

PROJECT SPECIFICATIONS

FOR

**Ashland County
Courthouse HVAC System Upgrade
For Ashland County Commissioners
110 Cottage Street, Ashland, OH 44805**

The Board of Commissioners of Ashland County
State of Ohio
110 Cottage Street
Ashland, Ohio
44805

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INVITATION TO CONTRACTORS

Ashland County Courthouse HVAC System Upgrades for Ashland County Commissioners, 110 Cottage Street, Ashland OH 44805

Sealed bids will be accepted by the Board of Commissioners of Ashland County, State of Ohio, until 9:15 A.M. on Thursday, February 11, 2021. EDT at the Office of the Ashland County Commissioners, 110 Cottage Street, Ashland, Ohio 44805, for all work necessary for the Ashland County Courthouse HVAC System Upgrades for Ashland County Commissioners, 110 Cottage Street, Ashland, OH 44805.

The General Contract Estimate on this project is **\$990,000.00**

Each bid must contain the full name of every person or company interested in the same bid and must be accompanied by a bid guaranty satisfying the requirements of the Ohio Revised Code Section 153.54. Each contractor shall complete a "Non-Collusion" Affidavit and include it with the bid.

Ohio Revised Code Sections 9.311(a) and 9.311(b) requires that any bidder who submits a bid for rendering of services, or the supplying of materials or the construction, demolition, alteration, repair, or reconstruction of any public building, structure, highway, or improvement shall submit a bid bond, performance bond, payment bond, or combination of such bonds, executed by a surety or surplus lines company approved by the Superintendent of Insurance of the State of Ohio. If the surety or surplus lines company is not approved by the State of Ohio, the bid shall be deemed non-responsive and shall be rejected.

The bid guaranty may be of two forms: - A 100% bid guaranty and contract bond using the form in the contract documents. (The amount of the bid does not have to appear on this form.) - Or - A certified check, cashier's check, or letter of credit in favor of the Ashland County Commissioners, in the amount of ten percent (10%) of the bid. If the contract is awarded, a Contract Bond will be required, which is a one hundred percent (100%) payment and performance bond.

The bidder will be required to conform to all provisions of the Prevailing Wage Act of the State of Ohio. Ohio Revised Code sections 4115.04 and 4115.05 and related requirements.

The engineering firm for the project will be Ashland Comfort Control, 805 East Main Street, Ashland, OH 44805, Phone 419-281-0144, and e-mail address, joe.reep@ashlandcomfort.com

Owner's representative for the project will be Dennis Harris, Ashland County Building and Grounds Superintendent, 110 Cottage Street, Ashland, OH 44805, Phone: 419-282-4222, Fax: 419-281-6939. E-mail address is dharris@ashlandcounty.org

PDF copies of the plans, specifications and bid documents are available for download at www.ashlandcomfortcontrol.com/plans

Hard copies of plans, specifications and bid documents can be obtained at Richland Blueprint, 1069 Park Avenue West, Mansfield, OH 44906 (Telephone: 419-524-2781). The bidder must obtain the plans, specifications, etc. at their own expense and the cost is non-refundable.

Each bidder requesting that a set of plans, specifications, etc. to be mailed to the bidder shall pay the additional shipping and handling charges to Richland Blueprint.

The list of those firms or persons obtaining plans and documents will be reported at www.richlandblueprint.com

The bid shall include the costs to perform all the work shown on the drawings and described in the project specifications. Separate bids for portions of the project not listed on the BID form will NOT be accepted.

All bids shall be opened and read publicly, immediately after the closing time. No bids shall be withdrawn for a period of sixty (60) days after the date of opening.

Bids shall be made in duplicate and such bids shall be placed in a sealed envelope addressed to The Ashland County Commissioners and clearly marked as the Ashland County Courthouse HVAC System Upgrades for Ashland County Commissioners.

The successful contractor will be required to execute an affidavit that they are not delinquent in the payment of personal property taxes at the time of the award of the contract.

The Board of Commissioners of Ashland County, Ohio, reserves the right to reject any or all bids and to waive any irregularities in a bid, or to accept that bid which in the judgment of proper officials is to the best interest of the County.

The bidders are encouraged to attend a pre-bid meeting to be held on Monday, February 1, 2021 at 1:00 PM EDT at the Ashland County Courthouse, 142 West Second Street, Ashland, OH 44805. Deadline for questions: 5:00 PM on Monday, February 8, 2021.

In accordance with Ohio Revised Code Section 307.87 this shall serve as notification that this notice is available online at WWW.ASHLANDCOUNTY.ORG/BIDS

Gail Crossen, Clerk
Board of Commissioners
Of Ashland County, Ohio

Publish Date: **January 22, 2021**

OWNER AND CONTRACT INFORMATION

The Owner of the facility for the project will be:

The Ashland County Commissioners
110 Cottage Street
Ashland, OH 44805

The Owner's representative for the project will be:

Dennis Harris
Buildings and Grounds Superintendent
110 Cottage Street
Ashland, OH 44805
Office phone: 419-282-4222
Fax: 419-281-6939
E-Mail: dharris@ashlandcounty.org

The Engineering firm for the project will be:

Ashland Comfort Control
805 E. Main Street
Ashland, OH 44805
P: 419-281-0144
F: 419-281-6971

Joseph P. Reep
Joe.reep@ashlandcomfort.com

INSTRUCTION TO BIDDERS

SUBMITTAL OF BIDS: Bids shall be made on the forms herein. The bid documents shall be submitted in an entire complete package.

Submit Bids, in a sealed envelope bearing on the outside the name of the Bidder, the Bidder's address, and the name of the Project for which the Bid is submitted. If forwarded by mail, the sealed envelope containing the Bid shall be enclosed in another envelope addressed to the Owner specified in the Advertisement for Bid.

The Owner reserves the right to allow any Bidder a reasonable opportunity to cure a minor irregularity or technical deficiency in a bid, provided the irregularity or deficiency does not affect the bid amount or otherwise give the Bidder a competitive advantage.

The Owner realizes that certain provisions in its bid specifications and contract present a competitive disadvantage to certain bidders. For instance, a provision calling for a corporate board resolution may be impossible to obtain from a large corporation within the time allotted for bidding and contract execution. Under these circumstances there are often alternatives available that would satisfy the rationale behind the requirement. Owner will accept for consideration bids with such alternatives in lieu of the standard provisions supplied by Owner. However, the bidder runs the risk of having its bid rejected for nonconformance if all of these requirements are not met:

1. The substitution must be functionally equivalent to the original provision, and
2. The substitution must not give the bidder a competitive advantage (i.e., substituting \$500,000 of insurance coverage for a provision requiring one million).

If bidder desires to substitute alternative provisions, bidder must clearly designate the entire original provision and clearly designate the provision proposed for substitution. Ambiguous or vague language or designation will be cause for rejection of the bid.

Any substitutions made by bidder shall be approved or disapproved at Owner's sole discretion. Disapproval shall cause the entire bid to be rejected.

If the award of the Contract to the lowest and best Bidder is not in the best interest of the Owner, the Owner may accept, at its discretion, another bid so opened or reject all bids, and advertise for other bids, pursuant to Section 153.09, ORC. Such advertisement will be for such time, in such form, and in such publications as may be directed by the Owner.

LATEST REVISION: Whenever reference is made to a code, specification, manual, standard, or other technical publication, it shall be understood that the latest revision to such publication shall govern whether or not reference is made to such revision or some other revision date is shown.

FOREIGN CORPORATIONS: Definition: 'Foreign Corporation' means a corporation incorporated under the laws of another state. No contract shall be entered into with a foreign corporation until the Secretary of State has certified that such corporation is authorized to do business in Ohio; and until, if the Bidder so awarded the Contract is a person or partnership, it has filed with the Secretary of State a Power of Attorney designating the Secretary of State as its agent for the purpose of accepting service of summons in any action brought under Section

153.05 of the Ohio Revised Code or under Sections 4123.01 to 4123.94, inclusive of the Revised Code.

BID OPENING EXTENSION: If any Addendum is issued within 72 hours prior to the published time for the bid opening, excluding Saturdays, Sundays and legal holidays, the bid opening shall automatically be extended one (1) week, with no further advertising required, pursuant to Section 153.12, ORC.

BID GUARANTY: Each bid shall contain the full name and address of the Bidder and shall be accompanied by a certified check, cashier's check or letter of credit in the amount of ten percent (10%) of the amount bid, made payable to the Owner, or by a bond in full amount of bid signed by a Surety authorized to do business in Ohio, as a guarantee that, if the bid is accepted, the Contract will be entered into and its performance properly secured. Said bond shall be in the form specified by Ohio Revised Code, Section 153.571 and may be combined with a performance bond.

The Bid Guaranty shall be computed on the basis of the bid submitted for all items using the higher priced alternates if alternate bids are required.

The bid guaranty shall be conditioned to provide that if the bid is accepted, the Bidder will, after the award of the Contract, enter into a proper Contract in accordance with the bid, plans, details, specifications and bills of material.

FORFEITURE OF DEPOSIT: The Bidder to whom the Contract is awarded shall execute the Contract and supply the required bonds within ten (10) days after the day written notice to do so is mailed, or within such extended period as the Owner may grant, to such Bidder by the Owner.

Upon failure to do so, the Owner may either award the Contract to the next lowest and best Bidder or re-advertise for bids, and may charge against the defaulting Bidder the difference between the amount of his bid and the amount for which a Contract for the work is subsequently executed, plus the costs of re-bidding should that be the approach utilized, irrespective of whether the amount thus due exceeds the amount of the bid bond.

If a more favorable bid is received by re-advertising, the defaulting Bidder shall have no claim against the Owner for a refund.

In the case a bid is rejected, or in case a Bidder is determined not to be the lowest and best Bidder, the bid guaranty submitted with the bid will be released or returned to the unsuccessful Bidder. Bid guaranty shall be returned to the successful Bidder upon filing of the performance/payment bond.

No Contract shall be considered binding upon the Owner until the execution of the Contract by the Owner.

SIGNATURE OF BIDDERS: The firm, corporate, or individual name of the Bidder must be signed by the Bidder in the space provided for the signature on the bid blank. If the Bidder is a corporation, the name of the corporation, the name and title of the officer duly authorized to sign. In case of a partnership, the signature of one of the partners must follow the firm name. Bids may be signed by an attorney-in-fact, provided they are accompanied by a duly executed power-of-attorney.

All successful Bidders who are corporate bodies shall furnish at the time of execution of the Contract a resolution of the Directors of the Corporation evidencing authority of the officer signing the Contract to do so; likewise, agents of Bonding Companies shall furnish Power of Attorney bearing the Seal of the Company evidencing such agents' authority to execute the particular type of bond to be returned.

COMPETENCY OF BIDDERS: The Contract will not be awarded to any Bidder who is in default under any obligation to the Owner or whose Surety is so in default.

QUALIFICATIONS OF BIDDERS: The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform work, and the Bidder shall furnish to the Owner all such data and information for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.

INTERPRETATION OF SPECIFICATIONS: Any person contemplating submitting a bid for the proposed work, in doubt as to the true meaning of any part of the Specifications, may submit *to the Owner's engineering firm, Joseph Reep, Ashland Comfort Control, and a copy to the Buildings and Grounds Superintendent a written request in the form of e-mail or fax for an interpretation thereof. No requests for interpretation of documents will be accepted by the Owner's representative or the Buildings and Grounds Superintendent or Ashland Comfort Control. the engineering firm for this project within five (5) days of the time set to receive the Bids. All requests should be in the form of an e-mail or fax. Any interpretation of the Specifications will be made only by an Addendum duly issued, and a copy of such Addendum will be mailed, faxed or delivered to each person known by Owner to have received a set of Specifications. The Owner's engineering firm, Ashland Comfort Control, will be responsible for any explanation or interpretation of the specifications and drawings. It is each Bidder's responsibility to check with the Buildings and Grounds Superintendent prior to submission of the bid to be sure that all Addenda have been received and examined.*

FAMILIARITY WITH THE WORK: The Bidder, before submitting a bid, shall carefully examine all bid documents, plans, specifications, supplemental specifications, special conditions, general conditions, addenda, contract forms and all available information; with respect to structural conditions; shall visit the site to make a thorough investigation of conditions that may in any manner affect the performance of the work; shall familiarize himself with federal, state and local laws, ordinances, rules and regulations affecting performance of the work; and shall carefully examine the Contract Documents. The Bidder's obligations hereunder shall include, but not be limited to, making such additional surveys and investigations, including attendance of the pre-bid meeting, verification of locations of the boilers, routing of piping, including plumbing pipe, combustion air piping, and exhaust piping, routing of electrical, routing or installation of any other items needed to complete the project. The bidder should get all information, measurements etc. needed in order to submit an accurate bid price for performance of the work. Permission to make additional site visits beyond the pre-bid meeting should be directed to the Building and Grounds Superintendent.

The successful Bidder agrees by signing the Contract that he will make no claim for additional payment or for an extension of time for completion of the work or for any other concession because of any misinterpretation or misunderstanding on his part of the Contract Documents, or because of any failure on his part to fully acquaint himself with all conditions relating to the work.

The submission of a bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this section.

EQUIVALENT QUALITY: The Contract Specifications require the furnishing and installation of Materials, which have been determined to be the most satisfactory for this Project.

Whenever an item of material or equipment is described in the Specifications as being that made by a particular manufacturer, whether or not the words "or equal" or "approved equal" appear, it shall be understood that an item of material or equipment which is similar to that described and suitable for the same use and capable of performing the same function, with the same or better degree of durability, dependability, and efficiency, may be approved.

The Contractor can propose an item of material or equipment functionally equivalent to that named and specified. If such item of material or equipment is functionally equal, and does not constitute a substitution, and enough information is presented to permit the engineering firm to determine that no change in related work will be required, it may be considered as 'or-equal' by the engineering firm.

SUBSTITUTES: If an item of material or equipment proposed by the Contractor does not qualify as an 'or-equal' item, it will be considered a proposed substitute item.

The Contractor shall submit sufficient information as to allow the engineering firm to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore.

Requests for review of proposed substitute items of material or equipment will not be accepted from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute item of material or equipment, the Contractor shall first make written application to the engineering firm and a copy to the Buildings and Grounds Superintendent for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified.

The e-mail or fax request will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice contractor's achievement of completion on time, whether or not acceptance of the substitute for use in the work will require a change in any of the Contract documents (or in the provisions of any other direct Contract with the Owner for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty.

All variations of the proposed substitute from that specified will be identified in the request and available maintenance, repair and replacement service will be indicated. The request will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other Contractors affected by the resulting change.

All data to be provided by the Contractor in support of any proposed 'or-equal' or substitute item shall be at the Contractor's expense. No additional charge to the Owner will be permitted for any item required in order to make the substitute function as intended.

MATERIAL SUBSTITUTES Material substitutes must have all manufacturer specifications, application requirements, etc. enclosed with the requests and with the bid, if allowed by the Engineer.

ADDENDA AND INTERPRETATIONS: No official interpretation of the meaning of the drawings, specifications or other pre-bid documents will be made to any Bidder orally.

Every request for such interpretation should be sent by fax or e-mail to the Architect and copied to the Buildings and Grounds Superintendent, and to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be faxed or e-mailed to all known prospective Bidders (at the respective fax numbers or e-mail addresses furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the Contract Documents.

WITHDRAWAL OF BIDS: Bidder may withdraw his bid any time prior to the scheduled time for opening bids. Bids may not be withdrawn for a period of 60 days after opening. Within the 60 day period, the Owner reserves the right to accept any bid that was properly submitted on the Bid date.

BASIS OF AWARD. QUANTITIES AND UNIT PRICES: Award of the Contract will be made to the lowest and best Bidder, as the applicable law may provide who meets the requirements of the Contract documents.

In determining which Bidder is the lowest and best, the Owner shall consider the Base Bid and any Alternate or Alternates, which the Owner determines to accept. In the bid there shall be stated separately for each Item, the unit price bid or total price as requested on bid form. Prices shown in the bid shall be realistic prices for Material and Labor. Arithmetical errors in the bid will be corrected. Bids will be compared on the basis of the total price of all Items, using the quantity estimates and total cost estimates supplied by the engineering firm. Partial and final payments to the Contractor will be based on the unit prices bid, or if lump sum items, or a lump sum Contract, on an approved schedule apportioning the lump sum price(s) to the principal features forming a part of the Work covered thereby.

The total of the accepted Alternate(s) will be added to or deducted from the Base Bid for the purpose of determining the lowest Bidder.

A bid for a Contract shall be considered responsive if the Bidder's bid responds to the Contract Documents in all material respects and contains no irregularities or deviations from the Contract Documents, which would affect the amount of the bid or otherwise give the Bidder a competitive advantage.

- * In accordance with Section 9.311, ORC, the bid shall be rejected as nonresponsive if the Bond is executed by a Surety not licensed in Ohio.
- * If the lowest and best Bidder is not responsive, such Bidder shall be notified accordingly.

In determining whether a Bidder is best, factors to be considered include, without limitation:

- * The preference provisions of Section 153.012, ORC, where applicable;
- * The experience of the Bidder;
- * The financial condition of the Bidder;
- * The conduct and performance of the Bidder on previous contracts, which shall include, without limitation, prevailing wage laws;
- * The facilities of the Bidder;
- * The management skills of the Bidder;
- * The safety record and policies of the Bidder;
- * The ability of the Bidder to execute the Contract properly and within the time allowed.

The Owner shall obtain from the lowest and best responsive Bidders any information the Owner deems appropriate to the consideration of the factors listed above. The Contract shall be awarded to the lowest and best Bidder unless all bids are rejected.

If the lowest Bidder is not the best and all bids are not rejected, the Owner shall follow the procedure set forth above, with each next lowest responsive Bidder until the Contract is awarded, all bids are rejected or all bids are determined to be not responsive.

REJECTION OF BIDS: Owner reserves the unqualified right to reject any or all bids and to waive any informalities in the bids received.

The Owner may consider as informal any bid on which there is an alteration of or departure from the bid form attached hereto, and at its option may reject same.

If the lowest Bidder is not the best, the Owner shall reject such bid and notify the Bidder in writing by certified mail of the finding and the reasons for finding that the Bidder is not the best. Bidders with unresolved Findings for Recover on the State auditor's web site will be disqualified. Bidders who cannot meet the requirements of the Ohio Terrorism Act (Sections 2909.32 to 2909.34 O.R.C.) will be disqualified.

A Bidder who is notified in accordance with the above, may object to such rejection by filing a written protest, which must be received by the Owner within five (5) days of the notification provided pursuant to the above paragraph.

Upon receipt of a timely protest, the Owner shall meet with the protesting Bidder to hear the Bidder's objections. Chapter 119, ORC, shall not be applicable to such meeting.

No award of the Contract shall become final until after the Owner has met with all Bidders who have timely filed protests and the award of the Contract is affirmed by the Owner.

If all protests are rejected at the Owner's discretion, the award of the Contract shall be affirmed by the Owner or all bids shall be rejected.

NOTICE OF AWARD: The Owner shall notify the apparent successful Bidder that upon satisfactory compliance with all conditions precedent for Contract execution, within the time specified, the Bidder will be awarded a Contract.

The Owner reserves the right to rescind any Notice of Award if the Owner determines the Notice of Award was issued in error.

LIST OF SUB-CONTRACTORS: Within seven days after the low Bidder has been determined and so notified (Holidays excepted) he may be required to submit a list of all Sub-Contractors he intends to employ on the work in this Contract, for approval by the Owner. Failure to submit a list upon request will be understood as indicating the Bidder will do all work required with his own forces.

The employment of any Sub-Contractor, not indicated on the list submitted, will not be allowed except with permission of the Owner.

PERFORMANCE/PAYMENT BOND: The successful Bidder shall furnish satisfactory bond in the full amount of the Contract price, (100%) by a surety authorized to do business in the State of Ohio and acceptable to the Owner, insuring the fulfillment of all provisions of the Contract and covering all guarantees herein provided for and the payment of all persons furnishing labor and Materials in the prosecution of the work.

A bid guaranty submitted in the form of a bond in the full amount of the bid, signed by a Surety authorized to do business in Ohio, will be acceptable as the Performance/Payment Bond. Said bond shall be in the form specified by Ohio Revised Code Section 153.570 and may be combined with a bid guaranty bond.

ADDITIONAL SECURITY: In every case where a bond is required, should any Surety thereon become, in the opinion of the Owner, unacceptable as Surety at any time during the period covered by the bond, the Contractor shall promptly furnish such additional security as the Owner may require in order to protect its interests and those of persons supplying labor and Materials in the prosecution of the work.

SUPPLEMENTAL INFORMATION: Each Bidder shall, if requested, prior to any Contract award, submit detailed data and specifications on various Items of equipment and appurtenances to be supplied by him. This shall include the make of the equipment, characteristics, weight, dimensions, guarantees, manner of installation and all other pertinent matters.

COMMENCEMENT AND COMPLETION OF THE WORK: The Contractor shall commence the work to be performed under this Contract on a date to be specified in a written "Notice to Proceed", issued by the Owner, and shall fully complete all work hereunder within the number of consecutive calendar days, or by the date, stipulated in the bid.

CONTRACTOR'S INTERFERENCE: The Owner reserves the right to enter into other Contracts for work to be performed or Materials to be furnished in or about the site of the work covered by this Contract while the work covered by this Contract is being performed. The Contractor must, insofar as possible, employ methods and means of carrying out the work covered by this Contract so that it will not cause any interruption or interference with any other work or Contractor.

FEDERAL OHIO AND LOCAL LAWS: INSURANCE: The Bidder's attention is called to Federal laws, Ohio laws, and ordinances relative to the employment of laborers on public work and the necessity of being thoroughly informed in relation thereto. Particular attention is directed to statutory requirements regarding discrimination in employment, minimum wages, overtime pay, workmen's compensation coverage, and the licensing of corporations organized under the laws of states other than Ohio.

Local and the State of Ohio income tax laws applicable to this Contract, if any, shall be complied with; it shall be the duty of the Contractor to ascertain if such laws exist.

Bidder's attention is also directed to the requirements relative to liability and property damage insurance coverage set forth in the General Conditions.

EXCLUSION OF OHIO SALES AND USE TAX FROM BID PRICE: The Bidder is directed to exclude from the bid price Ohio Sales or Use Tax on Materials which are to be incorporated into the project as distinguished from those consumed in connection with the construction of the Project. Likewise, the bid price shall not include Ohio County Sales or Use Tax on such Materials.

This Project is exempt from Ohio and County Sales and Use Taxes on Materials so incorporated. It shall be the duty of the Contractor to obtain, complete and supply to vendors an exemption certificate in a form prescribed by the Ohio Tax Commissioner under his Rule TX-11- 03.

PAYROLL REQUIREMENTS: As per Chapter 4115 of the Ohio Revised Code, Section 4115.99, as amended, and Section 4115.071: The Owner shall, no later than 10 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, having duties as set forth in Section 4115.071.

Each Contractor and Subcontractor shall, as soon as he begins performance under his Contract with any contracting Public Authority, supply to the Prevailing Wage Coordinator 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 within 2 weeks after each pay date, a certified copy of his current address, social security number, number of hours worked during each day of the pay period and the total payments, and deductions from his wages. If the life of the Contract is expected to be no more than four months from the beginning of performance by the Contractor or Subcontractor, such supplemental reports shall be filed each week after the initial report. The Certification of each payroll shall be executed by the

Contractor, Subcontractor, or duly appointed agent thereof and shall recite that the payroll is current and complete and that the wage rates shown are not less than those required by the Contract.

If this Contract is to be paid in whole or in part by funds received from the Federal Government, the Federal Rates of Prevailing Wages will be applicable. In all other instances, the State of Ohio Rates of Prevailing Wages will apply.

EQUAL EMPLOYMENT OPPORTUNITY:

Pursuant to R.C. 125.111, and as further consideration for the attached Agreement, _____ agrees that, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates, and no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

_____ certifies that it is in compliance with all applicable requirements of R.C. 125.111.

PAYMENTS: Payments, partial payments, escrow, and retainage are governed by Ohio Revised Code Sections 153.12 through 153.14.

PROJECT SPECIFICATIONS

Project Specifications and Important Information for the Ashland County Courthouse HVAC System Upgrades for Ashland County Commissioners, 110 Cottage Street, Ashland, OH 44805.

Special Instructions, specifications and other important information pertinent to the Ashland County Courthouse HVAC System Upgrades not contained in these bid specifications are included in the drawing package issued for bidding January 22, 2021 and all subsequent Addenda.

**Dennis Harris, Building & Grounds Superintendent
Ashland County Commissioners
110 Cottage Street
Ashland, Ohio 44805
419-282-4222
419-281-6939 (fax)
dharris@ashlandcounty.org**

BID FOR PUBLIC IMPROVEMENT

To

Board of County Commissioners
Ashland County, Ohio

**Ashland County Courthouse HVAC System Upgrades
for Ashland County Commissioners,
110 Cottage Street, Ashland, OH 44805**

The undersigned,

having carefully examined the entire site and location for the work included in this Contract, and also having carefully examined and read the Specifications for Ashland County Courthouse HVAC System Upgrades for Ashland County Commissioners, Contract and Contract documents, including

Addendum No. _____ dated _____

Addendum No. _____ dated _____

who understands and accepts them as sufficient for the purpose, hereby propose to comply with the said requirements to furnish all necessary labor, materials, and services and to do and construct all the said work in accordance with said Specifications, Addenda, Bid and General Conditions and to complete said work within the stipulated time for the following sums, to wit:

Bid Proposal and Alternate Bids -All blanks must be completed.

Total Project Cost for Ashland County Courthouse HVAC System Upgrades

BASE BID \$ _____

BID FOR PUBLIC IMPROVEMENT - CONTINUED

The said Contractor, _____ further proposes and agrees that if awarded the Contract will complete the said work of the **Ashland County Courthouse HVAC System Upgrades for Ashland County Commissioners, 110 Cottage Street, Ashland, OH 44805** no later than ** 120 days after "Notice to Proceed" as described in the General Conditions, and the undersigned further agrees that if the completion of the work is delayed beyond the time so specified for Substantial Completion, the Owner may retain from the monies which are, or which may become due from said Contractor the sum of \$500.00 for each and every day the completion of the work be delayed beyond the time stipulated herein, and that such amount so to be retained is mutually agreed as liquidated damages accruing to the Owner, because of such delay.

The undersigned, _____ hereby certifies that no person interested in this bid is directly or indirectly interested in or connected with any other bid or proposal for said work, and no member of the Board of Commissioners or other officer of the Owner is directly or indirectly interested therein, or in any portion thereof.

A certified check, cashiers check or letter of credit in the sum of ten percent (10%) of the amount bid, or a bid guaranty in the full amount of the bid, issued by

(Surety), accompanies this bid.

BID BONDS AND PERFORMANCE BONDS MUST USE SUBSTANTIALLY THE SAME LANGUAGE PRESCRIBED BY OHIO REVISED CODE SECTIONS 153.57 (PERFORMANCE BONDS) AND 153.571 (BID BONDS). BOND FORMS WITH THE STATUTORY LANGUAGE ARE INCLUDED IN THIS PACKET. IF THE LANGUAGE OF THE SUBMITTED BOND IS NOT IDENTICAL TO THE LANGUAGE IN THE ENCLOSED FORMS, OWNER RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO DETERMINE WHETHER THE LANGUAGE IS SUBSTANTIALLY IN THE SAME FORM AS THE STATUTORILY PRESCRIBED LANGUAGE. OTHER BOND FORMS SUCH AS AIA ARE NOT ACCEPTABLE.

SIGNATURE AND ADDRESS OF BIDDER:

Date: _____

Telephone No.: _____

NOTE: The bid must be signed by a partner if the Contractor is a partnership, by an officer of the corporation if the Contractor is incorporated, by all parties, partnerships or corporations involved if the Contractor is a joint venture.

Do not use if certified check, cashiers check or letter of credit accompanies bid.

LIST OF INTERESTED PRINCIPALS INCLUDING OWNERS AND OFFICERS

The names and addresses of persons interested as principals in this bid are as follows: (Write first name in full).

(Fill in prior to bidding)

GENERAL CONDITIONS

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GENERAL CONDITIONS

DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

- A. Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.
- B. Bidder - The person, partnership, joint venture or corporation submitting a bid for the Work contemplated, acting directly or through a duly authorized representative.
- C. Change Order - A written order to Contractor signed by Owner Authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the issued after the effective date of the Contract.
- D. Contract Time - The number of days or the date stated in the Bid for the completion of the Work.
- E. Contractor - The person, firm, partnership, joint venture or corporation to whom the Contract is awarded by the Owner, and who is subject to the terms thereof.
- F. Days - A calendar day of twenty-four hours measured from midnight to the next midnight.
- G. Defective - An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract documents, or has been damaged prior to the Engineer and Ashland County Official's recommendation of final payment.
- H. Drawings - The Drawings prepared on behalf of the Owner and the plans, profiles, typical sections, standard and special detail Drawings, or reproductions thereof, which show the location, character, dimensions and details of the Work. Ashland Comfort Control drawings for Ashland County Courthouse HVAC System Upgrades for Ashland County Commissioners, are considered drawings for this project.
- I. Field Order - A written order issued by the Engineer and Ashland County Official, which orders minor changes in the Work but which does not involve a change in the Contract Price or the Contract Time.
- J. Final - Acceptance of all of the Work required by the Contract (or Acceptance of the part of the Contract involved) at the end of the guarantee period stipulated for such Work.
- K. Materials - All raw and prepared Materials and manufactured and fabricated products entering into or held for use in the Project.
- L. Notice - A written notice given by the Owner to Contractor (with a Proceed copy to the Engineer and Ashland County Official) fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform his obligation under the Contract Documents.

- M. Owner - Ashland County, Ohio, acting through its properly authorized agents.
- N. Payroll Cost - Regular and overtime wages or salaries, plus bonuses, federal, state and local payroll taxes (including, without limitation, Workmen's Compensation and Unemployment Compensation premiums), and fringe benefit costs (including without limitation, life, medical and disability income insurance premiums, pension and profit sharing plan contributions, and vacation and sick leave allowances).
- O. Project-All Work to be performed by the Contractor pursuant to the Contract.
- P. Pronouns - All pronouns having "Owner" or "Ashland County Official" as their antecedent are of singular number and neuter gender regardless of the actual identity and character of the Owner and the Ashland County Official, and all pronouns having "Bidder", "Contractor", "Sub-contractor", or "Resident Representative" as their antecedent are of singular number and masculine gender, regardless of the actual identity and character of the Bidder, Contractor, Sub-Contractor or Resident Representative.
- Q. Resident - The authorized representative of the Ashland County (Project) Commissioners who is assigned to the site or any Representative part thereof.
- R. Ashland County Official - Buildings and Grounds Superintendent.
- S. Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by Contractor, a Subcontractor, manufacturer, fabricator, supplier or distributor and submitted by Contractor to illustrate material or equipment for some portion of the Work.
- T. Specifications - All written matter relative to Work required to be done, the Materials and equipment to be furnished and/or installed, the method of measurement of the quantity of Work done, and the method of payment for the Work performed which is contained in the Contract.
- U. Sub-contractor - A person, firm, partnership, joint venture, or corporation, other than the Contractor, supplying labor and Materials, or labor, for the Work at the site of the Project.
- V. Substantial - The Work (or a specified part thereof) Completion has progressed to the point where, in the opinion of the Ashland County Official as evidenced by his statement of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended; or if there be no such statement issued, when final payment is due. There may remain, after such date, some grading, seeding, and cleaning up of the Contractor's plant or other minor work which does not prevent the continuous use of the structures or facilities by the Owner. The terms "Substantially Complete" and "Substantially Completed" as applied to any Work refer to Substantial Completion thereof.
- W. Supplier - A person, firm, partnership, joint venture or corporation other than the Contractor or Sub-contractor, supplying Materials and/or equipment for the Work to be installed by the Contractor or Sub-contractor at the site of the Project.
- X. Surety -Any person, partnership, joint venture or corporation that has executed as Surety or guarantor any bond submitted hereunder.

- Y. Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.
- Z. Engineer would be a consultant(s) contracted by the Ashland County Commissioners for the project. Not all projects will have an Architect and/or Engineer. There may only be the County Official coordinating the project.

INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

All Work and Materials mentioned in the Specifications and not shown on the Drawings, and all Work and Materials shown on the Drawings and not mentioned in the specifications, and all Work and Materials necessary for the completion of the Project according to the true intent and meaning of the Drawings, Specifications, and other Contract documents, shall be furnished, performed and done, as if the same were both mentioned in the Specifications and shown on the Drawings.

Should anything be omitted from the Drawings or Specifications which is necessary to a clear understanding of the Project or should any error appear either in any of the various documents furnished or Work done by others with respect to the Project, the Contractor shall promptly notify the Engineer and Ashland County Official of such omission or error and, in the event of his failure to do so, shall make good any damage to or defect in the Work caused thereby. Notification should be by phone followed by fax or e-mail.

In case of discrepancies not otherwise resolved, figured dimensions shall govern over scaled dimension; Specifications and detail, shop and setting Drawings shall govern over general Drawings; and Special Provisions shall govern over all other Contract Documents.

DETAIL DRAWINGS

If any detail Drawings show more elaborate or expensive Work than is specified and indicated by general Drawings, notice thereof must be given to the Engineer and Ashland County Official by the Contractor within ten (10) days after the receipt of such detail Drawings in order that they may be amended or the additional expense on account of such Work may be determined and authorized. If the Engineer and Ashland County Official do not receive such notice from the Contractor within such period, the Contractor shall execute the Work in accordance with the detail Drawings without claim for extra compensation. Notification should be by phone followed by fax or e-mail.

SHOP DRAWINGS

Shop Drawings shall, in general include:

After checking and verifying all field measurements, the Contractor shall submit to the Engineer and Ashland County Official for review, four (4) copies (or at Engineer and Ashland County Official's option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of Contractor and identified as the Engineer and Ashland County Official may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the Engineer and Ashland County Official to review the information as required.

The Contractor shall also submit to the Engineer and Ashland County Official if required for review with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of Contractor, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

The Engineer and or Ashland County Official shall review, with reasonable promptness consistent with sound professional practice, and take appropriate action on Shop Drawings, product data, samples and other submittals required by the Contract Documents. Review shall be only for general conformance with design concept and general compliance with the information given in the Contract Documents.

Review of a specific item shall not indicate acceptance of an assembly of which the item is a component. The Engineer and Ashland County Official shall not be required to review and shall not be responsible for any deviations from the Contract Documents not clearly noted by the Contractor, nor shall the Engineer and Ashland County Official be required to review partial submissions or those for which submission for correlated items have not been received.

Contractor shall be responsible for determining and verifying all quantities, dimensions, materials, fabrication processes, construction methods, coordination with the work of other trades, construction safety precautions, and similar data, and for reviewing or coordinating each Shop Drawing or sample with the requirements of the Work and the Contract Documents. If there are any discrepancies with the area sizes, please notify the owner immediately.

Contractor shall make any corrections required to accommodate exceptions taken by the Engineer and or Ashland County Official and shall return the required number of corrected copies of Shop Drawings and resubmit new samples to the Engineer and Ashland County Official if required. Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the Engineer and or Ashland County Official on previous submissions.

The Engineer and Ashland County Official shall review with reasonable promptness Shop Drawings and samples. Review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. Acceptance without exception of a separate item as such will not indicate corresponding acceptance of the assembly in which the Item functions. Contractor shall make any corrections required to accommodate exceptions taken by the Engineer and or Ashland County Official and shall return the required number of corrected copies of Shop Drawings and resubmit new samples to the Engineer and Ashland County Official if required. Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the Engineer and or Ashland County Official on previous submissions. Contractor's stamp of approval on any Shop Drawing or sample shall constitute a representation to Owner and the Engineer and or Ashland County Official that Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or he has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents.

Where a Shop Drawing or sample submission is required by the Specifications, no related Work shall be commenced until the submission has been reviewed by the Engineer and or Ashland County Official. A copy of each reviewed Shop Drawing and each reviewed sample shall be kept in good order by Contractor at the site and shall be available to the Engineer and Ashland County Official.

The Engineer and Ashland County Official's review of Shop Drawings or samples shall not relieve Contractor from his responsibility for any deviations from the requirements of the Contract Documents unless Contractor has in writing called the Engineer and Ashland County Official's attention to such deviation at the time of submission and the Engineer or Ashland County Official has given written approval to the specific deviation, nor shall any review by the Engineer and or Ashland County Official relieve Contractor from responsibility for errors or omissions in the Shop Drawings.

If, because of poor or inadequate detailing of Materials on the part of the Contractor's vendors, or poor or inadequate checking by the Contractor, it becomes necessary for the Engineer and or Ashland County Official to review Shop Drawings for the same item more than twice, the Contractor shall reimburse the Engineer and or Ashland County Official, or shall have deducted from monies owed to him, the expense involved on the basis of payroll cost plus one hundred percent (100%) plus any reimbursable expenses.

PERFORMANCE AND PAYMENT BONDS

Upon receipt of the delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified under these General Conditions. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. The bond shall be for 100 percent of the contract price. A Payment Bond and Performance Bond are required. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney. Under certain conditions, and within the limits of State and local laws and regulations, the Owner may waive the requirement that the Payment and Performance Bond be underwritten by a surety company and may authorize in lieu thereof, a personal bond backed by a letter of credit from a local lending institution for the full value of the Contract.

OBLIGATIONS OF CONTRACTOR IN GENERAL

Each Contractor shall furnish all Materials and labor and all scaffolding, ladders, tools, machinery, equipment, appliances, supplies, transportation, and other things and services of every kind necessary to perform and complete the Project.

Before starting the Project, the General Contractor shall submit to the Engineer and Ashland County Official for review and acceptance, an estimated progress schedule indicating the starting and completion dates of the work.

The Contractor shall develop the progress schedule and the same schedule shall be updated weekly to reflect both revisions and actual progress. At such time, Contractor, Owner, Architect and or Engineer and Ashland County Official shall discuss any unforeseeable problems with completing the schedule in time so that appropriate steps can be taken by the appropriate parties.

Type of Schedule shall be approved by the Engineer and Ashland County Official. Failure to furnish or to comply with said schedule above will be deemed to be a breach of the Contract.

Each Contractor shall be exclusively responsible for supervision of his part of the Project, all aspects of safety at the Project site and the performance of Work under this Contract.

REPRESENTATIVE OF CONTRACTOR

There shall be a representative of the Contractor at the Project site at all times who has been duly authorized to act for and in behalf of the Contractor to receive communications and take actions with respect to the Project.

SAFETY REQUIREMENTS

Any construction under the Contract shall be performed in accordance with the "Specific Safety Requirements of the Industrial Commission of Ohio Relating to Construction", published by the Industrial Commission of Ohio, Division of Safety and Hygiene.

The Contractor shall not require laborers or employed in the performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to their health or safety. The Contractor and subcontractor shall comply with the Occupational Safety and Health Act of 1970 during the conduct of performance on and in connection with this Project. Said compliance shall include observance with the Safety and Health Regulations for Construction as issued by the Secretary of Labor and as set forth in Title **XXIX**, Code of Federal Regulations, Chapter XVII, Part 1926, as they are now in existence and as may be hereinafter amended.

CLEANING UP

As the Work progresses, the Contractor, without extra charge, shall: restore and clean all areas worked in; remove all rubbish; and put the site generally in a neat and orderly condition.

Hallways shall be free of waste materials, broom clean and in full repair at completion. All dirt, excess parts shall be removed daily. Floors shall be cleaned daily.

QUALITY OF MATERIALS

All Materials shall be new and the best of their respective kinds. The Contractor shall give the Engineer and County Official advance data as to the kind and quality of Materials to be used, including application requirements of the manufacturer.

All equipment (computers, monitors, telecommunications, VCRs, etc.) provided as part of the contract shall be accompanied by documentation that shall become the property of owner. Said documentation shall include but is not limited to manuals, diagrams, schematics, part numbers and specifications for each piece of equipment such that a repairman or technician would make use of in servicing or repairing the equipment. All such documentation as is available to a factory or manufacturer's authorized service representative shall be provided. Owner shall not use or allow the use of said documentation except to repair its own equipment. Documentation includes information contained in computers (on line or otherwise), on disks, on paper, or in any other form. Said documentation will include any password(s) necessary to access information.

The Contractor shall not incorporate in the Project any Materials for which tests are required until the tests have been made and the Materials found acceptable and in accordance with the Specifications. Rejected materials shall be removed from the site immediately and shall not be incorporated in the Project.

QUALITY OF WORKMANSHIP

All employees shall be skilled and experienced in the techniques of the trade in which they are working. The completed Work shall reflect workmanship commensurate with the foregoing requirements.

DEFECTIVE MATERIALS OR WORK

Should any Materials or Work be discovered which do not comply with the Contract documents, then, regardless of whether such Materials or Work previously have been inspected or approved, such Materials or Work shall be removed, replaced, repaired or otherwise remedied at the Contractor's expense.

Should defective Materials or Work be suspected and the Engineer and or County Official so require, the Contractor shall uncover, take down or make openings in the finished Work at such points as the Engineer and or County Official designates for the purpose of allowing an examination of such Materials or Work. Should Materials or Work thus exposed and examined prove satisfactory, the uncovering, taking down or making of openings, replacing of the covering and making good of parts removed shall be paid for in accordance with the Contract prices for the items involved; but should the Materials or Work examined prove unsatisfactory, the uncovering, taking down or making of openings, replacing and making good shall be at the Contractor's expense. The inspection or approval of Materials or Work shall not relieve the Contractor from any of his obligations to fulfill the Contract as herein prescribed.

CHANGES IN THE PROJECT

The Owner may make any changes in the Materials, plan or any other aspect of the Project. Adjustment of the Contract price for such changes shall be made under Section G.16 of the General Conditions. No change in the Project which diminishes the quantity of work to be performed under the Contract shall entitle the Contractor to claim any damages, whether for anticipated profits or otherwise.

CONTRACTOR'S CLAIM FOR DAMAGES

If the Contractor believes he is entitled to any damages by reason of acts of the Owner or its agents, he shall submit a written statement to the Engineer and Owner of the nature and amount of such damages within seven (7) days after they are sustained. Unless such statement is submitted as aforesaid, the Contractor shall be deemed to have fully and finally waived any claim on account of such damages.

ABANDONMENT AND FORFEITURE OF WORK

If the Work to be done under this Contract is abandoned by the Contractor, or if any part of such Work is assigned or sublet by the Contractor otherwise than is permitted herein, or if the performance of any part of such Work is unnecessarily or unreasonably delayed, or if the Contractor willfully violates any of the conditions or covenants of the Contract, or executes the same in bad faith, or if the Project is not fully completed within the time to which such completion may be extended as herein provided, the Owner, at its option, may notify the Contractor to remedy his defaults or to discontinue all work hereunder. In the event the Contractor's defaults are not remedied to the Owner's satisfaction within ten (10) days after the service of notice to remedy the same, or in the event the Owner notifies the Contractor to discontinue all Work hereunder, the Owner shall have the right to complete the Project or such parts thereof, and to use such Materials, machinery, tools and equipment as it may find upon the site of the Project for such purpose, and to charge all costs thus incurred to the Contractor.

The costs so charged shall be deducted by the Owner out of such monies as then may be or at any time thereafter may become due to the Contractor under this Contract. In case such costs exceed all monies payable under this Contract to the Contractor, the amount of such excess shall be paid by the Contractor to the Owner promptly after completion of the Project, and in case such costs shall be less than all monies payable under this Contract to the Contractor, the difference shall be paid by the Owner to the Contractor promptly after completion of the Project. When a part only of the Project is being completed by the Owner under the provisions of this paragraph, the Contractor shall continue to perform the remainder of the Project in conformity with the terms of this Contract.

Neither an extension of time beyond the date fixed herein for the completion of the Contract, nor the delivery and acceptance of any Materials, nor the payment for or acceptance of or taking possession of any part of the work, shall be deemed to be a waiver by the Owner of its rights under this Section.

PRE-FINAL AND FINAL ESTIMATES AND PAYMENTS

As soon as practicable after the completion of Work under the Contract, the Engineer and Ashland County Official will make an inspection of the Project. If the Project appears to be acceptable, the Engineer and Ashland County Official will recommend tentative acceptance thereof and make a pre-final estimate of the amount of Work done by the Contractor based on quantities and prices submitted by the Contractor. Upon such pre-final estimate being certified in writing to the Owner by the Engineer and Ashland County Official, the Owner will pay the Contractor all of the monies owing to him under the Contract.

Upon the expiration of such thirty (30) day period, provided that it appears upon further inspection and certification by the Engineer and Ashland County Official that the Contract has been faithfully performed, the Owner will pay to the Contractor the whole sum retained or such part hereof as remains after deducting expenses of correcting any deficiencies in the Work as determined by the Engineer and Ashland County Official. Such final inspection and payment will not discharge the liability of the Contractor under the Contract or of the Surety under the Contract Bond, but such liabilities and all guarantees shall remain in effect for the period stipulated by the Contract documents or, in cases in which no period is stipulated by the Contract documents for the period fixed by law.

PAYMENT FOR AUTHORIZED EXTRA WORK: REDUCTION IN PAYMENT FOR DELETED WORK

Extra Work shall be paid for, and reduction in payment for deleted Work shall be made, at the unit prices set forth in the proposal, or at the approved C.O. amount quoted.

THIRD PARTY CLAIMS FOR LABOR, MATERIALS AND DAMAGES

The Contractor shall, from time to time, as required by the Engineer or Owner, furnish satisfactory evidence that all persons who have done Work or furnished Materials under the Contract or have suffered damage on account of the Contractor's operations have been fully paid or secured. In case such evidence is not furnished as aforesaid, such amount as the Owner considers necessary to meet the lawful claims of such persons may be retained from the monies otherwise due the Contractor until the aforesaid liabilities have been fully satisfied. The Owner does not hereby assume any obligation toward third persons or in any way undertake to pay their claims out of funds due or that may become due to the Contractor or out of its own funds.

INSURANCE

The Contractor shall, at his expense, furnish and maintain insurance in the form and amounts specified in subparagraphs 1 through 4 inclusive, of this section. Policies shall be with acceptable insurance companies authorized to do business in the State of Ohio. The Contractor shall not commence Work nor shall he permit any of his sub-contractors to commence Work until the insurance policies specified hereinafter, or otherwise required, have been submitted to, and approved by the Owner. Such insurance policies shall be kept in force until the Contractor receives final payment pursuant to the provisions of the Pre-Final and final estimates and payments section. Insurance shall be endorsed so that it cannot be changed or canceled in less than ten (10) days after the receipt by the Contractor and the Owner of written notice of such proposed action from the Insurer.

The insurance specified in Subparagraphs 1, 2, 3 and 4 shall be written under the comprehensive general form of liability insurance contracts. The Contractor shall furnish three (3) certificates or, whenever specifically requested by the Owner, three (3) certified copies of the insurance policies themselves and a receipt evidencing full payment of the premiums.

In addition to the insurance described hereinafter, the Contractor shall secure and maintain such other insurance as may be designated elsewhere in the Contract documents.

If the Contractor is required to repair or perform Work after the completion of the Work involved under this Contract, he shall either reinstate the insurance policies submitted for this Contract or obtain new policies in accordance with the requirements in this section.

1. **Builders Risk:** In addition to such fire and other physical damage insurance as the Contractor elects to carry for his own protection, he shall also secure and maintain in the name of the Owner, Sub-contractors, the Engineer and Ashland County Official and any other parties having an interest in the Project, as named insureds as their interests may appear; a builders' risk policy for fire, lightning, extended coverage hazards, vandalism, theft, and malicious mischief in the amount of one hundred percent (100%) of the value of the completed Contract and such insurance shall cover all labor and material connected with the work, including materials delivered to the site, but not yet installed.

2. **Workers' Compensation:** The Contractor shall provide Workers' Compensation Insurance for all employees engaged in Work who may come within the protection of the Workers' Compensation law, and, where applicable, employer's General Liability Insurance for employees not so protected and shall require all Sub-contractors to provide corresponding insurance. If awarded the bid a current workers compensation certificate shall be provided to the Owner that covers employees of the contractor and sub-contractors.

The Contractor shall indemnify the Owner and the Ashland County Official against any and all liabilities, cost and expenses due to accidents or other occurrences covered by the Workers' Compensation law.

3. **Contractor's Public Liability and Property Damage Liability insurance:** Contractor shall provide Public Liability Insurance providing a limit of not less than \$1,000,000.00 for all damages arising out of bodily injuries, including accidental death to one person, and a total limit of \$1,000,000.00 for all damages arising out of bodily injuries, including accidental death, to two or more persons in any one occurrence. Contractor shall provide Property Damage Liability Insurance providing for a limit of not less than \$1,000,000.00 for all damages arising out of damages to or destruction of property.

4. **Contractor's Protective Public Liability and Property Damage Liability Insurance:** Contractor shall provide Protective Public Liability and Property Damage Liability Insurance for operations performed by Sub-contractors providing for coverage and limits corresponding to those

described in Subparagraph 4.

NOTE: On projects having a bid over \$100,000.00 the insurance amounts for Item 3 above shall be \$3,000,000.00.

INDEMNITY OF THE OWNER BY THE CONTRACTOR

The Contractor agrees to indemnify the Owner and their respective officers, officials, employees and agents from any loss, damage or expense which any of them may suffer or incur as a result of the bodily injury, sickness, disease or death of any person, or the damage (including loss of use) of any property, arising from any negligent act or omission of the Contractor or any Sub-contractor or anyone employed by either of them.

WITHHOLDING PAYMENTS

Retainage of eight percent shall be withheld pursuant to sections 153.12 to 153.14 O.R.C.

The Engineer and or Ashland County Official may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any approved partial payment estimate to such extent as may be necessary to protect the Owner from loss on account of:

- a. Defective Work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. A reasonable doubt that the work can be completed for the balance then unpaid.
- d. Damage to another Contractor.
- e. Performance of Work in violation of the terms of the Contract Documents.
- f. Where Work on unit price Items or approved C.O. quotes are substantially complete but corrections ordered by the Engineer and or Ashland County Official are required, amounts shall be deducted from unit prices in partial payment estimates to amply cover such corrections.

QUALIFICATION STATEMENT

The Bidder is the business submitting this bid to contract with the Owner. The Bidder is required to state in detail in the space provided below or with additional sheets as necessary, what work he has completed of a character similar to that included in the proposed Contract. To give references and such other detailed information requested as to enable the Owner to judge the contractor's responsibility, experience, skill and financial standing.

Qualification of the Bidders shall include the following:

1) That the Bidder has adequate facilities and equipment available for the work under the proposed Contract;

2) That the Bidder has suitable financial means to meet obligations incidental to the work;

3) That the Bidder has appropriate technical experience and possesses sufficient skill and experience;

4) That the Bidder has installed and made operational similar equipment.

1) How many years has the firm / the bidder been in business? _____

2) List three projects of similar nature that the firm / the bidder has completed.

Owner: _____

Contact: _____ PHONE: _____

Contract Amount: _____ DATE: _____

Project Description:

Owner: _____

Contact: _____ PHONE: _____

Contract Amount: _____ Date: _____

Project Description:

Owner: _____

Contact: _____ PHONE: _____

Contract Amount: _____ Date: _____

Project Description:

QUALIFICATION STATEMENT - (continued)

3) List projects presently under construction by the Bidder.

Owner: _____
Contact: _____ .PHONE: _____
Contract Amount: _____ Date: _____
Project Description:

Owner: _____
Contact: _____ PHONE: _____
Contract Amount: _____ Date: _____
Project Description:

4) Has the Bidder previously performed work for a political subdivision in the State of Ohio?
___ yes___ no (If political subdivisions are not listed in number 2 above, please list).

5) Has the Bidder ever failed to complete work awarded to the Bidder? If so, state where and why?

6) Will the Bidder plan to sublet any part of this work? If so, give details. List the Superintendent the Bidder plans to assign to this project. What is the experience of the superintendent?

7) What equipment does the Bidder own that is available for this work?

8) What equipment will the Bidder need to rent or purchase for this work?

9) Give the name, address and telephone number of an individual who represents each of the following and whom the Owner can contact to investigate the Bidder's financial responsibility:

Surety:

_____ (Company Name)
_____ (Individual Name)
_____ (Address)
_____ (Telephone Number)

Bidder's Bank:

_____ (Institution Name)
_____ (Individual Name)
_____ (Address)
_____ (Telephone Number)

Major Supplier:

_____ (Company Name)
_____ (Individual Name)
_____ (Address)
_____ (Telephone Number)

CONTRACT

ARTICLES OF AGREEMENT

(Execute in Three Copies)

THIS AGREEMENT, made and entered into this _____ day of _____, in the year 2021 by and between _____ hereinafter called the "Contractor" and the Board of Ashland County Commissioners hereinafter called the "Owner".

WITNESSETH: that the Contractor and the owner for the considerations stated herein mutually agree as follows:

Total amount of contract award \$

That the said Contractor has agreed, and by these presents does agree with the Owner, for the consideration mentioned in the bid and under the penalty expressed in a bond bearing even date with these presents and herein contained or hereto annexed, to furnish at the proper cost and expense to the Contractor, all necessary materials and labor of every description, and to carry out and complete in a workmanlike manner, ready for continuous operation, the improvements known as

Ashland County Courthouse HVAC System Upgrades for Ashland
County Commissioners

in accordance with the following listed documents, all of which are as fully a part of this Contract as if herein set forth verbatim, or if not attached, as if attached, and on file in the office of the Board of County Commissioners subject to such changes as may be necessary to conform with the intent of this Contract.

- * Advertisement for Bids
- * Instructions to Bidders
- * General Conditions
- * Specifications
- * Bid
- * Bid Guaranty - Performance/Payment Bond

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 mistake 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.

IN WITNESS WHEREOF, the Commissioners, on behalf of Ashland County, and the Contractor, have executed this Contract in four copies as of the date first hereinbefore written. Distribute as follows: two copies to the County and one copy to the Contractor.

CONTRACTOR:

Signature

Typed/printed name

Title

Date

OWNER:

Signature

Typed/printed name

Title

Date

I certify that this contract complies with the applicable requirements of RC. Chapter 153:

Assistant Prosecuting Attorney
Ashland County, Ohio

CERTIFIED COPY OF CORPORATE RESOLUTION

(Name of Company)

I hereby certify that I am the duly elected and acting Secretary of

corporation duly organized and existing under the laws of the State of Ohio

_____ ; that on the _____ day of _____, 2021, the

board of directors of said Corporation authorized and approved a certain bid to

_____ (insert name of Owner) for the construction of certain improvements for:

by said Corporation and any Contract resulting there from and empowered the

_____ (insert title of officer) of said Corporation to execute

said bid and Contract for and in behalf of said Corporation; that said authority is not contrary to any

provision in the articles of incorporation or code of regulations or code of bylaws of said

Corporation; that said authority has not been rescinded or modified; and that

_____ is the duly elected and acting

_____ (insert title of officer) of said Corporation.

IN WITNESS WHEREOF, _____ have hereunto subscribed my name on _____, 2021.

_____ (Secretary) (Fill in prior to bidding)

ASHLAND COUNTY, OHIO

CERTIFICATE OF AVAILABILITY OF FUNDS

It is hereby certified that the amount of \$_____ required to meet the contract, agreement, obligation, payment of expenditure for the attached, has been lawfully appropriated or authorized or directed for such purpose and is in the treasury or in the process of collection to the credit of the_____ Fund free from any previous encumbrance.

Auditor, Ashland County, Ohio

Date

BOND FORMS

The bidder must submit either a bid bond in substantially the same form prescribed by R.C. 153.571 or other bid guaranties as authorized by R.C. 153.54. If other bid guaranties are submitted and the contract is awarded to the bidder, the bidder must submit a performance bond in substantially the same form prescribed by R.C. 153.57.

These forms contain the statutorily prescribed language. Owner retains sole discretion to determine whether bonds that depart from the language in these forms are substantially compliant, and the bidder assumes all risks of noncompliance.

If a bid bond is determined not to comply substantially with the statutory form, the bid may be rejected as nonresponsive.

If a performance bond is determined not to comply substantially with the statutory form, the bidder may be asked to execute a new bond, and the bidder will be responsible for any fees or additional premiums that may result.

PERFORMANCE-ONLY BOND

(R.C. 153.57)

"KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned as principal and as sureties, are hereby held and firmly bound unto in the penal sum of dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this day of, ..

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal did on the day of, .., enter into a contract with, 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 to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, material suppliers, 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 material supplier 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 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 wise affect the obligations of said surety on its bond."

BID BOND

(R.C. 153.571)

"KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned as principal and as sureties, are hereby held and firmly bound unto as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on
... undertake the project known as 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 bids 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 dollars. (If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.) 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 THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal has submitted a bid for

Now, therefore, if the obligee accepts the bid of the principal and the principal 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 per cent 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 per cent 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, then 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 to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materials suppliers, 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 materials suppliers 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 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 wise affect the obligations of said surety on its bond."

Signed and Sealed this _____ day of _____, 2021.

Principal

By: _____

Title: _____

Surety

By: _____

Attorney-In-Fact

Surety Company Address:

Surety Agent's Name and Address:

HOLD HARMLESS AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that we,

(Firm Name)

(Address)

as principal, shall indemnify and save harmless Ashland County, Ohio from all suits and actions of every name and description brought against the Owner for or on account of any injury or damage to persons or property arising from or growing out of the construction of the work in said agreement, specified to be done, or the doing of any work therein described.

Witness our signature(s) for the above agreement this _____ day of _____, 2021.

PRINCIPAL _____

BY _____

TITLE _____

SIGNED IN PRESENCE OF

ATTEST _____

INDEMNIFICATION

1. The contractor will indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expense including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property, including the loss or use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

2. In any and all claims against the Owner or the Engineer, or any of their agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts or other employee benefits acts.

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

BID IDENTIFICATION _____

CONTRACTOR _____

Being first duly sworn, deposes and says that he is _____

_____ (sole owner, a partner, president, secretary, etc.) of

(Name of Company)

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 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 any one shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the BID price of 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 OWNER 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 his general business.

Signed: _____

Subscribed and sworn to before me this _____ day of _____, 2021.

Notary Public

Seal:

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: Ashland County Courthouse
HVAC System Upgrades

The Owner has considered the BID submitted by you on _____, 2021
(Bid Date) for the above described WORK in response to its Advertisement for Bids, and
Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount
of \$ _____

You are required by the Information for Bidders to execute the Agreement and furnish the
required Contractor's Performance Bond, if applicable, and Certificates of Insurance within ten
(10) Calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said bond within ten (10) days from the date
of this Notice, said OWNER will be entitled to consider all your rights arising out of the
OWNER'S acceptance of your bid as abandoned and as a forfeiture of your bid guaranty subject
to the liabilities set forth in Section 153.54 of the Ohio Revised Code. The OWNER will be
entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the
OWNER.

Dated this ____ day of _____, 2021

Ashland CoumyCommissioners
(OWNER)

By: _____

Title: President of Board

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by _____

this the _____ day of _____, 2021
(CONTRACTOR)

By: _____

Name & Title: _____

**OHIO REVISED CODE 1311.252
NOTICE OF COMMENCEMENT OF A
PUBLIC IMPROVEMENT**

State of Ohio

County of Ashland

_____ (the "Affiant"), being first duly sworn, says that:

1. Affiant is the President of the Ashland County Board of Commissioners, 110 Cottage Street, Ashland, OH 44805. (The "Public Authority").
2. The Public Authority will be commencing a public improvement identified as follows:
Ashland County Jail CCTV Camera system & Intercom System for the Ashland County Commissioners
3. The following lists the name, address and trade of each of the principal contractors working on this public improvement:

<u>NAME</u>	<u>ADDRESS</u>	<u>TRADE</u>
-------------	----------------	--------------

4. The following lists the names and address of the sureties for all of those principal contractors:

<u>PRINCIPAL CONTRACTOR</u>	<u>NAME OF SURETY</u>	<u>ADDRESS OF SURETY</u>
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5. For the purpose of serving an affidavit pursuant to Revised Code 1311.26, service may be made upon the following representative of the Public Authority.

Ashland County Commissioners

110 Cottage Street, Ashland, OH 44805

President, Board of County Commissioners

SWORN TO before me and subscribed in my presence this ____ day of ____
2021.

Notary Public

My Commission Expires: _____

6/04

NOTICE TO PROCEED

To: _____

Date: _____

Project Description: Ashland County Courthouse HVAC System Upgrades for Ashland County Commissioners

You are hereby notified to commence work in accordance with the Agreement dated _____, 2021 on or before ____, 2021 and you are to complete the work within _____ consecutive calendar days thereafter. The date of completion of all work is therefore _____, 2021.

Ashland County Commissioners,
Owner

By: _____

Title: President _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____

on this ____ day of _____, 2021.

By: _____

Name: _____

Title: _____

NOTICE TO SURETY (RC § 9.32)

Notice is hereby given to _____

(name and address of surety on contractor's bond)

surety, and _____
(name and address of agent for surety)

agent for surety, that on _____ 2021 the County of Ashland, Ashland, Ohio
awarded a contract for the

Ashland County Courthouse HVAC System Upgrades for Ashland County
Commissioners

to _____
(name and address of contractor)

on whose bond for said contract the names of the aforementioned surety and
agent appear.

Ashland County Commissioners

By: _____
President of the Board

Date

PREVAILING WAGES

The successful Bidder and all of its subcontractors, regardless of tier, will strictly comply with its obligation to pay a rate of wages on the Project not less than the rate of wages fixed for this Project under Section 4115.04 of the Ohio Revised Code. Additionally, the successful Bidder will comply with all other provisions of Chapter 4115 of the Ohio Revised Code.

The attached prevailing wage rates are for informational purposes ONLY. Contractors should only rely on the Ohio Department of Commerce, Bureau of Wage & Hour wage classifications.

Prevailing Wage Determination Cover Letter

County: ASHLAND ”
Determination Date: 05/24/2017
Expiration Date: 08/24/2017

THE FOLLOWING PAGES ARE PREVAILING RATES OF WAGES ON PUBLIC IMPROVEMENTS FAIRLY ESTIMATED TO BE MORE THAN THE AMOUNT IN O.R.C. SEC. 4115.03 (b) (1) or (2), AS APPLICABLE.

Section 4115.05 provides, in part: "Where contracts are not awarded or construction undertaken within ninety days from the date of the establishment of the prevailing wages, there shall be a redetermination of the prevailing rate of wages before the contract is awarded." The expiration date of this wage schedule is listed above for your convenience only. This wage determination is not intended as a blanket determination to be used for all projects during this period without prior approval of this Department.

Section 4115.04, Ohio Revised Code provides, in part: "Such schedule of wages shall be attached to and made a part of the specifications for the work, and shall be printed on the bidding blanks where the work is done by contract..."

The contract between the letting authority and the successful bidder shall contain a statement requiring that mechanics and laborers be paid a prevailing rate of wage as required in Section 4115.06, Ohio Revised Code.

The contractor or subcontractor is required to file with the contracting public authority upon completion of the project and prior to final payment therefore an affidavit stating that he has fully complied with Chapter 4115 of the Ohio Revised Code.

The wage rates contained in this schedule are the "Prevailing Wages" as defined by Section 4115.03, Ohio Revised Code (the basic hourly rates plus certain fringe benefits). These rates and fringes shall be a minimum to be paid under a contract regulated by Chapter 4115 of the Ohio Revised Code by contractors and subcontractors. The prevailing wage rates contained in this schedule include the effective dates and wage rates currently on file. In cases where future effective dates are not included in this schedule, modifications to the wage schedule will be furnished to the Prevailing Wage Coordinator appointed by the public authority as soon as prevailing wage rates increases are received by this office.

"There shall be posted in a prominent and accessible place on the site of work a legible statement of the Schedule of Wage Rates specified in the contract to the various classifications of laborers, workmen, and mechanics employed, said statement to remain posted during the life of such contract." Section 4115.07, Ohio Revised Code.

Apprentices will be permitted to work only under a bona fide apprenticeship program if such program exists and if such program is registered with the Ohio Apprenticeship Council.

Section 4115.071 provides that no later than ten days before the first payment of wages is due to any employee of any contractor or subcontractor working on a contract regulated by Chapter 4115, Ohio Revised Code, the contracting public authority shall appoint one of his own employees to act as the prevailing wage coordinator for said contract. The duties of the prevailing wage coordinator are outlined in Section 4115.071 of the Ohio Revised Code.

Section 4115.05 provides for an escalator in the prevailing wage rate. Each time a new rate is established, that rate is required to be paid on all ongoing public improvement projects.

A further requirement of Section 4115.05 of the Ohio Revised Code is: "On the occasion of the first pay date under a contract, the contractor shall furnish each employee not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of Labor with individual written notification of the job classification to which the employee is assigned, the prevailing wage determined to be applicable to that classification, separated into the hourly rate of pay and the fringe payments, and the identity of the prevailing wage Coordinator appointed by the public authority. The contractor or subcontractor shall furnish the same notification to each affected employee every time the job classification of the employee is changed."

Work performed in connection with the installation of modular furniture may be subject to prevailing wage.

THIS PACKET IS NOT TO BE SEPARATED BUT IS TO REMAIN COMPLETE AS IT IS SUBMITTED TO YOU. (Reference guidelines and forms are included in this packet to be helpful in the compliance of the Prevailing Wage law.)
wh1500

the various benefits received and finally the Total hourly compensation (Total Package) is provided.

Prevailing Wage Rates-Ashland : Sheet1

Insulators	Local 207 • Ohio	Asbestos Abatement	\$24.65	\$13.12	\$37.77	\$50.09
Insulators	Asbestos Local 84 Heat & I	Asbestos Insulation\	\$30.47	\$20.04	\$50.51	\$65.74
Boilermaker	Boilermaker Local 85	Boilermaker	\$31.01	\$23.18	\$54.19	\$69.69
Bricklayer	Bricklayer Local 40	Bricklayer	\$29.74	\$18.22	\$47.96	\$62.83
Bricklayer	Bricklayer Local 40	Tile Setter, Stone, MI	\$29.74	\$18.22	\$47.96	\$62.83
Bricklayer	Bricklayer Local 40	Tile Marble Terrazzo I	\$26.49	\$18.22	\$44.71	\$57.96
Cement Mason	Cement Mason Local 132 (t	Cement Mason	\$24.83	\$14.15	\$38.98	\$51.39
Electrical	Electrical Local 688 Inside	Electrician	\$28.16	\$16.34	\$44.50	\$58.58
Elevator	Elevator Local 45	Elevator Mechanic	\$41.92	\$26.89	\$68.81	\$89.77
Glazier	Glazier Local 406	Glazier	\$22.67	\$8.30	\$30.97	\$42.31
Ironworker	Ironworker Local 550	Ironworker	\$27.20	\$19.28	\$46.48	\$60.08
Laborer	Labor Local 1216 Building	Laborer Group 1	\$26.67	\$10.30	\$37.07	\$50.41
Painter	Painter Local 639	Top Helper Class A	\$19.09	\$4.31	\$23.40	\$32.94
Painter	Painter Local 788	Painter Drywall Finis	\$24.52	\$12.07	\$36.59	\$48.85
Painter	Painter Local 788	Painter Brush Roll	\$23.52	\$12.07	\$35.59	\$47.35
Painter	Painter Local 788	Paperhanger	\$23.92	\$12.07	\$35.99	\$47.95
Plasterer	Plasterer Local 132(Colum	Plasterer	\$23.69	\$13.10	\$36.79	\$48.64
Sheet Metal Worker	Sheet Metal Local 33 (Akro	Sheet Metal Worker	\$29.76	\$25.60	\$55.36	\$70.24
Roofer	Roofer Local 88	Roofer	\$24.80	\$15.06	\$39.86	\$52.26
Plumber/Pipefitter	Plumber Pipefitter Local 4.	Plumber Pipefitter	\$31.95	\$20.32	\$52.27	\$68.24
Sprinkler Fitter	Sprinkler Fitter Local 669	Sprinkler Fitter	\$35.08	\$20.54	\$55.62	\$73.16

*Fringe includes the following benefits: Health & Welfare, Pension, Apprenticeship Training, Vacation, Annuity, and other.

C:h-t1

*These prevailing wage rates are for informational purposes ONLY. Contractors should only rely on the Ohio Department of Commerce, Bureau of Wage & Hour wage classifications. To obtain a updated Ohio Department of Commerce, Bureau of Wage & Hour wage classification please contact ACT Ohio.

HOME ABOUT PHOTOS VIDEOS CALENDAR APPRENTICESHIP CONTACT LINKS BLOG

email: info@actohio.org
BMA Media Group

"General Decision Number: OH20210031 01/01/2021

Superseded General Decision Number: OH20200031

State: Ohio

Construction Type: Building

County: Ashland County in Ohio.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

BROH0040-001 06/01/2019

	Rates	Fringes
BRICK POINTER/CAULKER/CLEANER....	\$ 31.01	20.76
TILE FINISHER.....	\$ 27.76	20.76
TILE SETTER.....	\$ 31.01	20.76

 CARP0373-001 05/01/2019

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 26.30	17.91

 ELEC0038-004 04/27/2020

	Rates	Fringes
ELECTRICIAN (HVAC/Temperature		

Controls Installation Only).....\$ 39.88 21.22

FOOTNOTES;

- a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th;
Labor Day; Thanksgiving Day; & Christmas Day
b. 1 week's paid vacation for 1 year's service; 2 weeks' paid
vacation for 2 or more years' service

ELEV0037-003 01/01/2020

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 47.16	34.765+a+b

PAID HOLIDAYS:

a. New Year's Day, Memorial Day, Independence Day, Labor Day,
Veteran's Day, Thanksgiving Day, the Friday after
Thanksgiving, and Christmas Day.

b. Employer contributes 8% of regular hourly rate to vacation
pay credit for employee who has worked in business more
than 5 years; 6% for less than 5 years' service.

ENGI0018-023 05/01/2019

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Crane.....	\$ 37.14	15.20
Forklift.....	\$ 35.98	15.20

* IRON0550-011 05/01/2020

	Rates	Fringes
IRONWORKER (Ornamental and Structural).....	\$ 29.27	20.87

LABO0500-004 07/01/2019

	Rates	Fringes
LABORER		
Mason Tender - Cement/Concrete.....	\$ 27.43	13.95

PAIN0841-004 08/01/2020

	Rates	Fringes
PAINTER (Drywall Finishing/Taping Only)		
Drywall Taper.....	\$ 28.08	14.02

PLAS0132-014 06/01/2019

	Rates	Fringes
PLASTERER.....	\$ 26.48	15.30

PLUM0050-009 07/06/2020

	Rates	Fringes
PIPEFITTER (Excludes HVAC Pipe Installation).....	\$ 43.60	26.73

ROOF0044-003 04/26/2020		
	Rates	Fringes
ROOFER.....	\$ 34.50	19.63

SHEE0033-042 05/01/2019		
	Rates	Fringes
SHEET METAL WORKER (Excluding HVAC Duct and Unit Installation).....	\$ 37.93	24.61

* UAVG-OH-0003 01/01/2019		
	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 31.86	19.13

* UAVG-OH-0004 01/01/2019		
	Rates	Fringes
BRICKLAYER.....	\$ 31.10	17.80

* UAVG-OH-0005 01/01/2018		
	Rates	Fringes
CARPENTER (Drywall Hanging and Metal Stud Installation Only).....	\$ 25.49	15.67
CARPENTER: PILEDRIVERMAN.....	\$ 30.06	17.61

* UAVG-OH-0006 01/01/2019		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 29.43	18.70

* UAVG-OH-0007 01/01/2019		
	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 28.57	21.10

* UAVG-OH-0008 01/01/2019		
	Rates	Fringes
LABORER: Mason Tender - Brick...	\$ 27.81	11.24

* UAVG-OH-0009 01/01/2019		
	Rates	Fringes

PIPEFITTER (HVAC Pipe
Installation Only).....\$ 39.31 24.23

* UAVG-OH-0010 01/01/2018

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....\$ 31.53	31.53	26.35

* UAVG-OH-0011 01/01/2018

	Rates	Fringes
SHEET METAL WORKER (HVAC Unit Installation Only).....\$ 30.03	30.03	25.53

SUOH2012-033 08/29/2014

	Rates	Fringes
CARPENTER (Excluding Drywall Hanging and Metal Stud Installation, and Soft Floor Laying).....\$ 23.19	23.19	10.50
ELECTRICIAN (Low Voltage Wiring Only).....\$ 20.91	20.91	8.20
ELECTRICIAN, Excludes Low Voltage Wiring and Installation of HVAC/Temperature Controls.....\$ 29.72	29.72	15.79
LABORER: Common or General.....\$ 16.05	16.05	4.72
LABORER: Pipelayer.....\$ 18.37	18.37	4.79
OPERATOR: Backhoe/Excavator/Trackhoe.....\$ 30.20	30.20	12.96
OPERATOR: Bobcat/Skid Steer/Skid Loader.....\$ 20.56	20.56	7.13
OPERATOR: Bulldozer.....\$ 24.19	24.19	8.24
OPERATOR: Loader.....\$ 19.87	19.87	5.91
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....\$ 25.85	25.85	10.42
OPERATOR: Roller.....\$ 22.16	22.16	8.07
PAINTER (Brush and Roller).....\$ 20.91	20.91	10.49
PLUMBER.....\$ 32.69	32.69	18.70
SPRINKLER FITTER (Fire Sprinklers).....\$ 28.89	28.89	10.53
TRUCK DRIVER: Dump (All Types)...\$ 18.88	18.88	4.14

WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and

the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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CONSTRUCTION PAYMENT REQUEST

To: Ashland County Commissioners

Re: Ashland County Courthouse HVAC project

Request No. _____

Date: _____, 20_____.

Application is hereby made for payment in connection with the above-referenced construction.

Requested by: _____.

COST BREAKDOWN	TOTAL COMPLETED		PAYMENTS		
Item	Cost	% complete	Amount	Total Disbursed Previously	Present Request
1. _____ _____	\$ _____ _____	_____ _____%	\$ _____ _____	\$ _____ _____	\$ _____ _____
2. _____ _____	_____ _____	_____ _____	_____ _____	_____ _____	_____ _____
3. _____ _____	_____ _____	_____ _____	_____ _____	_____ _____	_____ _____

4. _____

Totals \$ _____

Less _____ PERCENT RETENTION \$ _____

TOTAL PAYMENT REQUESTED \$ _____
