

CONTRACT DOCUMENT

TR 337 BRIDGE 1 REPLACEMENT

**COSHOCTON COUNTY COMMISSIONERS
401½ Main Street
Coshocton, OH 43812**

**Coshocton County Engineer
23194 County Road 621
Coshocton, OH 43812**

**Bid Opening:
Wednesday, May 18, 2022 at 9:00 a.m.
Coshocton County Commissioners Office**

Advertised: May 4, 2022, and online

**COSHOCTON COUNTY COMMISSIONERS
TR 337 BRIDGE 1 REPLACEMENT
COSHOCTON COUNTY ENGINEER**

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**COSHOCTON COUNTY COMMISSIONERS
COSHOCTON COUNTY ENGINEER
TR 337 BRIDGE 1 REPLACEMENT
INVITATION TO BID**

Sealed proposals for improvements by constructing the **TR 337 BRIDGE 1 REPLACEMENT**, Coshocton, Ohio, will be received by the Coshocton County Commissioners, Coshocton, Ohio at 401½ Main St., **9:00 a.m., local time, Wednesday, May 18, 2022**, and then and there publicly opened and read. The work under this improvement consists of everything necessary to complete the project as shown by the plans and specifications for said items on file in the office of the County Engineer, 23194 County Road 621, Coshocton, Ohio 43812.

Complete specifications, including contract and proposal forms and full information for bidders may be obtained via the web at www.coshoctoncounty.net/engineer or from the office of the County Engineer. Prospective bidders are required to register with Coshocton County in order to receive any addenda information.

Each proposal must be accompanied by a bond with an approved surety company as surety, in the sum of 100 percent of the amount of the bid as surety for the execution of the contract, or certified check for the amount of 10% of the bid on some solvent bank within the City of Coshocton, and made payable to the Coshocton County Treasurer, Coshocton, Ohio. **Please mark all envelopes TR 337 BRIDGE 1 REPLACEMENT, May 18, 2022.**

The Owner reserves the right to waive any formalities or to reject any and all bids.

Board of County Commissioners
Coshocton County, Ohio.

ADVERTISED: May 4, 2022, and online

INFORMATION TO BIDDERS

All proposals must be made on the forms contained herein and the bid price must be written therein, in figures only. In all items, bids must be made separately on labor and material and the total price for each unit shall be the "Total (sum of labor and material)". In the event of conflict, the "Total" of the unit price or lump sum bid shall govern. Each bidder must bid on all items, alternates, deductions and additions contained in the bidding forms. All proposals not in conformity with this notice may be considered informal and may be rejected.

Potential bidders are required to register with the Office of the Coshocton County Engineer. Registration is complimentary and will ensure bidders receive any addendum and pertinent material. Each bidder is required to state in his proposal his name, place of residence and the names of all persons interested with him. In case of a corporation, the names of other than the president and secretary need not be given. References shall be furnished to establish the skill and business standing of the bidder.

The bidder must complete and submit all bidding forms as noted in the Table of Contents of these Contract Documents. Failure to complete the forms and submit the same at the bid opening may result in a non-responsive bid.

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, he may submit to the Engineer a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered electronically to each person receiving a set of such documents. The awarding authority will not be responsible for any other explanations or interpretations of the proposed documents. If there is a conflict between the detailed plans and specifications, the detailed plans shall prevail.

The bidder is required to examine carefully the site of the work, the proposal, plans and specifications, and to read and acquaint himself with the contract form for the work contemplated. The bidder, in submitting a proposal, warrants that he has investigated and is acquainted with the conditions to be encountered for performing the work including the character, quality and quantities of work to be performed and materials to be furnished, the prevailing hourly wage rates for the area in which the project is located and the requirements of the contract documents hereinafter defined. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examination and is satisfied as to all conditions which will affect the work.

The quantities listed in the proposal form are to be considered as approximate and are to be used only for the comparison of the bids and as basis for computing amounts of security or penal sums of bonds to be furnished. The unit prices to be tendered by the bidders are to be tendered expressly for the scheduled quantities as they may be increased or decreased. Payments, except for lump sum contracts, will be made to the Contractor for the actual quantities only of work

performed or materials furnished in accordance with the plans and specifications, and it is understood that the scheduled quantities of work to be done and materials to be furnished may be increased or decreased without in any way invalidating the unit bid price.

Daily quantities shall be provided.

The successful bidder will be required to execute the contract within fifteen (15) days after the award of the work to him and shall furnish bond for the faithful performance of said contract in the sum of 100 percent of the total amount of his bid.

The contract bond shall be in the form attached to the specifications with an approved surety company as surety. In case of failure to execute the contract as stated or to furnish performance bond, the bidder will be considered to have abandoned the contract and the bond or check accompanying the proposal shall be forfeited to the Owner, not as penalty but as liquidated damages. The Coshocton County Commissioners must approve the sureties. The contract shall be awarded to the lowest and best bidder. Following the bid opening, the Owner shall determine the items, alternates and additions to be performed. Total bids will be calculated by adding the amounts bid by each bidder for such items, alternates and additions, less the deductions, so selected by the Owner in determining the lowest and best bid. The Owner reserves the right to reject any and all bids.

The successful bidder will be further required to furnish the Owner with a complete breakdown of the lump sum bid items, to the satisfaction of the Engineer, before signing the contract documents.

In determining the award, consideration will be given to (A) whether bidder maintains a permanent place of business, (B) suitability of the bidder's plant and equipment for the work, (C) bidder's financial status and organizations, (D) bidder's record of experience in constructing improvements of this type, (E) lowest and best bidder.

Check bid deposits of any bidders except the three lowest and best bidders will be returned within ten (10) days after opening bids. The bid deposit of the three lowest and best bidders will be returned within 48 hours after the executed contract and required bonds have been approved by the Owner.

The U.S. Department of Labor "Safety and Health Regulations for Construction" identified as Chapter XVII of Title 29, Code of Federal Regulations (CFR) Part 1926 (formerly Part 1518) and subsequent amendments are hereby made a part of these specifications.

Wherever the words "Owner" or "County" are used herein, they refer to the Coshocton County Commissioners, Ohio.

We are advised that materials to be incorporated in this work may be purchased by the Contractor free of State of Ohio sales tax.

Attention is called to the prevailing rates of wages to be paid for labor on public improvements in Coshocton County, Ohio, as ascertained by the Department of Industrial Relations, State of Ohio, or the Federal Department of Labor, as applicable.

The Owner reserves the right to hold bids for a period of sixty (60) days after date of opening and to award the contract at any time during that period.

Ohio Prevailing Wages SECTION 4115.071 (Wage Coordinator; powers and duties)

(A) Each contracting public authority that enters into a contract other than for printing, binding and related services, whose Contractor and Subcontractors are subject to chapter 4115 of the Ohio Revised Code (ORC) shall, no later than ten days before the first payment of wages is payable to any employee of any Contractor or Subcontractor, designate and appoint one of its own employees to serve as the prevailing wage coordinator during the life of the contract. The duties of the coordinator shall include:

1. Setting up and maintaining, available for public inspection, files of payroll reports submitted by Contractors and Subcontractors pursuant to Chapter 4115 of the ORC;
2. Ascertaining from each Contractor or Subcontractor, at the beginning of performance under the contract, the dates during its life when payment of wages to employees are to be made;
3. Receiving from each Contractor or Subcontractor, a copy of his complete payroll for each date exhibiting for each employee paid any wages, his name, current address, social security number, number of hours worked each day during the pay period and the total for each week, his hourly rate of pay, his job classification, fringe payments, and deductions from his wages;
4. Establishing and following procedures to monitor the compliance by each Contractor and Subcontractor with the requirement imposed by this section for timely filing of copies of payroll records;
5. Reporting any delinquency in filing to the chief officer of the contracting public authority.

(B) Any contracting public authority having a permanent employee with the title, powers and functions described herein for the prevailing wage coordinator need not separately designate and appoint an employee for each public work contract entered into by the contracting public authority.

(C) Every Contractor and Subcontractor who is subject to Chapter 4115 of the ORC shall, as soon as he begins performance under his contract with any contracting public authority, supply to the prevailing wage coordinator of the contracting public authority a schedule of the dates during the life of his contract with the authority on which he is required to pay wages to employees. He shall also deliver to the prevailing wage coordinator a certified copy of his payroll, within three weeks after each pay date which shall exhibit for each employee paid any wages, his name, current address, social security number, number of hours worked during each day of the pay period and the total for each week, his hourly rate of pay, his job classification, fringe payments, and deductions from his wages. The certification of each payroll shall be executed by the Contractor, Subcontractor, or duly appointed agent thereof and shall recite that the payroll is correct and complete and that the wage rates shown are not less than those required by the contract.

Coshocton County Commissioners Three Rivers Peninsula, Skip's Refuse Project

Coshocton County Board of Commissioners Criteria for Selection of Competitive Bids

GENERAL PROVISIONS

1. The contract will be awarded to the Contractor who submits the lowest and best bid for the project. Each Contractor shall submit evidence with their bid that they can comply with these specifications for this work. The county reserves the right to add or delete from the estimated quantities. Factors to be considered by the Coshocton County Commissioners in determining which bid is the lowest and best will include:
 - A. Each bidder's experience with similar projects and its ability to complete the work in a timely manner;
 - B. Previous dealings between each bidder and the Coshocton County Board of Commissioners and/or the Project Manager;
 - C. Each bidder's past history of initiating litigation and history of having litigation initiated against it;
 - D. Any bidders' failure to fully respond to each question and/or to supply all information requested in the bid contract documents;
 - E. Whether or not the bid guaranty documentation filed as required by R.C. § 153.54 can be verified as authentic by the Coshocton County Commissioners;
 - F. Each bidder's demonstration of its ability, at the time that the bid is awarded, to meet the specific requirements/scope of work of the Project Manager.
 - G. Any recommendation of the Project Manager, although the Coshocton County Board of Commissioners retain the discretion to reject any recommendation of the Project Manager.
2. The Coshocton County Board of Commissioners reserve the right to waive any bid deficiency, so long as it is determined that the deficiency is minor and that the bidder does not receive a competitive advantage by this deficiency.
3. As required by R.C. § 153.54, each proposal must be accompanied by a certified check, bid bond or a letter of credit in an amount equal to 10% of total bid tendered, and made payable to Coshocton County Treasurer as a guarantee that, if the proposal is accepted, a contract will be retained upon proper execution of contract with successful bidder.
4. The successful bidder will be required to furnish a performance bond in the amount of 100% of his total bid, Certificate of Insurance, Workers Compensation certificate, an Affidavit for

TR 337 BRIDGE 1 REPLACEMENT

COSHOCTON COUNTY

BR 6

Contractor or Supplier of Non-Delinquency of Personal Property Taxes, and an Affidavit of Compliance of HB 694.

5. Work shall not commence prior to **August 1, 2022** and shall be completed no later than **September 30, 2022**.
6. The Coshocton County Board of Commissioners reserves the right to reject any and all bids.

**INSERT PREVAILING
WAGES HERE**

PROPOSAL BOND

"KNOW ALL MEN BY THESE PRESENT, that we, the undersigned _____ as principal and _____ as sureties, are hereby held and firmly bound unto the Coshocton County Commissioners, Ohio, as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on _____, 2022, to undertake the project known as **TR 337 BRIDGE 1 REPLACEMENT** the penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternate proposals made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of \$ _____ . For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, 2022.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal has submitted a bid for **TR 337 BRIDGE 1 REPLACEMENT** fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the principal pays to the obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, than this obligation shall be null and void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein.

Now also, if the said _____ shall well and faithfully do and perform the things agreed by the Coshocton County Commissioners to be done and performed according to the terms of said contract; and shall pay all lawful claims of Subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

**TR 337 BRIDGE 1 REPLACEMENT
COSHOCTON COUNTY
BF 1A**

That said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefor shall in any way affect the obligations of said surety on its bond.

By: _____
Principal

By: _____
Surety

SEAL

TIME OF COMPLETION

The Bidder hereby certifies that he has examined the contract form and specifications for the project and is familiar with the liquidated damage features thereof and agrees to accomplish the specified work **after August 1, 2022, and completed by September 30, 2022.**

This period shall start from the day the Contractor receives his copy of the *Notice to Proceed*. The work covered by this completion guarantee shall include only those items listed for comparison of bids.

The prices for all items shall include the necessary labor, material, and equipment to complete the work as shown or specified.

The Bidder does hereby agree that in the event of failure on their part to contract as aforesaid (provided this proposal is accepted) the bond or certified check accompanying this proposal shall be forfeited to the Coshocton County Commissioners, Ohio, as liquidated damages.

The Bidder further agrees that the Owner may reject any or all bids.

Signed Title

Company Name

Address

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date _____, 2022 _____
Company

Official Address (including ZIP code): By: _____
Signature

Address Title

City, State Zip

FORM OF NON-COLLUSION AFFIDAVIT

STATE OF OHIO)
)
COUNTY OF _____) ss:

Bid Identification: **TR 337 BRIDGE 1 REPLACEMENT**
Contractor's Official - _____

being first duly sworn, deposes and says that he is sole Owner, a partner, president, secretary of _____, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham: that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly, or indirectly, sought by agreement, communication or conference with anyone to fix the bid price to said bidder or of any other bidder, or to fix any overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract. That all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in this general business.

Signed: _____

Title

Subscribed and sworn to before me this _____ day of _____, 2022.

Notary

My Commission Expires: _____

SEAL

STATE OF OHIO)
)
COUNTY OF _____)

AFFIDAVIT

_____, being first duly sworn, deposes and says as follows:

1. He/she is the _____ of _____ which may receive a contract with the Coshocton County Commissioners for **TR 337 BRIDGE 1 REPLACEMENT**, which contract was competitively bid.

● 2. _____ was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property in Coshocton County.

or

● 2. _____ was charged at the time the bid was submitted with delinquent personal property taxes on the general tax list of personal property in Coshocton County in the amount of \$ _____ for due and unpaid delinquent taxes and \$ _____ for due and unpaid penalties and interest thereon.

3. _____ understands and agrees that, as required by Section 5719.042 of the Ohio Revised Code, if this statement indicates that this Contractor is charged with any delinquent personal property taxes, the Coshocton County Commissioners will transmit a copy of this statement to the County Treasurer, and that a copy of this statement will also be incorporated into the contract, and no payment shall be made with respect to any contract unless this statement has been so incorporated as a part thereof.

SWORN TO before me and subscribed in my presence this ____ day of _____, 2022.

Notary Public

My Commission Expires: _____

● CROSS OUT THE PARAGRAPH 2 WHICH DOES NOT APPLY.

Coshocton County Commissioners
 TR 337 Bridge 1 Replacement
 Bid Sheet

REF. NO.	ITEM NO.	APPROXIMATE UNIT QUANTITIES	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
Base Bid					
1	201	1 LS	Clearing and Grubbing		
2	304	27 CY	Aggregate Base		
3	503	1 LS	Cofferdams and Excavation Bracing		
4	503	1 LS	Unclassified Excavation		
5	509	6,324 LB	Epoxy Coated Reinforcing Steel		
6	511	78 CY	Class QC1 Concrete, Retaining/Wingwall Including Footing		
7	512	160 SY	Type 2 Waterproofing		
8	516	80 SF	1" Preformed Expansion Joint Filler		
9	518	1 LS	Porous Backfill with Geotextile Fabric		
10	601	18 SY	Riprap, Type A		
11	611	40 FT	14"x8" Conduit, Type A, 706.05, As Per Plan		
12	623	1 LS	Construction Layout Stakes and Surveying		
13	624	1 LS	Mobilization		
14	659	1 LS	Seeding and Mulching, Class 1, As Per Plan		
15	832	1 LS	Erosion Control		
TOTAL					

TOTAL AMOUNT OF BID IN WORDS

COMPANY _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

SUBMITTED BY _____ TITLE _____

COMPANY _____ FAX _____ TAX ID NUMBER _____

EMAIL ADDRESS _____

Acknowledgement of Published Addenda's: 1 2 3

CONTRACT

This Agreement made and entered into this _____ day of _____ by and between the Coshocton County Commissioners, acting by and through its duly authorized agent hereinafter designated the "Owner", party of the first part and _____ of the City of _____ and County of _____ and State of *Ohio*, hereinafter designated the "Contractor", party of the second part.

WITNESSETH: That the parties to these presents, each in consideration of the undertakings, promises and agreements on the part of the other herein contained, have undertaken, promised and agreed and do hereby undertake, promise and agree, the party of the first part for itself, its successors and assigns, and the party of the second part for themselves and their heirs, executors, administrators, successors and assigns, as follows:

That the party of the second part, in consideration of the sums of money not to exceed \$ _____ to be paid by said party of the first part to said party of the second part, shall and will at their own cost and expense, furnish all the labor, materials, tools and equipment for the construction of **TR 337 BRIDGE 1 REPLACEMENT**, in accordance with specifications, hereto attached and the drawings therein mentioned which specifications and drawings, with the information for bidders, general provisions, proposal and bonds hereto attached which are hereby made a part of this agreement, all of said work to be fully completed to the satisfaction of the Owner's engineer and to the acceptance of the Owner.

The Contractor agrees to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete in a workmanlike manner all work required for the construction of the project, in strict compliance with the contract documents herein mentioned, which are hereby made a part of the contract, including the following addenda:

ADDENDUM NO.

DATE

GENERAL SPECIFICATIONS

A.S.T.M. AND OTHER SPECIFICATIONS. Wherever in these specifications reference be made to the specifications of the American Society for Testing Material (abbreviated A.S.T.M. specifications) and to other similar specifications, codes, etc., such reference shall refer, unless otherwise denoted, to the latest effective specifications or codes indicated. All such specifications, codes, etc., referred to are hereby made a part of these specifications.

CONTRACT DRAWINGS. The locations and character of the work is shown on a set of drawings prepared by the County Engineer, Coshocton, Ohio.

ORDER OF WORK. The general order and sequence of construction of the work shall be subject to the approval of the Engineer. Before starting work, the Contractor shall submit a work schedule to the Engineer and receive approval of the same.

SANITARY REGULATIONS. Suitable sanitary conveniences for the use of all persons employed on the work, properly screened from public observation, shall be provided and maintained by the Contractor. The Contractor shall obey and enforce such other sanitary regulations and orders and shall take such precautions against infectious diseases as may be deemed necessary by the Engineer.

MAINTENANCE OF TRAFFIC AND FIRE PROTECTION. The Contractor shall at all times maintain free access to fire hydrants, water and gas valves and similar structures involving the public safety along the line of work. Clear way for traffic shall be provided at intersections, along the streets and wherever required by the Engineer to provide reasonable public safety measures.

Reasonable provision for pedestrian traffic shall be provided as directed.

SPACE AVAILABLE FOR CONSTRUCTION OPERATIONS. The Contractor shall confine his operations to the Owner's property and to property along right-of-way in accordance with the provisions of rights-of-way agreements which the Owner has obtained or may obtain for the work contemplated. Private property shall not be used by the Contractor without the Owner's consent upon submittal of work agreement between property owner and contractor.

SHEETING AND SHORING. It is the Contractor's responsibility to furnish, install and maintain sheeting, piling, shoring, and bracing, whether or not indicated on the drawings, to prevent earth movement which could damage the construction, or otherwise impair or delay the work or endanger human life. Remove the sheeting, shoring and bracing during backfilling unless otherwise noted on the drawings or directed in writing. Payment for such sheeting or piling shall be made under the respective Item. All sheeting or piling left in place shall be cut off at least two feet below final finish grade.

~~WATERTIGHT STRUCTURES. All structures to be used for holding water shall be made watertight and shall be tested by filling with water before they will be accepted. Tests of~~

~~concrete waterbearing basins shall be made before backfill is placed provided, however, that where special reasons make this impracticable, the Engineer may permit backfilling to proceed before test is made. Permission to make backfill shall not relieve the Contractor from any responsibility for watertightness of the structure and if upon making the tests the need to remove backfill arises it shall be done by and at the expense of the Contractor.~~

~~Structures required to withstand water pressure from outside shall also be tested as above where practicable.~~

~~DISINFECTION. Pipe lines, reservoirs, clear water basins and all structures designed to carry or hold water that is ready for domestic consumption shall be thoroughly cleaned and flushed and disinfected before being put in service and before acceptance by the Owner. Disinfection shall be done by the addition of suitable amounts of chlorine in the form of liquid chlorine or high test hypochloride of lime, the application to be made under the supervision of the Engineer. Tests for efficiency of disinfection may be made by the Owner and repeated disinfection shall be done by the Contractor when required.~~

~~APPROVAL OF MACHINERY AND EQUIPMENT. The Contractor shall submit to the Engineer for approval such detail drawings, sketches, specifications and descriptions as may be required to establish that each and every piece of machinery and/or equipment proposed by the Contractor for incorporation in the completed work fully conforms to the requirements of the plans and specifications as set forth herein. The approval of the Engineer of all machinery and/or equipment proposed for installation in the completed work shall be obtained by the Contractor before shipment of the same is made to the job. Prior to placing orders with manufacturers for equipment to be incorporated in the completed work, the Contractor shall submit to the Engineer for his preliminary approval as to type, data showing name of manufacturer, catalogue number or equivalent designation, and general description of the equipment offered.~~

These specifications and the plans prepared for the installation of this system are intended to be complete. Anything called for in the specifications and not shown on the plans must be furnished by the Contractor as though appearing in both plans and specifications.

ODOT CONSTRUCTION AND MATERIALS SPECIFICATIONS. The Standard Construction and Materials Specifications for the State of Ohio, Department of Transportation, 2019, including all changes and Supplemental Specifications referenced in this Bid Document shall govern this Contract except where modified in these documents.

CONSTRUCTION REGULATIONS

The following rules and regulations shall apply to all work to be done under this contract. If any provisions of these construction regulations conflict with any other clauses of this contract, the provision of these construction regulations shall take precedence.

1. CONTRACT SECURITY. The Contractor shall furnish a surety bond (form attached) in the amount at least equal to 100% of the contract price as security for the faithful performance of this contract and for the payment of all persons performing labor and furnishing materials in connection with this contract.

2. CONTRACTOR'S INSURANCE. The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been submitted and approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required for coverage of the Subcontractor has been so obtained and approved.

(A) Worker's Compensation Insurance. The Contractor shall take out and maintain during the life of this contract, worker's compensation insurance for all of his employees employed at the site of the project and, in case any work is sublet, the Contractor shall require the Subcontractor similarly to provide worker's compensation insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

(B) Contractor's Liability Insurance. The Contractor agrees to maintain comprehensive general liability and automobile liability insurance covering all operations directly or indirectly incident to work under this contract whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them. Such insurance coverage shall be maintained in the types and amounts herein specified for all work sublet, either by furnishing endorsements of his own liability insurance coverage or by requiring the Subcontractors concerned to furnish their own liability insurance of the types and in the amounts herein specified. Such comprehensive general liability insurance shall include coverage for:

- (1) Claims arising after the Contractor and Subcontractors have completed work (completed operations and products liability coverage), and
- (2) Claims for property damage arising from excavation or tunneling operations, and
- (3) Claims for property damage to any property below the surface of the ground, and
- (4) Claims arising from the liability assumed by the Contractor under this contract including third party beneficiary liability coverage.

When the work contemplated by the contract involves moving, shoring, underpinning, raising or demolition of any building or structures or involves blasting or the use of explosives the following coverage shall also be provided.

(5) Claims for property damage arising from operations directly or indirectly incident to moving, shoring, underpinning, raising or demolition of any building or structure, and

(6) Claims for property damage arising from operations directly or indirectly incident to blasting or explosions, however caused, and

The limits of liability of the insurance required herein shall be not less than \$500,000 each person and \$1,000,000 each occurrence for bodily injury and \$500,000 each occurrence for property damage. Umbrella excess liability insurance to extend existing policies to the limits shown will be accepted.

Such insurance policy(ies) as Contractor may carry to comply with this insurance requirement shall be endorsed to provide that the policy(ies) will not be changed or canceled without 30 days prior written notice to the Owner. Prior to the start of construction on each contract or subcontract, certificates of insurance establishing full compliance with these insurance requirements shall be submitted to the Owner. If any part of this contract is sublet, the Contractor is responsible for obtaining certificates of insurance establishing that the Subcontractors have complied with the insurance requirements herein contained. The Coshocton County Commissioners must be named as additional insured.

3. WAGE RATES. The wages to be paid for a legal day's work to laborers, workmen or mechanics engaged in work under this contract at the site of the project in the trade or occupation listed shall be not less than the wage rate set opposite the same, as predetermined by the Department of Industrial Relations of the State of Ohio, in accordance with Section 4115.04 of the Ohio Revised Code.

4. POSTING MINIMUM WAGE RATES. The Contractor shall post at conspicuous points on the site of the project a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

5. ACCIDENT PREVENTION. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. A copy of the Contractor's safety plan must be submitted with their bid.

The Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury or loss to:

(A) All employees on the work and all other persons who may be affected thereby.

(B) All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, and

(C) Other property, at the site or adjacent thereto, including trees, shrubs, lawns, walk pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by existing conditions and progress of the work, all necessary safeguards for safety and protection, including posting danger signs, and other warnings against hazards, promulgating safety regulations and notifying Owners and users of adjacent utilities. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with accepted safety practices that are not in contravention of applicable law. When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the work, the Contractor shall exercise the utmost care and shall perform such activities under the supervision of properly qualified personnel.

6. CONSTRUCTION REPORTS. The Contractor shall submit to the Owner schedules of costs and quantities of materials and other items, which schedules shall be in such form and shall be supported as to correctness by such of the estimates upon which they are based as the Owner may require. The Contractor shall also submit to the Owner the following records:

(A) Detailed estimate, and

(B) Periodical estimates for partial payment

7. PROGRESS REPORTS. The Contractor shall submit a progress schedule prior to the execution of the contract which will indicate the amount of work to be done each month during the life of the construction project. It is understood that this schedule may be changed during the course of the work as agreed between the Owner, Contractor and Engineer. The Contractor will, at least once a month, submit a schedule indicating the work accomplished to date. This information will be submitted in such a manner that it can be applied to the progress schedule previously submitted to indicate the relation between the work accomplished to any given date and the progress schedule originally established. Providing the work is behind schedule, the Contractor shall indicate the measure instigated to bring the job to schedule.

GENERAL CLAUSES

1. TIME OF COMMENCEMENT, RATE OF PROGRESS, AND TIME OF COMPLETION

The Contractor agrees that he will commence the work herein contracted to be done within ten days from the date of notice to that effect given in writing by the Owner; that the rate of progress of his work shall be such as, in the opinion of the Engineer, is necessary for completion within the time herein specified.

Subject to the applicable provisions of law, this contract shall be in full force and effect as a contract from and after the date when a fully executed and approved counterpart hereof is delivered to the Contractor.

The Owner has obtained or is in the process of obtaining the rights-of-way where necessary for the construction of the work under this contract. It shall be the responsibility of each bidder and Contractor to learn, prior to bidding, the status of acquisition of any rights-of-way necessary for the prosecution of the work and to keep informed on the progress made by the Owner in obtaining the rights-of-way during construction. In the event rights-of-way are not ready by the time the Contractor is ready to start work in any particular location, it is understood that the Contractor will not be entitled to any extra compensation because of the delay in carrying out the work. The Contractor will, however, be entitled to an extension of the specified time he is delayed as a result of the delay in obtaining the rights-of-way.

2. WORKERS. The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him. The Owner, or the Engineer shall have the authority to order the dismissal of any employee on the work who refuses or neglects to obey any of its instructions, or those of its inspectors relating to the carrying out of the provisions and intent of these specifications, or who is incompetent, unfaithful, abusive, threatening or disorderly in his conduct and such person shall not be again employed on the work.

3. SUITABLE APPLIANCES TO BE USED. The Contractor is to use such methods and appliances for the performance of all the operations connected with the work embraced under this contract as will insure satisfactory quality of work and a rate of progress which, in the opinion of the Engineer, will insure the completion of the work within the time herein specified. If, at any time before the commencement, or during the progress of the work, such methods or appliances appear to the Engineer to be inefficient or inappropriate for securing the quality of the work required or the said rate of progress, he may order the Contractor to increase their efficiency or improve their character, and the Contractor must conform to such order. But the failure of the Engineer to demand such increase of efficiency or improvement shall not relieve the Contractor from his obligations to secure the quality of work and the rate of progress established in these specifications.

4. NO CLAIM FOR DAMAGES ON ACCOUNT OF DELAY. The Contractor shall not be entitled to any claims for damages for any hindrance or delay from any cause whatever in the

progress of the work, or any portion thereof, but said hindrance may entitle said Contractor to such extension of time for completing the contract as may be determined by the Engineer; provided, he shall have given notice in writing of the cause of the delay within two weeks of said cause.

It is further understood and agreed that inclement weather shall not entitle the Contractor to any claim for damages.

5. NO CLAIMS ON ACCOUNT OF UNFORESEEN DIFFICULTIES. The Contractor agrees that he will sustain all losses or damages arising from the action of the elements, the nature of the work to be done under the specifications or from any unforeseen obstructions or encumbrances on the line of the work which may be encountered in the prosecution of the same.

6. SUBSURFACE CONDITIONS. It is the obligation and responsibility of the bidder to make his own investigations of subsurface conditions prior to submitting his proposal. The bidder may examine the records of all borings, test excavations and other subsurface investigations, if any, made solely for design purposes for the Owner. Said borings, test excavations, and other subsurface investigations, if any, are incomplete, are not a part of the contract document, except to the extent that the result thereof are specifically shown on the plans or included in the specifications, and are not warranted to show the actual subsurface conditions. The Contractor agrees that he will make no claim against the Owner or the Engineer, if, in carrying out the work, he finds that the actual subsurface conditions encountered do not conform to those indicated by said boring, test excavations and other subsurface investigations.

7. UTILITIES AND STRUCTURES SHOWN ON THE PLANS. The exact location and protection of utilities and structures is the responsibility of the Contractor. During construction, the Contractor shall use due diligence in protecting from damage all existing utilities and structures. If damage is caused, the Contractor shall be responsible for the repair or restoration of same to the satisfaction of the Engineer and for any resulting contingent damage.

8. PROTECTION OF FINISHED WORK. The Contractor will be held responsible for any and all materials or work to the full amount of payments made thereon, and will be required to make good, at his own cost, any injury or damage which said materials or work may sustain from any source or cause whatsoever, before final acceptance thereof. During freezing or severe winter weather, the Contractor shall provide the necessary drainage, heating facilities and other protection for the footers and floor slab to prevent any possible damage from frost action. It will also be necessary for the Contractor to provide protection to the walls from earth slippage and ponding of water and mud that could cause structural damage by freezing action.

9. PROTECTION OF PROPERTY AND LIVES. Said Contractor further agrees that he will indemnify, defend and save harmless said Owner and its officials, employees, agents and servants, including engineers and consultants employed under contract with the Owner to perform services on the projects covered by this contract, from all claims, suits, actions and proceedings of every name and description, which may be brought against said Owner, or its officials, employees, agents and servants, or said engineers and consultants, for or on account of any injuries or damages to persons or property received or sustained by any person or persons, firm or corporation, by or from said Contractor, or by or in consequence of any materials, or explosives used on said work, or by or on account of any improper material or workmanship in its construction, or by or on account of any accident, or of any other act or omission of said Contractor of his agents, or servants, and said Contractor also agrees that so much of the money due, or to become due, to him under this contract, as shall be considered necessary by said Owner may be retained by said Owner until such suits or claims for damages, or otherwise, as aforesaid, shall have been finally settled and determined and evidence to that effect finished to the satisfaction of said Owner.

10. PROTECTION AGAINST CLAIMS FOR THE USE OF PATENTS. All fees for any patented invention article or arrangements that may be used upon or in any manner connected with the construction, erection or maintenance of the work, or any part thereof, embraced in these specifications, shall be included in the price mentioned in the contract, and the Contractor shall protect and hold harmless the Owner against any and all demands for such fees or claims, and before the final payment or settlement is made on account of the contract, the Contractor shall furnish acceptable proof of a proper and satisfactory release from all such claims.

11. ASSIGNMENT OF THE CONTRACT AND SUBCONTRACTING. Said Contractor further agrees that he will not assign this contract or any part thereof or any of the money or orders payable under the contract without the previous written consent of said Owner and of Contractor's sureties endorsed on this contract but will keep the same under his personal control; that no right under this contract, nor to any moneys or orders due or to become due thereunder, shall be asserted against said Owner or any department, officer, or officers thereof, by reason of any so-called assignment, in law or equity, of this contract, or any part thereof, or of any moneys or orders payable thereunder unless such assignment shall have been authorized by the written consent of said Owner and Contractor's sureties endorsed on this contract; that no person other than said Contractor now has any claim thereunder, and that no claim shall be made excepting under this specific clause of this contract, and under that clause relating to claim or workmen and materialmen.

12. CONTRACTOR NOT RELEASED BY SUBCONTRACTORS. No subcontract shall under any circumstances relieve the Contractor of his liabilities and obligations under this contract; should any Subcontractor fail to perform the work undertaken by him in a satisfactory manner, and should this provision be violated, the Owner may, at his option, end and terminate such contract. The Subcontractor shall be governed by all requirements governing the general Contractor.

13. TERMINATION FOR BREACH. In the event that any of the provisions of this contract are violated by the Contractor or by any of his Subcontractors, the Owner may serve written notice upon the Contractor and the surety of its intention to terminate such contract, such notices to contain the reasons for such intention to terminate the contract and unless within 10 days after the serving of such notice upon the Contractor, such violation shall cease and satisfactory arrangement for correction be made, the contract shall, upon the expiration of said 10 days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the surety who shall have the right to take over and perform the contract, provided however that if the surety does not commence performance thereof within 30 days from the date of the mailing to such surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the Owner for any excess cost occasioned by the Owner hereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

14. CLEANING UP AFTER THE COMPLETION. When the work is completed, all pits, pipes, chambers, conduit, etc. shall be carefully cleaned out. The surrounding ground shall be cleared of all rubbish caused by construction; all sheds, etc., removed and the works left in a neat and presentable condition.

15. REMOVAL OF CONDEMNED MATERIAL. Defective work, materials, and equipment may be condemned by the Engineer at any time before the final acceptance of the work, and when such work has been condemned, it shall be immediately taken down by the Contractor and rebuilt in accordance with the plans and specifications. When defective material or equipment has been condemned, it shall be at once removed from the line of the work and stored as directed by the Engineer, or otherwise disposed of to his satisfaction. In case the Contractor shall neglect or refuse to remove or replace any rejected work, materials or equipment after a written notice, within the time designated by the Engineer, such work or material shall be removed or replaced by the Owner at the Contractor's expense.

16. RELATIONS TO OTHER CONTRACTORS. The Contractor is required, so far as possible, to so arrange his work and to dispose of his materials as will not interfere with the work or storage of materials of other Contractors engaged upon the work, if applicable. He is also required to join his work to that of others in a proper manner, and in accordance with the spirit of the plans and specifications, and to perform his work in the proper sequence in relation to that of other Contractors, and as may be directed by the Engineer.

17. CONTRACTOR TO KEEP SUPERINTENDENT AND ALSO COPY OF PLANS AND SPECIFICATIONS ON PROJECT. The Contractor shall keep on his work during its progress a competent superintendent and any necessary assistants, all satisfactory to the Engineer. The Superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Important instructions shall be confirmed upon written request in each case. The Superintendent shall keep all daily documentation on

production quantities and material types on an ongoing basis. The owner shall have access to this information at any time during the project. At all times when work is in progress, there shall be maintained on the site of the work, copies of plans and specifications, all in good order.

18. FAULTS TO BE CORRECT AT ANY TIME BEFORE FINAL ACCEPTANCE. Failure or neglect on the part of the Engineer or any of his authorized agents to condemn or reject bad or inferior work or materials, shall not be construed to imply an acceptance of such work or materials, if it becomes evident at any time prior to the final acceptance of the work and release of the Contractor by the Owner, neither shall it be construed as barring the Owner at any subsequent time from the recovery of damages or of such a sum of money as may be needed to build anew all portions of the work in which fraud was practiced or improper material hidden, whenever found.

19. CONTRACTORS RESPONSIBILITY IN LAYOUT, LOCATION, INSPECTION AND TESTING. The Contractor is also responsible for and shall check all leading dimensions and clearances as a whole and in detail, the fittings of all details, the exact proper position and elevation of all parts of the work and shall accomplish all field staking as may be necessary or required for construction. The Contractor must provide and maintain such facilities for the Engineer or his assistants as may be required for the convenient examination and inspection of the work in progress. The Contractor will pay the cost of testing all materials in laboratories or shops as he may be required by the contract to perform. The testing laboratory or shop shall be approved by the Engineer.

20. AUTHORITY OF ENGINEER. The Contractor agrees that the Engineer shall decide any and all questions of fact which may arise under this contract, including the quantity, quality or acceptability of materials and equipment furnished and work performed and rate of progress of the work, whether or not such questions involve the interpretation of the plans and specifications. The Engineer shall have the right to correct any errors or omissions therein, when such corrections are necessary to the proper fulfillment of the intention of said plans and specifications. The Engineer's decision regarding any question governed by this provision shall be final and conclusive.

21. DISPUTES. Except as otherwise provided herein, any dispute arising under this contract shall be settled, if possible, by negotiation and mutual agreement of the parties hereto. In the event of their inability to agree, the Engineer shall reduce his findings to writing and mail or otherwise furnish a copy thereof to the Contractor. Within 10 days from the date of receipt of such copy, the Contractor may appeal by mailing or otherwise furnishing to the Owner, a written request to submit the dispute to the arbitration of two persons, one to be appointed by each party to this agreement. If the two persons so appointed are unable to agree within a period of 10 days, then such two arbitrators shall appoint a third arbitrator. Thereafter, the three arbitrators shall decide the arbitration as soon as possible. An award, in writing, signed either by the first two arbitrators appointed, or by two of the three arbitrators, if there are three, shall be final and conclusive as to both parties hereto. Neither party hereto shall have recourse to any court of law or equity as to any disagreement or difference which is subject to arbitration under this clause, except in the event the award of the arbitrators shall call for an expenditure by either party of an amount in excess of \$2,000.00 or one percent of the original

contract award price (amount of the contract), whichever is greater, or except for the purpose of confirmation, vacating, or modifying, or correcting the award of the arbitrators, on the grounds, for the causes and under the provisions of the Ohio Arbitration Act, R.C. 2711.01 et. seq. If no such appeal to arbitration is taken, the decision of the Owner's engineer shall be final and conclusive. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Engineer's decision.

22. CHANGES AND EXTRA WORK.

INCREASED OR DECREASED QUANTITIES. The Owner may make alterations in the plans involving increases or decreases in the quantity of work as may be necessary or desirable to complete the project within the scope of the work. Such alterations shall not be considered as a waiver of any of the conditions of the contract, nor invalidate any of the provisions thereof.

EXTRA WORK. Extra work is authorized new work made necessary by alteration of the plans or found necessary by the Engineer during construction and is limited to work other than that required to complete the improvement as detailed on the plans or specified in the specifications. Extra work shall be performed by the Contractor in accordance with the specifications where applicable and work not covered by the specifications shall be done in accordance with the best practice as approved by the Engineer provided, however, that before any extra work is started a written change order, from the Owner, shall be delivered to the Contractor to do the work. When the nature of the extra work required is such that the exact amount of work to be done cannot be determined precisely, the Contractor shall proceed only as directed by the Owner.

PAYMENT AND COMPENSATION FOR ALTERED QUANTITIES OF EXTRA WORK. When the Owner orders alterations in the plans or quantities of work for which unit prices are provided in the proposal, the Contractor shall accept payment in full at the contract unit prices bid for the actual quantities of work done and no allowance will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor resulting either directly from such alterations, or indirectly from unbalanced allocation among the contract items of overhead expense on the part of the bidder and subsequent loss of expected reimbursement therefore, or for any other cause.

Authorized alterations in plans or quantities of work involving work not covered by unit prices in the proposal shall be paid for as stipulated in the change order authorizing such work. The value of the work not covered by the contract unit bid prices shall be determined in one or more of the following ways:

- (A) By estimate and agreement in a lump sum.
- (B) By unit prices agreed upon.
- (C) By actual cost plus an agreed percentage.

The Contractor shall furnish substantiating data required in the preparation of all change orders for extra work items involving lump sum or new unit prices.

In the event an agreement as to the value of the work cannot be reached, the Owner reserves the right to have such extra work done by any other person, firm or corporation and that said Contractor further agrees that he will not, in any way, interfere with or molest such person, firm or corporation in the execution of the work.

EXTENSION OF TIME. Alterations or extra work authorized as provided herein-before which results in delays beyond the control of the Contractor or which materially increases the scope or intent of the project, shall entitle the Contractor to such extension of time as may be mutually agreed upon.

23. DEFINITIONS. Whenever the word "Engineer" is used herein, it shall be and is mutually understood to refer to the County Engineer.

Whenever the word "Owner" is used herein, it shall be understood to refer to the Coshocton County Commissioners.

24. THE CONTRACT. It is mutually understood that the contract is the written agreement covering the performance of the work and the furnishing of labor and materials in the construction of the work. The contract includes the advertisement, the information to bidder, the proposal, all drawings, maps and plans hereto attached or herein described, the specifications, the contract bond, and any and all extra work contracts or other supplemental agreements.

25. DAMAGES BY FAILURE TO COMPLETE THE WORK WITHIN THE TIME AGREED UPON, OR AS EXTENDED. The Contractor hereby agrees that the said Owner shall be and are hereby authorized to deduct and retain out of the moneys which may be due or become due to the said Contractor, under this agreement, as damages for the non-completion of the work aforesaid within the time hereinbefore stipulated for its completion or within such further time as in accordance with the provision of this agreement shall be fixed or allowed for such performances or completion, the sum of \$300 per day for contract amounts from \$0 to \$200,000, and \$600 per day for all contracts over \$200,000 for each and every day the time employed upon said work may exceed the time stipulated for its completion, or such stipulated time as the same may be increased, as hereinbefore provided, which said sum of \$300 per day for contract amounts from \$0 to \$200,000 and \$600 per day for all contracts over \$200,000 is hereby, in view of the difficulty of estimating such damages, agreed upon, fixed and determined by the parties hereto as the liquidated damages that the Owner will suffer by reason of such default and not by way of penalty.

26. OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS. Upon non-payment by the Contractor for a period of ten (10) days after due date of just claim for labor done under this contract or upon non-payment by the Contractor for a period of thirty (30) days after due date of just claims for material furnished under this contract, the Owner may retain from subsequent

estimate due the Contractor such amount as the Owner deems necessary in order to pay such just overdue claims.

27. PROVISIONS OF LAW. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein and if through mere mistakes or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party hereto, the contract shall forthwith be physically amended to make such insertion.

28. QUALITY OF MATERIALS. Wherever in the contract documents a particular brand, make of material, device or equipment is shown or specified, such brand, make of materials, device or equipment is to be regarded merely as a standard meeting specifications and such trade name shall be considered to be followed by the clause "or equal". If two or more brands, makes of material, devices or equipment are shown or specified, each is to be regarded as the equal by the Owner. Any other brand, make of material, device or equipment which, in the opinion of the Engineer, is recognized equal of that specified, considering quality workmanship, economy of maintenance and operation, availability of repair work, duration of life, and is suitable for the purpose intended will be accepted. In those instances in which a particular brand, make of material, device or equipment is required to be stated by the Contractor in the bidding form, Contractor is required to provide the item so indicated unless otherwise approved by the Engineer by written change order. All material and workmanship shall in every respect be in accordance with what, in the opinion of said Engineer, is the best modern practice, and wherever the plan, drawings, specifications or other contract documents, or the directions of the Engineer admit doubt as to what is permissible and/or fail to note the quality of any work, that interpretation which requires the best quality of materials and workmanship in conformity with the best modern practice is to be followed.

29. ADEQUATE SURETIES. If, at any time after execution and approval of this contract and the performance bond required by the contract documents, the Owner shall deem any of the sureties upon such bond to be unsatisfactory, or if, for any reason, such bond shall cease to be adequate security for the Owner, the Contractor shall, within five days after notice of the Owner so to do, furnish a new or additional bond, in form, sum and signed by such sureties as shall be satisfactory to the Owner. No further payment shall be deemed due nor shall any further payment be made to the Contractor unless and until such new or additional bond shall be furnished and approved. The premium on such bonds shall be paid by the Contractor.

30. NOTICES. Notice shall mean written notice. Written notice shall be deemed to have been duly served when delivered in person to the person, firm, or corporation for whom intended, or to his or its duly authorized officer, agent or representative, or when delivered at the last known business address of such person, firm or corporation, or when enclosed in a postage prepaid wrapper or envelope addressed to such person, firm or corporation at his, their or its last known business address and sent by registered mail with return receipt requested.

31. MONTHLY ESTIMATES. On the first of each month, or within seven days thereof, during construction, the Contractor shall prepare and submit to the Engineer for approval, an estimate of the amount of labor performed and of the amount of materials incorporated in the work and/or acceptable materials delivered to the site.

Partial payment to the Contractor for work performed under a lump sum price shall be based on the detailed breakdown of the bid showing labor and material as prepared by the Contractor preceding start of construction and approved by the Engineer.

An Act of the 103rd General Assembly of the State of Ohio (Am. Sub. House Bill No. 627) is interpreted as follows:

Acceptable materials delivered to the site but not incorporated in the work will be paid at 92% of the invoice value of same. Until the job is 50% completed, the Contractor will be paid 92% of the estimated value of labor and material completed in acceptable form. This 8% retention of the first 50% of the job will be held by the Owner until 30 days after completion. After the job is 50% completed, material incorporated in the work and labor will be paid for at 100% of the estimated value of same as bid.

When the work is completed to the satisfaction of the Engineer and the Owner, the Contractor shall be paid an amount which will bring the total payments to him up to 96% of the contract price.

Estimates and payments shall be made about the first of each month unless, as provided by the act, when the rate of work and mounts involved are so large that it is deemed advisable by the Owner or Contractor, estimates and payments shall be made twice each month.

The Act makes reference to payments of estimates unless the Contractor does not prosecute the work with diligence and with the force specified or intended in the contract.

From the date of satisfactory completion and acceptance of the work, 4% shall be retained as additional security for thirty days for the faithful performance of the contract, after which time, if the contract has been faithfully performed, nothing shall be retained.

32. REPAIRS FOR ONE YEAR. The Contractor shall make all repairs due to defective workmanship or materials for the term of one year after the final acceptance date and shall correct and repair promptly during that time all defective work and material or whatever description. However, ordinary wear and tear or damage due to negligent or improper operation or maintenance on the part of the Owner shall not be considered any obligation of the Contractor. In case the Contractor shall neglect or fail to promptly make said repairs, after written notification, the Owner shall cause such repairs to be made at the expense of the Contractor and/or his surety.

As a guarantee for the faithful performance of the repairs for one year as outlined above, the Contractor shall furnish to the Owner a surety bond executed by an acceptable surety company in an amount of five percent of the final contract amount.

33. NON-DISCRIMINATION IN EMPLOYMENT. The Contractor agrees that in the hiring of employees for the performance of work under this contract or any subcontract, neither the Contractor, nor any Subcontractor, nor any person acting on behalf of either, shall, by reason of race, creed, or color, discriminate against any citizen of the State in the employment of labor or workers who are qualified and available to perform the work to which the employment relates; nor shall the Contractor, or any Subcontractor, or any person acting on behalf of either, in any manner discriminate against or intermediate any employee hired for the performance of work under this contract on account of race, creed or color.

34. The Contractor is hereby notified that city income tax must be deducted from all employees for any portion of this project which may be subject to municipal income tax and said Contractor must abide by all rules of the applicable municipal income tax department.

35. ASSIGNMENT. The Contractor shall not, without the written consent of the Owner, assign, transfer, convey, subcontract or otherwise dispose of or encumber this Contract or any part of his interest herein or in any of the moneys due or to become due and payable hereunder.

Funds payable to an assignee under any approved assignment shall be subject to all set-offs to which the Owner is otherwise entitled and to prior liens for services rendered and materials supplied in favor of all persons, firms or corporations rendering such services or supplying such materials.

In making application for subcontracting any portion of this contract, the Contractor shall state in writing to the Owner what such other information as may be required by the Owner, in order to ascertain whether such Subcontractor is responsible and able to perform the work or to furnish the materials as called for in the contract documents. The Owner will consider the Contractor's application to subcontract work and advise him by letter of its decision within seven days thereof. Subcontractors shall be bound to all of the conditions and covenants of the contract, except as may otherwise be agreed by the Owner in granting approval for their use.

The Contractor shall not subcontract more than 49% of the General Contract.

36. RESPONSIBILITY OF THE CONTRACTOR: The Contractor shall take all responsibility for work performed by them on the project, shall bear all losses resulting to them on account of the amount or character of the work or from any unforeseen obstruction or difficulties which may be encountered, or because the nature of the land in or on which the work is done is different from that which is assumed or was expected, or on account of the weather, floods, or other causes; and the Contractor shall assume the defense of and shall indemnify and save harmless the Coshocton County Commissioners, its officers and agents from all claims of any kind arising from the performance of their work on the project.

PERFORMANCE AND PAYMENT BOND

"KNOW ALL MEN BY THESE PRESENT, that we, the undersigned _____ as principal and _____ as sureties, are hereby and firmly bound unto the Coshocoton County Commissioners, Ohio, in the penal sum of \$ _____ to perform the project known as **TR 337 BRIDGE 1 REPLACEMENT**, for the payment of which will and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this ____ day of _____, 2022.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal did on the ____ day of _____, 2022, enter into a contract with the Coshocoton County Commissioners, Ohio, to undertake the project known **TR 337 BRIDGE 1 REPLACEMENT**, which said contract is made a part of this bond the same as though set forth herein;

Now, if the said _____ shall well and faithfully do and perform the things agreed by the Coshocoton County Commissioners, Ohio, to be done and performed according to the said contract; and shall pay all lawful claims of Subcontractors, materialmen, and laborers, for labor performed and material furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefor shall in any wise affect the obligations of said surety on its bond.

Principal

Surety

Address

Address

SEAL

SIGNATURE SHEET

IN TESTIMONY WHEREOF, the said parties have hereunto set their hands this day and year below written.

Witness

Coshocton County Commissioners

Date: _____

Witness

Signed

Title

Contractor's Name

Federal I.D. No. _____

Address

City State Zip

Telephone No.

Date: _____

LEGAL AND FISCAL OFFICERS

_____, 2022

The foregoing contract is approved as to form.

Jason W. Given
Coshocton County Prosecutor

I, *Christine Sycks*, Coshocton County Auditor, do hereby certify that I am the qualified and acting fiscal officer of Coshocton County, Ohio, and the amount of money to wit \$ _____ required to meet the cost of the attached contract between the Coshocton County Commissioners, Ohio, Owner, and _____, Contractor, is being provided by monies from *Ohio Public Works Grant identified as CU53Y in the amount of \$134,280 and Local Motor Vehicle Gas Funds* which has been lawfully appropriated. County Engineer local share has been appropriated in fund _____ for the purpose of said contract and the money so appropriated is on deposit (in process of collection) to the credit of the appropriate fund free from any previous encumbrances.

_____, 2022

Christine Sycks
Coshocton County Auditor