

**Proposal
And
Contract Documents
for**

**DALE DRIVE-TULLER RIDGE DRIVE
TEMPORARY CONNECTOR**



14-015.0-CIP



BID SUBMITTAL AND CONTRACT DOCUMENTS FOR THE

CITY OF DUBLIN
DALE DRIVE-TULLER RIDGE DRIVE
TEMPORARY CONNECTOR

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I. BIDDING REQUIREMENTS

A. INVITATION FOR BIDS

The CITY OF DUBLIN, Ohio will receive sealed bids for the materials and labor necessary for the construction of the DALE DRIVE-TULLER RIDGE DRIVE TEMPORARY CONNECTOR PROJECT. Bids shall be received by CITY OF DUBLIN at 5800 Shier-Rings Road, Dublin, Ohio 43016 until 11:00 a.m. local time on July 24, 2014, at which time all bids will be opened and read aloud.

The CITY OF DUBLIN may choose to not award the bid—and bidders shall hold bids open—until sixty days after the bid opening. The work for which bids are invited consists of: This project is part of the Bridge Street District Program. Construction of approximately 1000 feet of new asphalt roadway and ancillary storm sewer, water main, traffic control devices as well as 4000 feet of AEP duct bank and telecommunications duct bank. The cost estimate for the Project is \$2,500,000.00.

Copies of the Contract Documents are on file at 5800 Shier-Rings Road, Dublin, Ohio 43016, where they are available for inspection by prospective bidders. Paper copies of the Contract Documents are available for a NONREFUNDABLE charge of \$75.00 during business hours at the same address. Please make any check payable to the CITY OF DUBLIN.

Each bidder is required to furnish with its proposal a Bid Guaranty in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in Bond form shall be issued by a surety company or corporation licensed in the State of Ohio to provide said surety.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence of its experience on projects of similar size and complexity. The owner intends and requires that this project be completed by roadway work substantially complete by November 21, 2014 and total completion by May 15, 2015..

All contractors and subcontractors involved with the project will to the extent practicable use Ohio products, materials, services and labor in the implementation of their project. Payment of Prevailing Wages IS required for this Project.

The CITY OF DUBLIN reserves the right to accept or reject any or all bids, to waive any informalities or irregularities in the bidding process and to enter into a contract with the bidder whom, in its opinion, offers the lowest and best bid.

Each bidder must ensure that all employees and applicants for employment are not discriminated against based on race, color, religion, sex, or national origin.

By order of the Council of the CITY OF DUBLIN, OHIO. Ordinance number N/A.

Publish dates: July 10, 2014
 July 17, 2014

B. INSTRUCTIONS TO BIDDERS

1. PRELIMINARY MATTERS

- a. The Project owner is the CITY OF DUBLIN, OHIO. The Owner’s Representative is Paul A. Hammersmith P.E., Director of Engineering / City Engineer. You may direct questions or request for additional information to Scott Sanders at Telephone: (614) 859-1617; Email: mbishop@gpdgroup.com.
- b. In connection with the Legal Notice, the CITY OF DUBLIN (hereinafter called the “City”), issues this Request for Bids for all labor, material, and services necessary for constructing the DALE DRIVE-TULLER RIDGE DRIVE TEMPORARY CONNECTOR PROJECT (the “Project”), as more fully described in the Contract Documents.
- c. Definitions. The word uses here shall have the following meanings:
 - i. “City” or “Owner” shall mean the CITY OF DUBLIN, OHIO.
 - ii. “Bidder” or “Contractor” shall all mean an entity or person that submits a bid for the Project and ultimately the entity or person awarded the contract as applicable.
 - iii. “Contract Documents” shall mean the documents included with this bid solicitation and listed as Contract Documents in the City/Contractor Agreement.
 - iv. “O.R.C.” shall mean the OHIO REVISED CODE.
- d. The Project consists of the following contract(s) for the work on the Project:
 - i. General Contract
- e. Estimate of Cost [O.R.C. 153.12(A)].
 - i. The total estimated construction cost for the base bid Work for the Project for which the City is soliciting bids at this time is \$2,500,000.00.

2. CONTRACTOR QUALIFICATIONS, REGISTERED CONTRACTORS, INCOME TAX, PERMITTING

- a. A Bidder may be a person, private entity, or any combination of such entities supported by a letter of intent to enter into an agreement or under an existing agreement in association in the form of a joint venture or other consortium. In the case of a joint venture or other consortium:
 - i. All members shall be jointly and severally liable for the execution of the Contract, and
 - ii. The association shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture or the consortium during the bidding process and, in the event the joint venture or consortium is awarded the Contract, during Contract execution.
- b. Threshold Qualifications. Every Contractor, before entering a contract with the City, must demonstrate the following:

- i. Registered Contractors. Any person or company (including subcontractors) intending to do work under these Contract Documents shall be required to meet the CITY OF DUBLIN laws for Contractor Registration, if any, contained in the Codified Ordinances of the CITY OF DUBLIN as applicable to the particular classification of work to be performed.
 - ii. Licensed Contractors. Bidders and subcontractors for work requiring licenses under the O.R.C. shall submit evidence of such licensing in accordance with O.R.C. Chapter 4740.
 - iii. Foreign Corporations. Business entities formed outside of the state of Ohio shall present proof of registry with the Ohio Secretary of State and demonstrate the existence of an Ohio statutory agent.
- c. Income Taxes. All persons or entities performing work under these Contract Documents shall comply with the requirements set forth in the Codified Ordinances of the CITY OF DUBLIN.
- d. Permits and Regulations - Unless otherwise previously or subsequently specified, the Contractor shall procure and pay for all permits, licenses, inspections and approvals necessary for the execution of his contract. The City will obtain the required building permit for permanent structure.
 - i. The Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to the performance of the work required to complete the Project.
 - ii. The Contractor's attention is directed to the "Safety and Health Regulations for Construction" of the Occupational Safety and Health Administration, U.S. Department of Labor and to its responsibilities thereunder.

3. GENERAL INSTRUCTIONS

- a. City expects the Bidder to examine all instructions, forms, terms, and specifications in the Request for Bids. Each Bidder is solely responsible for conducting its own due diligence and investigation in support of the preparation of Bids, negotiation of agreements, and the subsequent delivery of all services it will provide. Bidder's failure to furnish all information or documentation required by the Bidding Documents may result in the City rejecting the Bid.
- b. Public Information. The City considers all information, documentation and other materials requested to be submitted in response to this solicitation to be a non-confidential and/or non-proprietary nature and therefore subject to public disclosure under the Ohio Public Records Laws except as specifically exempted by those laws. [O.R.C. Chapter 149].
- c. Bidder should carefully read the information contained herein. It is the Bidder's responsibility to submit a complete response to all requirements and questions. Any information submitted by Bidders shall become the property of the City and submitted at the Bidder's sole expense. The City shall not pay any stipend for any submissions

related to the bidding process. The City will not provide compensation to Bidders for any expenses incurred for Bid preparation or for any presentations made.

- d. The City may disqualify bids that are qualified with conditional clauses, or alterations, or items not called for in the bid documents, or irregularities and deviations from the requirements of the Contract Documents.
- e. The City makes no guarantee that an award will be made because of this bid, and reserves the right to accept or reject any or all bids, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this bid or resulting contract when deemed to be in the City's best interest.

4. INTERPRETATION

- a. If a Bidder contemplating submitting a Bid for the proposed Project is in doubt as to the true meaning of any part of the Contract Documents, it may **submit a written request for an interpretation thereof to Mandy K. Bishop, PE, SI, in writing on the form included with the Contract Documents. Inquiries shall be faxed to 614-410-4699 to the attention of Mandy K. Bishop, PE, SI.** The City will make any interpretation of the proposed documents by Addendum only, duly signed by the City, and a copy of such Addendum will be mailed or delivered to each Bidder receiving a set of Contract Documents and each plan room where the City maintains the Contract Documents. The City will not be responsible for any other explanation or interpretation of the proposed documents.
- b. In interpreting the Contract Documents, the Bidder shall interpret words describing materials that have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, in accordance with the well-known meaning recognized by the trade.

5. CONTRACT DOCUMENTS

- a. The Contract Documents consist of the documents listed in the City/Contractor Agreement and included with these Bid Submittal and Contract Documents for the Project. Bidders shall use complete sets of the Contract Documents in preparing Bids. The City assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents. The City, in making the Contract Documents available on the above terms, does so only for obtaining Bids on the Work and does not confer a license or grant for any other use.
- b. The Construction and Material Specifications for this Project shall be the CITY OF DUBLIN Division 100 and the current version of the CMS, excluding 's Division 100—all of which are incorporated into and made part of the Contract Documents for this Project.

6. DOCUMENTS TO SUBMIT WITH BID

- a. The Bidder shall submit the following completed forms with its response to this Request for Bids:
 - i. Bid Form

- ii. Bid Guaranty and Contract Bond
 - iii. Affidavit of Authority (if applicable)
 - iv. Personal Property Tax Affidavit
 - v. Bidder's Qualification Statement
 - vi. Insurance Certificate
 - vii. Noncollusion affidavit
 - viii. State of Ohio Bureau of Workers' Compensation Certificate
 - ix. Proposed Supervisory Personnel List
 - x. Proposed Subcontractor List
 - xi. Bidder's and Subcontractors' Certificate(s) of licensure, if applicable
- b. In addition to the foregoing requirements, Bids submitted by a joint venture or other consortium shall include a copy of the joint venture/consortium agreement entered into by all members. Alternatively, a binding letter of intent or similar irrevocable instrument to execute a joint venture/consortium agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed joint venture/consortium agreement.
- c. Each Bidder shall submit the following number of copies of its Bid to the City: 3 and one additional copy in electronic PDF form. The PDF form must exactly match the hard copy and must be provided within 24 hours after the Bid opening. The Bid Form shall be signed with the name typed or printed below the signature. A Bid shall not be submitted by facsimile transmission. A Bidder shall sign its Bid in the form required under Ohio law to bind the Bidder's particular type of business entity to a contract.
- d. Each Bid shall be enclosed and delivered in a sealed opaque envelope with the Bidder's name and the title of the Project printed in the upper left hand corner and addressed as follows: **ATTN: Paul A. Hammersmith P.E., Director of Engineering / City Engineer, 5800 Shier-Rings Road, Dublin, Ohio 43016.** The Bidder shall be responsible for delivering its Bid to this office and address for the Bid opening before the deadline set forth in the Legal Notice—as extended by any addenda. The City will not open Bids that arrive after the deadline regardless of how the Bidder delivers the Bid.
- e. After the City opens the Bids, it may require the Bidders to submit additional financial information. The City shall keep additional financial information it receives pursuant to a request under this paragraph confidential to the extent possible, except under proper order of a court. The additional financial information should not be a public record under section 149.43 of the Revised Code. (See O.R.C. 9.312).

7. CLARIFICATION OF BIDS

- a. To assist in the examination, evaluation, and comparison of the Bids and the qualifications of the Bidders, the City may ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the City shall not be considered. The City's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the City in the evaluation of the Bids.

8. BONDS

- a. Bid, Payment, and Performance Security. Each bidder shall submit one of the statutorily required forms of bid security as set forth in O.R.C. Section 153.54 and the winning bidder must also submit Payment and Performance bonds as required by the O.R.C. and on the forms included with the Contract Documents. There are two ways to meet these requirements:
 - i. OPTION #1: Submit the Combined Bid/Performance/Payment Bond on the form included with the Contract Documents along with the Bid; or,
 - ii. OPTION #2: Submit a certified check, cashier's check, or letter of credit pursuant to Chapter 1305 of the Revised Code, conditioned to provide that if the bid is accepted, the bidder, after the awarding or the recommendation for the award of the contract, whichever the contracting authority designates, will enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material. Any letter of credit shall be revocable only at the option of the City. The amount of the certified check, cashier's check, or letter of credit shall be equal to ten per cent of the bid. Any of the foregoing instruments shall be submitted with the CITY OF DUBLIN listed as the payee or beneficiary. If the Bidder chooses option ii and is awarded the Contract, the Bidder shall then submit a Payment and Performance Bond using the form included with the Contract Documents.
- b. With any Bond required here, the Bidder shall submit or ensure:
 - i. *Ohio Department of Insurance Certificate.* Proof that the bond is issued by a surety company ("Surety") authorized by the Ohio Department of Insurance to transact business in the State of Ohio and acceptable to the City in the form of a certificate.
 - ii. *A Financial Statement.* Proof that the bond is issued by a Surety capable of demonstrating a record of competent underwriting, efficient management, adequate reserves, and sound investments. These criteria will be deemed to be met if the Surety currently has an A.M. Best Company Policyholders rating of "A-" better and has or exceeds the Best Financial Size Category of Class VI. Other Sureties may be acceptable to the City, in its sole discretion.

- iii. *Proper signatures, credentials, and Power of Attorney.* The bond shall be signed by an authorized agent of an acceptable Surety and by the Bidder; and, include credentials showing the Power of Attorney of the agent.
- iv. The name, address, and telephone and fax numbers of the Surety and the Surety's Agent should be typed or printed on each bond.

9. EXECUTION OF CONTRACT

- a. Within 10 days after award of the Contract, the successful Bidder shall execute and deliver to the City an original of the City/Contractor Agreement, based upon the City's form. Such contract shall include the terms required by Ohio law and documents required by the Instructions to Bidders and Contract Documents for the Project. The successful Bidder shall have no property interest or rights under the City/Contractor Agreement until the Agreement is properly executed by the City.

10. STATE SALES AND USE TAXES

- a. The City is a political subdivision of the State of Ohio and is exempt from taxation under the Ohio Sales Tax and Use Tax Laws. Building materials that the successful Bidder purchases for incorporation into the Project will be exempt from state sales and use taxes if the successful Bidder provides a properly completed Ohio Department of Taxation Demolition Contract Exemption Certificate to the vendors or suppliers when acquiring the materials. The City will execute properly completed certificates on request.

11. DATE FOR SUBSTANTIAL COMPLETION/LIQUIDATED DAMAGES

- a. Date for Substantial Completion. Each successful Bidder shall have its Work on the Project Substantially Complete (as Substantial Completion is defined in the Contract Documents) as follows: **roadway work substantially complete by November 21, 2014 and total completion by May 15, 2015.** The Contract Time shall run from the date of the Notice to Proceed or if there is no Notice to Proceed from the Effective Date of the City/Contractor Agreement. The Date for Substantial Completion and the Contract Time may be extended only as set forth in the Contract Documents. By submitting its Bid, each Bidder agrees that the period for performing its Work is reasonable.
- b. Liquidated Damages. If the successful Bidder does not have its Work Substantially Complete by its Date for Substantial Completion, the successful Bidder shall pay the City and the City may set off from amounts otherwise due the successful Bidder any Liquidated Damages. The daily amounts of Liquidated Damages are set forth in the Contract Documents. The total amounts of Liquidated Damages will be calculated based on the total number of calendar days beyond the Date for Substantial Completion that the Bidder's Work is not Substantially Complete. In addition to such Liquidated Damages, the Bidder shall indemnify, defend, and hold the City and its employees and agents harmless from any and all claims, whether or not such claims are proven, and from all costs and expenses incurred as a result of such claims, including but not limited to attorneys' and experts' fees and expenses, and additional inspection costs that arise out of or are related to the Bidder's failure to Substantially Complete its Work by its

Date for Substantial Completion. The Bidder's obligations under this Section are joint and several.

12. MODIFICATION/WITHDRAWAL OF BIDS

- a. Modification. A Bidder may modify its Bid by written communication to the City addressed to the City's Representative at any time before the scheduled closing time for receipt of Bids, provided such written communication is received by City's Representative before the Bid deadline. The written communication shall not reveal the Bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known to the City until the sealed Bid is opened. If the Bidder's written instructions with the change in Bid reveal the Bid amount in any way before the Bid opening, the Bid may be rejected as non-responsive.
- b. Withdrawal. Bids may be withdrawn with permission of the City or in strict accordance with O.R.C. Section 9.31 which generally commands that Bidders may withdraw their bids from consideration if the price of the bid was substantially lower than the other bids, providing the bid was submitted in good faith, and the reason for the price bid being substantially lower was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, or material made directly in the compilation of the bid. Notice of a claim of right to withdraw such bid must be made in writing filed with the City within two business days after the conclusion of the bid opening procedure.

13. PREVAILING WAGES

- a. This Project is horizontal construction with an estimated cost of **\$2,500,000.00**, and the **Bidder IS required to comply with all applicable Ohio Prevailing Wage requirements and labor laws for this Project.**
- b. If Prevailing Wage applies to this Project, the determination of the prevailing rates of wages of mechanics and laborers in accordance with section 4115.05 of the Revised Code for the class of work called for by the Project, in the locality where the work is to be performed, shall be attached to and made part of the Contract Documents.
- c. If Prevailing Wage applies to this Project, the Contractor must pay at least the wage rates subsequently listed in the Wage determinations. The Contractor must submit properly executed copies of the Contractor's and subcontractor's payrolls to the City's Prevailing Wage Coordinator in accordance with the requirements of Section 4115.071 of the O.R.C.. Payroll records shall be kept current as failure to do so will delay the Owner's approval for payment of any pending estimates.

14. ALTERNATES

- a. The City may request bids on alternates. If the City requests bids on alternates, the Bidder should include the cost of the alternates requested on its Bid Form.
- b. At the time of awarding the contract, the City will select or reject alternates as it determines is in its best interest. A Bidder's failure to include in its Bid Form the cost of an alternate selected by the City and applicable to the Bidder's work may render the bid

non-responsive and be grounds for the rejection of the bid. Otherwise, the failure to include the cost of an alternate will not be deemed material.

- c. The Bidder acknowledges that although there is an estimate for the cost of the Project, the market conditions may and frequently do result in the estimate being different from the sum of the bids received, either higher or lower. The Bidder understands that the City may include alternates, which may include deduct alternates as well as add alternates, to give it flexibility to build the Project with the funds available. The Bidder further understands and acknowledges that use of add and deduct alternates is a long held customary practice in the construction industry in the State of Ohio. The Bidder also acknowledges that the City will not make a decision about the alternates on which to base the award of contracts until the bids are received, and the City can compare its available funds with the base bids and the cost or savings from selecting different alternates. The Bidder understands that the award to the Bidder submitting the lowest and best bid will be based on the lowest and best base bid plus selected alternates, and may result in an award to a Bidder other than the Bidder that submitted the lowest base bid. The bidder also acknowledges that its, and other bidders', bids may become responsive or non-responsive based on whether the bidders bid and are qualified for all base work and alternates; and, the City's selection of alternates. The City will evaluate bids to determine the lowest and best bid after it selects the alternates.
- d. If, during the progress of the Work, the City desires to reinstate any alternate not included in the Contract, the City reserves the right to reinstate the alternate at the price bid by the Contractor if such action is taken in sufficient time so as not to delay the progress of the work or cause the Contractor additional expense.

15. UNIT PRICES

- a. Where unit prices are requested in the Bid Form, the Bidder should quote a unit price. Unless otherwise expressly provided in the Bid Documents, such unit prices shall include all labor, materials, and services necessary for the timely and proper installation of the item for which the unit prices are requested. The unit prices quoted in the bid shall be the basis for any Change Orders entered into under the City/Contractor Agreement, unless the Design Professional determines that the use of such unit prices will cause substantial inequity to either the Contractor or the City.
- b. The estimated quantities shown herein are approximate only and the City assumes no responsibility for the accuracy of the estimates. Bidders are cautioned to make their own investigations and determinations of the conditions under which the work will be performed and to base their bids accordingly.

16. ADDENDA

- a. The City reserves the right to issue Addenda changing, altering, or supplementing the Contract Documents before the time set for receiving bids. The City will issue the Addenda to clarify bidders' questions and/or to change, alter, or supplement the Contract Documents.
- b. Any explanation, interpretation, correction, or modification of the Contract Documents will be issued in writing in the form of an Addendum, which shall be the only means

considered binding. Any explanations, interpretations, or other representations made by any other means shall not be legally binding. All Addenda shall become a part of the Contract Documents.

- c. Bidders shall submit written questions to the City in sufficient time in advance of the bid opening to allow sufficient time for the City to respond. All Addenda will be issued, except as hereafter provided, and mailed or otherwise furnished to persons who have obtained Contract Documents for the Project, before the published time for the opening of bids.
- d. Copies of each Addendum will be sent only to the Bidders to whom Contract Documents have been issued and to Plan Rooms where copies of the Contract Documents are maintained. Receipt of Addenda shall be indicated by Bidders in the space provided on the Bid Form. Bidders are responsible for acquiring issued Addenda in time to incorporate them into their bid. Bidders should contact the City before the bid opening to verify the number of Addenda issued.
- e. Each Bidder shall carefully read and review the Contract Documents and immediately bring to the attention of the City any error, omission, inconsistency, or ambiguity therein.
- f. If a Bidder fails to indicate receipt of all Addenda through the last Addendum issued by the Design Professional on its Bid Form, the bid of such Bidder will be deemed to be responsive only if:
 - i. The bid received clearly indicates that the Bidder received the Addendum, such as where the Addendum added another item to be bid upon and the Bidder submitted a bid on that item; or
 - ii. The Addendum involves only a matter of form or is one that has either no effect or has merely a trivial or negligible effect on price, quantity, quality, or delivery of the item bid upon.

17. PREFERENCE FOR PUBLIC IMPROVEMENT CONTRACTS (As Selected)

- a. With respect to the award of this Contract, the City shall give preference to a contractor having its principal place of business in Ohio over a contractor having its principal place of business in a state that provides a preference in favor of contractors of that state for the same type of work. Where a preference is provided by another state for contractors of that state, a contractor having its principal place of business in Ohio is to be granted by the City the same preference over them in the same manner and on the same basis and to the same extent as the preference is granted in letting contracts for the same type of work by the other state. If one party to a joint venture is a contractor having its principal place of business in Ohio, the joint venture shall be considered as having its principal place of business in Ohio.
- b. With respect to the award of this Contract, the City shall not give preference to a contractor having its principal place of business in Ohio over other contractors.

18. METHOD OF AWARD

- a. In evaluating Bids, the City may conduct such investigations as are deemed necessary to establish the qualifications and financial ability of the Bidder and its subcontractors and suppliers. The Bidder authorizes the City and its representatives to contact the owners, design professionals, and others having knowledge (collectively "Contacts") on projects on which the Bidder has worked and authorizes and requests such Contacts to provide the City with a candid evaluation of the Bidder's performance. By submitting its Bid, the Bidder agrees that if it or any person, directly or indirectly, on its behalf or for its benefit brings an action against any of such Contacts or the employees of any of them as a result of or related to such candid evaluation, the Bidder will indemnify and hold such Contacts and the employees of any of them from any claims whether or not proven that are part of or are related to such action and from all legal fees and expenses incurred by any of them arising out of or related to such legal action. This obligation is expressly intended for the benefit of such Contacts and the employees of each of them.
- b. All Bids shall remain open for acceptance for 60 days following the day of the Bid opening, but the City may, in its sole discretion, release any Bid and return the Bid Guaranty before that date.
- c. The City reserves the right to reject any, part of any, or all Bids and to waive any informalities and irregularities. The Bidder expressly acknowledges this right of the City to reject any or all Bids or to reject any incomplete or irregular Bid. The City will award a single contract for each of the Bid packages listed above, unless it determines to reject one or more Bid packages. Bidders must furnish all information requested. Failure to do so may result in disqualification of the Bid.
- d. Determination of the Bidder Submitting the Lowest and Best Bid. Subject to the right of the City to reject any or all Bids, the City will award the Contract for the Work to the Bidder submitting the lowest and best Bid, taking into consideration accepted alternates.
 - i. Buy Ohio/American and Ohio Contractor Bid Preference. If selected above, the City shall apply a domestic Ohio bid preference as outlined below.
 1. Bids will first be evaluated to determine that a bidder's offering is for a domestic source end product as defined in 41 C.F.R. section 1-6.101(D). Information furnished by the Bidder in its Bid shall be relied upon in making this determination. Any Bidder's offering that does not offer a domestic source end product shall be rejected, except where the City determines that certain articles, materials and supplies are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality.
 - a. Following the determination as to domestic source end products, remaining bids and proposals shall be evaluated as set forth below, so as to give preference to Ohio bids or bidders who are located in a border state, provided that the border state imposes no greater restrictions than contained in this rule.

2. Buy Ohio Act compliance

- a. Where the preliminary analysis of bids identifies the apparent low bid as an Ohio bid or a bid from a border state, the City shall proceed with its standard contract award practices and procedures as set forth in the Instructions to Bidders.
 - b. Where the preliminary analysis identifies the apparent low bid as one other than an Ohio bid or bid from a border state, the City shall consider the following factors:
 - i. Whether the goods or services can be procured in-state in sufficient and reasonably available quantities and of a satisfactory quality;
 - ii. Whether an Ohio bid has been submitted;
 - iii. Whether the lowest Ohio bid, if any, offers a price to the City deemed to be an excessive price (defined as a price that exceeds by more than five per cent the lowest non-Ohio bid submitted);
 - iv. Whether the lowest Ohio bid, if any, offers a disproportionately inferior product or service.
 - c. Where the City determines that selection of the lowest Ohio bid, if any, will not result in an excessive price or disproportionately inferior product or service, the City shall include that Bidder in its lowest and best analysis.
 - d. Where the City otherwise determines it is advantageous to propose the award of a contract to other than an Ohio bidder or bidder from a border state, the City shall include that Bidder in its lowest and best analysis.
- ii. In addition to the forgoing, City may consider the following criteria in determining the lowest and best bidder; and, in its discretion, may consider and give such weight to these criteria as it deems appropriate:
1. Past Contract Performance
 - a. Whether Bidder has failed to perform a contract within the last five years from the date of Bid submission based on all information including fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the dispute resolution mechanism under the respective contract, and where all appeal instances available to the Bidder have been exhausted.
 - b. Whether Bidder has failed to sign a contract after submitting a bid security in the past five years.

- c. All pending litigation shall in total not represent more than ten percent (10%) of the Bidder's net worth and shall be treated as resolved against the Bidder.
- d. Bidder's history of making claims against others or having claims made against it; and, if the Bidder's management operates or has operated another construction company, the work history of that company in determining whether the Bidder submitted the lowest and best Bid.

2. Financial Ability

- a. The Bidder's financial ability to complete the Contract successfully and on time without resort to its Surety.
- b. Submission of audited financial statements including balance sheets, income statements, and cash flow statements, or other financial statements acceptable to the City, for the last three years to demonstrate the current soundness of the Bidder's financial position and its prospective long term profitability.
 - i. The Bidder's average coefficient of Current ratio (Current Assets/Current Liabilities) compared to 1. The greater, the better.
 - ii. The Bidder's average coefficient of Debt ratio (Total Debt/Total Assets) compared to 1. The lesser, the better.

3. Experience

- a. Whether the Bidder has experience under contracts in the role required by this Contract for at least the last five years before the Bid submission deadline, and with activity in at least nine months each year.
- b. Whether the Bidder has participated as in the role required by this Contract in at least two contracts within the last five years, each with a value of at least 85% of the stated estimate for this Project, that have been successfully and substantially completed and that are similar to the proposed Works. Similarity shall be based on the physical size, complexity, methods, technology or other characteristics as described in the Contract Documents.
- c. For the above or other contracts executed during the period stipulated in above, whether the Bidder has experience in the following key activities: **ODOT Pre-Qualification for horizontal work listed in scope of project including asphalt roadway and ancillary storm sewer, water main, traffic control devices as well as 4000 feet of AEP duct bank and telecommunications duct bank.**

- d. Whether the Bidder has a record of consistent customer satisfaction and of consistent completion of projects, including projects that are comparable to or larger and more complex than the Project, on time and in accordance with the applicable Contract Documents.
 - e. The Bidder's prior experience on other projects with the CITY OF DUBLIN and with other public owners, including the Bidder's demonstrated ability to complete its work on these projects in accordance with the Contract Documents and on time, and will also consider its ability to work with the City as a willing, cooperative, and successful team member.
4. Whether the Bidder possesses or can obtain sufficient equipment and facilities to complete the Project.
 5. The adequacy, in numbers and experience, of the Bidder's work force to complete the Contract successfully and on time.
 6. The Bidder's compliance with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act, Prevailing Wage laws, and Ethics laws.
 7. The Bidder's participation in a drug-free workplace program acceptable to the City, and the Bidder's record for both resolved and unresolved findings of the Auditor of State for recovery as defined in Section 9.24 of the O.R.C..
 8. The City's prior experience with the Bidder's surety.
 9. The Bidder's interest in the Project as evidenced by its attendance at any pre-Bid meetings or conferences for Bidders.
 10. Depending upon the type of the work, other essential factors, as the City may determine and as are included in the Specifications.
 11. The foregoing information with respect to each of the Subcontractors and Suppliers that the Bidder intends to use on the Project.
- e. With its Bid, the Bidder will complete and submit to the City a completed Contractor's Qualification Statement (using the form included in the Contract Documents), and thereafter will provide the City with such additional information as the City may request regarding the Bidder's qualifications.
 - f. The failure to submit requested information on a timely basis may result in the determination that the Bidder is not the lowest and best Bidder.
 - g. With its Bid, the Bidder shall submit a list of proposed subcontractors using the form included with the Contract Documents. Subcontract work shall not total more than **50%** of the Contractor's Contract with the City.
 - h. The City reserves the right to reject proposed Subcontractors before the Contract is awarded. The Bidder shall replace rejected subcontractors will subcontractors

acceptable to the City with no change in the amount of the Bid submitted by the Bidder to City. After approval by the City of the list of proposed Subcontractors, Suppliers, and manufacturers submitted by the successful Bidder, the list shall not be changed unless written approval of the change is authorized by the City. The City reserves the right to reject Subcontractors after the Contract is awarded. In that instance, the City shall only be liable to the Contractor for the difference in Contract Price between the rejected subcontractor and the replacement subcontractor. The Contractor's markup on the replacement subcontractor shall be equal to or less than the markup on the rejected subcontractor contract.

- i. With its Bid, the Bidder shall submit a list of supervisory personnel with which it intends to staff the Project indicating their respective roles on the Project. The City reserves the right to reject proposed personnel both before and after the Contract is awarded with no additional cost to the City. Once the personnel list is approved by the City, it shall not be changed without the written consent of the City.
- j. No Bidder may withdraw its Bid within sixty (60) days after the date Bids are opened. The City reserves the right to waive any formalities or irregularities or to reject any or all Bids.
- k. The City reserves the right to disqualify Bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.
- l. By submitting its Bid, the Bidder agrees that the City's determination of which Bidder is the lowest and best Bidder shall be final and conclusive, and that if the Bidder or any person on its behalf challenges such determination in any legal proceeding, the Bidder will indemnify and hold the City and its employees and agents harmless from any claims included or related to such legal proceeding, whether or not proven, and from legal fees and expenses incurred by the City, its employees, or agents that arise out of or are related to such challenge.
- m. Award of Contract. The award and execution of the Contract, when required, will only be made pursuant to the legal process applicable to the City for awarding contracts of this nature.

END OF INSTRUCTIONS TO BIDDERS

C. REQUEST FOR INFORMATION (PRE-BID)

CITY OF DUBLIN
DALE DRIVE-TULLER RIDGE DRIVE TEMPORARY CONNECTOR

The person, firm, or corporation submitting a request for information shall be responsible for its prompt delivery and do so in a manner that will allow a sufficient period of time for the issuance and delivery of an Addendum before receipt of bids. The CITY OF DUBLIN will not be responsible for any other explanations of the Contract Documents made before the receipt of bids.

Please submit all pre-bid questions in writing by facsimile or electronic mail (Email) to: Mandy K. Bishop, PE, SI, 614-410-4699

Company:	Contact Name:
Email:	Phone:
Requested Information:	

D. BID COVERSHEET

BIDDERS SHALL ATTACH THIS FORM AS THE COVERSHEET TO THE BID. USE THE BOXES BELOW TO CHECK YOUR WORK. COMPLETING THIS FORM DOES NOT GUARANTEE THAT YOUR BID WILL BE RESPONSIVE OR SELECTED; BUT, SHOULD HELP TO OVERCOME THE MOST COMMON BIDDER MISTAKES. THE CITY OF DUBLIN, OHIO RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND TO WAIVE ANY INFORMALITIES OR IRREGULARITIES IN THE PROPOSALS.

- 1. Bidder's Company Name: _____
- 2. Total Bid (From Bid Form): \$ _____

BID PACKAGE

- Reviewed in detail?

PROPOSAL

- Acknowledged any addenda?
- Total bid amount completed in words and figures?
- Signed by a person with authority to bind your company?
- No changes made to form or conditions added?

BID SCHEDULE

- Completely filled in?

COMBINED BID/PERFORMANCE/PAYMENT BOND

- Your company name in the Principal blank?
- Surety name in the Surety blank?
- Dollar amount should be blank
- Signed as indicated?

COMBINED DELINQUENT PERSONAL PROPERTY TAX & NONCOLLUSION AFFIDAVIT

- Filled in?
- Signed?
- Notarized?

AFFIDAVIT OF AUTHORITY

- Needs completed if you are anything other than a sole proprietor
- Filled in?
- Signed?
- Notarized?

POWER OF ATTORNEY (OUT OF STATE CORPORATION)

- Must have if you are an out of state corporation

LIST OF SUBCONTRACTORS

- Completed?

LIST OF SUPERVISORY PERSONNEL

Completed?

CONTRACTOR QUALIFICATION STATEMENT

Completed?

INSURANCE CERTIFICATE

Submitted?

WORKERS COMPENSATION COVERAGE

Submitted?

W-9 FORM

Submitted?

E. PREVAILING WAGE RATES DISK

II. BIDDING FORMS

A. PROPOSAL

CITY OF DUBLIN

DALE DRIVE-TULLER RIDGE DRIVE TEMPORARY CONNECTOR

_____ (the "Bidder") submits this Proposal having read and examined the contract documents, including but not limited to the Invitation to Bid.

Addenda Number

Date of Receipt

The Bidder proposes to perform all work for the Agreement for Construction in accordance with the contract documents for the following sum:

Total Bid (in figures): \$ _____

Total Bid (in words): _____

In the event of a discrepancy between the amount of the total bid as written in figures and in words, the amount written in words shall govern.

Unless otherwise specified in the Bid Document the amount of the total bid is based on the unit prices or lump sum set forth in the Bid Schedule attached hereto and incorporated herein.

The Bidder understands and agrees that all work to be performed under the Agreement for Construction shall be completed by the date or time required by the Contract Documents unless an extension of time is granted by the CITY OF DUBLIN.

Upon failure to have the work completed within the project time, the CITY OF DUBLIN, OHIO shall be entitled to retain or recover from the Bidder, as liquidated damages, and not as a penalty, the amounts set forth in the following table for each and every calendar day until completion. The right of the CITY OF DUBLIN, OHIO to recover liquidated damages shall not substitute for any recovery for additional costs in the event the Bidder fails to complete the Agreement for Construction according to the Contract Documents.

Liquidated Damages:

<u>Contract Amount</u>	<u>Dollars per Day</u>
\$0-25,000	100.00
25,001-50,000	150.00

50,001-100,000	200.00
100,001-500,000	300.00
500,001-1,000,000	500.00
1,000,001-2,000,000	750.00
2,000,001-5,000,000	1,000.00
5,000,001-10,000,000	1,500.00
Over \$10,000,001	2,000.00

REPRESENTATIONS OF THE BIDDER

The Bidder represents the following:

1. The Bidder has read and understands the Contract Documents and understands that it must comply with all requirements of the Contract Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder that might indicate a contrary intention.
2. The Bid is based upon the items specified by the Contract Documents.
3. The Bidder has visited the site, become familiar with local conditions, and has correlated personal observations about the requirements of the Contract Documents. The Bidder has no outstanding questions regarding the interpretation of the Contract Documents.
4. Within ten (10) business days from the date of receipt the Notice of Intent to Award, the Bidder understands that it must enter into and execute an agreement for CITY OF DUBLIN, DALE DRIVE-TULLER RIDGE DRIVE TEMPORARY CONNECTOR if awarded based on this proposal. If the Bidder does not execute an agreement for the Project for any reason, the Bidder and the Bidder's surety shall be liable to the CITY OF DUBLIN, OHIO as provided in O.R.C. Section 153.54.
5. Within ten (10) business days of the date of receipt of the Notice of Intent to Award, the Bidder understands that it must submit the following:
 - a. Performance Bond. (If combined bid/performance/payment not submitted already).
 - b. Copy of Additional Insured Endorsement.
6. The Bidder understands that it must furnish any other information requested by the CITY OF DUBLIN.

The Bidder hereby signs this Proposal on the ___ day of _____, 2014.

If Bidder is an individual, complete the following:

Signature: _____

Print Name: _____

Name of Business: _____

(if different from above)

Federal Identification Number: _____

Address: _____

Telephone: () _____

Fax: () _____

If Bidder is a partnership, complete the following:

Name of Partnership: _____

By: _____

(Signature)

Print Name: _____

Federal Identification Number: _____

Address: _____

Telephone: () _____

Fax: () _____

Names and Addresses of all general partners:

If Bidder is a joint venture, complete the following:

Name of Joint Venture: _____

By: _____

(Signature)

Print Name: _____

Address: _____

Telephone: () _____

Fax: () _____

Complete the following for each firm represented by the joint venture:

1. Name: _____

Federal Identification Number: _____

Address: _____

Telephone: () _____

Fax: () _____

2. Name: _____

Federal Identification Number: _____

Address: _____

Telephone: () _____

Fax: () _____

If Bidder is a corporation, complete the following:

Name of Corporation: _____

By: _____

(Signature)

Print Name: _____

Title: _____

Federal Identification Number: _____

Address: _____

Telephone: () _____

Fax: () _____

State of Incorporation: _____

Names and addresses of Corporate Officers:

If Bidder is an entity other than those described above, complete the following:

Name of Bidder:

By: _____

(Signature)

Print Name: _____

Title: _____

Federal Identification Number: _____

Address: _____

Telephone: () _____

Fax: () _____

Type of Business Entity: _____

Names and addresses of all Principals:

BID SCHEDULE

BIDDER agrees to perform all work described in the CONTRACT DOCUMENTS for the following unit prices:

**Dale Drive - Tuller Ridge Drive
Temporary Connector**

CITY OF DUBLIN

REF NO.	(1) ITEM	(2) DESCRIPTION	(3) QUANT.	(4) UNIT	(5) LABOR (\$)	(6) MATERIAL (\$)	(7) (5)+(6) TOTAL (\$)	(8) (3) x (7) TOTAL EXTENDED INFORMAL PRICE (\$)
ROADWAY								
1	201	CLEARING AND GRUBBING	1	LUMP				
2	202	WALK REMOVED	2,850	SQ FT				
3	202	PAVEMENT REMOVED (CONCRETE)	600	SQ FT				
4	202	CURB AND GUTTER REMOVED	1,350	FT				
5	202	CURB AND GUTTER INLET REMOVED	2	EACH				
6	202	PIPE REMOVED, 24" AND UNDER	15	FT				
7	203	FENCE REMOVED	425	FT				
7	203	EXCAVATION, AS PER PLAN	13,339	CU YD				
8	203	EMBANKMENT, AS PER PLAN	392	CU YD				
9	204	PROOF ROLLING	4	HR				
10	204	SUBGRADE COMPACTION	4,050	SQ YD				
11	204*	EXCAVATION OF SUBGRADE	600	CU YD				
12	204*	GRANULAR MATERIAL, TYPE B	600	CU YD				
13	204*	GEOTEXTILE FABRIC, TYPE D	1,100	SQ YD				
14	608	CONCRETE WALK, AS PER PLAN (T=4")	800	SQ FT				
15	608	DETECTABLE WARNING (PD-03)	2	EACH				
							ROADWAY SUBTOTAL =	
EROSION CONTROL								
16	207	PERIMETER FILTER FABRIC FENCE	850	FT				
17	207	INLET PROTECTION	12	EACH				
18	207*	CONSTRUCTION SEEDING AND MULCHING	18,770	SQ YD				
19	653	TOPSOIL FURNISHED AND PLACED (T=4")	1,320	CU YD				
20	659	SEEDING AND MULCHING, AS PER PLAN	11,860	SQ YD				

BID SCHEDULE

BIDDER agrees to perform all work described in the CONTRACT DOCUMENTS for the following unit prices:

**Dale Drive - Tuller Ridge Drive
Temporary Connector**

CITY OF DUBLIN

REF NO.	(1) ITEM	(2) DESCRIPTION	(3) QUANT.	(4) UNIT	(5) LABOR (\$)	(6) MATERIAL (\$)	(7) (5)+(6) TOTAL (\$)	(8) (3) x (7) TOTAL EXTENDED INFORMAL PRICE (\$)	
21	659	REPAIR SEEDING AND MULCHING, AS PER PLAN	600	SQ YD					
22	659	COMMERCIAL FERTILIZER	1.07	TON					
23	659	WATER	65	M GAL					
24	670	DITCH EROSION PROTECTION MAT, AS PER PLAN	2,350	SQ YD					
25	SPEC	CONCRETE WASHOUT AREA	1	LUMP					
		<i>EROSION CONTROL SUBTOTAL =</i>							
		DRAINAGE							
26	601	ROCK CHANNEL PROTECTION, TYPE B, WITH FILTER FABRIC	37	CU YD					
27	601	ROCK CHANNEL PROTECTION, TYPE C, WITH FILTER FABRIC	1.2	CU YD					
28	602	ENDWALL FOR 12 INCH PIPE (AA-S169)	2	EACH					
29	602	HEADWALL FOR 30 INCH PIPE (AA-S168)	1	EACH					
30	604	MANHOLE, TYPE C (AA-S102 WITH ST-03)	7	EACH					
31	604	MANHOLE, TYPE C, (AA-S102) WITH GRATED LID	2	EACH					
32	604	MANHOLE, TYPE C (AA-S102 WITH ST-03) WITH DIVERSION WEIR	1	EACH					
33	604	STANDARD CATCH BASIN (21 INCH AND SMALLER PIPE) (AA-S133A)	5	EACH					
34	604	STANDARD CATCH BASIN (24 INCH AND LARGER PIPE) (AA-S133B)	2	EACH					
35	604	RECTANGULAR CONCRETE CATCH BASIN 48" INLET (AA-S136)	1	EACH					
36	605	4 INCH PIPE UNDERDRAIN	2,360	FT					
37	606	4 INCH UNCLASSIFIED PIPE UNDERDRAIN	160	FT					
38	611*	4 INCH CONDUIT, TYPE F (UNDERDRAIN OUTLETS)	84	FT					
39	901	12 INCH PIPE, 706.02, WITH TYPE 1 BEDDING, WITH CMSC 912 COMPACTED GRANULAR MATERIAL	583	FT					

BID SCHEDULE

BIDDER agrees to perform all work described in the CONTRACT DOCUMENTS for the following unit prices:

**Dale Drive - Tuller Ridge Drive
Temporary Connector**

CITY OF DUBLIN

REF NO.	(1) ITEM	(2) DESCRIPTION	(3) QUANT.	(4) UNIT	(5) LABOR (\$)	(6) MATERIAL (\$)	(5)+(6) TOTAL (\$)	(8) (3) x (7) TOTAL EXTENDED INFORMAL PRICE (\$)
40	901	18 INCH PIPE, 706.02, WITH TYPE 1 BEDDING, WITH CMSC 912 COMPACTED GRANULAR MATERIAL	79	FT				
41	901	24 INCH PIPE, 706.02, WITH TYPE 1 BEDDING, WITH CMSC 912 COMPACTED GRANULAR MATERIAL	397	FT				
42	901	27 INCH PIPE, 706.02, WITH TYPE 1 BEDDING, WITH CMSC 912 COMPACTED GRANULAR MATERIAL	27	FT				
43	901	30 INCH PIPE, 706.02, WITH TYPE 1 BEDDING, WITH CMSC 912 COMPACTED GRANULAR MATERIAL	122	FT				
							<i>DRAINAGE SUBTOTAL =</i>	

BID SCHEDULE

BIDDER agrees to perform all work described in the CONTRACT DOCUMENTS for the following unit prices:

**Dale Drive - Tuller Ridge Drive
Temporary Connector**

CITY OF DUBLIN

REF NO.	(1) ITEM	(2) DESCRIPTION	(3) QUANT.	(4) UNIT	(5) LABOR (\$)	(6) MATERIAL (\$)	(5)+(6) TOTAL (\$)	(8) TOTAL EXTENDED INFORMAL PRICE (\$)
		PAVEMENT						
44	254	PAVEMENT PLANING (T=1.25 INCHES)	1,140	SQ YD				
45	259	PAVEMENT REPLACEMENT, TYPE I	21	CU YD				
46	301	ASPHALT CONCRETE BASE	501	CU YD				
47	301	ASPHALT CONCRETE BASE (FOR DRIVEWAY)	15	CU YD				
48	304	AGGREGATE BASE	629	CU YD				
49	304	AGGREGATE BASE (FOR DRIVEWAY)	32	CU YD				
50	407	NTSS-1HM TRACKLESS TACK COAT	280	GAL				
51	407	NTSS-1HM TRACKLESS TACK COAT (FOR DRIVEWAY)	13	GAL				
52	407	NTSS-1HM TRACKLESS TACK COAT FOR INTERMEDIATE COURSE	210	GAL				
53	407	NTSS-1HM TRACKLESS TACK COAT FOR INTERMEDIATE COURSE (FOR DRIVEWAY)	10	GAL				
54	423	CRACK SEAL	225	LB				
55	448	ASPHALT CONCRETE INTERMEDIATE COURSE (MEDIUM TRAFFIC), PG64-22	146	CU YD				
56	448	VARIABLE THICKNESS ASPHALT CONCRETE INTERMEDIATE COURSE (MEDIUM TRAFFIC), PG64-22	58	CU YD				
57	448	ASPHALT CONCRETE INTERMEDIATE COURSE (MEDIUM TRAFFIC), PG64-22 (FOR DRIVEWAY)	7	CU YD				
58	448	ASPHALT CONCRETE SURFACE COURSE (MEDIUM TRAFFIC), PG64-22	163	CU YD				
59	448	ASPHALT CONCRETE SURFACE COURSE (MEDIUM TRAFFIC), PG64-22 (FOR DRIVEWAY)	6	CU YD				
60	609	CURB, STRAIGHT 18 INCH	150	FT				
							PAVEMENT SUBTOTAL =	

BID SCHEDULE

BIDDER agrees to perform all work described in the CONTRACT DOCUMENTS for the following unit prices:

**Dale Drive - Tuller Ridge Drive
Temporary Connector**

CITY OF DUBLIN

REF NO.	(1) ITEM	(2) DESCRIPTION	(3) QUANT.	(4) UNIT	(5) LABOR (\$)	(6) MATERIAL (\$)	(7) (5)+(6) TOTAL (\$)	(8) (3) x (7) TOTAL EXTENDED INFORMAL PRICE (\$)
WATER WORKS								
61	801	6 INCH WATER PIPE & FITTINGS WITH TYPE 1 BEDDING, WITH ITEM 912 COMPACTED GRANULAR BACKFILL	25	LF				
62	801	12 INCH WATER PIPE & FITTINGS WITH TYPE 1 BEDDING, WITH ITEM 912 COMPACTED GRANULAR BACKFILL	310	LF				
63	801*	CONCRETE BLOCKING CLASS C, INCREASE OR DECREASE	50	CU YD				
64	801*	DUCTILE IRON FITTINGS, INCREASE OR DECREASE	50	LB				
65	802	6" VALVE AND APPURTENANCES	1	EACH				
66	802	12" VALVE AND APPURTENANCES	2	EACH				
67	807	COLUMBUS STANDARD HEAVY DUTY VALVE BOX	2	EACH				
68	809	FIRE HYDRANT, TYPE A	1	EACH				
69	811*	INCREASE OR DECREASE IN EXCAVATION AND BACKFILL	50	CU YD				
70	816	8" WATER SERVICE TAP ABANDONED	1	EACH				
71	SPEC	SURVEY COORDINATES	1	LUMP				
							WATER WORKS SUBTOTAL =	
SANITARY								
72		6 INCH WATER PIPE & FITTINGS WITH TYPE 1 BEDDING, WITH ITEM 912 COMPACTED GRANULAR BACKFILL	25	LF				
							SANITARY SUBTOTAL =	

BID SCHEDULE

BIDDER agrees to perform all work described in the CONTRACT DOCUMENTS for the following unit prices:

**Dale Drive - Tuller Ridge Drive
Temporary Connector**

CITY OF DUBLIN

REF NO.	(1) ITEM	(2) DESCRIPTION	(3) QUANT.	(4) UNIT	(5) LABOR (\$)	(6) MATERIAL (\$)	(7) (5)+(6) TOTAL (\$)	(8) (3) x (7) TOTAL EXTENDED INFORMAL PRICE (\$)
		TRAFFIC CONTROL						
73	630+	GROUND MOUNTED SUPPORT, NO. 3 POST, TYPE S, AS PER PLAN	98	LF				
74	630+	2 1/4" SQUARE ANCHOR POST, AS PER PLAN	7	EACH				
75	630+	STREET NAME SIGN SUPPORT, AS PER PLAN	2	EACH				
76	630+	STREET NAME SIGN, AS PER PLAN	6	EACH				
77	630+	SIGN FLAT SHEET, AS PER PLAN	65	SQ FT				
78	644*	CENTER LINE, 4 INCH	0.37	MILE				
79	644*	STOP LINE, 24 INCH	34	LF				
80	644*	CHANNELIZING LINE, 8"	40	LF				
81	644*	TRANSVERSE LINE, 24 INCH	139	LF				
82	644*	LANE ARROW, 72"	2	EACH				
83	644*	EDGE LINE, 4 INCH	0.57	MILE				
84	644*	REMOVAL OF PAVEMENT MARKINGS	33	LF				
							<i>TRAFFIC CONTROL SUBTOTAL =</i>	
		TRAFFIC SIGNAL						
85	625*	CONDUIT, 2 INCH, 725.05	31	LF				
86	625*	TRENCH	31	LF				
87	625*	PULLBOX, 725.08, 18 INCH	1	EACH				
88	625*	DETECTOR LOOP	4	EACH				
89	625*	LOOP DETECTOR LEAD-IN CABLE, 2-CONDUCTOR, NO. 14 AWG	160	LF				
							<i>TRAFFIC SIGNAL SUBTOTAL =</i>	

DO NOT BID

BID SCHEDULE

BIDDER agrees to perform all work described in the CONTRACT DOCUMENTS for the following unit prices:

**Dale Drive - Tuller Ridge Drive
Temporary Connector**

CITY OF DUBLIN

REF NO.	(1) ITEM	(2) DESCRIPTION	(3) QUANT.	(4) UNIT	(5) LABOR (\$)	(6) MATERIAL (\$)	(5)+(6) TOTAL (\$)	(8) TOTAL EXTENDED INFORMAL PRICE (\$)
		DUCT BANK						
90	202	CURB AND GUTTER REMOVED AND REPLACED (FOR DUCT BANK)	85	FT				
91	259	PAVEMENT REPLACEMENT, ASPHALT PATH	5	SQ YD				
92	259	PAVEMENT REPLACEMENT, CONCRETE WALK	12	SQ YD				
93	259	PAVEMENT REPLACEMENT, TYPE I (FOR DUCT BANK)	1,510	SQ YD				
94	410*	TRAFFIC COMPACTED SURFACE, TYPE A OR B, AS PER PLAN	60	CU YD				
95	SPEC	2-5" PVC, SCHEDULE 40, CONDUIT CONCRETE ENCASED IN TRENCH WITH CMSC 912 COMPACTED GRANULAR MATERIAL	100	FT				
96	SPEC	2-5" PVC, SCHEDULE 40, CONDUIT CONCRETE ENCASED IN TRENCH WITH CONTROLLED DENSITY FILL	425	FT				
97	SPEC	4-5" PVC, SCHEDULE 40, CONDUIT CONCRETE ENCASED IN TRENCH WITH CMSC 912 COMPACTED GRANULAR MATERIAL	75	FT				
98	SPEC	4-5" PVC, SCHEDULE 40, CONDUIT CONCRETE ENCASED IN TRENCH WITH CONTROLLED DENSITY FILL	125	FT				
99	SPEC	6-5" PVC, SCHEDULE 40, CONDUIT CONCRETE ENCASED IN TRENCH WITH CMSC 912 COMPACTED GRANULAR MATERIAL	400	FT				
100	SPEC	6-5" PVC, SCHEDULE 40, CONDUIT CONCRETE ENCASED IN TRENCH WITH CONTROLLED DENSITY FILL	175	FT				
101	SPEC	9-5" PVC, SCHEDULE 40, CONDUIT CONCRETE ENCASED IN TRENCH WITH CMSC 912 COMPACTED GRANULAR MATERIAL	750	FT				

BID SCHEDULE

BIDDER agrees to perform all work described in the CONTRACT DOCUMENTS for the following unit prices:

**Dale Drive - Tuller Ridge Drive
Temporary Connector**

CITY OF DUBLIN

REF NO.	(1) ITEM	(2) DESCRIPTION	(3) QUANT.	(4) UNIT	(5) LABOR (\$)	(6) MATERIAL (\$)	(7) (5)+(6) TOTAL (\$)	(8) (3) x (7) TOTAL EXTENDED INFORMAL PRICE (\$)
102	SPEC	9-5" PVC, SCHEDULE 40, CONDUIT CONCRETE ENCASED IN TRENCH WITH CONTROLLED DENSITY FILL	2,898	FT				
103	SPEC	11-5" PVC, SCHEDULE 40, CONDUIT CONCRETE ENCASED IN TRENCH WITH CONTROLLED DENSITY FILL	200	FT				
104	SPEC	13-5" PVC, SCHEDULE 40, CONDUIT CONCRETE ENCASED IN TRENCH WITH CONTROLLED DENSITY FILL	200	FT				
105	SPEC	15-5" PVC, SCHEDULE 40, CONDUIT CONCRETE ENCASED IN TRENCH WITH CONTROLLED DENSITY FILL	225	FT				
106	SPEC	15-5" PVC, SCHEDULE 40, CONDUIT CONCRETE ENCASED IN TRENCH WITH 912 COMPACTED GRANULAR MATERIAL	100	FT				
107	SPEC	27-5" PVC, SCHEDULE 40, CONDUIT CONCRETE ENCASED IN TRENCH WITH 912 COMPACTED GRANULAR MATERIAL	100	FT				
108	SPEC	ELECTRIC MANHOLE, COMPLETE	10	EACH				
109	SPEC	SWITCH GEAR PAD, COMPLETE	4	EACH				
110	SPEC	RISER CONDUITS, COMPLETE	5	EACH				
111	SPEC *	INCREASE OR DECREASE IN EXCAVATION	246	CU YD				
112	SPEC	1-4" AND 12-1.25" SDR-11 CONDUITS WITH CMSC 912 COMPACTED GRANULAR MATERIAL	900	FT				
113	SPEC	1-4" AND 12-1.25" SDR-11 CONDUITS WITH CONTROLLED DENSITY FILL	2,575	FT				
114	SPEC	1-4" AND 12-1.25" SDR-11 CONDUITS HORIZONTALLY DIRECTIONALLY DRILLED	100	FT				
115	SPEC	COMMUNICATIONS MANHOLE, COMPLETE	5	EACH				
							DUCT BANK SUBTOTAL =	

BID SCHEDULE

BIDDER agrees to perform all work described in the CONTRACT DOCUMENTS for the following unit prices:

**Dale Drive - Tuller Ridge Drive
Temporary Connector**

CITY OF DUBLIN

REF NO.	(1) ITEM	(2) DESCRIPTION	(3) QUANT.	(4) UNIT	(5) LABOR (\$)	(6) MATERIAL (\$)	(7) (5)+(6) TOTAL (\$)	(8) (3) x (7) TOTAL EXTENDED INFORMAL PRICE (\$)
MISCELLANEOUS								
116	108.03**	TYPE B - CRITICAL PATH METHOD (CPM) SCHEDULE	1	LUMP				
117	614	MAINTAINING TRAFFIC, AS PER PLAN	1	LUMP				
118	623	CONSTRUCTION LAYOUT STAKES	1	LUMP				
119	624	MOBILIZATION	1	LUMP				
120	SPEC	PROOF SURVEY	1	LUMP				
							MISCELLANEOUS SUBTOTAL =	

* DENOTES ODOT CONSTRUCTION AND MATERIAL SPECIFICATIONS (2013 EDITION).
 ** DENOTES CITY OF DUBLIN GENERAL CONDITIONS SECTION 100.
 + DENOTES ITEM TO BE FURNISHED AND INSTALLED BY CITY OF DUBLIN; ODOT CONSTRUCTION AND MATERIAL SPECIFICATIONS (2013)
 ALL OTHER ITEMS REFERENCE CITY OF COLUMBUS CONSTRUCTION AND MATERIAL SPECIFICATIONS (2012 EDITION.)

GRAND TOTAL =

TOTAL BID FOR PROJECT: _____
SUBMITTED BY: _____
(COMPANY) _____

C. COMBINED BID/PERFORMANCE/PAYMENT BOND

**CITY OF DUBLIN
DALE DRIVE-TULLER RIDGE DRIVE TEMPORARY CONNECTOR**

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____ (the "Principal") and

_____ (the "Surety"), are hereby held and firmly bound unto the CITY OF DUBLIN, Ohio as obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the CITY OF DUBLIN on _____, 2014 to undertake the project known as the **CITY OF DUBLIN, DALE DRIVE-TULLER RIDGE DRIVE TEMPORARY CONNECTOR.**

The penal sum referred to herein shall be the dollar amount of the Principal's bid to CITY OF DUBLIN, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the CITY OF DUBLIN, which are accepted by the CITY OF DUBLIN. 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.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal has submitted a bid for the **CITY OF DUBLIN, DALE DRIVE-TULLER RIDGE DRIVE TEMPORARY CONNECTOR.**

NOW, THEREFORE, if the CITY OF DUBLIN 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 CITY OF DUBLIN the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the CITY OF DUBLIN may in good faith contract with the next lowest bidder to perform the work covered by the bid, or in the event the CITY OF DUBLIN does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the CITY OF DUBLIN the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the CITY OF DUBLIN 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 Principal shall well and faithfully do and perform the things agreed by Principal to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, material men, 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 man or laborer having a just claim, as well as for the CITY OF DUBLIN 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 Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of the Surety on the Surety's bond, and the Surety does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the plans or specifications.

Signed this _____ day of _____, 2014.

PRINCIPAL:

By: _____

(Signature)

Print Name: _____

Title: _____

Address:

Telephone: () _____

SURETY:

By: _____

(Signature)

Print Name: _____

Title: _____

Address:

Telephone: () _____

SURETY AGENT:

By: _____

(Signature)

Print Name: _____

Title: _____

Address:

Telephone: () _____

D. ALTERNATE BID SECURITY FORM

Bidder Name: _____

Project Name: **DALE DRIVE-TULLER RIDGE DRIVE TEMPORARY CONNECTOR**

The undersigned Bidder hereby submits with its bid the following bid security equaling 10% of the total amount of the bid as required by Ohio Revised Code Section 153.54:

A Certified Check

A Cashier's Check

A Letter of Credit pursuant to Chapter 1305 of the Ohio Revised Code

A bid guaranty filed under this form shall be conditioned to provide that if the bid is accepted, the bidder, after the awarding or the recommendation for the award of the contract, whichever the CITY OF DUBLIN designates, will enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material. All bid guaranties filed hereunder shall be payable to the CITY OF DUBLIN, be for the benefit of the CITY OF DUBLIN, and be deposited with, and held by, the CITY OF DUBLIN.

Bidder Signature: _____

Print Name: _____

E. PERFORMANCE AND PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____ as principal and _____ as sureties, are hereby held and firmly bound unto CITY OF DUBLIN ("Obligee") in the penal sum of \$ _____, 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 _____ enter into a contract with CITY OF DUBLIN, which said contract is made a part of this bond the same as though set forth herein;

Now, if the said principal shall well and faithfully do and perform the things agreed by it 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.

Signed this _____ day of _____, 2014.

PRINCIPAL:

By: _____

(Signature)

Print Name: _____

Title: _____

Address:

Telephone: () _____

SURETY:

By: _____

(Signature)

Print Name: _____

Title: _____

Address:

Telephone: () _____

SURETY AGENT:

By: _____

(Signature)

Print Name: _____

Title: _____

Address:

Telephone: () _____

F. AFFIDAVIT OF AUTHORITY

CITY OF DUBLIN

DALE DRIVE-TULLER RIDGE DRIVE TEMPORARY CONNECTOR

(To be completed and executed if the Contractor is anything other than a sole proprietorship.)

State of _____ (State Where Completing this Form)

County of _____ (County Where Completing this Form) SS:

_____ (Your Name), being duly sworn, deposes and says that he or she is the _____ (Position) of _____ (Business Name), a _____ (Type of Entity) organized and existing under and by virtue of the laws of the State of _____ (State), and having its principal office at: _____ (Address), _____ (City), _____ (County), _____ (State).

Affiant further says that he is familiar with the records, minute books and by-laws of _____ (Business Name).

Affiant further says that _____ (Name of Person Signing Contract) _____ (Title of Person Signing Contract) of _____ (Business Name)

is duly authorized to sign the Contract for the CITY OF DUBLIN DALE DRIVE-TULLER RIDGE DRIVE TEMPORARY CONNECTOR on behalf of _____

(Business Name) by virtue of

_____. (Describe how the person signing the Contract has Authority to sign for example: "a provision of the by-laws" or "a resolution of the Board of Directors"—if by resolution, give date of adoption.)

_____, _____.
(Your Signature) (Your Position)

The foregoing instrument was acknowledged before me this _____ (date) by _____ (name of person acknowledged). Signature and Seal of person taking acknowledgement:

H. W-9 FORM

Form W-9 (Rev. December 2011) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____	
	<input type="checkbox"/> Other (see Instructions) ▶ _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number							
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; border: none;">-</td> <td style="width:20%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; border: none;">-</td> <td style="width:20%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; border: none;"></td> <td style="width:20%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-			
	-		-				
Employer identification number							
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; border: none;">-</td> <td style="width:20%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; border: none;"></td> <td style="width:20%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; border: none;"></td> <td style="width:20%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-					
	-						

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

I. LIST OF SUBCONTRACTORS

CITY OF DUBLIN DALE DRIVE-TULLER RIDGE DRIVE TEMPORARY CONNECTOR

NOTE: The bidder must perform at least 50% of the total contract cost with its own forces.

1. Name of Subcontractor (Include names of any parent company) : _____

Federal Identification Number: _____

Address _____

Type of Work:

Subcontractor to Provide: _____

Approximate Percentage of the Contract Cost to be Performed by Subcontractor: _____

Experience Record: _____

2. Name of Subcontractor (Include names of any parent company) : _____

Federal Identification Number: _____

Address: _____

Type of Work:

Subcontractor to Provide: _____

Approximate Percentage of the Contract Cost to be Performed by Subcontractor: _____

Experience Record: _____

3. Name of Subcontractor (Include names of any parent company) : _____

Federal Identification Number: _____

Address: _____

Type of Work:

Subcontractor to Provide: _____

Approximate Percentage of the Contract Cost to be Performed by Subcontractor: _____

Experience Record: _____

4. Name of Subcontractor (Include names of any parent company) : _____

Federal Identification Number: _____

Address: _____

Type of Work:

Subcontractor to Provide: _____

Approximate Percentage of the Contract Cost to be Performed by Subcontractor: _____

Experience Record: _____

5. Name of Subcontractor (Include names of any parent company) : _____

Federal Identification Number: _____

Address: _____

Type of Work:

Subcontractor to Provide: _____

Approximate Percentage of the Contract Cost to be Performed by Subcontractor: _____

Experience Record: _____

Add additional sheets if necessary.

J. CONTRACTOR QUALIFICATION STATEMENT

Contractor: _____

Date: _____

Project: **DALE DRIVE-TULLER RIDGE DRIVE TEMPORARY CONNECTOR**

The foregoing Contractor submits this Statement of Qualifications to the CITY OF DUBLIN, OHIO as part of its bid for the above named Project and represents that the information contained herein is complete and accurate to the best of the Contractor’s knowledge. The CITY OF DUBLIN reserves the right to reject any, part of any, or all bids and to waive any informalities and irregularities. The Contractor expressly acknowledges this right of the CITY OF DUBLIN to reject any or all bids or to reject any incomplete or irregular bid. Contractor must furnish all information requested on this Statement of Qualifications. Failure to do so may result in disqualification of the bid. The CITY OF DUBLIN may consider the information submitted on this form in determining the lowest and best Contractor for the Project giving such weight to each item as the CITY OF DUBLIN deems appropriate. The CITY OF DUBLIN may conduct such investigations as are deemed necessary to establish the qualifications and financial ability of the Contractor and its subcontractors and suppliers.

The Contractor authorizes the CITY OF DUBLIN and its representatives to contact the owners, design professionals, and others having knowledge (collectively “Contacts”) on projects on which the Contractor has worked—whether listed on this form or not—and authorizes and requests such Contacts to provide the CITY OF DUBLIN with a candid evaluation of the Contractor’s performance. By submitting its bid, the Contractor agrees that if it or any person, directly or indirectly, on its behalf or for its benefit brings an action against any of such Contacts or the employees of any of them as a result of or related to such candid evaluation, the Contractor will indemnify and hold harmless such Contacts and the employees of any of them from any claims whether or not proven that are part of or are related to such action and from all legal fees and expenses incurred by any of them arising out of or related to such legal action. This obligation is expressly intended for the benefit of such Contacts and the employees of each of them. By submitting this form, Contractor agrees that the CITY OF DUBLIN’s determination of which Contractor is the lowest and best Contractor shall be final and conclusive, and that if the Contractor or any person on its behalf challenges such determination in any legal proceeding, the Contractor will indemnify and hold the CITY OF DUBLIN and its employees and agents harmless from any claims included or related to such legal proceeding, whether or not proven, and from legal fees and expenses incurred by the City, its employees, or agents that arise out of or are related to such challenge.

NAME OF PROJECT: **DALE DRIVE-TULLER RIDGE DRIVE TEMPORARY CONNECTOR**

1. ORGANIZATION

- 1.1 How many years has your organization been in business as a Contractor?
- 1.2 How many years has your organization been in business under its present business name?
 - 1.2.1 Under what other or former names has your organization operated?
- 1.3 If your organization is a corporation, answer the following:
 - 1.3.1 Date of incorporation:
 - 1.3.2 State of incorporation:
 - 1.3.3 President's name:
 - 1.3.4 Vice President's name(s):
 - 1.3.5 Secretary's name:
 - 1.3.6 Treasurer's name:
- 1.4 If your organization is a partnership, answer the following:
 - 1.4.1 Date of organization:
 - 1.4.2 Type of partnership (if applicable):
 - 1.4.3 Name(s) of general partner(s):
- 1.5 If your organization is individually owned, answer the following:
 - 1.5.1 Date of organization:
 - 1.5.2 Name of owner:
- 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

2. LICENSING

- 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.
- 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

3. EXPERIENCE

- 3.1 List the categories of work that your organization normally performs with its own forces.
- 3.2 Claims and Lawsuits (If the answer to any of the questions below is yes, please attach details.)

3.2.1 Has your organization ever failed to complete any work?

3.2.2 Within the last five (5) years has your organization or any of its officers initiated any Claims, had any Claims initiated against it or them, or been involved in or is currently involved in any mediation or arbitration proceedings or lawsuits suits related to any construction project, or has any judgments or awards outstanding against it or them? If the answer is yes, please attach the details for each Claim, including the names and telephone numbers of the persons who are parties, the amount of the Claim, the type of Claim and basis for the Claim, and the outcome.

Note: As used in this document "Claim" means a Claim initiated under the Contract Documents for a project.

3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? If the answer is yes, please attach details for each instance, including the names and telephone numbers of the persons who are parties to the contract, and the reason(s) the contract was not completed.

3.4 On a separate sheet, list construction projects your organization has in progress with an original Contract Sum of more than \$ 2,125,000.00, giving the name of project, owner and its telephone number, design professional and its telephone number, contract amount, percent complete and scheduled completion date.

3.4.1 State total amount of work in progress and under contract:

comparable or greater size and complexity than the Owner's project. If there are more than five (5) of these projects, only provide information on the most recent five (5) projects, including current projects.

Project And Work	Contract Sum	Owner's Representative & Telephone Number	Engineer's Or Architect's Representative Name & Telephone Number

3.5.2 State average annual amount of construction work your organization has performed during the last five years.

3.5.3 If any of the following members of your organization's management--president, chairman of the board, or any director--operates or has operated another construction company during the last five (5) years, identify the member of management and the name of the construction company.

3.5.4 If your organization is operating under a trade name registration with the Secretary of State for the State of Ohio, identify the entity for which the trade name is registered. If none, state "none."

3.5.5. If your organization is a division or wholly-owned subsidiary of another entity or has another relationship with another entity, identify the entity of which it is a division or wholly-owned subsidiary or with which it has another relationship and also identify the nature of the relationship. If none, state "not applicable."

3.6 On a separate sheet, list the construction education, training and construction experience for each person who will fill a management role on the Project, including without limitation the Project Executive, Project Engineer, Project Manager, and Project Superintendent. For each person listed, include with the other information the last three projects on which the person worked and the name and telephone number of the Design Professional and the Owner.

4. REFERENCES

4.1 Trade References:

4.2 Bank References:

4.3 Surety:

4.3.1 Name of bonding company:

4.3.2 Name and address of agent:

5. FINANCING

5.1 Financial Statement

5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes); and

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

5.1.2 Name and address of firm preparing attached financial statement, and date thereof.

5.1.3 Is the attached financial statement for the identical organization named on page one?

5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).

5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

Certification. The undersigned certifies for the reliance of the Owner that after diligent investigation, to the best of the undersigned's belief, the information provided with this Contractor's Qualification Statement is true, accurate and not misleading.

SIGNATURE

Dated at this ____ day of _____, 2014.

Name of Organization: _____

By: _____ (Print Name)

Signature: _____

Title: _____

_____, being duly sworn, deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this ____ day of _____, 2014.

Notary Public

My Commission Expires: _____

SEAL

CONTRACTOR'S ORGANIZATION

General Information

Address: _____

Telephone and Facsimile: _____

E-mail address: _____

Web site: _____

If address given above is a branch office address, provide principal home office address:

Type of Organization

The Contractor's Organization is a:

Corporation

Date and State of Incorporation: _____

Executive Officers: (Names and Addresses) _____

Partnership

Date and State of Organization: _____

Type of Partnership: General Limited Limited Liability Other:

Current General Partners: (Names and Addresses) _____

Joint Venture

Date and State of Organization: _____

Joint Venturers: (For each indicate the name, address and form and state of organization, as well as the managing or controlling Joint Venturer if applicable.) _____

Limited Liability Company

Date and State of Organization: _____

Members: (Names and Addresses) _____

Sole Proprietorship

Date and State of Organization: _____

City or Cities: (Names and Addresses) _____

Other

Type of Organization: _____

State of Organization: _____

Cities and/or Principals: (Names and Addresses) _____

In addition to the above categories of business entities, indicate whether Contractor's organization is certified as a:

Disadvantaged Business Enterprise Certified by:

Minority Business Enterprise Certified by:

Women's Business Enterprise Certified by:

Historically Underutilized Business Zone Small Business Concern Certified by: _____

LICENSING AND REGISTRATION

Jurisdictions in which Contractor is legally qualified to practice: (Indicate license or registration numbers for each jurisdiction, if applicable, and type of license or registration. Attach separate sheet as necessary.)

In the past five years, has Contractor had any business or professional license suspended or revoked? Yes No

If yes, describe circumstances on separate attachment, including jurisdiction and bases for suspension or revocation.

CONTRACTOR'S PERSONNEL AND APPROACH

Key Construction Personnel. Create and attach Schedule A, listing the Contractor's: 1) Key Construction Personnel who will work on the Project; 2) their construction experience; and, 3) the percentage of time that each is anticipated to devote to the Project.

List types of work generally performed by Contractor's own work force:

Subcontractors

Indicate criteria used in the selection of subcontractors (Indicate if Not Applicable).

- Price
- Financial strength
- Bonding capacity
- Previous experience with Contractor
- Previous experience in industry
- Subcontractor's reputation in industry
- Availability of sufficient personnel
- Safety record
- Other: _____

State Contractor's policy on the bonding of its subcontractors: _____

Describe Contractor's proposed technical and management approach to the Project, including approaches to quality, time and cost control: (Attach additional sheets as necessary.)

CONTRACTOR'S RELEVANT EXPERIENCE

Past Projects List. In the chart below, list at least five construction projects Contractor has worked on in the past five (5) years with project delivery systems similar in size and scope to the one to be employed for this Project. (For Joint Ventures, list each joint venturer's projects separately).

City Name	Project Type	Contract Amount	Completion Date	Contact Name and Number

Current Projects List. In the chart below, list all current projects of the Contractor, including projects not yet underway, approximate dollar value of each and the percentage of completion of each project. (For Joint Ventures, list each joint venturer's projects separately).

City Name	Project Type	Contract Amount	Percentage Complete	Contact Name and Number

Annual Construction Volume. Indicate the annual volume of work completed for the past three years:

Year _____

Year _____

Year _____

In the past five years, has Contractor defaulted, been terminated for cause or failed to complete a construction contract awarded to it? ___ Yes ___ No

If yes, describe circumstances on separate attachment, including dates and owner, and if applicable, Contractor's surety.

In the past five years, has any officer, partner, joint venturer or proprietor of the Contractor ever failed to complete a construction contract awarded to that person or entity in their name or on behalf of another organization? Yes No

If yes, describe circumstances on separate attachment, including dates and City, and if applicable, surety.

Describe all litigation arising from Contractor's active projects or projects worked on within the last five years. (Attach additional sheets as necessary.)

CONTRACTOR'S SAFETY PROGRAM

If Contractor has a written safety program, attach a copy.

Does the Contractor's safety program include instructions on the following:

Safety work practices Yes No

Safety supervision Yes No

Toolbox safety meetings Yes No

Emergency procedures Yes No

First aid procedures Yes No

Accident investigation Yes No

Fire protection Yes No

New workers' orientation Yes No

Do you have a safety officer/department in your company? Yes No

If yes,

Name: _____

Title: _____

Phone: _____

Do you conduct project safety inspections? Yes No

If yes, how often? _____

Who conducts this inspection?

Name: _____

Title: _____

Do you hold project safety meetings for field supervisors? Yes No

If yes, how often? Weekly Bi-weekly Monthly Less often as needed

Do you have in place an instruction program on safety for newly hired or promoted supervisors? Yes No

If yes, please attach a copy of program format.

If craft "toolbox" safety meetings are held, what is their frequency? Weekly Bi-weekly Monthly Less often as needed

Do you have a drug and alcohol testing policy? Yes No

If Yes, attach a copy of the policy.

Provide Contractor's OSHA No. 300 Log and Summary of Occupational Injuries and Illnesses for the past five years.

List all OSHA Citations and Notifications of Penalty, monetary or other, received within the last five years: (Indicate final disposition as applicable. Attach additional sheets as necessary.)

List all safety citations of violations under state law received within the last five years: (Indicate final disposition as applicable. Attach additional sheets as necessary.)

SURETY AND INSURANCE

Surety Company: (Name and Address)

Agent: (Name, Address and Telephone Number)

Total bonding capacity: \$ _____

Limit per project: \$ _____

Available bonding capacity as of this date: \$ _____

CONTRACTOR FINANCIAL INFORMATION

List principal banks used, the approximate value of outstanding loans and general repayment history, as well as the Name, Address and Telephone Number of a contact person:

Attach audited financial statements for the past three (3) years, including latest balance sheet.

State whether Contractor, or any of the individuals identified in Article 1, has/have been the subject of any bankruptcy proceeding within the last five (5) years.

Yes No

If yes, describe circumstances on separate attachment.

STATEMENT OF POTENTIAL CONFLICTS OF INTEREST

Provide information about any business associations, financial interests or other circumstances that may create a conflict of interest with the City or any other Party known to be involved in the Project.

OTHER INFORMATION

Within the past five years, has Contractor, or any of the individuals identified in Article 1 and/or Schedule A been the subject of any criminal indictment or judgment of conviction for any business-related conduct constituting a crime under state or federal law? __ Yes __ No

If yes, describe circumstances on separate attachment.

Within the past five years, has Contractor or any of the individuals identified in Article 1 and/or Schedule A been the subject of any federal or state suspension or disbarment? __ Yes __ No

If yes, describe circumstances on separate attachment.

Within the past five years, has Contractor, or any of the individuals identified in Article 1 and/or Schedule A been the subject of any formal proceeding or consent order with a state or federal environmental agency involving a violation of state or federal environmental laws? __ Yes __ No

If yes, describe circumstances. (Attach additional sheets as necessary.)

REFERENCES

Provide one additional reference for each of the following categories.

1. City

Name: _____

Address: _____

Telephone No.: _____

Contact Person: _____

2. Architect/Engineer

Name: _____

Address: _____

Telephone No.: _____

Contact Person: _____

3. Subcontractor

Name: _____

Address: _____

Telephone No.: _____

Contact Person: _____

The Undersigned, on behalf of the Contractor, certifies under that the information provided here, or attached to this form, is true and sufficiently complete to the best of the Contractor's knowledge.

CONTRACTOR

Signature _____

Printed Name: _____

Title: _____

Date: _____

III. ADDITIONAL CONTRACT DOCUMENTS

A. CITY OF DUBLIN/CONTRACTOR AGREEMENT

STANDARD AGREEMENT

CITY OF DUBLIN, OHIO

I. INTRODUCTION

This Agreement is entered into on _____, by and between the CITY OF DUBLIN, OHIO (“Owner”), located at 5200 Emerald Parkway, Dublin, Ohio 43017, and _____ (“Contractor”), located at _____ for the **CITY OF DUBLIN DALE DRIVE-TULLER RIDGE DRIVE TEMPORARY CONNECTOR** (“Project”).

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS EXECUTION, COMPLETION AND MODIFICATION.

The Owner, a political subdivision of the State of Ohio, and the Contractor have entered into this Owner-Contractor Agreement (“Agreement”) as of the date set forth above. The Owner and the Contractor agree as follows:

1 WORK.

1.1 The Contractor shall furnish all the labor, services, materials, plant, equipment, tools, scaffolds, appliances, transportation, and all other things (collectively called the “Work”) necessary for the timely and proper completion of the Work described in the Contract Documents for the Project. The Contractor shall provide the Performance and Payment Bonds on the forms and in the manner described in the Contract Documents.

1.2 CLEANUP. Contractor shall cleanup, repair, restore and otherwise return any site or location provided by Owner to the condition in which it was delivered to Contractor. Contractor shall repair, at its sole expense, any property it damages, whether part of the work or not, to a condition acceptable to Owner.

1.3 COMPLETION. The Project shall be finally completed by: roadway work substantially complete by November 21, 2014 and total completion by May 15, 2015.. The Contractor shall at all times furnish sufficient skilled workers, materials, and equipment to perform the Work in strict conformance with the Contract Documents and to the entire satisfaction of the Owner, so as to complete the Project by the Date for Final Completion. All materials and equipment provided shall be new, free from all defects, fit for the purpose for which intended, and merchantable.

1.4 SUPERVISION. The Contractor shall assign a competent Project Supervisor who shall be present on site. At the Owner’s request and without additional charge to Owner, the Contractor shall replace the Project Supervisor. The Owner’s Representative shall not be responsible for the acts or omissions of the Project Supervisor or his assistants. At a minimum, the Project Supervisor shall be present on site whenever any Contractor or Subcontractor personnel are present on site.

1.5 TAXES AND FEES. Contractor is subject to and responsible for paying fees to obtain all applicable licenses, permits, and other permissions necessary to perform its obligations under

this Contract. Contractor is responsible for paying federal, state, and local taxes. Contractor agrees to withhold all income taxes due or payable under the provisions of Income Tax Ordinances of the Owner, for qualifying wages, salaries, and commissions paid to its employees and further agrees that any of its sub-contractors shall be required to agree to withhold any such income taxes due for services performed under this Contract.

2 CONTRACT DOCUMENTS.

2.1 The Contract Documents consist exclusively of:

- This Agreement
- Invitation to Bid
- Instructions to Bidders
- Prevailing Wage Rates (if Applicable)
- Proposal
- Bid Schedule
- Performance and Payment Bonds
- Delinquent Personal Property Tax & Noncollusion Affidavit
- Affidavit of Authority (If applicable)
- List of Subcontractors
- Contractor Qualification Statement
- CITY OF DUBLIN General Conditions Division 100
- Supplemental General Conditions
- The current version of the CMS, excluding Division 100
- Specifications
- Supplemental Specifications
- Notice of Award to Bidder
- Notice to Proceed
- Final Affidavit of Compliance with Prevailing Wages
- Plans and Drawings

If there is a conflict between any of the Contract Documents, the document listed first above shall control.

3 OWNER'S REPRESENTATIVE.

3.1 The City Engineer and/or his designee is the Owner's Representative with respect to all matters involving the Owner.

3.2 Except as specifically stated to the contrary elsewhere in this Agreement, the Contractor shall direct all communications to the Owner through the Owner's Representative, although the City Manager and Fiscal Officer of the Owner are also authorized to send written communications to the Contractor.

3.3 The Owner's Representative will monitor the progress of the Contractor's Work and will conduct regular inspections of the progress of the Work as provided in the Contract Documents. Such inspections shall not relieve the Contractor of any of its obligations under the Contract Documents.

3.4 The Contractor shall at all times provide the Owner's Representative access to the Work.

4 TIME FOR COMPLETION AND PROJECT COORDINATION.

4.1 Project Time Schedule. The Owner anticipates that Work on the Project will begin upon its issuance of a Notice to Proceed and be completed by roadway work substantially complete by November 21, 2014 and total completion by May 15, 2015., unless the Owner and Contractor agree to different commencement and completion dates.

4.2 Contractor is responsible for scheduling its subcontractors and for any delay resulting from their performance.

4.3 TIME IS OF THE ESSENCE. THE DATES IN THE PROJECT TIME SCHEDULE ARE OF THE ESSENCE OF THIS AGREEMENT. THE CONTRACTOR SHALL PROSECUTE ITS WORK IN ACCORDANCE WITH THE PROJECT TIME SCHEDULE, INCLUDING ANY AMENDMENTS THERETO.

5 DELAYS AND ACCELERATIONS.

5.1 NOTICE OF DELAYS. The Contractor shall give the Owner written notice of any delay affecting its Work within 24 hours of the commencement of the delay. The notice shall state in all capital letters at least 12 point font "NOTICE OF DELAY." The failure to give the required notice or include the required "NOTICE OF DELAY" language shall constitute an irrevocable waiver of the Contractor's right to seek an extension of time and/or additional compensation/damages for the delay. The Owner, in its sole and reasonable discretion, shall determine whether a delay shall entitle the Contractor to an extension of time, additional payment, or both. Any of the foregoing shall only be granted pursuant to the procedures for Change Orders set forth in this Agreement.

5.2 ACCELERATION OF THE WORK. If the Contractor fails to perform as required by the Contract schedule, the Owner may require the Contractor to accelerate its Work by adding workers or working additional shifts, extended shifts or overtime, so that the Work is in final form before the Date for Final Completion. If the Owner requires the Contractor to accelerate its Work, the Contractor shall take the required action within two days of the Notice. If the acceleration is not due to fault of the Contractor, Owner shall issue a Change Order increasing the Contract Sum to pay the Contractor for the Contractor's additional costs of accelerating its Work so that the Work is in final form before the Date for Final Completion. If there is a dispute as to whether the Contractor is entitled to a Change Order for accelerating its Work, the Contractor shall proceed to accelerate its Work without waiting for a Change Order or payment of any additional compensation, but may reserve its right to make a claim against the Owner for its additional costs incurred in accelerating its Work. The Contractor's additional costs for accelerating its Work shall be determined in accordance with Paragraph 5.2.2.

5.2.1 OWNER'S OBLIGATION TO PAY. The Owner shall pay the Contractor, as provided in this Paragraph, for the Contractor accelerating its Work so that its Work is in final form before the Date for Final Completion so long as the acceleration is not required as a result of the Contractor's failure to stay on schedule. The Owner shall not be required to compensate the Contractor for accelerating its Work based on the Contractor's own decision so that the Work is in final form by the Date for Final Completion.

5.2.2 COMPENSATION FOR ACCELERATION OF THE WORK. To the extent that the Owner requires the Contractor to accelerate its Work and is obligated to pay under Section 5.2.1, the Owner shall pay the Contractor for the Contractor's additional costs of accelerating its Work, as determined in accordance with this Paragraph. The additional costs of accelerating the Work shall be (a) any premium for overtime, additional shift work, or extended shift work, (b) the cost of any additional supervision required by the acceleration, (c) out of pocket cost of any additional equipment required for the acceleration, and (d) overhead, including home office overhead, and profit equal to ten percent (10%) of the total amount of items (a) and (b) for which additional compensation is permitted under this Paragraph. The foregoing shall be the only additional compensation and/or damages the Contractor shall be entitled to receive for accelerating its Work so that it is complete before the Date for Final Completion. As a condition precedent to its recovery of additional compensation, the Contractor shall provide the Owner with full information about the costs of accelerating its Work in the form and format requested by the Owner.

6 CORRECTIVE ACTION.

6.1 If the Owner determines that the Contractor is not cooperating or coordinating its work properly with its subcontractors, not supplying sufficient skilled workers, not cleaning up the Project, not furnishing the necessary materials, equipment, or any temporary services or facilities to perform the Work in strict conformance with the Contract Documents, or the Contractor is not on schedule, or is not otherwise performing its obligations under the Contract Documents, THE CONTRACTOR SHALL IMMEDIATELY, AND IN NOT LESS THAN FORTY-EIGHT (48) HOURS AFTER NOTICE OF SUCH DETERMINATION, OR SUCH LESSER TIME AS MAY BE PROVIDED IN THE CONTRACT DOCUMENTS, (1) COMMENCE SUCH ACTION AS IS NECESSARY TO CORRECT THE DEFICIENCIES NOTED BY THE OWNER, (2) PROCEED TO USE ITS BEST EFFORTS TO CORRECT SUCH DEFICIENCIES WITHIN THIRTY (30) DAYS OF SUCH NOTICE OR BY THE DEADLINE FOR COMPLETION OF THE PROJECT SET FORTH IN THIS AGREEMENT WHICHEVER IS SOONER AND/OR, (3) IF THE OWNER INSTRUCTS THE CONTRACTOR TO TAKE SPECIFIED CORRECTIVE ACTION, SHALL IMMEDIATELY TAKE SUCH CORRECTIVE ACTION, including but not limited to increasing the number of skilled workers, providing temporary services or facilities, and cleaning up the Project. Such corrective action shall be taken and continued uninterruptedly without waiting to initiate any dispute under Paragraph 11 of this Agreement or the resolution of any dispute initiated under such paragraph.

7 CONTRACT SUM. The lump sum Contract Sum to be paid by the Owner to the Contractor, as provided herein, for the satisfactory performance and completion of the Project and all of the duties, obligations and responsibilities of the Contractor under this Agreement and the other Contract Documents will be \$. The Contract Sum includes all federal, state, county, municipal, and other taxes imposed by law, including but not limited to any sales, use, and personal property taxes payable by or levied against the Contractor because of the Work or the materials incorporated into the Work. The Contractor shall pay any such taxes.

8 LIQUIDATED DAMAGES.

8.1 The Contractor shall have its work substantially completed by the date stated in Paragraph 1.3; the timeline may be varied following award of the contract based upon the Contractor's ability to perform the work on a different timeline acceptable to the Owner. By entering into this Agreement, the Contractor agrees that the period for performing the Work is reasonable and that the Contractor's Work can be substantially complete by the date stated in this Agreement.

8.2 If the Contractor does not have its Work on the Project substantially complete by the date stated in Paragraph 1.3 or as otherwise agreed by the parties, the Contractor will pay the Owner (and the Owner may set off from sums coming due the Contractor) liquidated damages in accordance with the Contract Documents.

8.3 The Contractor acknowledges by signing this Agreement with the Owner that the amount of liquidated damages represents a reasonable estimate of the actual damages the Owner would incur if the work is not substantially complete by the foregoing date and that the damages that may result from the failure to substantially complete the work by the foregoing date are uncertain and difficult to ascertain. These liquidated damages are damages for loss of use of the Project, and the Contractor in addition to the liquidated damages will be obligated to indemnify and hold the Owner harmless from any claims, and if the Work on the Project is accelerated because of delay, for all costs related to the acceleration of the Work, as provided in the Contract Documents. In addition to such Liquidated Damages, the Contractor shall indemnify, defend and hold the Owner and its employees and agents harmless from any and all claims, whether or not such claims are proven, and from all costs and expenses incurred, as a result of or related to such claims, including but not limited to attorneys' and consultants' fees and expenses, provided that such claims arise out of or are related to the Contractor's failure to Substantially Complete its Work by its Date for Substantial Completion. These Liquidated Damages are in addition to any other remedies available to the Owner under the Contract Documents.

9 LIMITATION AND LIABILITY.

9.1 The Owner's total liability under this Agreement shall be limited to the amount set forth in the Finance Director's certificate accompanying this Agreement. Under no circumstances shall the elected officials, officers, employees, council members, or agents of the Owner be personally liable for any obligations or claims arising out of or related to this Agreement.

10 PAYMENT

10.1 APPLICATIONS FOR PAYMENT. Payment applications shall be submitted on a monthly basis and shall reflect the amount of work completed as of the date the application for payment is submitted. On or before Completion, the Contractor shall submit to the Owner, an itemized payment application for such period in the following format and with one copy of the following documentation: 1) Invoice for work performed and materials and equipment provided for the previous pay period; 2) Current list of the Contractor's Subcontractors and suppliers showing their respective contract sums, amount paid, and amount due; 3) Contractor's Affidavit of Release of Liens with and lien releases in the format provided by the Owner for all the Contractor's

Subcontractors and suppliers current through the date of the Contractor's previous Application for Payment; 4) Such other supplemental information as the Owner may require. Such other information may include a schedule of all materials and equipment stored on site.

10.2 The Owner may withhold payment in whole or in part, and may demand that the Contractor refund amounts previously paid, to protect the Owner from loss because of: 1) The Contractor's default or failure to perform any of its obligations under the Contract Documents, including but not limited to: failure to provide sufficient skilled workers; Work, including equipment or materials, which is defective or otherwise does not conform to the Contract Documents; failure to conform to the Project Time Schedule; and failure to follow the directions of or instructions from the Owner; 2) The Contractor's default or failure to perform any of its obligations under another contract that it has with the Owner; 3) The filing of third party claims, or reasonable evidence that third party claims have been or will be filed; 4) The Work has not proceeded to the extent set forth in the application for payment; 5) Any representations made by the Contractor are untrue; 6) The failure of the Contractor to make payments to its Subcontractors; 7) Damage to the Owner's property or the property of another person or laborer; 8) The determination that there is a substantial possibility that the Work cannot be completed for the unpaid balance of the Contract Sum; and/or 9) Liens filed or reasonable evidence indicating the probable filing of such liens.

10.3 The Owner will pay the Contractor within 30 days after receipt of the Contractor's payment application, provided that the payment application has been properly submitted on a timely basis and is accompanied by all of the required documentation. The Owner may establish a cut-off date for the submission of the payment application.

11 RETAINAGE.

11.1 AMOUNT OF PAYMENTS. Subject to Paragraph 8.1, the amount of the payments to the Contractor shall be determined in accordance with the following paragraphs:

11.2 PAYMENTS. Payments under the contract shall be made at the rate of 95% of the amount set forth in the Contractor's payment application and approved by the Owner until the Work is 50% complete. When more than fifty percent (50%) of the Work has been completed, the amount retained may be reduced at the City's sole discretion. The Engineer may also, at any time, increase retainage by any amount needed to protect the City's interests with respect to any incomplete, defective or unsatisfactory Work; costs or damages incurred by the City that are subject to the Contractor's indemnification obligations; or back charges that the City may assess against the Contractor.

11.3 DOCUMENTATION. Upon request, the Contractor immediately shall supply the Owner with such information as may be requested so as to verify the amounts due to the Contractor, including but not limited to original invoices for materials and equipment and documents showing that the Contractor has paid for such materials and equipment, and so as to verify that amounts due laborers, subcontractors, and materialmen have been paid to them.

11.4 FINAL PAYMENT.

11.4.1 The final application for payment shall be itemized, and the Contractor shall ensure that the final application for payment shall contain one (1) copy of each of the following documents, if not previously delivered to the Owner: 1) All items from Paragraph

10.1; 2) Consent of the Contractor's Surety to Payment; 3) An assignment to the Owner of all warranties obtained or obtainable by the Contractor from manufacturers and suppliers of equipment and materials incorporated into the Work by written instrument of assignment in a form acceptable to the Owner; and 4) Such other documentation as required by the Contract Documents, the Owner, or applicable law.

11.4.2 The making of Final Payment by the Owner shall not constitute a waiver of Claims by the Owner for the following: 1) Liens, Claims, security interests, or encumbrances arising out of the Contract Documents that are unsettled; 2) Failure of the Work to comply with the requirements of the Contract Documents; 3) Terms of special warranties required by the Contract Documents; 4) Claims for Indemnification; 5) Claims about which the Owner has given the Contractor written notice; or 6) Claims arising after Final Payment.

11.5 ESCROW ACCOUNT. The Owner and the Contractor agree that no escrow account shall be required in connection with this Agreement and that retained funds will not earn interest.

12 CHANGE ORDERS.

12.1 A Change Order is a written instrument signed by the Owner and the Contractor stating their agreement upon a change in the Work, the amount of the adjustment or the method for computing the amount of the adjustment of the Contract Sum, if any, and the extent of the adjustment in the Project Time Schedule, if any.

13 CLAIMS AND DISPUTES.

13.1 A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment, or interpretation of the terms of the Contract Documents, payment of money, extension of time, or other relief with respect to the terms of the Contract Documents, provided that the Owner's decision to adjust or withhold payment under Paragraph 10.2 shall not be considered a Claim. The responsibility to substantiate claims shall rest with the party making the Claim. The Contractor shall not knowingly present or cause to be presented a false or fraudulent Claim. As a condition precedent to making a claim, the Contractor shall submit an affidavit sworn to before a notary public or other person authorized to administer oaths in the State of Ohio and executed by an authorized representative of the Contractor, which states that:

13.1.1 The Claim which is submitted herewith complies with Paragraph 13.1 of the Owner-Contractor Agreement, which provides that the "Contractor shall not knowingly present or cause to be presented a false or fraudulent Claim."

13.1.2 Claims must be made by written notice in an acceptable written medium. Claims may not be submitted via email.

13.1.3 If the Contractor wishes to make a Claim for an increase in the Contract Sum, written Notice as provided herein shall be given before proceeding to execute the Work.

13.1.4 If the Contractor wishes to make a Claim for additional time, the Contractor shall include an estimate of cost and probable effect of delay on progress of the Work. In the event of continuing delay, only one Claim is necessary. If adverse weather conditions are the basis for a Claim for additional time, such claim shall be documented by data

substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

13.1.5 If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents AND (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then the observing party shall give written notice to the other party promptly before conditions are disturbed. If the conditions meet the requirements of (1) AND (2) and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, the Owner will issue an appropriate Change Order.

13.1.6 The Contractor shall make all claims in writing within seven (7) calendar days after the occurrence of the event giving rise to the Claim. Failure to do so shall be an irrevocable waiver of the Claim.

13.1.7 Within ten (10) days of its receipt of a written request, the Contractor shall make available to the Owner or its representative any books, records, or other documents in its possession or to which it has access relating to any Claim and shall require its Subcontractors, regardless of tier, and materialmen to do likewise.

13.1.8 If a Claim has not been resolved within fourteen (14) days after submission to the other party, the City shall have the right, at its sole discretion, to elect to pursue resolution of the Claim through mediation or arbitration. Should the City elect to pursue either mediation or arbitration, said alternative dispute resolution shall be conducted in general conformity with the applicable rules of the American Arbitration Association. Should the City elect not to pursue resolution of a claim through the foregoing process, the Claimant's exclusive remedy is to file suit in the Common Pleas Court of Franklin County, Ohio.

14 DEFAULT OF THE CONTRACTOR.

14.1 EVENTS OF DEFAULT. Each of the following constitutes an event of default of the Contractor:

14.1.1 The Contractor's failure to perform any of its obligations under the Contract Documents and to proceed to commence to correct such failure within forty-eight (48) hours after written notice thereof from the Owner or such lesser time as is provided in the Contract Documents, or

14.1.2 The Contractor's failure thereafter to use its best efforts to correct such failure, or

14.1.3 Except when an extension of time is granted in writing by the Owner, to correct such failure within thirty (30) days after receipt of written notice thereof.

14.1.4 The Contractor's failure to pay its obligations as they become due or the Contractor's insolvency.

14.2 OWNER'S REMEDIES. Upon the occurrence of an event of default the Owner shall have the following remedies, which shall be cumulative:

14.2.1 Order the Contractor to stop the Work, which the Contractor shall do immediately;

14.2.2 To perform through others all or any part of the Work remaining to be done and to deduct the cost thereof from the unpaid balance of the Contract Sum or, if the unpaid balance of the Contract Sum is inadequate, to demand reimbursement of amounts previously paid to the Contractor;

14.2.3 To terminate this Agreement and take possession of, for the purpose of completing the Work or any part of it, all materials, equipment, scaffolds, tools, appliances, and other items belonging to or possessed by the Contractor, all of which the Contractor hereby transfers and assigns to the Owner for such purpose, and to employ any person or persons to complete the Work, including the Contractor's employees, and the Contractor shall not be entitled to receive any further payment until the Work is completed; and/or,

14.2.4 All other remedies which the Owner may have at law or in equity or otherwise under the Contract Documents.

14.3 TERMINATION OF AGREEMENT. The termination of this Agreement shall be without prejudice to the Owner's rights and remedies, including without limitation the Owner's right to be indemnified by the Contractor.

14.4 PAYMENTS DUE CONTRACTOR. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Project, including any costs, expenses or damages incurred by the Owner as a result of the event of default, including attorneys' and consultants' fees and the administrative expense of the Owner's staff, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The obligations under this Paragraph shall survive the termination of this Agreement.

15 DEFAULT OF THE OWNER.

15.1 EVENTS OF DEFAULT. The following constitutes the exclusive events of default of the Owner:

15.1.1 The failure of the Owner to perform any of its obligations under the Contract Documents and to correct such failure within thirty (30) days after receipt of written notice thereof from the Contractor specifying the default and the necessary corrective action.

15.2 CONTRACTOR'S REMEDY.

15.2.1 The Contractor's sole and exclusive remedy for the default of the Owner, other than the failure of the Owner to pay the Contractor, will be to bring a suit for damages in the Common Pleas Court of Franklin County, Ohio. The Contractor's right to exercise that remedy shall be subject to its giving the Owner the required notices and following any other procedures required by the Contract Documents.

15.2.2 If the Owner fails to pay the Contractor as payment becomes due, the Contractor may, upon fifteen (15) days written Notice, stop the Work until payment of the amount owing has been received. An adjustment to the Contract Sum will be made as if the

Work had been suspended for the convenience of the Owner under Section 16 of this Agreement.

16 SUSPENSION OR TERMINATION FOR THE CONVENIENCE OF THE OWNER.

16.1 SUSPENSION FOR THE CONVENIENCE OF THE OWNER.

16.1.1 The Owner may, without cause, order the Contractor to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine.

16.1.2 An adjustment shall be made for increases in the cost of performance of the Work, including profit and overhead on the increased cost of performance, caused by the suspension, delay or interruption, provided that the total cost of profit and overhead shall not exceed 10% of the amount of the increased cost not attributable to profit or overhead. No adjustment shall be made to the extent that: performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or an equitable adjustment is made or denied under another provision of this Agreement.

16.2 TERMINATION FOR THE CONVENIENCE OF THE OWNER.

16.2.1 The Owner may, in its discretion and without cause, by written notice to the Contractor terminate this Agreement for the Owner's convenience.

16.2.2 Upon receipt of a written notice from the Owner terminating this Agreement without cause and for the Owner's convenience, the Contractor shall (i) immediately cease performing the Work, unless otherwise directed by the Owner, in which case the Contractor shall take the action directed by the Owner, (ii) take all reasonable and necessary action to protect and preserve the Work, and (iii) unless otherwise directed by the Owner, terminate all agreements with Subcontractors and suppliers.

16.2.3 If this Agreement is terminated without cause and for the Owner's convenience and there exists no event of the Contractor's default, as defined in this Agreement, the Owner will pay the Contractor (i) for Work performed under this Agreement up to the date the notice of termination is received by the Contractor at the rates for Work performed under this Agreement, including overhead and profit of 10% on the Work performed up to the date of termination.

16.2.4 If this Agreement is terminated without cause for the Owner's convenience and there exists an event of the Contractor's default, as defined in this Agreement, the Contractor shall be entitled to receive only such sums as it would be entitled to receive following the occurrence of an event of default under this Agreement.

16.2.5 The termination of this Agreement shall be without prejudice to any rights or remedies that exist at the time of termination.

17 INSURANCE AND INDEMNIFICATION.

17.1 The Contractor shall maintain:

- Comprehensive general liability insurance in the amount of \$1,000,000.00;

- Automobile liability insurance in the amount of \$1,000,000.00;
- Workers compensation coverage as required by Ohio Law;
- Umbrella/Excess liability coverage in the amount of \$2,000,000.00; and
- Installation floater for the Work in the amount of \$N/A;
- Additionally, said policies of insurance shall name the Owner, its elected officials, officers, employees, agents and volunteers as additional insureds for incidents arising out of the Contract.

17.2 Insurance furnished by the Owner, if any, is not intended to and shall not cover equipment and materials before they are physically incorporated into the Work or tools. The Contractor shall bear the entire risk of loss with respect to tools, equipment, and materials.

17.3 To the maximum extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Owner's consultants, agents, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' and consultants' fees—whether made by Owner or a third-party—arising out of or related to the Contractor's performance of the Work including but not limited to the failure of the Contractor to perform its obligations under the Contract Documents, any claims for bodily injury, sickness, disease, or death or to injury to or destruction of or loss of use of real or personal property, claims for additional storage and handling charges, liens against funds, claims related to the alleged failure of the Contractor to perform in accordance with the Contract Documents, and/or claims related to the removal, handling, or use of any hazardous materials. The Owner may set off amounts equal to any sums for which it is entitled to be indemnified from the amounts otherwise due the Contractor under the Contract Documents. It is agreed that the cost of the Owner's staff in calculating any expenses under this Paragraph shall be at the rate of \$35.00 per hour.

18 WARRANTIES.

18.1 In addition to any other warranties, guarantees, or obligations set forth in the Contract Documents or applicable as a matter of law and not in limitation of the terms of the Contract Documents, the Contractor warrants and guarantees that:

- The Owner will have good title to the Work and all materials and equipment incorporated into the work will be new;
- The Work and all materials and equipment incorporated into the Work will be free from all defects, including any defects in workmanship or materials;
- The Work and all equipment incorporated into the Work will be fit for the purpose for which intended;
- The Work and all materials and equipment incorporated into the Work will be merchantable; and,
- The Work and all materials and equipment incorporated into the Work will conform in all respects to the Contract Documents.

18.2 Upon notice of the breach of any of the foregoing warranties or guarantees or any other warranties or guarantees under the Contract Documents, the Contractor, in addition to any other requirements in the Contract Documents, shall commence to correct such breach and all

damage resulting therefrom within forty-eight (48) hours after written notice thereof, thereafter shall use its best efforts to correct such breach and damage to the satisfaction of the Owner and, except when an extension of time is granted in writing by the Owner, correct such breach and damage to the satisfaction of the Owner within thirty (30) days of such notice; provided that if such notice is given after final payment hereunder, such 48-hour period shall be extended to seven (7) calendar days. If the Contractor fails to commence to correct such breach and damage, or to correct such breach and damage as provided above, the Owner, upon written notice to the Contractor and without prejudice to any of its other rights or remedies, may correct the deficiencies. The Contractor upon written notice from the Owner shall pay the Owner, within ten (10) days after the date of such notice, all of the Owner's costs and expenses incurred in connection with or related to such correction and/or breach, including without limitation the Owner's administrative, legal, and consulting expenses. The foregoing warranties and obligations of the Contractor shall survive the final payment and/or termination of this Agreement. If the Contractor fails to pay the Owner any amounts due under this Paragraph, the Contractor shall pay the Owner, in addition to the amounts due, a late payment fee of one and one-half percent (1.5%) per month for each month or part thereof that the payments are not paid when due.

19 GENERAL.

19.1 MODIFICATION. No modification or waiver of any of the terms of this Agreement or of any other Contract Documents shall be effective against a party unless set forth in writing and signed by or on behalf of a party, which in the case of the Owner shall require the signature of the Owner's Representative acting under the authority of a specific resolution of the Owner. Under no circumstances shall forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this Paragraph.

19.2 ASSIGNMENT. The Contractor may not assign this Agreement without the written consent of the Owner, which the Owner may withhold in its sole discretion.

19.3 THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or the Contractor.

19.4 LAW AND JURISDICTION. All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligations of the parties shall be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of Franklin County, Ohio, and each party hereby expressly consents to the jurisdiction of such court.

19.5 STATUTE OF LIMITATIONS. Regardless of any provision to the contrary, the statute of limitations with respect to any defective or non-conforming Work that is not discovered by the Owner shall not commence until the discovery of such defective or non-conforming Work by the Owner.

19.6 NOTICES. Notices, requests, or demands by either party shall be in writing, unless otherwise expressly authorized, and shall be personally served, forwarded by expedited messenger service, sent by facsimile transmission, or be given by registered or certified mail, return receipt requested, postage prepaid, and, in the case of the Owner, addressed to the address/FAX number set forth at the beginning of this Agreement marked "Urgent, deliver to Owner's Representative/Designee," and, in the case of the Contractor, addressed to its address/FAX number set forth at the beginning of this Agreement. Any party may change its address/FAX number by giving notice hereunder. All notices, requests, and demands shall be deemed received upon receipt in the case of personal delivery or delivery by expedited messenger service, including leaving the notice at the address provided herein during normal business hours; upon the expiration of forty-eight (48) hours from the time of deposit in the United States mail; or, in the case of a notice given by facsimile transmission, upon the expiration of twenty-four (24) hours after the transmission is sent.

19.7 CONSTRUCTION. The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and has voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement, the other Contract Documents, or any amendments or exhibits to it or them.

19.8 APPROVALS. Except as expressly provided herein, the approvals and determinations of the Owner shall be subject to the sole discretion of the Owner and will be valid and binding on the Contractor, provided only that they be made in good faith, i.e., honestly. If the Contractor challenges any such approval or determination, the Contractor shall have the burden of proving by clear and convincing evidence that it was not made in good faith.

19.9 PARTIAL INVALIDITY. If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement shall remain in full force and effect, and such term shall be deemed stricken; provided this Agreement shall be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

19.10 COMPLIANCE WITH LAWS AND REGULATIONS. The Contractor, at its expense, shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Work. Including, but not limited to Ohio's Prevailing Wage law if applicable.

19.11 PROJECT SAFETY. The Contractor shall follow all applicable safety and health regulations during the progress of the Project and shall monitor all of its employees and its subcontractors for compliance with such safety and health regulations. In undertaking the responsibilities set forth in this Paragraph, the Contractor does not assume any duty or responsibility to the employees of any Subcontractor or supplier, regardless of tier. The Owner assumes no responsibility for the development, review, or implementation of any project safety plan or for Project safety and has no authority to direct the means and methods of the Contractor.

19.12 EQUAL OPPORTUNITY. Contractor agrees that, in the hiring of employees for the performance of work under the Contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to

perform the work to which the employment relates. Contractor further agrees that neither it, its subcontractors, or any person on the Contractor's or subcontractor's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color. That there shall be deducted from the amount payable to the Contractor by the Owner under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by O.R.C. Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement. That this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

19.13 USE OF OWNER'S FACILITIES. The Contractor shall ensure that neither its employees, nor its Subcontractor's or material supplier's employees, regardless of tier, do any of the following without the express prior written consent of the Owner: use the Owner's cafeteria, rest rooms, or phones; use or bring any alcoholic beverages, controlled substances, or firearms on any property owned by the Owner. The Owner will not tolerate any such actions and any such action observed or made known to the Owner shall be dealt with severely.

19.14 ETHICS. By signing and entering into this agreement with the Owner, the Contractor represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the O.R.C., and certifies that it is in compliance with such requirements. The Contractor understands that failure to comply with the ethics laws is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the Owner.

19.15 PROPERTY TAX AFFIDAVIT. The Contractor's affidavit given under ORC Section 5719.024 is incorporated herein.

19.16 ENTIRE AGREEMENT. This Agreement and the other Contract Documents constitute the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

CITY OF DUBLIN, OHIO

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

Date: _____

Stephen J. Smith, Esq., Law Director

CERTIFICATE OF AVAILABILITY OF FUNDS

I Angel Mumma, hereby certify that I am the fiscal officer for the CITY OF DUBLIN, OHIO and that the amount of money to wit \$ required to meet the cost of the attached Contract between the City and has been or will be, before the ordering of any materials, lawfully appropriated for the purpose of said Contract and the money so appropriated is on deposit or in process of collection to the credit of the appropriate fund free from any previous encumbrances. Moneys due in excess of the Contract Sum and any Contingency amount assigned thereto shall require an additional and separate Fiscal Officer's Statement of Availability which shall not be given unless the Contract adjustment is directly attributable to one of the express methods for increasing the Contract Sum under the Contract Documents; and, such process is completed in the manner required by the Contract Documents.

Date

Angel Mumma, Finance Director

B. CITY OF DUBLIN GENERAL CONDITIONS DIVISION 100

City of Dublin Division of Engineering General Condition Division 100 can always be found at:

<http://dublinohiousa.gov/dev/dev/wp-content/uploads/2013/02/City-of-Dublin-General-Conditions-Section-100.pdf>

If you purchase a hard copy of the project documents the General Condition Division 100 will be on the CD included in the Bid Document. The General Condition Division 100 will also be posted with the project on the City of Dublin's website where the project documents are available for download.

C. SUPPLEMENTAL GENERAL CONDITIONS

THERE ARE NO SUPPLEMENTAL GENERAL CONDITIONS FOR THE CITY OF DUBLIN, DALE DRIVE – TULLER RIDGE DRIVE TEMPORARY CONNECTOR

D. SUPPLEMENTAL SPECIFICATIONS

CONTRACT SPECIFICATIONS

All contract specifications in this section are to be considered a part thereof.

WORK SCHEDULE & SUBSTANTIAL COMPLETION

Substantial Completion for this project is defined as the complete functional use of areas and infrastructure between stations 307+89.28 to 319+25.09. The substantial completion date for this project is November 21, 2014.

Additional Completion Requirements – Throughout the winter season, the duct bank installation shall proceed on Dale Drive, Tuller Ridge Drive, Tuller Road, in the intersection of SR161 and Dale Drive, and the intersection of Riverside Drive and Tuller Road.

Final Completion for this project is defined as the full functional use of all facilities including plantings, pavement markings, signage, trench restoration, removal of traffic control devices, demobilization from the site, and all punchlist items completed. All Contract work is to be completed by the final completion date identified in the bid documents. The project Final Completion date for this project is May 15, 2015.

MAINTENANCE OF TRAFFIC

MOT shall be per the approved plans unless otherwise approved by the City Engineer.

The need for the lane encroachments on SR 161 and Riverside Drive shall not occur without 72 hour notice to the City of Dublin. Coordination with required lane closures on Tuller Ridge Drive as part of 14-014-CIP – John Shields Parkway – Phase 1 will be required.

All traffic lanes shall be fully open to traffic on Dale Drive from 7:00 A. M. to 9:00 A.M., Monday through Friday unless otherwise specified in these plans.

Wedge work shall be completed under one-lane two-way control using flaggers.

All traffic lanes shall be fully open to traffic on Tuller Ridge Drive from 7:00 A.M. to 9:00 A.M., Monday through Friday, unless otherwise specified in these plans.

Phase 3 shall be coordinated with the Central Ohio Transit Authority (COTA).

Phase 3 Work shall not begin until Phase 1 and 2 have been completed and the temporary road is open to traffic.

Phase 4 Work shall not begin until Phase 1 and 2 have been completed and the temporary road is open to traffic.

Phase 5 Work shall not begin until Phase 1 and 2 have been completed and the temporary road is open to traffic.

Closure of Tuller Ridge Drive for Phase 5 work shall be limited to weekends only.

Phase 6 Work shall not begin until Phase 1 and 2 have been completed and the temporary road is open to traffic.

Phase 6A shall only be in place during off peak hours. During peak and non-working hours Tuller Road traffic shall be phased as illustrated in Phase 6 on Plan Sheet 17. For Phase 6 peak hours are defined as 7:00-9:00 A.M. and 4:00 to 6:00 P.M.

All traffic lanes shall be fully open to traffic on Riverside Drive from 6:00 A.M. to 8:00 P.M. during all Phases.

During Phase 6B, the existing traffic signal at Riverside Drive/Tuller Road shall be placed on flash.

During Phase 7, the southbound phase at the Riverside Drive shall be placed on flash or covered.

During all Phases, Emerald Parkway shall be fully open to traffic on Riverside Drive and Emerald Parkway from 6:00 A.M. to 8:00 P.M.

All other notes on plans remain in effect.

ITEM 410 - TRAFFIC COMPACTED SURFACE

The Contractor shall utilize PAY ITEM 410 TRAFFIC COMPACTED SURFACE as directed.

WORKING HOURS

All work in the intersection of the Dale Drive / SR 161 must be performed between the hours of 8 P.M. and 6 A.M. and temporary traffic control measures are to be installed and removed daily. Costs associated with these traffic control measures are to be included in ITEM 614 – MAINTANANCE OF TRAFFIC.

All work in the intersection of the Riverside Drive / Tuller Rd. must be performed between the hours of 8 P.M. and 6 A.M. and temporary traffic control measures are to be installed and removed daily. Costs associated with these traffic control measures are to be included in ITEM 614 – MAINTANANCE OF TRAFFIC.

All other work associated with the project shall be constructed from 7 A.M. to 7 P.M., Monday through Saturday.

The Contractor may request modification to these working hours in writing with appropriate explanation and justification for review by the Program Management Consultant and approval by the City Engineer. Any alteration to the working hours above will be evaluated on a case-by-case basis, and must be made with the best interest of the City and local traffic conditions in mind.

GEOTECHNICAL INFORMATION

The subsurface exploration report for this project is included in the bid documents. Dublin does not guarantee that the conditions outlined in the report are the conditions of this project.

TEST HOLES

The Contractor is encouraged to dig test holes at the project site prior to making their bid to familiarize themselves with site subsurface conditions. The bidder shall take into account any difficulty they perceive in constructing the project due to rock, ground water, weak soils, topsoil, etc.

ITEM 203 – EXCAVATION, AS PER PLAN

ITEM 203 – EMBANKMENT, AS PER PLAN

No excavated rock shall be used as embankment material.

All excavation shall be considered as unclassified, including rock.

The contractor shall work with the Program Management Consultant and the City Inspection Staff as necessary to determine the quality of material being stockpiled prior to delivery to the stockpile area identified on Sheet 24. If the contractor utilizes the stockpile area for material not in compliance with ITEM 203 or ITEM 653, the contractor will be required to remove the unapproved material from their stockpile area at their own expense.

It is anticipated that the amount of excavated materials found within this project will

not exceed 10,000 C U.YD. The contractor shall include as part of their base bid, removing any excavated material in excess of this quantity offsite.

CONSTRUCTION MATERIALS

No alternates or deviations shall be permitted from those construction materials shown on the plans. Bidders shall not submit alternates with their bid.

INSPECTION

All inspections shall be provided by the City.

COORDINATION

Contractor shall coordinate his work to facilitate work by utilities in the right-of-way and outside of the construction work limits.

PROPOSAL

No extra compensation will be paid to the Contractor by reason of compliance with any of the requirements indicated in the Specifications. Payment shall be deemed to be included among the several items, as bid upon, unless otherwise specifically provided.

CPM SCHEDULING

Critical Path Method (CPM) Schedule (Type B) is included in the bid documents. Contractor shall also be required to supply schedule in Primavera 6.0 or later and coordinate with the City and its Program Management Consultant. Meetings with the Program Management Consultant will be coordinated with established progress meetings. A pay item for Type B – CPM Schedule has been included.

CONSTRUCTION LAYOUT

All construction layout stakes for this project shall be provided by the Contractor. All work shall be performed by and under the guidance of an Ohio Professional Surveyor.

COORDINATING WITH UTILITIES

It is the Contractor's responsibility to coordinate their work with the private utilities as required. The utility owner may be required to brace, temporarily

support, or relocate their respective utilities so that the proposed improvements can be constructed.

DEWATERING

The cost of any dewatering operations required for the construction of the sanitary sewers, storm sewers, water mains, culverts, AEP duct systems and vaults, and/or conduits shall be included in the price bid for the various items.

CONDUIT END TREATMENT

Immediately after placement of any conduits, the Contractor shall construct the end treatments required by the plans at both the outlet and inlet ends. This shall include headwalls, flared-end sections, rip-rap, rock channel protection, seeding, etc.

MANHOLES, CATCH BASINS AND INLETS

The contractor will make all final grade adjustments of manhole, catch basin and inlet covers and frame assemblies using injection molded high density polyethylene (HDPE) adjustment rings where practical. These adjustment rings shall be manufactured from polyethylene plastic as identified in ASTM Designation D-1248 (Standard Specification for Polyethylene Plastic Molding and Extrusion Materials). Installation shall be per manufacture's recommendations only. The annular space between the rings and cone basin, the rings, and the rings and cover frame shall be sealed utilizing an approved butyl sealant.

ITEM 625 – POWER SERVICE, AS PER PLAN

Work shall include lighting controller complete in place.

STORAGE OF EQUIPMENT AND MATERIALS

No materials, including pipe, shall be stored within twenty (20) feet of any intersecting street or driveway. During non-working hours, storage of equipment shall comply with these same requirements and shall not in any way relieve the Contractor of their legal responsibilities or liabilities for the safety of the public.

SURVEY MONUMENTATION

The contractor shall carefully preserve bench marks, property corners, reference points, stakes and other survey reference monuments or markers. In cases of willful or careless destruction, the contractor shall be responsible. Resetting of markers shall be performed by an Ohio Professional Surveyor as approved by the

City Engineer at the contractor's expense.

CONSTRUCTION NOISE

Any device shall not be operated at any time in such a manner that the noise created substantially exceeds the noise customarily and necessarily attendant to the reasonable and efficient performance of such equipment.

TRAFFIC CONTROL

Permanent signing shall be non-performed. The City will fabricate and install all permanent traffic control signs. Maintenance of Traffic signing shall be performed by the Contractor with the Maintenance of Traffic.

ITEM SPECIAL – EXPANSION MATERIAL

Full depth expansion material one half (1/2) inches thick conforming to ASTM D 1752, Type 1 (recycled rubber expansion material) shall be utilized where new work meets existing walk, curbs or structures. Fibrous type expansion material is not to be used.

E. GEOTECHNICAL SPECIFICATIONS

**SUBSURFACE INVESTIGATION
DALE AND TULER RIDGE DRIVE CONNECTOR
DUBLIN, FRANKLIN COUNTY, OHIO**

S&ME Project No. 1171-13-042F

Report to:

EMH&T, Inc.
Columbus, Ohio

Prepared by:



6190 Enterprise Ct.
Dublin, Ohio 43016

May 2014



May 15, 2014
1171-13-042F

EMH&T, Inc.
5500 New Albany Road
Columbus, Ohio 43054

Attention: Mr. Michael Brehm, P.E.

Reference: **Subsurface Investigation**
Dale and Tuller Ridge Drive Connector
Dublin, Franklin County, Ohio

Dear Mr. Brehm:

In accordance with our proposal dated March 13, 2014, which was authorized with EMH&T's Standard Sub-Contract agreement dated on April 10, 2014, S&ME, Inc. (S&ME) has completed the Geotechnical Investigation for the proposed Dale and Tuller Ridge Drive Connector in Dublin, Ohio. This report contains the information obtained from the borings, as well as a pavement subgrade evaluation for design and construction of the roadway.

We appreciate having been given the opportunity to be of service. Please do not hesitate to contact our office if you have any questions concerning our report.

Respectfully submitted,

S&ME, Inc.
Columbus, Ohio

Christopher J. Nye, P.E.
Project Engineer



Ronald T. Erb, P.E.
Senior Reviewer

Submitted: 1 Electronic Copy (pdf) to Mr. Michael Brehm, P.E. (mbrehm@emht.com)

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1. INTRODUCTION

S&ME, Inc. (S&ME) has completed the subsurface investigation for the proposed Dale and Tuller Ridge Drive Connector project in Dublin, Ohio. These improvements are part of the City of Dublin's Bridge Street Corridor development. The work was performed in general accordance with our proposal dated March 13, 2014. The purpose of this investigation was to obtain subsurface information to allow us to characterize the subsurface conditions and to evaluate pavement subgrade conditions for pavement design to be performed by others. This report describes our understanding of the project, presents the results of the field exploration and laboratory testing, and discusses our conclusions and recommendations.

As requested by EMH&T, this investigation was not performed in strict accordance with ODOT's Specifications for Geotechnical Explorations (SGE). S&ME understands that the project documents will reference ODOT specifications for roadway construction; therefore we have included reference to ODOT Construction and Materials Specifications (CMS) in our report.

2. SITE AND PROJECT DESCRIPTION

Based on discussions with EMH&T, S&ME understands that a new roadway alignment is planned, which will connect Dale Drive with Tuller Ridge Drive, including construction of a new intersection. Based on preliminary plan and profile information provided by EMH&T on April 17, 2014, the new vertical roadway alignment will require up to 4 feet of fill and up to 10 feet of cut to obtain proposed grades. The project location is shown on Plate 1 of the Appendix.

S&ME performed a site reconnaissance on April 8, 2014 and observed the planned alignment to consist of a densely vegetated lot and a former golf driving range. The existing Dale and Tuller Ridge Drive roadways consist of two lanes with a center turn lane.

In addition to the proposed connector road, S&ME understands that the Dublin Bridge Street Corridor project includes: construction of a new roundabout at the intersection of SR 161 and Riverside Drive (to be designed by others than EMH&T); realignment of Riverside Drive between SR 161 and Tuller Drive up to 250 feet to the east; and intersection modifications of Riverside Drive with Dale Drive and Tuller Drive. S&ME previously performed a Subsurface Investigation for the planned intersection improvements at Riverside Drive and SR 161 and submitted our results in an engineering report dated October 15, 2013. S&ME has also performed a number of additional borings in the vicinity of the project site for Crawford Hoying, as part of their site development work. Selected boring locations previously performed are shown on the Plan of Borings on Plate 2 of the Appendix.

3. REGIONAL GEOLOGY

Geologic references indicate that this site is located in a portion of Ohio which has been glaciated. The Columbus Lowland area is surrounded in all directions by relative uplands, having a broad regional slope toward the Scioto Valley with many larger streams. The overburden soils consist of predominantly loamy Wisconsinan-age till and extensive outwash in the Scioto Valley over deep Devonian to Mississippian-age carbonate rocks, shales, and siltstones. Shale bedrock is located at relatively shallow depths in this region at higher elevations and limestone bedrock is located at relatively shallow depths in the lower elevations near the Scioto River.

4. EXPLORATION

4.1 Field Investigation

Between April 14 and 15, 2014, S&ME was on-site and performed a total of six (6) borings. The approximate locations of the borings are shown on the Plan of Borings submitted as Plate 2 in the Appendix of this report. The boring program consisted of one (1) boring in the existing Dale Drive, two (2) borings located along the new alignment located between existing alignments of Dale and Tuller Ridge Drives, and three (3) borings located in the current Tuller Ridge Drive alignment.

EMH&T provided S&ME with Northings and Eastings for proposed boring locations prior to staking the borings in the field. S&ME then used a Global Positioning System (GPS) unit capable of sub-foot accuracy to locate the borings and to provide Northings and Eastings of the final boring locations. With this information EMH&T, provided S&ME with ground surface elevations for each of the six (6) borings.

With the exception of Boring B-226 and B-227, a truck-mounted drill rig using a 4½-inch outside diameter (O.D.) continuous-flight auger was used to advance the borings between sampling attempts. Due to accessibility challenges, a rubber track mounted drill rig using a 3¾-inch I.D. hollow-stem auger. was used to perform Boring B-226 and B-227. At regular intervals, disturbed but representative soil samples were obtained by lowering a 2-inch O.D. split-barrel sampler to the bottom of the boring and then driving the sampler into the soil with blows from a 140-pound hammer freely falling 30 inches (Standard Penetration Test, ASTM D1586).

In the field, experienced personnel performed the following: 1) examined all samples recovered from the borings; 2) preserved representative portions of all samples in airtight glass jars or compartmented boxes; 3) prepared a log of each boring; 4) made seepage and groundwater observations; 5) made hand-penetrometer measurements in specimens exhibiting cohesion; and, 6) provided liaison between the field work and the undersigned Project Engineer so that the exploration program could be modified in the event unusual or unexpected subsurface conditions were encountered.

At the completion of drilling, the borings were backfilled with soil cuttings and a plastic hole plug device, and where borings were performed within pavement, the existing pavement surface was repaired with an equivalent thickness of cold-patch asphalt. All

recovered samples were transported to S&ME's soils laboratory for further examination and testing.

4.2 Laboratory Testing

In the laboratory, the samples were visually identified and on a few representative samples, moisture contents, liquid and plastic limit determinations, and grain size analyses were performed. Results of these tests permit an evaluation of strength and subgrade support characteristics of the soil by comparison with similar soils for which these characteristics have been previously determined.

Based upon the results of the laboratory testing program, soil descriptions contained on the field logs were modified, if necessary, and laboratory-corrected logs are submitted as Plates 4 through 9 of the Appendix. Results of the laboratory tests are shown graphically on the individual boring logs and a summary of test results is presented on Plate 10 of the Appendix. Results of limits and grain size analyses are presented on Plates 11 through 17.

Soils described in this report have been classified generally in accordance with the Unified Soil Classification System. However, the system has been augmented by the use of special adjectives to designate the approximate percentages of minor soil components. An explanation of the symbols and terms used on the boring logs and definitions of the special adjectives used to denote the minor soil components are presented on Plates 3 of the Appendix.

4.2.1 Results of Soil Classification Testing

Atterberg limit testing was performed to provide engineering classifications of the on-site soils exhibiting cohesion. A total of four (4) Atterberg limits were performed with liquid limits ranging from 35 to 44 percent, and plasticity indices ranging from 15 to 24 percent for the soils tested. Two additional sample was determined to be non-plastic. In addition, grain size distribution analyses were performed on the same six (6) samples, with percentage of material finer than the No. 200 sieve ranging from 9.8 to 72.3 percent.

4.2.2 Results of Moisture Testing

Natural moisture content testing was performed on a total of six (6) soil samples. The moisture contents of the on-site soils tested ranged from 5 to 28 percent. These values varied from 5 percent below to 2 percent above their corresponding plastic limit.

5. FINDINGS

Please refer to the boring logs submitted in the Appendix for information on the soil and groundwater/seepage conditions encountered at the boring locations. Inferences should not be made to the subsurface conditions in the areas between or away from the borings without performance of additional borings as well as field verification.

5.1 Existing Pavement

The existing pavement sections encountered in the borings are summarized in Table 1 below.

Table 1: Existing Pavement Thicknesses

Boring No.	Existing Asphalt Thickness (in)	Existing Granular Base Thickness (in)
B-225	7	7
B-228	11	7
B-229	8	8
B-230	8	10

5.2 General Subsurface Stratigraphy

Beneath the existing pavement, as described in Table 1, or 4 to 6 inches of topsoil, existing fill material was encountered in Borings B-225 and B-226 to depths of 3.5 and 3.0 feet, respectively. Below the surficial and fill materials, the natural soil generally consisted of alternating zones of stiff to hard silty clay, or medium-dense sand and gravel. Few cobbles were encountered in Boring B-226 at 8 feet below ground surface. The borings were extended to the planned termination depths, with the exception of Boring B-227, which encountered auger refusal at a depth of 11.0 feet.

5.3 Groundwater Observations

Groundwater observations were made as each boring was being advanced and measurements were made at the completion of drilling. Groundwater and/or seepage was not encountered during drilling. The remaining borings were noted as being “dry,” that is to say no measurable amount of water had collected in the borehole prior to backfilling.

6. ANALYSIS AND RECOMMENDATIONS

The following recommendations pertain to the design and construction of the proposed Dale and Tuller Ridge Drive Connector.

6.1 Roadway Embankment Construction

Preliminary profile information provided by EMH&T indicates that as much as 4 feet of fill and up to 10 feet of cut will be necessary to attain the proposed grade for the realigned portion of the Dale and Tuller Ridge Drive Connector. Stability analyses were not performed for the proposed embankments.

6.1.1 Embankment Foundation/Subgrade Preparation

Prior to commencing earthwork operations, it is recommended that all existing pavement, structures, sod and topsoil, existing trees including their entire root mass, vegetation, and other miscellaneous materials be completely removed from the entire footprint of the proposed roadway/embankment. Prior to the placement of any new fill for embankment widening, it is recommended that the entire footprint of the widened embankment be exposed and proofrolled in accordance with 2013 ODOT Construction and Material

Specifications (CMS) Item 204.06, and Item 204 of the 2009 ODOT Construction Inspection Manual of Procedures, to detect any soft, wet or weak zones that might be present.

If any such zones are present, the materials contained in these zones should be either scarified, dried, and thoroughly recompacted in place in accordance with ODOT Item 203.07, or be removed and the overexcavation filled in a controlled manner with compacted, suitable embankment material (Item 203.02) and the recommendations presented in this report. S&ME recommends that the Geotechnical Engineer of Record or his/her designated representative be present at the time of proofrolling, as visual observation of these procedures may result in a partial reduction of undercutting of unsuitable soils.

6.1.2 “Fill” Areas

After all unsuitable materials have been removed during the site preparation process, and prior to commencing fill placement, it is recommended that horizontal benches be cut into all existing sloping surfaces to permit placement and compaction of new fill in horizontal lifts. Based on preliminary information, it is anticipated that standard benching in accordance with CMS Item 203.05 will be adequate for the project. However, if new fill is to be placed on the side of an existing embankment which is steeper than 4H:1V, S&ME recommends that “Special Benching” procedures as outlined in the ODOT Geotechnical Bulletin GB2, Special Benching and Sidehill Embankment Fills (ODOT GB2), dated November 4, 2008, and the 2009 ODOT Construction Inspection Manual of Procedures be utilized.

During Special Benching procedures, S&ME also recommends the following: 1) only one bench be exposed at any given time and that excavation of the next bench should not be permitted until embankment fill placement and compaction has been completed to the top of the backslope of the previous bench; and, 2) the length of any given bench that is exposed should not exceed the quantity of embankment fill which may be properly placed and compacted in one day. Additionally, S&ME recommends that the final, completed side slopes of embankments be constructed no steeper than 2H:1V.

As stated in the ODOT GB2, wherever “Special Benching” is used, Plan Note G110 from the ODOT L&D Manual, Vol. 3, should be included in the General Notes.

6.1.3 “At-Grade” and “Cut” Areas

Once the desired subgrade elevation has been attained in “cut” and “at-grade” areas, and after any unsuitable subgrade materials have been overexcavated and properly backfilled, the subgrade soil beneath the entire roadway and shoulder pavement area should be scarified and recompacted to a depth of 12 inches below the subgrade level in accordance with ODOT Item 204.03. During recompaction, the moisture content of the subgrade soil should be maintained or adjusted in accordance with ODOT Item 203.07.A.

Final subgrade proofrolling should be performed in accordance with Item 204.06 of the ODOT CMS, and Section 204 of the 2009 ODOT Construction Inspection Manual of

Procedures. If weak, wet, or soft zones are present, it is recommended that the materials contained in these zones should be removed and replaced in accordance with Item 204.04. It is recommended, however, that the maximum depth of any necessary overexcavation be limited to 5 feet, even where the bottom remains unstable. In these cases, it is recommended that a geotextile (ODOT Item 712.09, Type D) be placed at the bottom of the overexcavation and then the undercut area backfilled with compacted granular material (ODOT Item 703.16.C Type C or D Granular Material). To assist the paving process, it may be desirable to top this granular backfill with a few inches of Item 703.16.C.2 (Type B).

Following the completion of the scarification, recompaction, and proofrolling of the subgrade in these “cut” and “at-grade” areas, it is strongly recommended that construction traffic be restricted from traveling on the compacted subgrade. Cohesive subgrade soils subjected to repetitious construction load and moisture fluctuations, which may occur as a result of exposure to rainfall and/or surface water runoff, may exhibit subgrade instability.

Based on preliminary profile information and the subsurface conditions encountered in the borings bedrock is not anticipated within 2 feet of the proposed subgrade level. If bedrock is encountered within this zone during construction, S&ME should be contacted to provide addition recommendations.

6.1.4 Borrow Soil and Backfill Compaction Recommendations

Soil used to backfill any overexcavated subgrade materials or used as fill to attain the design subgrade level should consist of clean inorganic soils free of debris and cobbles, and should be thoroughly compacted in accordance with ODOT specifications (Item 203, and when within 12 inches of subgrade level, Item 204). Additionally, S&ME recommends that the moisture content of all soil used as fill be maintained within -2% to +2% of the optimum moisture content during all compaction operations. Borrow materials should not be placed in a frozen condition or upon a frozen surface, and any sloping surfaces on which new fill is to be placed should first be benched in accordance with either Item 203.05 or ODOT GB2, depending on the slope of the existing ground surface at each location.

Compaction requirements for the construction of earthen embankments are based on ODOT CMS Item 203.07.B (or Item 204.03 when within 12 inches of subgrade level), which specifies a minimum percent compaction based on the dry unit weight of the type of soil fill being placed as borrow. S&ME recommends that sampling and testing of all proposed borrow material be performed prior to construction to verify that the borrow soils are suitable for the planned construction. Additionally, **all soil used as new fill or backfill within 3 feet of the proposed subgrade level must be capable of providing subgrade support characteristics in a final compacted state that are no less than the value used for the design of new pavement (see “Pavement Subgrade Evaluation” section of this report).**

It should be noted that the cohesive soils encountered in the borings, if exposed to inclement weather or rainfall, may rapidly absorb additional moisture and weaken. It is imperative that these soil types not be exposed to rainfall while in a loosened state (such as during disking and drying for moisture conditioning). Should these materials become sufficiently saturated that additional moisture conditioning is impractical, the material should be removed and wasted. Therefore, it is recommended that moisture conditioning only be performed when extended periods of suitable weather are anticipated, and that only the amount of borrow soil be exposed that may be moisture conditioned and properly compacted during suitable weather periods.

6.1.5 Yielding Subgrade

Laboratory tests performed on the near-surface soils at this site indicate that the anticipated subgrade soils may be considered moderately to highly plastic and sensitive to the effects of moisture and repetitive construction loads. Soil of this type may "fail" (i.e., rut or pump unacceptably) during proofrolling, especially if the subgrade soils become wet and the moisture contents increase. If such yielding does occur, it is imperative that the subgrade be stabilized before a full-depth pavement is constructed, even if an aggregate base is to be used.

Restricting construction activity and permitting the subgrade to dry will frequently eliminate yielding if weather conditions are favorable. If exceptionally good drying weather is not expected or does not occur, however, it will likely be necessary to scarify the subgrade to a depth of eight to twelve inches and to recompact the loosened soil subsequent to a period of drying and aerating. The process of drying and aerating is dependent entirely upon weather conditions, and it would be advisable to limit the work area to a size which can be scarified and compacted the same day to avoid exposure to precipitation. If scarification and aeration do not result in significant drying so that compaction can be accomplished the same day, it must be concluded that the weather is not favorable for the procedure.

Another procedure that can be used to improve a yielding subgrade would be to remove or "undercut" severely disturbed areas to a depth of twelve inches or greater and to fill these areas with a more suitable, compacted soil. This procedure is usually performed during the original site preparation but, if yielding does not become evident until after the subgrade has been exposed to repetitive preliminary paving operations, this procedure would have to be repeated prior to performing the paving work.

Other procedures for improving an unusually weak, wet or severely yielding subgrade include the use of chemical stabilization (lime, lime/fly-ash, cement, etc.). At times, it is possible to use a geogrid or geotextile in conjunction with the aggregate to provide the added support necessary to place the pavement without improving the subgrade. It is not necessarily predicted that the natural soils at this site will yield and become unstable. It is believed, however, that you should be made aware of this phenomenon which can occur even in soils which appear to be exceptionally strong when initially exposed in cuts, and of the advisability of improving a yielding subgrade before constructing pavements.

6.2 Pavement Subgrade Evaluation

It is anticipated that the subgrade for the pavements within the site will consist of natural stiff to very-stiff silty clay or loose to medium-dense gravel deemed suitable for pavement support following favorable proofrolling, or newly placed controlled fill. Given the variable nature of the subgrade soil and based on laboratory tests performed on the near surface soils, along with ODOT Group Index correlations, it is recommended that the following values be used for design the new pavement sections:

California Bearing Ratio (CBR):	5%
Resilient Modulus (MR):	6,000 psi
Modulus of Subgrade Reaction (k):	135 pci

These subgrade support values may be used during the pavement design for this project provided that the entire proposed pavement subgrade is prepared in strict accordance with Item 204 of the 2013 ODOT "Construction and Materials Specifications" (CMS), and the recommendations presented in this report. **Based on the conditions encountered in the borings, it should be anticipated that portions of the existing subgrade may not provide a CBR value equal to or greater than 5% and will need to be removed and wasted.**

This subgrade evaluation also considers that the subgrade for the new roadways is composed of the materials encountered in the borings. If, at the time of construction, it is determined that the subgrade may consist of materials significantly different than those encountered, the pavement design subgrade criteria should be reviewed and, if necessary, modified.

Implementing these subgrade support parameters will also require that all borrow soil placed within 3 feet of the final subgrade level is capable of providing subgrade support parameters no lower than the above values. For this reason, S&ME suggests inclusion of the following notes in the General Notes of the project plans under the subheading associated with embankment construction:

All borrow soil placed within 3 feet of the final subgrade level must be capable of providing subgrade support parameters no lower than the values used to design the new pavement. Prior to commencing the construction of new fill embankments, representative bulk samples of each type of proposed earthen borrow soil shall be obtained and tested in the laboratory (ASTM D 1883/AASHTO T 193) to verify that the potential borrow soil is capable of providing a California Bearing Ratio (CBR) value equal to or greater than 5% in a properly compacted state.

In addition to proper subgrade preparation, we recommend that the pavement design and construction include surface and subsurface drainage measures. Water which infiltrates the pavement and remains trapped within the pavement components during traffic loading is one of the leading causes of premature pavement failure. Effective design measures include the use of perimeter swales, perimeter edge drains, curbs, or a

combination of these features to collect surface water runoff from areas adjacent to the pavement. Cohesive subgrade soils should be crowned or sloped to promote drainage of infiltrating water towards subsurface drainage collection systems.

6.3 Groundwater Considerations

Based on observations made during the field work, it is not anticipated that significant quantities of groundwater will be encountered during construction activities. Shallow excavations, such as subgrade over-excavations, extending through only cohesive soil may encounter small amounts of seepage. Deeper excavations, such as excavations for any utilities, extending through granular seams, pockets/lenses, or layers may encounter larger groundwater flows. The quantities of groundwater encountered are anticipated to be controllable by bailing or pumping from temporary sumps. If pumping from sump pits is not effectively keeping the groundwater below excavation levels, then S&ME should be retained to provide additional recommendations.

During construction, surface runoff and precipitation should not be permitted to collect and stand in excavations as the soil will absorb water. Soils softened by standing water or disturbed by construction activities should be removed from excavations before pavement is placed. Additionally, all excavations should be either sloped back or braced in accordance with the most recent OSHA excavation guidelines.

7. FINAL CONSIDERATIONS

The analyses, conclusions and recommendations presented in this report are based on project information provided by EMH&T. S&ME should be retained to review the final design plans and specifications to verify that the intent of our engineering recommendations have been properly incorporated into the design documents. It is also recommended that S&ME be retained to observe the subgrade proofrolling, perform fill/backfill testing, and observe construction to confirm that our recommendations are valid or to modify them accordingly. S&ME cannot assume responsibility or liability for the adequacy of recommendations if we are not retained to observe construction.

The contents of this report are also based on the subsurface conditions as they existed at the time of our field investigation, and further on the assumption that the exploratory borings are representative of actual subsurface conditions throughout the area investigated. It should be noted that actual subsurface conditions between and beyond the borings might differ from those encountered at the boring locations. If subsurface conditions are encountered during construction that vary from those discussed in this report, S&ME should be notified immediately so that we may evaluate the effects, if any, on design and construction.

APPENDIX

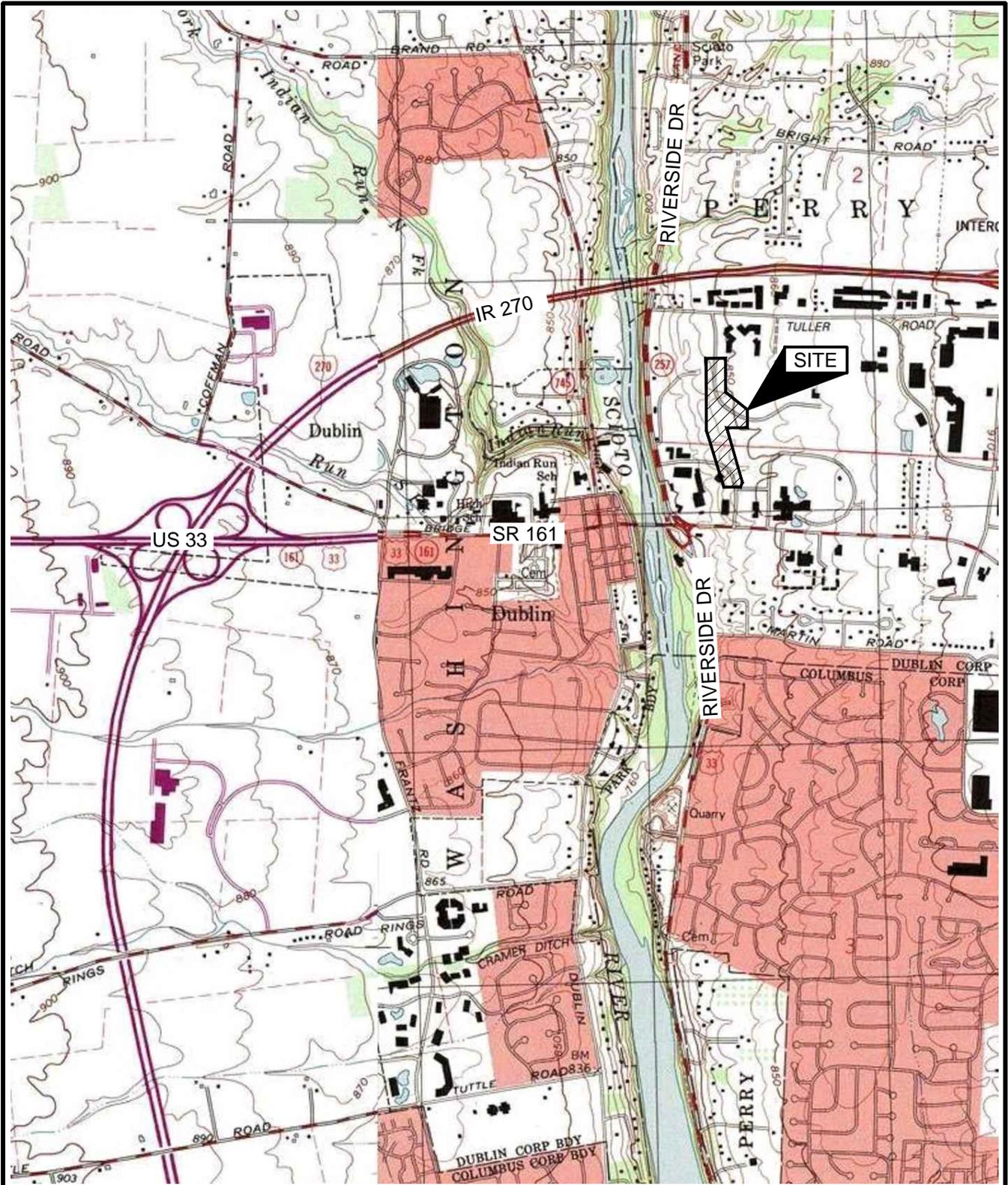
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File Last Updated: Apr 21, 2014

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USGS Mapping:
Franklin Quad



SCALE IN FEET



VICINITY MAP

DALE & TULLER RIDGE DR CONNECTOR
FRANKLIN COUNTY, DUBLIN, OHIO

Project: 1171-13-042F

Drawing Date: 4-21-2014

Last Updated: 4-21-2014

Drawn By: PRR

Approved By: CRW

Scale: GRAPHIC

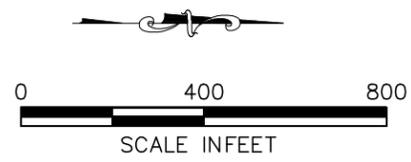
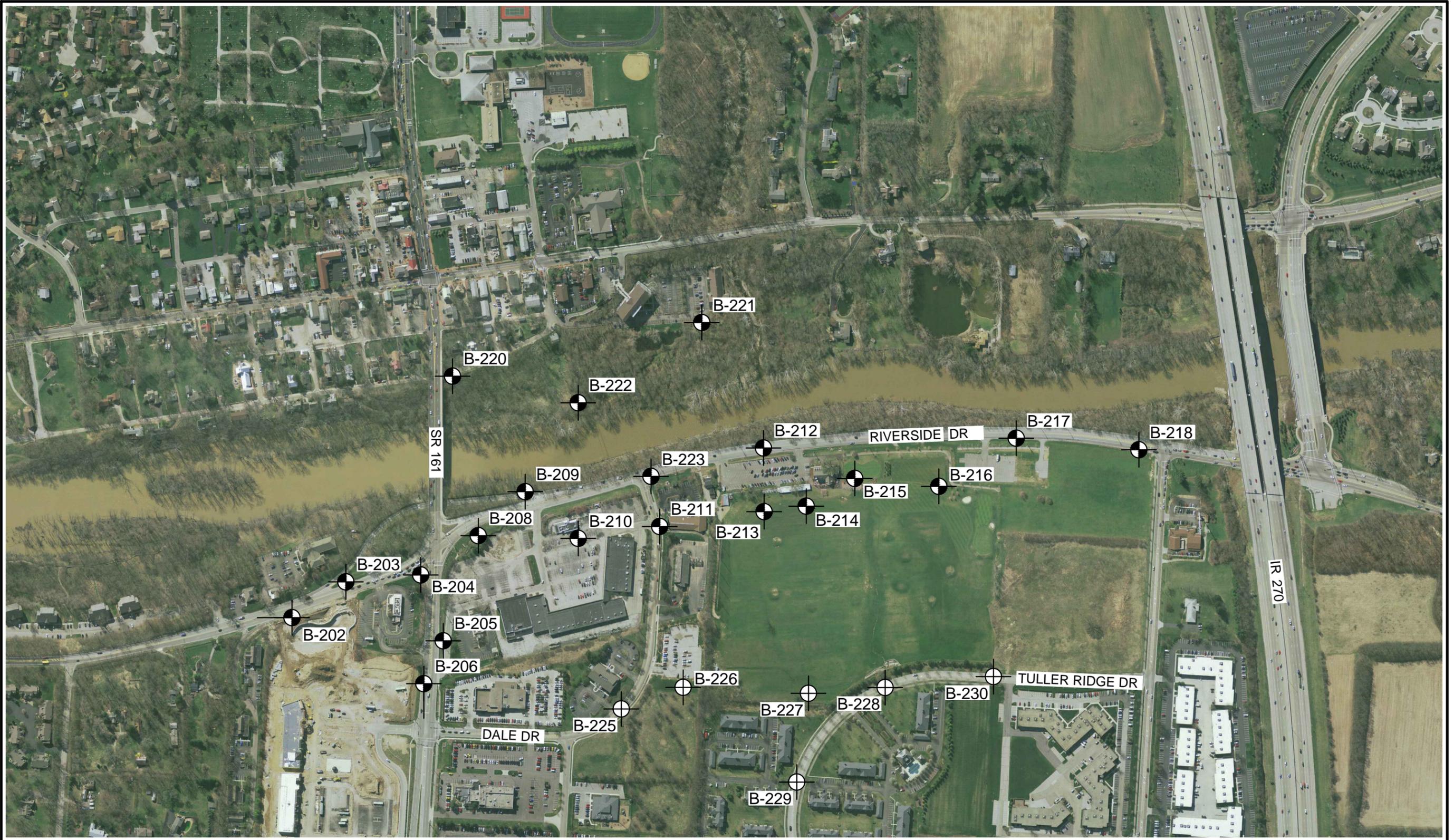
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WWW.SMEINC.COM

ENGINEERING FIRM. 03530

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- LEGEND**
-  B-202 2013, BORING NUMBER AND APPROXIMATE LOCATION
 -  B-225 2014, BORING NUMBER AND APPROXIMATE LOCATION

PLAN OF BORINGS		
DALE & TULLER RIDGE DR CONNECTOR DUBLIN, OHIO		
Project: 1171-13-042F	Drawn By: PRR	 WWW.SMEINC.COM <small>ENGINEERING FIRM. 03530</small>
Drawing Date: 4-21-2014	Approved By: CRW	
Last Updated: 5-14-2014	Scale: GRAPHIC 1:1	

EXPLANATION OF SYMBOLS AND TERMS USED ON BORING LOGS FOR SAMPLING AND DESCRIPTION OF SOIL

SAMPLING DATA

- - Blocked-in "SAMPLES" column indicates sample was attempted and recovered within this depth interval.
- ▨ - Sample was attempted within this interval but not recovered.
- 2/5/9 - The number of blows required for each 6-inch increment of penetration of a "Standard" 2-inch O.D. split-barrel sampler, driven a distance of 18 inches by a 140-pound hammer freely falling 30 inches. The raw "blowcount" or "N" is equal to the sum of the second and third 6-inch increments of penetration. Addition of one of the following symbols indicates the use of a split-barrel other than the 2" O.D. sampler:
 - 2S - 2½" O.D. split-barrel sampler
 - 3S - 3" O.D. split-barrel sampler
- N₆₀ - Corrected Blowcount = [(S&ME Drill Rod Energy Ratio) / (0.60 Standard)] X N_{raw}
- P - Shelby tube sampler, 3" O.D., hydraulically pushed.
- R - Refusal of sampler in very-hard or dense soil, or on a resistant surface.
- 50-2" - Number of blows (50) to drive a split-barrel sampler a certain number of inches (2), other than the normal 6-inch increment.
- SD - Split-barrel sampler (S) advanced by weight of drill rods (D).
- SH - Split-barrel sampler (S) advanced by combined weight of rods and drive Hammer (H).

SOIL DESCRIPTIONS

All soils have been classified basically in accordance with the Unified Soil Classification System, but this system has been augmented by the use of special adjectives to designate the approximate percentages of minor components, as follows:

<u>Adjective</u>	<u>Percent by Weight</u>
trace	1 to 10
little	11 to 20
some	21 to 35
"and"	36 to 50

The following terms are used to describe density and consistency of soils:

<u>Term (Granular Soils)</u>	<u>Blows per foot (N₆₀)</u>
Very-loose	Less than 5
Loose	5 to 10
Medium-dense	11 to 30
Dense	31 to 50
Very-dense	Over 50
<u>Term (Cohesive Soils)</u>	<u>Qu (tsf)</u>
Very-soft	Less than 0.25
Soft	0.25 to 0.5
Medium-stiff	0.5 to 1.0
Stiff	1.0 to 2.0
Very-stiff	2.0 to 4.0
Hard	Over 4.0

LOG OF BORING NO. B-227
DALE & TULLER RIDGE DRIVE CONNECTOR
DUBLIN, OHIO



LOCATION: See Plate 2 of Appendix ELEVATION: 841.6 DATE: 4/15/14
 DRILLING METHOD: 2" O.D. Split-barrel Sampler COMPLETION DEPTH: 11.2'
 SAMPLER(S): 3-1/4" I.D. Hollow-stem Auger

2010 NEW DEFAULT BORING LOG-W/ N60

ELEV.	DEPTH, FEET	SAMPLE NUMBER	SAMPLE	SAMPLE EFFORT	N ⁶⁰	SAMPLE REC-%	DESCRIPTION	NATURAL CONSISTENCY INDEX				TEST RESULTS
								NATURAL MOISTURE CONTENT				
								PLASTIC LIMIT	LIQUID LIMIT			
								10	20	30	40	
841.3	0						TOPSOIL - 4 INCHES					
		1	1	2/3	6	40	Very-stiff brown and dark-brown silty clay, little to some fine to coarse sand, trace fine gravel, contains many roots.					H=1.5-2.0
837.3		2A	7	6/8	18	100	Stiff to very-stiff brown silty clay, some fine to coarse sand, trace fine to coarse gravel, trace silt.					H=1.0-3.5
	5	2B				88						
		3	4	7/17	31	100						H=3.5-4.25
833.6		4	33	22/13	45	67	Dense fine to coarse gravel, little fine to coarse sand, trace silt.					
830.4		5	50-3"R			13						
	15											
	20											
	25											

WATER LEVEL: ▽ "Dry" ▼
 WATER NOTE: Caved at 8.0'
 DATE: 4/15/14

SYMBOLS USED TO INDICATE TEST RESULTS

G - Gradation	} Separate Curves	See	H - Penetrometer (tsf)
Q - Uncon Comp		W - Unit Dry Wt (pcf)	
T - Triax Comp		D - Relative Dens (%)	
C - Consol.			

Drill Rod Energy Ratio : 0.77
 Last Calibration Date : 2/19/2013
 Drill Rig Number : S&ME

**LOG OF BORING NO. B-230
DALE & TULLER RIDGE DRIVE CONNECTOR
DUBLIN, OHIO**



LOCATION: See Plate 2 of Appendix ELEVATION: 843.3 DATE: 4/15/14
 DRILLING METHOD: 2" O.D. Split-barrel Sampler COMPLETION DEPTH: 8.0'
 SAMPLER(S): 4-1/2" O.D. Continuous-flight Auger

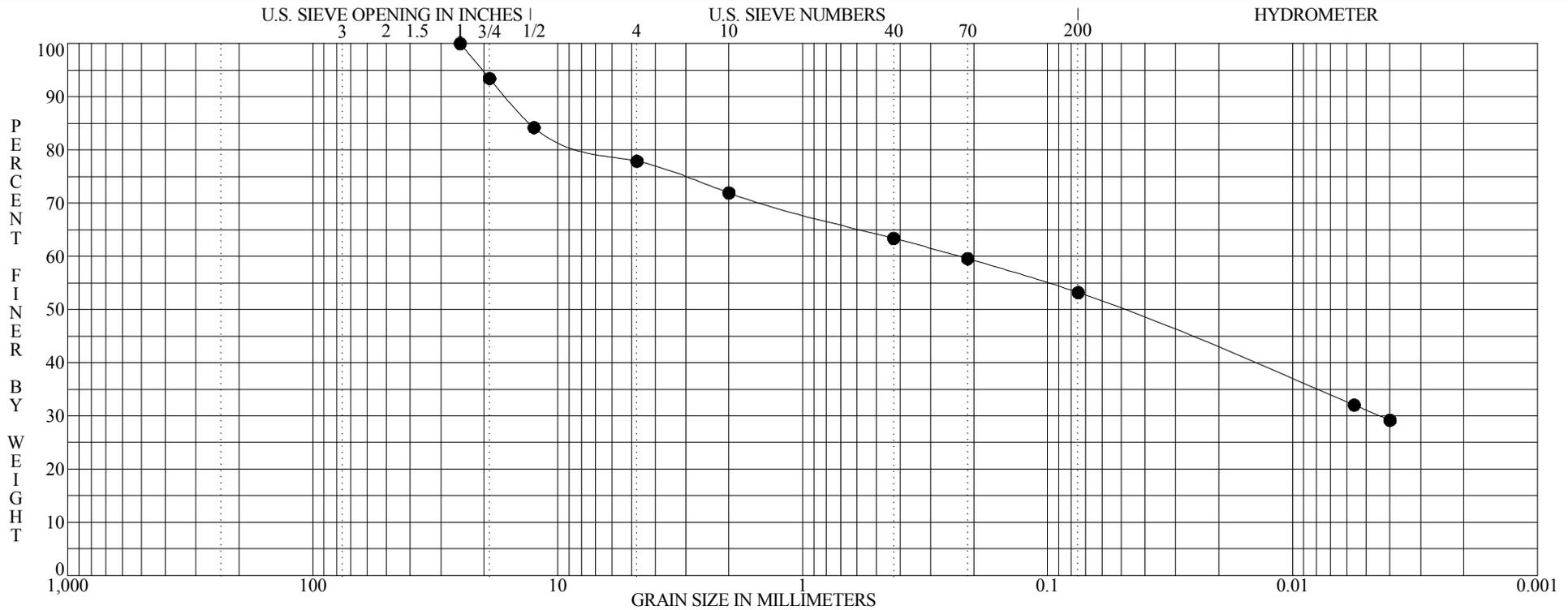
2010 NEW DEFAULT BORING LOG-W/ N60

ELEV.	DEPTH, FEET	SAMPLE NUMBER	SAMPLE	SAMPLE EFFORT	N ⁶⁰	SAMPLE REC-%	DESCRIPTION	NATURAL CONSISTENCY INDEX				TEST RESULTS
								NATURAL MOISTURE CONTENT				
	0							PLASTIC LIMIT	LIQUID LIMIT			
								10	20	30	40	
842.6							ASPHALT - 8 INCHES					
841.8							GRANULAR BASE - 10 INCHES					
		1	8 / 11	7	25	87	Medium-dense brown fine to coarse gravel, "and" fine to coarse sand, trace silt, trace clay, contains limestone fragments.					
		2	7 / 6	6	17	100						G
	5	3A	5 / 2	2	6	100						
837.5		3B	7 / 11	9	28	73	Stiff brown silty clay, some fine to coarse sand, trace fine to coarse gravel.					H=1.0-2.25
836.8		4					Medium-dense brown fine to coarse gravel, "and" fine to coarse sand, little silt.					
835.3												
	10											
							- No seepage encountered. - Elevations provided by EMH&T.					
	15											
	20											
	25											

WATER LEVEL: <input checked="" type="checkbox"/> "Dry" <input checked="" type="checkbox"/>	SYMBOLS USED TO INDICATE TEST RESULTS G - Gradation } See Q - Uncon Comp } Separate T - Triax Comp } Curves C - Consol. } H - Penetrometer (tsf) W - Unit Dry Wt (pcf) D - Relative Dens (%)	Drill Rod Energy Ratio : 0.84
WATER NOTE: <u>At Completion</u>		Last Calibration Date : 2/19/2013
DATE: <u>4/15/14</u>		Drill Rig Number : S&ME



GRN-REG



BOULDERS	COBBLES	GRAVEL coarse fine	SAND coarse medium fine	SILT OR CLAY
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Specimen Identification - Depth	Classification	MC%	LL	PL	PI	Cc	Cu
● B-225 S-1 2.0' to 2.8'	Brown, light brown and gray silty clay, some fine to coarse sand, some fine to coarse gravel.	21	43	23	20		

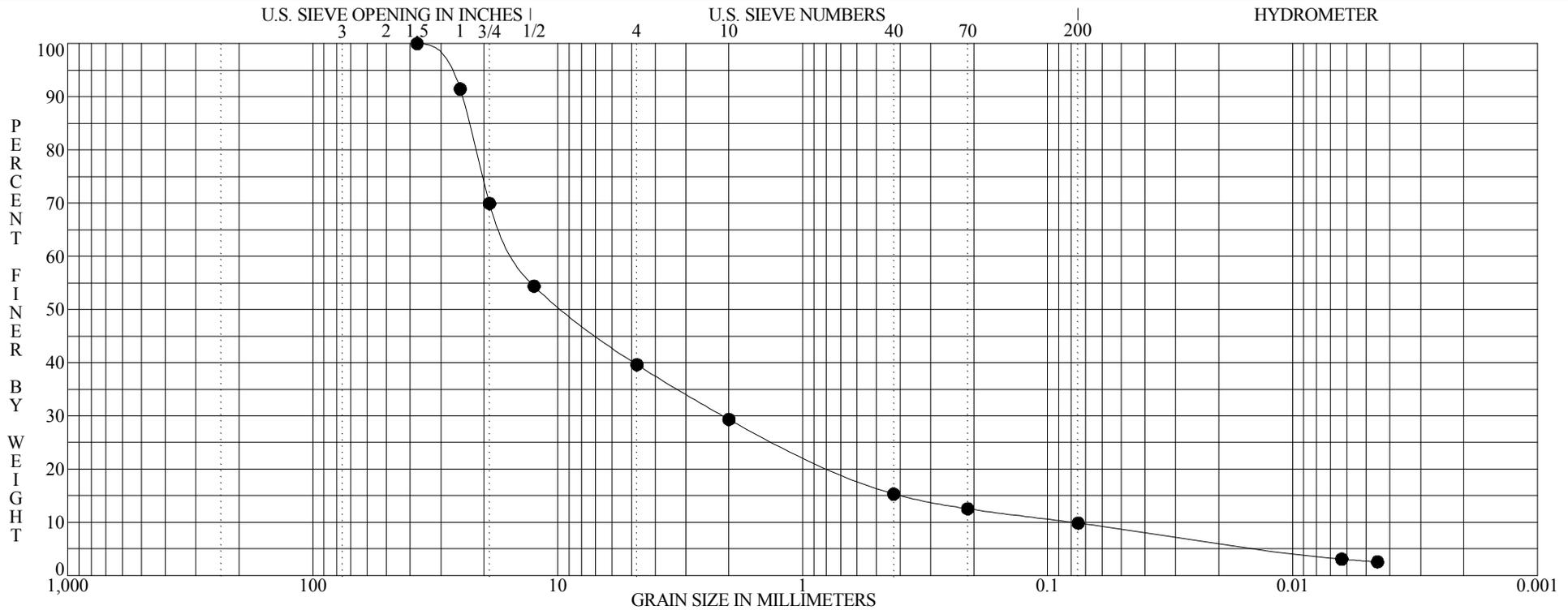
Specimen Identification - Depth	D100	D95	D60	D50	D10	%Gravel	%Sand	%Silt	%Clay
● B-225 S-1 2.0' to 2.8'	25.0000	20.2867	0.2301	0.0507		22.1	24.7	22.1	31.1

PLATE 12

ASTM D422	GRADATION CURVE	PROJECT _____	DALE & TULLER RIDGE DRIVE CONNECTOR
		LOCATION _____	DUBLIN, OHIO
		JOB NO. _____	1171-13-042F DATE 5/15/14



GRN-REG



BOULDERS	COBBLES	GRAVEL		SAND			SILT OR CLAY
		coarse	fine	coarse	medium	fine	

Specimen Identification - Depth	Classification	MC%	LL	PL	PI	Cc	Cu
● B-226 S-4 8.5' to 9.7'	Brown fine to coarse gravel, some fine to coarse sand, trace silt, trace clay.	5	NP	NP	NP	3.848	181.774

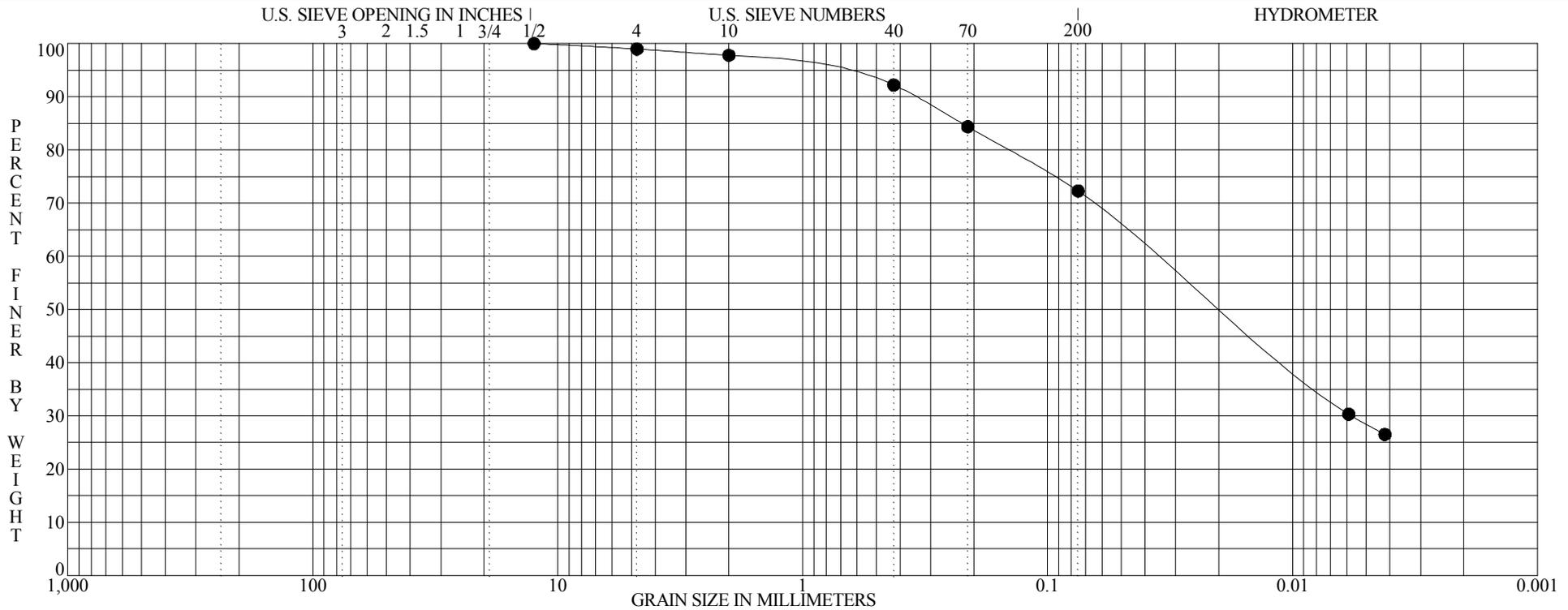
Specimen Identification - Depth	D100	D95	D60	D50	D10	%Gravel	%Sand	%Silt	%Clay
● B-226 S-4 8.5' to 9.7'	37.5000	29.5784	14.5368	9.3714	0.0800	60.4	29.8	7.1	2.7

PLATE 13

ASTM D422	GRADATION CURVE	PROJECT _____	DALE & TULLER RIDGE DRIVE CONNECTOR
		LOCATION _____	DUBLIN, OHIO
		JOB NO. _____	1171-13-042F DATE 5/15/14



GRN-REG



BOULDERS	COBBLES	GRAVEL		SAND			SILT OR CLAY		
		coarse	fine	coarse	medium	fine			

Specimen Identification - Depth	Classification	MC%	LL	PL	PI	Cc	Cu
● B-227 S-2A 3.5' to 4.2'	Brown silty clay, some fine to coarse sand, trace fine gravel, many roots.	28	43	28	15		

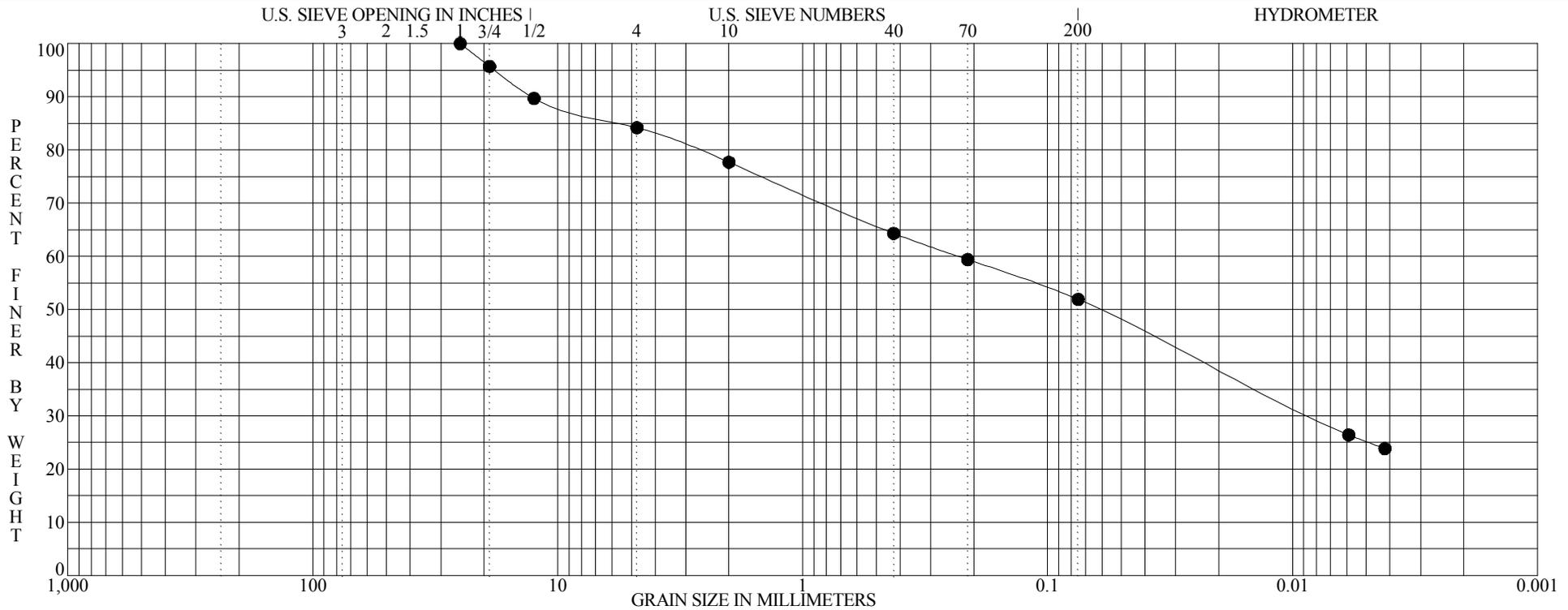
Specimen Identification - Depth	D100	D95	D60	D50	D10	%Gravel	%Sand	%Silt	%Clay
● B-227 S-2A 3.5' to 4.2'	12.5000	0.9177	0.0356	0.0194		1.0	26.7	43.8	28.5

PLATE 14

ASTM D422	GRADATION CURVE	PROJECT _____	DALE & TULLER RIDGE DRIVE CONNECTOR
		LOCATION _____	DUBLIN, OHIO
		JOB NO. _____	1171-13-042F DATE 5/15/14



GRN-REG



BOULDERS	COBBLES	GRAVEL	SAND	SILT OR CLAY
		coarse fine	coarse medium fine	

Specimen Identification - Depth	Classification	MC%	LL	PL	PI	Cc	Cu
● B-228 S-1 2.0' to 3.2'	Brown silty clay, some fine to coarse sand, little fine to coarse gravel.	14	35	19	16		

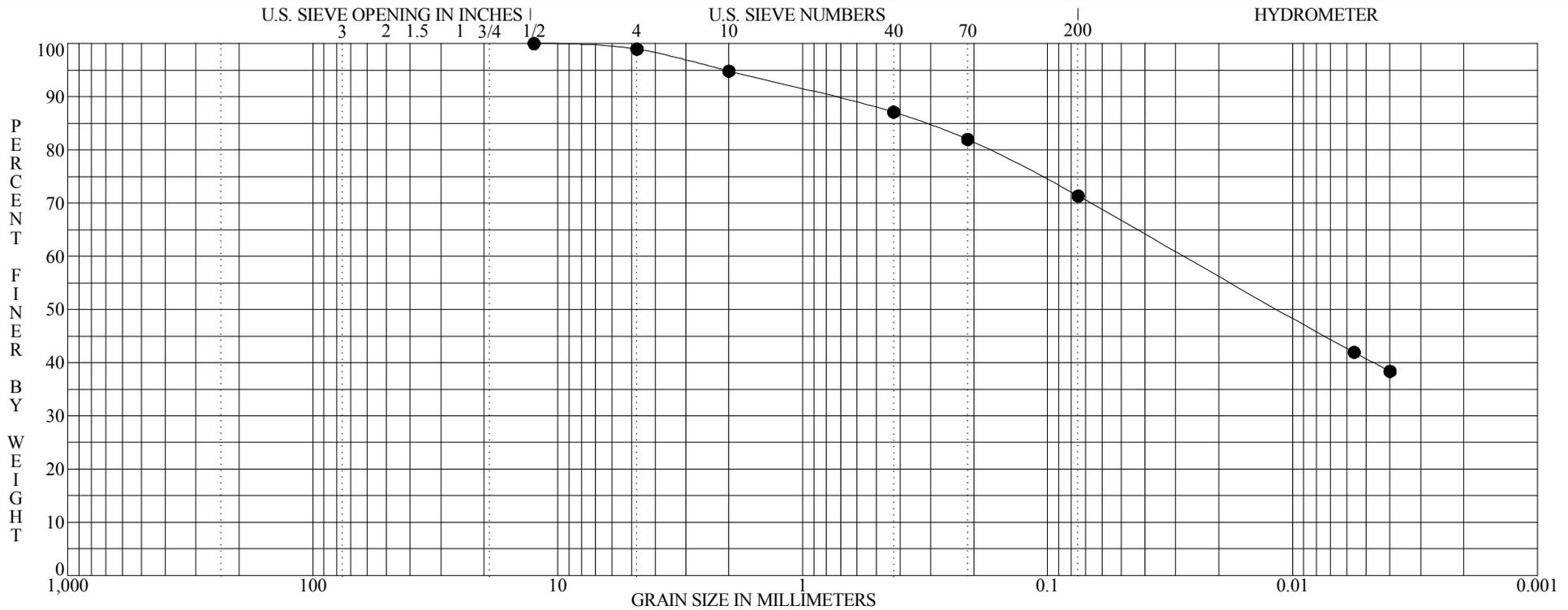
Specimen Identification - Depth	D100	D95	D60	D50	D10	%Gravel	%Sand	%Silt	%Clay
● B-228 S-1 2.0' to 3.2'	25.0000	18.0934	0.2312	0.0619		15.8	32.3	26.7	25.2

PLATE 15

ASTM D422	GRADATION CURVE	PROJECT <u>DALE & TULLER RIDGE DRIVE CONNECTOR</u>	LOCATION <u>DUBLIN, OHIO</u>	JOB NO. <u>1171-13-042F</u>	DATE <u>5/15/14</u>
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GRN-REG



BOULDERS	COBBLES	GRAVEL	SAND	SILT OR CLAY
		coarse fine	coarse medium fine	

Specimen Identification - Depth	Classification	MC%	LL	PL	PI	Cc	Cu
● B-229 S-1 2.0' to 3.1'	Brown mottled with gray silty clay, some fine to coarse sand, trace fine gravel.	21	44	20	24		

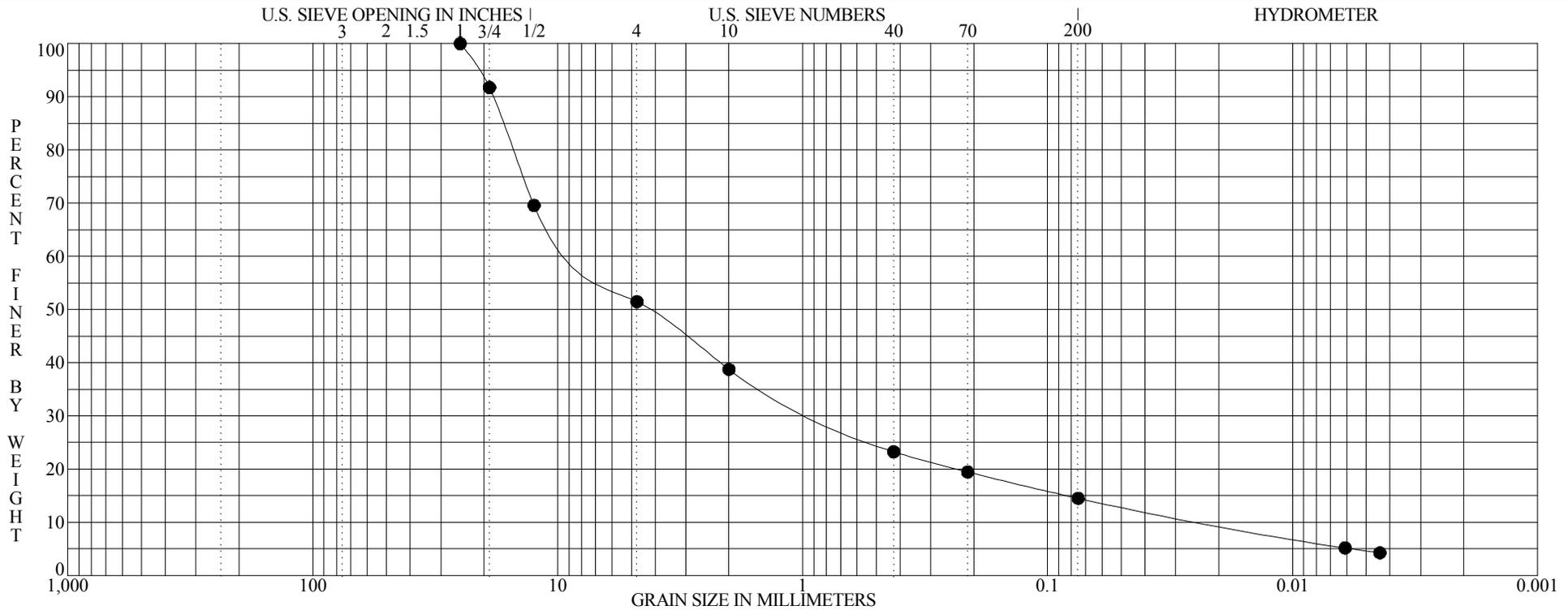
Specimen Identification - Depth	D100	D95	D60	D50	D10	%Gravel	%Sand	%Silt	%Clay
● B-229 S-1 2.0' to 3.1'	12.5000	2.0871	0.0276	0.0114		1.1	27.6	30.6	40.7

PLATE 16

ASTM D422	GRADATION CURVE	PROJECT <u>DALE & TULLER RIDGE DRIVE CONNECTOR</u>	LOCATION <u>DUBLIN, OHIO</u>	JOB NO. <u>1171-13-042F</u>	DATE <u>5/15/14</u>
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GRN-REG



BOULDERS	COBBLES	GRAVEL	SAND	SILT OR CLAY
		coarse fine	coarse medium fine	

Specimen Identification - Depth	Classification	MC%	LL	PL	PI	Cc	Cu
● B-230 S-2 3.5' to 5.0'	Brown fine to coarse gravel, "and" fine to coarse sand, trace silt, trace clay.	5	NP	NP	NP	4.154	334.906

Specimen Identification - Depth	D100	D95	D60	D50	D10	%Gravel	%Sand	%Silt	%Clay
● B-230 S-2 3.5' to 5.0'	25.0000	21.1717	7.4895	4.2950	0.0224	48.5	37.0	9.9	4.6

PLATE 17

ASTM D422	GRADATION CURVE	PROJECT _____	DALE & TULLER RIDGE DRIVE CONNECTOR
		LOCATION _____	DUBLIN, OHIO
		JOB NO. _____	1171-13-042F DATE 5/15/14

F. STANDARD DRAWINGS

GENERAL NOTES, SIDEWALK CURB RAMPS

1. CURB RAMP COMPONENTS ASSEMBLY - THE CURB RAMP INCLUDES THE RAMPS, FLARED SIDES, LANDINGS AND ROLLED EDGES.
2. CURB RAMP TYPE - CURB RAMPS SHALL BE SPECIFIED BY THE APPROPRIATE TYPE AND SHALL BE PERPENDICULAR TO THE CURB EXCEPT TYPES E & F.
 - TYPE A - DIAGONAL RAMP WITH FLARES IN TREE LAWN.
 - TYPE B - DIAGONAL RAMP WITH FLARES.
 - TYPE C - PERPENDICULAR RAMP IN TREE LAWN.
 - TYPE D - PERPENDICULAR RAMP OBSTRUCTED ON ONE SIDE
(WITH PRIOR WRITTEN CITY APPROVAL ONLY)
 - TYPE E - RAMP WITH RECESSED LOWER LANDING FOR ALLEYS AND DRIVEWAYS
(WITH TREE LAWN).
 - TYPE F - RAMP WITH RECESSED LOWER LANDING FOR ALLEYS AND DRIVEWAYS
(NO TREE LAWN).
 - TYPE G - PARALLEL (OFF-STREET LANDING) WITH 2 TRANSITION RAMPS
(WITH PRIOR WRITTEN CITY APPROVAL ONLY).
 - TYPE H - MEDIAN RAMP WITH CENTER LANDING.
 - TYPE I - COMBINED PERPENDICULAR AND PARALLEL RAMP ONE DIRECTION.
3. RAMP RUNNING SLOPE - THE RAMP RUNNING SLOPE SHALL BE 5% (1:20) TO 7.7% (1:13).
4. RAMP CROSS SLOPE - THE MAXIMUM CROSS SLOPE SHALL BE 1.56% (1:64, 3/16 INCH PER FOOT).
5. PERPENDICULAR RAMP WIDTH - THE MINIMUM WIDTH OF A SIDEWALK RAMP SHALL BE 4-FEET AND OF A BIKE PATH RAMP SHALL BE 8-FEET. THE WIDTH MAY BE REDUCED TO A MINIMUM OF 3-FEET WITH PRIOR WRITTEN CITY APPROVAL IF CLEARANCE RESTRICTIONS EXIST.
6. PARALLEL RAMP WIDTH - TYPE H RAMP SHALL BE A MINIMUM OF 4-FEET BY 5-FEET & 5-FEET BY 5-FEET RESPECTIVELY, PER STANDARD DRAWINGS.
7. ALL JOINTS BETWEEN NEW AND EXISTING MATERIALS SHALL BE FLUSH.
8. FLARES - THE LENGTH OF THE FLARE AT THE FACE OF CURB SHALL BE A MAXIMUM OF 10% OR 10 TIMES THE CURB HEIGHT, WHICHEVER IS LESS.
9. LANDINGS - LANDINGS SHALL BE A MINIMUM OF 4-FEET BY 4-FEET WITH A 1.56% (1:64) CROSS SLOPE FOR ALL CURB RAMP TYPES EXCEPT PARALLEL CURB RAMPS. OFF STREET LANDINGS FOR PARALLEL CURB RAMPS SHALL BE A MINIMUM OF 4-FEET BY 5-FEET AS INDICATED IN THE STANDARD DRAWINGS. LANDINGS ARE REQUIRED AS FOLLOWS:
 - A. TOP LANDING - CURB RAMP TYPES A, B, C AND G SHALL HAVE LANDINGS AT THE TOP OF THE RAMP.
 - B. LOWER RECESSED LANDING - CURB RAMP TYPE E AND F SHALL HAVE A RECESSED LANDING AT THE BOTTOM OF THE RAMP WHERE IT INTERSECTS THE CURB LINE.
 - C. LANDING AT INTERSECTING SIDEWALKS - WHEREVER SIDEWALKS INTERSECT THERE SHALL BE A LANDING MEETING THE ABOVE REQUIREMENTS.

Date: 05/01/2014

(GENERAL NOTES CONTINUED ON SHEET 2)



STANDARD DRAWING

CURB RAMP GENERAL NOTES

SHEET 1 OF 2

DRAWING NO. **PD-02**

GENERAL NOTES, SIDEWALK CURB RAMPS (CONTINUED)

10. STREET COUNTER SLOPE - THE COUNTER SLOPE AT THE BASE OF THE RAMP SHALL BE A MAXIMUM OF 1:20 OR 5% FOR A MINIMUM OF 2-FEET.
11. MAXIMUM DIFFERENTIAL BETWEEN RAMP RUNNING SLOPE AND GUTTER PAN SHALL BE 13 %, THE PREFERRED DIFFERENTIAL IS 11%..
12. SURFACES - RAMP AND FLARE SURFACES MUST BE STABLE AND SLIP RESISTANT. RAMPS SHALL BE MEDIUM BROOMED TRANSVERSE TO THE DIRECTION OF TRAVEL. GRATINGS, VALVE BOXES, AND UTILITY BOXES SHALL NOT BE LOCATED IN THE RAMP, LANDING, OR TRANSITION AREAS.
13. DETECTABLE WARNINGS SHALL BE INSTALLED IN ACCORDANCE WITH CITY OF DUBLIN STANDARD DRAWING PD-03. DETCTABLE WARNINGS SHALL BE PROVIDED WHEREVER A CURB RAMP CROSSES A PUBLIC VEHICULAR WAY.
14. THE PEDESTRIAN WALKWAY WITHIN THE STREET PAVEMENT, AT LEAST 7-FEET WIDE, BETWEEN OPPOSING RAMPS SHALL HAVE A CROSS-SLOPE (THE LONGITUDINAL STREET SLOPE) OF NO GREATER THAN 2%. VERTICAL STREET CURVES SHALL BE INSTALLED AS NEEDED.
15. GRAVEL BEDDING SHALL HAVE A MINIMUM DEPTH OF 4 INCHES AND SHOULD NOT EXCEED A DEPTH OF 6 INCHES.

Date: 05/01/2014



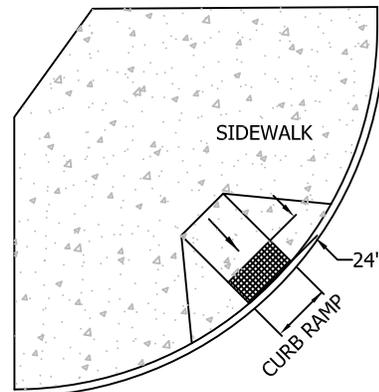
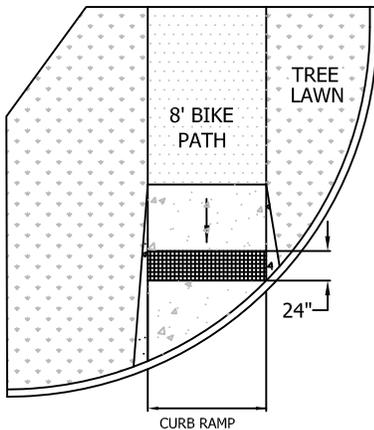
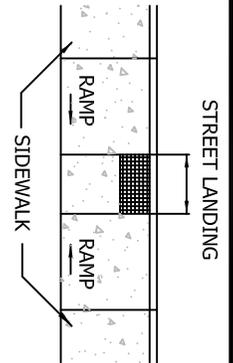
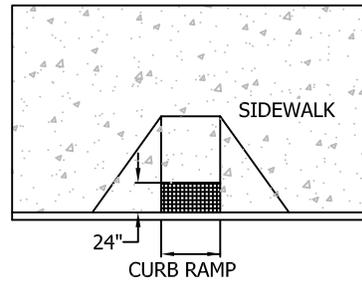
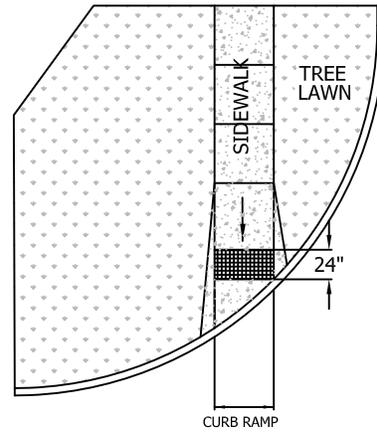
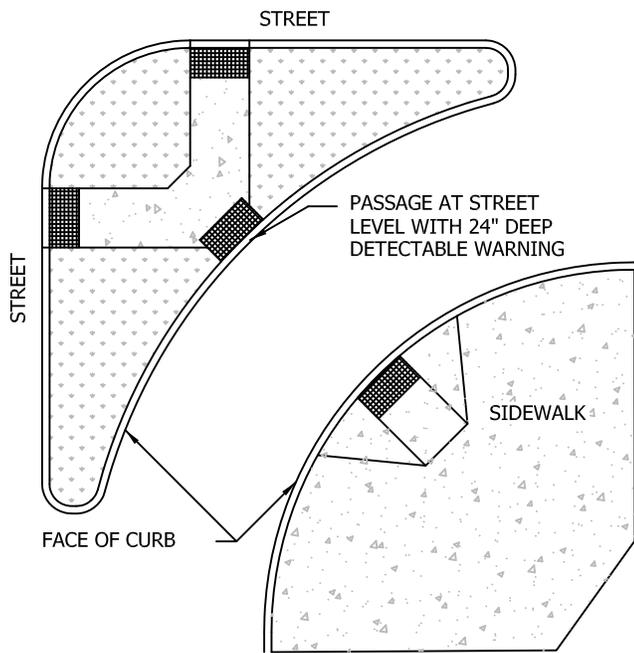
City of Dublin
ENGINEERING

STANDARD DRAWING

CURB RAMP GENERAL NOTES

SHEET 2 OF 2

DRAWING NO. **PD-02**



NOTES:

1. DETECTABLE WARNINGS SHALL BE PROVIDED WHEREVER A CURB RAMP CROSSES A VEHICULAR WAY EXCLUDING UNSIGNALIZED DRIVEWAY CROSSINGS.
2. DETECTABLE WARNINGS SHALL BE PROVIDED 24 INCHES IN THE DIRECTION OF TRAVEL AND EXTEND THE FULL WIDTH OF THE CURB RAMP OR FLUSH SURFACE. THE DETECTABLE WARNING SHALL BE LOCATED ADJACENT TO THE CURB LINE.
3. DETECTABLE WARNINGS SHALL BE PLACED 2" BEHIND THE BACK OF CURB.
4. DETECTABLE WARNINGS SHALL BE ADA SOLUTIONS, CAST IN PLACE REPLACEABLE TILE OR APPROVED EQUAL. BRICK RED IN COLOR FOR USE ON CONCRETE RAMPS AND BLACK IN COLOR FOR USE ON BRICK PAVER RAMPS.

Date: 05/01/2014

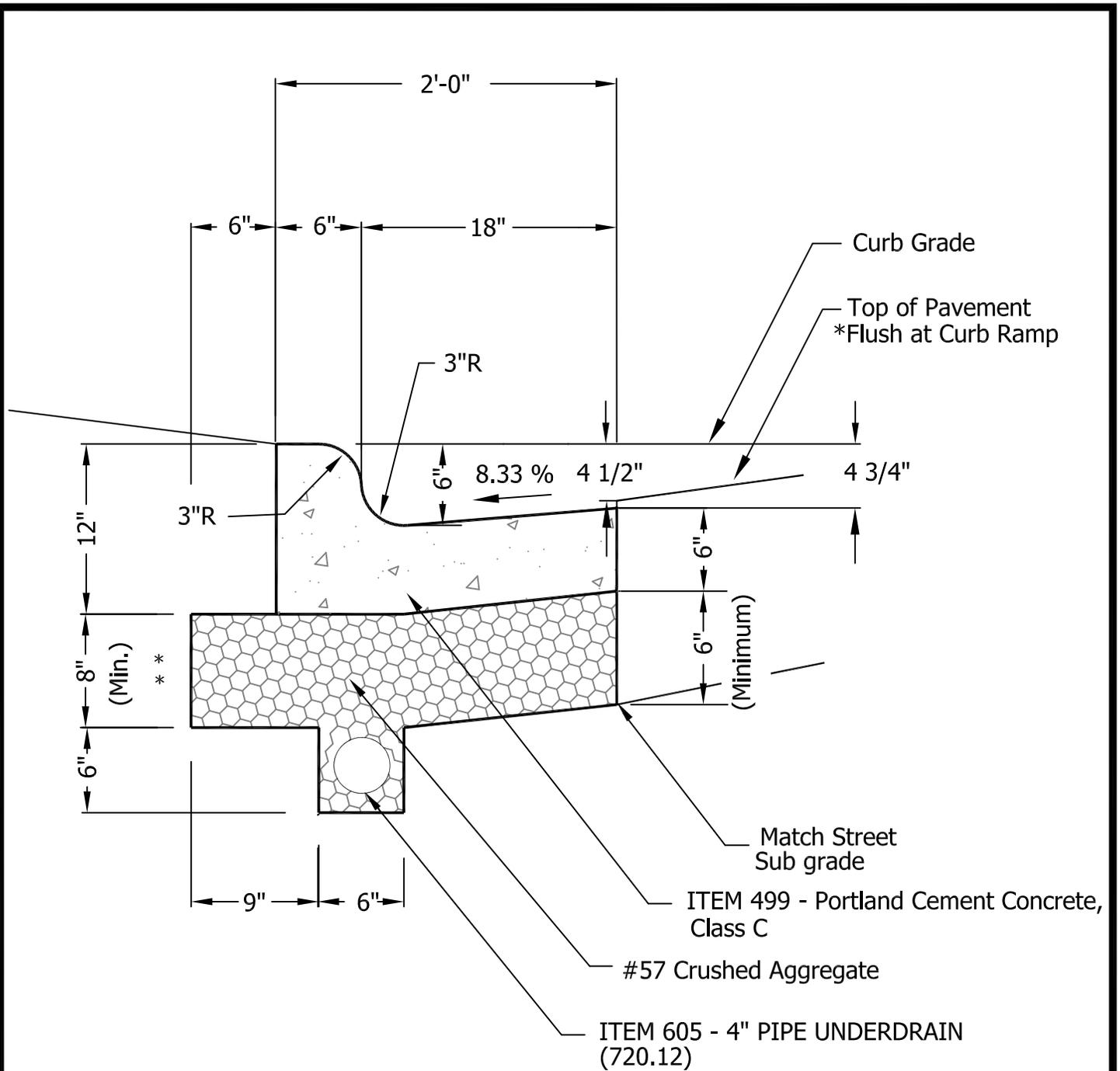
STANDARD DRAWING



DETECTABLE WARNINGS

SHEET 1 OF 1

DRAWING NO. **PD-03**



* SEE DRAWING RD-03 FOR GUTTER TRANSITION AT CURB RAMP.

** 10" AT COMMERCIAL DRIVE ENTRANCES.

Date: 05/01/2014

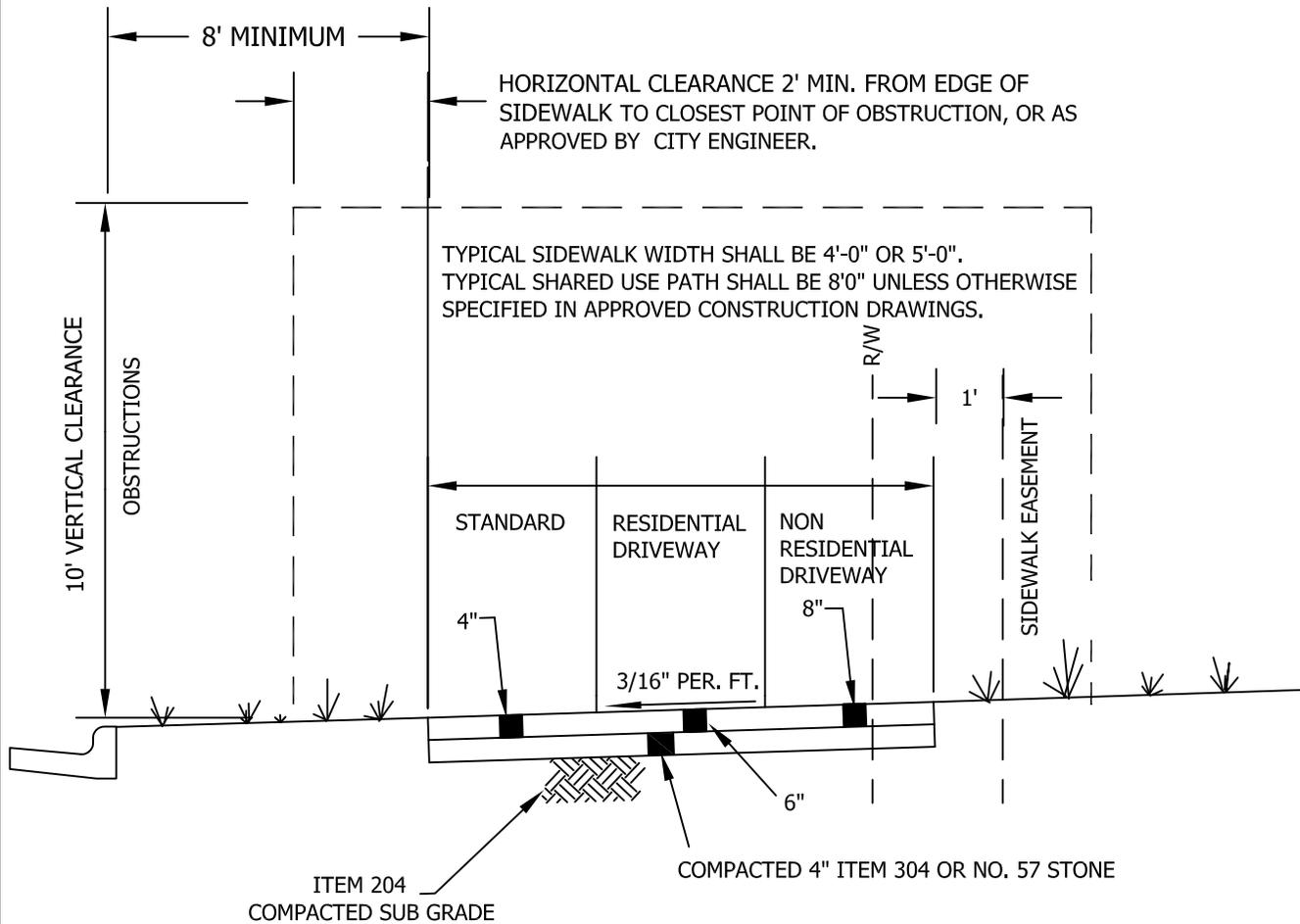
STANDARD DRAWING



COMBINATION CONCRETE CURB AND GUTTER

SHEET 1 OF 1

DRAWING NO. **RD-02**



1. ALL WALKWAYS SHALL BE CONSTRUCTED PER CCMS ITEM 608 OR AS DIRECTED BY CITY ENGINEER.
2. ALL DISTURBED AREAS SHALL BE SEEDED AND MULCHED. SEED MIXTURE SHALL BE APPROVED BY THE CITY ENGINEER.
3. CITY OF COLUMBUS CONSTRUCTION AND MATERIAL SPECIFICATIONS, CURRENT EDITIONS, AND ANY OTHER SUPPLEMENTS THERETO, SHALL GOVERN ALL CONSTRUCTION ITEMS UNLESS OTHERWISE NOTED.
4. SIDEWALKS/BIKE PATHS CROSSING RESIDENTIAL DRIVEWAYS SHALL BE 6" CLASS C CONCRETE ITEM 499. SIDEWALKS SHARED USE PATHS CROSSING NON-RESIDENTIAL DRIVEWAY APPROACHES SHALL BE MINIMUM 8" CLASS C CONCRETE, ITEM 499 UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
5. ALL COMMERCIAL DRIVES SHALL HAVE 6" OF ITEM 304.
6. INSPECTION SCHEDULING SHALL BE MADE WITH THE BUILDING DIVISION WHEN CONCRETE FORMS ARE READY FOR INSPECTION, AT LEAST 48 HOURS BEFORE CONCRETE IS TO BE PLACED AT (614) 410-4600.
7. ALL SHARED USE PATH JOINTS ARE TO BE SAWCUT.
8. SIDEWALKS/FLATWORK SHALL BE TOOL CUT & RETRACED.
9. FULL DEPTH EXPANSION MATERIAL (1/2" THICK) SHALL BE PLACED ADJOINING ALL EXISTING CONCRETE CONFORMING TO ASTM D-1752 TYPE 1.

Date: 05/01/2014

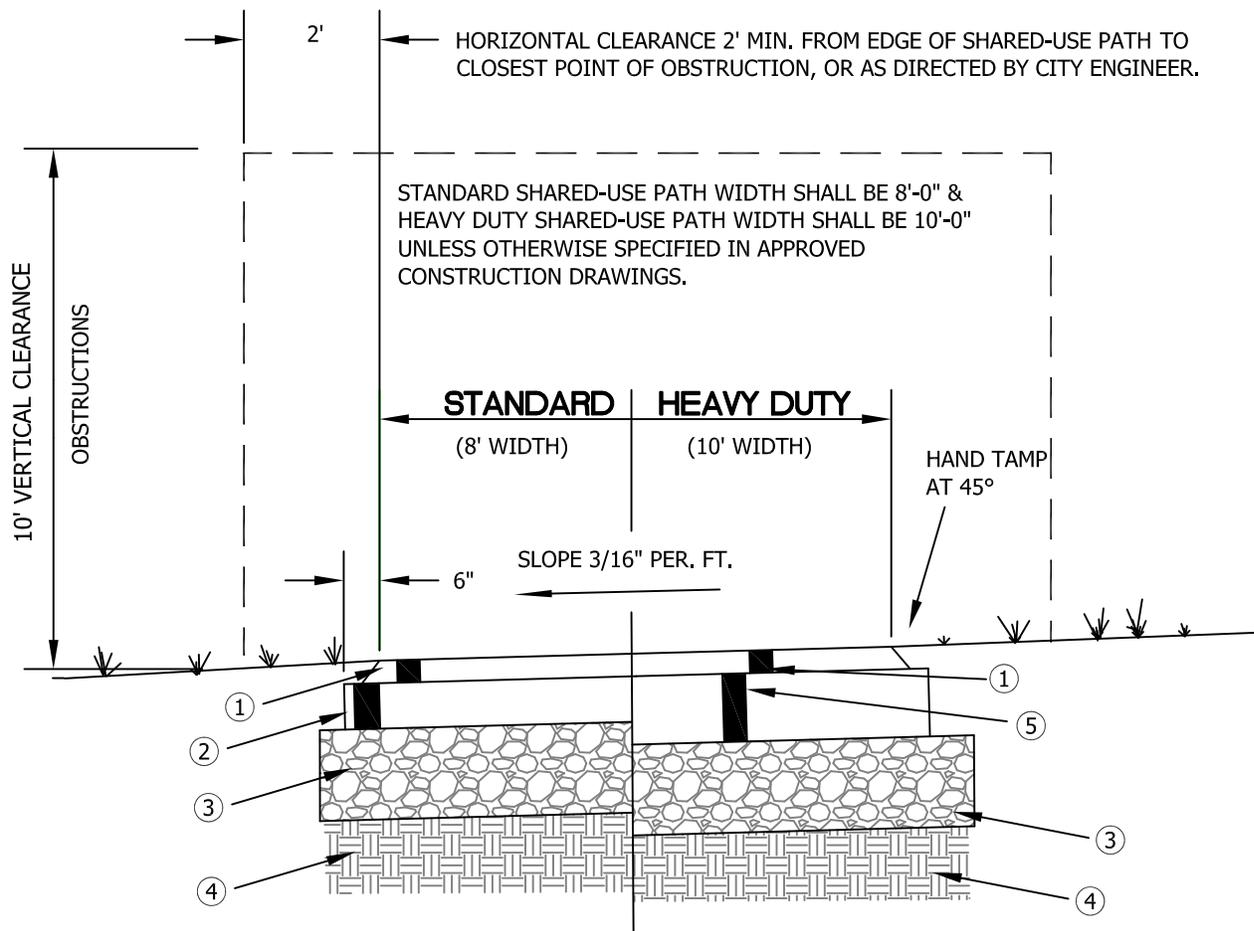
STANDARD DRAWING



CONCRETE SIDEWALK AND SHARED USE PATH

SHEET 1 OF 1

DRAWING NO. **RD-05**



- ① 1-1/2" ITEM 448, ASPHALT CONCRETE, SURFACE COURSE TYPE 1 (MEDIUM TRAFFIC), PG. 64-22
- ② 3" ITEM 301, ASPHALT CONCRETE BASE
- ③ 6" ITEM 304, AGGREGATE BASE
- ④ ITEM 204, SUBGRADE COMPACTION
- ⑤ 4 1/2" ITEM 301, ASPHALT CONCRETE BASE

1. ALL TOPSOIL SHALL BE REMOVED FROM SUB GRADE AREAS. ITEM 204 SHALL BE COMPACTED TO NO LESS THAN 98% OF MAX. DRY DENSITY. EXCESS EXCAVATED MATERIAL SHALL BE REMOVED FROM THE SITE.
2. ALL DISTURBED AREAS SHALL BE SEEDED AND MULCHED. SEED MIXTURE REQUIRES THE APPROVAL OF THE CITY ENGINEER.
3. PAVEMENT MARKINGS AND SIGNAGE SHALL CONFORM TO OHIO MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
4. SHARED-USE PATHS CROSSING CONCRETE RESIDENTIAL DRIVEWAY APPROACHES SHALL BE 6" PC CONCRETE ACROSS THE WIDTH OF THE DRIVEWAY APPROACH, UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER. SHARED-USE PATHS CROSSING RESIDENTIAL DRIVEWAY APPROACHES SHALL MATCH THE THICKNESS AND CROSS-SECTION OF THE DRIVEWAY APPROACH OR 8" PC CONCRETE, WHICHEVER IS GREATER, AS APPROVED BY THE CITY ENGINEER.
5. FOR GEOMETRIC STANDARDS FOR CURB RAMP REFER TO DUBLIN STD. DWG. PD-01.

Date: 05/01/2014

STANDARD DRAWING



SHARED-USE PATH: STANDARD AND HEAVY DUTY

SHEET 1 OF 1

DRAWING NO. **RD-06**

2" RAIN CAP

DUAL SIDED 9"-12" ALUMINUM BLANK
CUT TO LENGTH OF STREET NAME.
MAXIMUM LENGTH IS 48".
3M - RUSSET BROWN 7725-29 VINYL.

2 BROWN SQUARE SADDLE
BRACKETS ATTACHED WITH 8
DRIVE RIVETS.

W Bridge St

2 BROWN SIGN EXTRUSION
BARS CUT TO THE LENGTH OF
THE SIGN.

LETTERING HEIGHTS ARE
BASED UPON THE POSTED
SPEED LIMIT (SEE TABLE
BELOW) IN MIXED CASE
HIGHWAY GOTHIC C ON
PRISMATIC WHITE
REFLECTIVE SHEETING.

BOTH THE SADDLE BRACKETS
AND SIGN EXTRUSION BARS ARE
BY POP RIVETS ACCORDING TO
THE LENGTH OF SIGN.

2" X 2" X 12' FEDERAL BROWN POST

2 1/2" X 2 1/2" X 12" OVER SLEEVE (GALVANIZED) GOES
OVER BOTH THE ANCHOR SLEEVE AND POST.
ATTACHED BY 2 DRIVE RIVETS.

GROUND LEVEL

2 1/4" X 2 1/4" X 36" ANCHOR SLEEVE
(GALVANIZED) GOES 32" INTO THE
GROUND.

SPEED LIMIT (MPH)	LETTERING HEIGHT (IN)	BLANK HEIGHT (IN)
15 -25	4	9
30 -40	6	12
45+	8	12

Date: 05/01/2014

STANDARD DRAWING

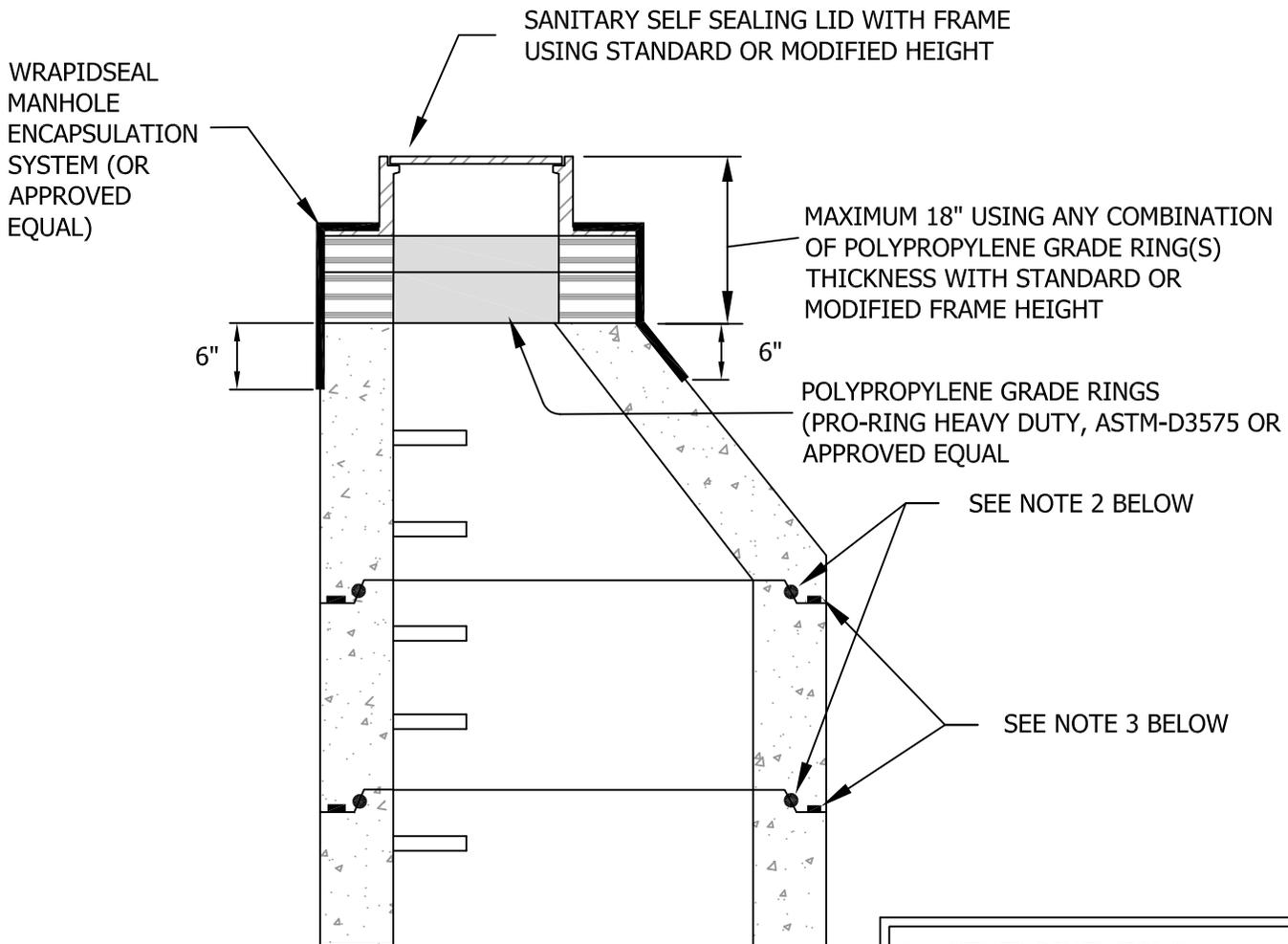


City of Dublin
ENGINEERING

TYPICAL STREET NAME SIGN

SHEET 1 OF 1

DRAWING NO. **RD-10**



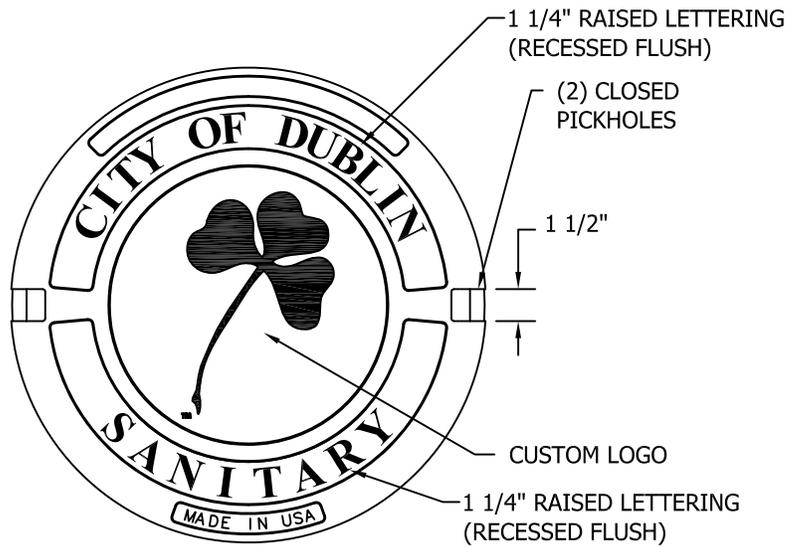
ALL OTHER DIMENSIONS AND SPECIFICATIONS ARE THE SAME AS CITY OF COLUMBUS SPECS FOR SANITARY MANHOLES

NOTES:

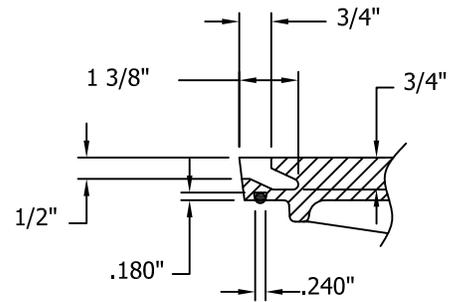
1. CLEAN EACH SURFACE BY WIRE BRUSHING ALL LOOSE CONCRETE DUST AND DIRT. PLACE SEALANT IN A CIRCULAR CONFIGURATION ON EACH CONCRETE SURFACE AND OVERLAP A MINIMUM OF 1/4" AND KNEAD ENDS.
2. CLEAN BELL AND SPIGOT JOINT, APPLY APPROVED LUBRICATION TO JOINT SURFACE AND TO "O" RING; THEN EQUALIZE GASKET TO GROOVE.
3. PLACE 1/2" DIAMETER SEALANT AS MANUFACTURED BY CONCRETE SEALANTS INC., "CONSEAL" OR APPROVED EQUAL ON RISER TOP LEDGE.

Date: 5/1/2014

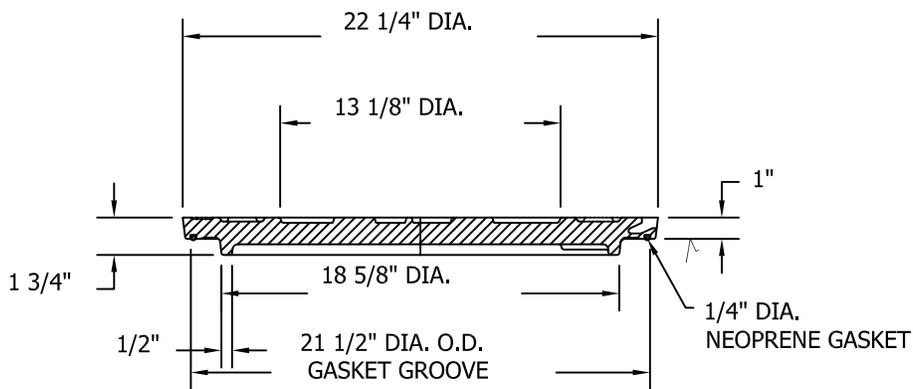
	STANDARD DRAWING	
	<i>SANITARY MANHOLE DETAILS</i>	
	SHEET 1 OF 1	DRAWING NO. SA-01



COVER FACE



PICK SLOT DETAIL



COVER SECTION

Date: 5/1/2014

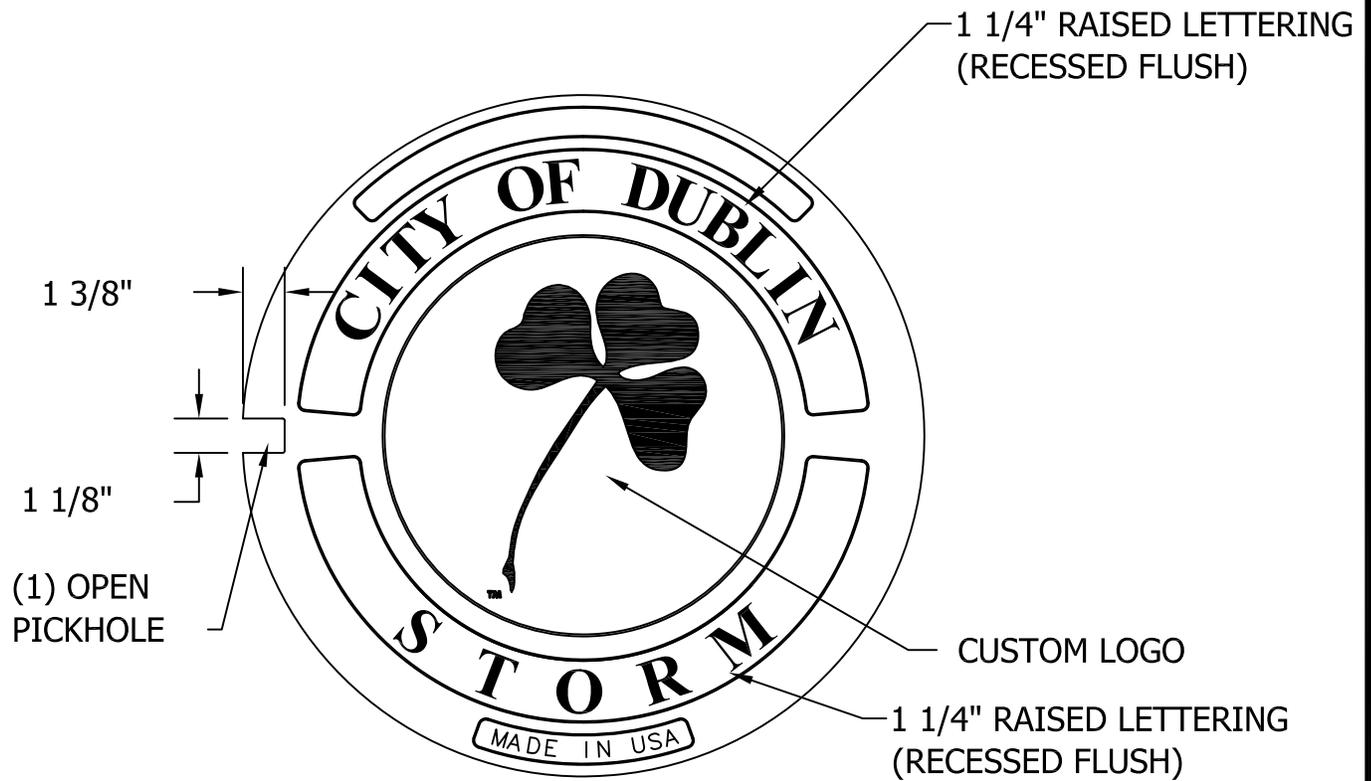
STANDARD DRAWING



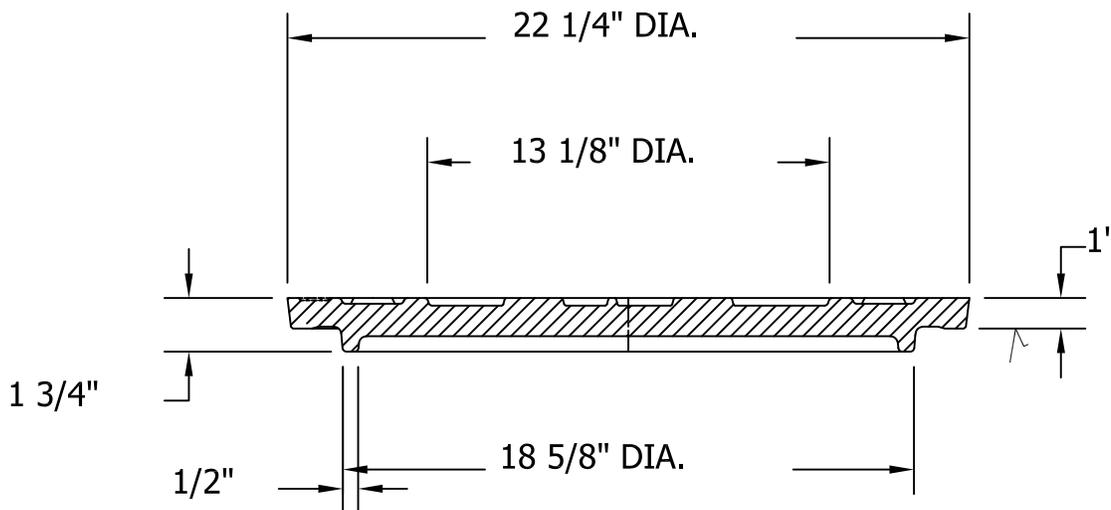
SANITARY MANHOLE LID

SHEET 1 OF 1

DRAWING NO. **SA-02**

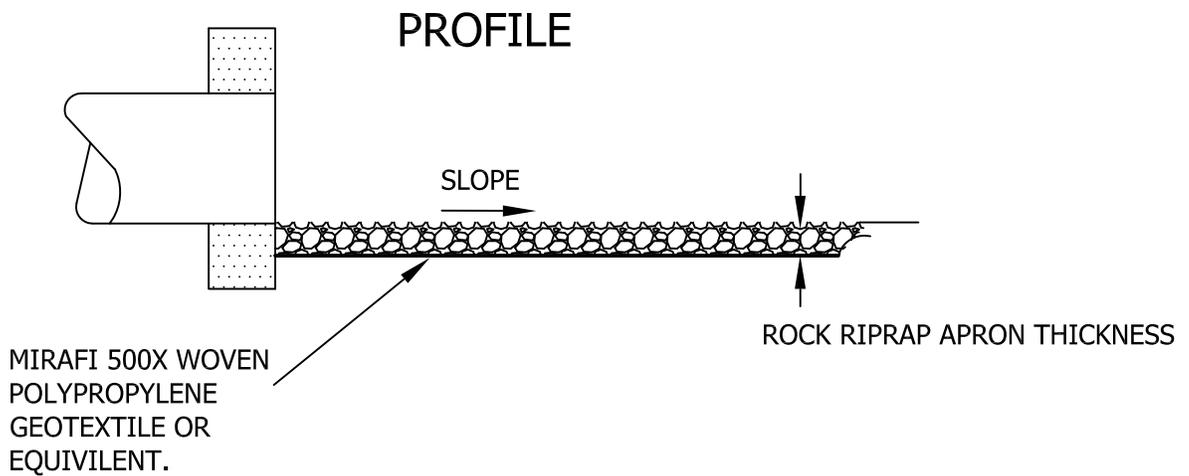
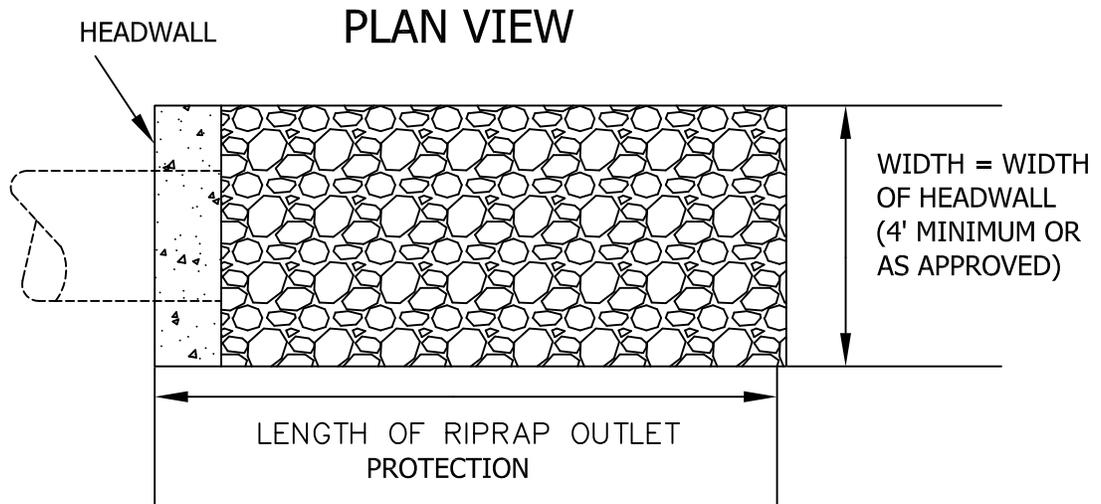


COVER FACE



COVER SECTION

Date: 05/01/2014

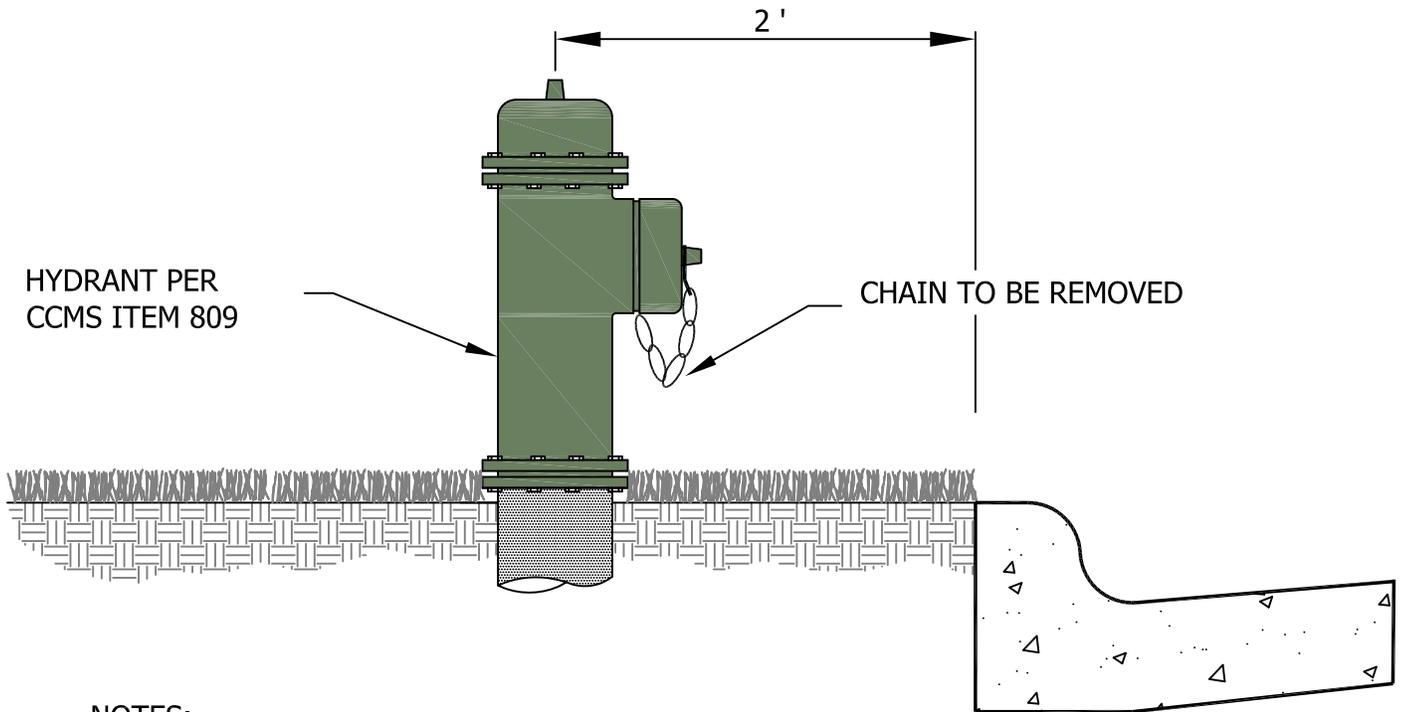


NOTES:

1. MINIMUM LENGTH TO BE 8 FEET, 5 FEET IF PIPE IS SUBMERGED.
2. MINIMUM THICKNESS OF 18 INCHES.
3. RIP-RAP SIZE TO BE DETERMINED BY OUTLET FLOW VELOCITY

Date: 05/01/2014

STANDARD DRAWING



NOTES:

PAINT AND PRIMER TO BE SHOP APPLIED.

PAINT: SHERWIN WILLIAMS - POLANE SP POLYURETHANE ENAMEL, OR APPROVED EQUAL

PAINT COLOR: VISTA GREEN NO. 80-105 (RGB#: 106,127,96), OR APPROVED EQUAL

PRIMER: AS SPECIFIED BY THE MANUFACTURER

PRIVATE HYDRANTS SHALL BE WHITE NO. D876967-31-1 OR 80-1 WITH VISTA GREEN TOP AND CAP

ALL HYDRANTS WILL COME EQUIPPED WITH A STORZ NOZZLE.

<u>MANUFACTURER</u>	<u>PRODUCT NO.</u>	<u>COMMENTS</u>
AMERICAN FLOW CONTROL CLOW CORPORATION MUELLER CO. KENNEDY AMERICAN AVK	MARK 73 SERIES EDDY "F2641" SUPER CENTURION 200 K-81A NO. 2760	"NO DRAIN" ONLY

Date: 05/01/2014



STANDARD DRAWING

FIRE HYDRANT

SHEET 1 OF 1

DRAWING NO. **WA-01**

G. SCOPE OF WORK

This project is part of the Bridge Street District Program. Construction of approximately 1000 feet of new asphalt roadway and ancillary storm sewer, water main, traffic control devices as well as 4000 feet of AEP duct bank and telecommunications duct bank.

IV. OWNER COMPLETED FORMS

A. OWNER EXECUTION CHECKLIST

The following list highlights and serves as a reminder of actions required to execute the Contract with the selected bidder.

Notice of Award

- Complete the form once bidder selected
- Mail form to bidder
- Collect acceptance from bidder

Notice of Award to Surety and Surety's Agent

- Complete the form once bidder selected
- Send the bond to legal counsel for double-check of validity
- Send notice form to Surety and Agent at the addresses listed on the Bond form

Bid Tabulation Sheet

- If Prevailing Wage applies, ensure that the Bid Tabulation Sheet is completed and in your Project file

Prevailing Wage

- Check the date of the Determination Letter included with the Contract Documents. If it has expired, issue new prevailing wage rates to the Contractor.

Owner/Contractor Agreement

- Have the Contractor sign the Agreement
- Have the Law Director review and sign the Agreement
- Have the Fiscal officer sign the Agreement
- Have the CITY OF DUBLIN representative sign the Agreement

Notice of Commencement

- Complete the Notice of Commencement form and put it in the Project file
- Must produce it if requested but no filing requirement

Notice to Proceed

- Issue the Notice to Proceed

Bidder's and Subcontractors' Certificate(s) of Licensure

- If applicable, Collect from Bidder if not submitted with Bid

B. NOTICE OF AWARD TO BIDDER

Date: _____

PROJECT: DALE DRIVE-TULLER RIDGE DRIVE TEMPORARY CONNECTOR

The CITY OF DUBLIN (Owner) has considered the Bid submitted by you for the above-described work in response to the Legal Notice dated July 10, 2014.

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

You are required by the Instructions to Bidders to execute the Contract and furnish the required documents within ten (10) calendar days from the date of this notice to you.

If you fail to execute said Contract within ten (10) days from the date of this notice, Owner may—at its discretion—exercise its rights with respect to your Bid guaranty and 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 _____, 2014.

Sincerely,

Paul A. Hammersmith P.E.
Director of Engineering / City Engineer

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged.

Bidder _____

This _____ day of _____, 2014

By: _____

Title: _____

C. NOTICE OF AWARD TO SURETY AND SURETY'S AGENT

(Surety)

(Address)

(City/State/Zip)

(Surety's Agent)

(Address)

(City/State/Zip)

Date: _____

SENT BY REGULAR U.S. MAIL

RE: NOTICE OF AWARD OF CONTRACT

To Whom It May Concern:

You are notified that your principal, _____, has been awarded a contract for the CITY OF DUBLIN, DALE DRIVE-TULLER RIDGE DRIVE TEMPORARY CONNECTOR project, in the amount of \$_____ by the CITY OF DUBLIN, OHIO .

Sincerely,

Paul A. Hammersmith P.E.
Director of Engineering / City Engineer

D. NOTICE TO PROCEED

To:

Date: _____

Project: **DALE DRIVE-TULLER RIDGE DRIVE TEMPORARY CONNECTOR**

Owner: CITY OF DUBLIN, OHIO
5200 Emerald Parkway, Dublin, Ohio 43017

You are hereby notified to commence Work in accordance with the City/Contractor Agreement dated _____, and you are to complete the Work in the time required by the Contract Documents. Within ten (10) days from this Notice to Proceed date, you will begin physical, on-site improvements. You are required to return an acknowledged copy of this Notice to Proceed, to the Owner, indicating Acceptance of this Notice to Proceed.

Paul A. Hammersmith P.E.
Director of Engineering / City Engineer

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____,
this the day of _____, 2014.

By: _____

Title: _____

E. NOTICE OF COMMENCEMENT OF PUBLIC IMPROVEMENT (O.R.C. §1311.252)

NOTICE IS HEREBY GIVEN OF THE COMMENCEMENT OF A PUBLIC IMPROVEMENT AS FOLLOWS:

1. The public improvement is identified as the CITY OF DUBLIN, DALE DRIVE-TULLER RIDGE DRIVE TEMPORARY CONNECTOR project located at east of Riverside Drive, north of Dale Drive, south of Tuller Ridge Drive.
2. The public authority and Owner responsible for the public improvement is the CITY OF DUBLIN, OHIO, 5200 Emerald Parkway, Dublin, Ohio 43017 .
3. The principal contractor(s) for the public improvement are as follows:
 , .
4. The date the CITY OF DUBLIN first executed a contract with a principal contractor for this public improvement is .
5. The name and address of the representative for the CITY OF DUBLIN upon whom service may be made for the purposes of serving an affidavit pursuant to Section 1311.26 of the Ohio Revised Code is Paul A. Hammersmith P.E., Director of Engineering / City Engineer for the CITY OF DUBLIN, OHIO, 5800 Shier-Rings Road, Dublin, Ohio 43016.

The foregoing instrument was acknowledged before me this _____, day of _____, 20____ by Paul A. Hammersmith P.E., Director of Engineering / City Engineer for the CITY OF DUBLIN, OHIO.

Signature and Seal of person taking acknowledgement:

V. ADDITIONAL PROJECT FORMS

A. PAYROLL INFORMATION

PROJECT: DALE DRIVE-TULLER RIDGE DRIVE TEMPORARY CONNECTOR

I, _____ (Name),
_____ (Title) of _____
(Company Name), state the following:

1. That I pay or supervise the payment of the persons employed by _____ (Company Name) on the above-referenced project.
2. That during the payroll period commencing on the _____ day of _____, 2014, and ending on the _____ day of _____, 2014, all persons employed on said project have been paid the full weekly wages earned; that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ (Contractor/Subcontractor) from the full weekly wages earned by such persons; and that no deductions have been made either directly or indirectly from the full wages earned by such persons, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

3. That any payrolls otherwise under this Agreement for Construction (the "Agreement") required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in the specifications as supplied by the Department of Industrial Relations or any wage determination incorporated into the Agreement; and that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

4. That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with the Ohio Apprenticeship Council.

5. That (check applicable box):

- a. WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS:

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above-referenced payroll, payments of fringe benefits listed in the Agreement have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4 below.

b. WHERE FRINGE BENEFITS ARE PAID IN CASH:

Each laborer or mechanic listed in the above-referenced payroll has been paid as indicated on the payroll, and amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the Agreement, except as noted in Section 4 below.

c. Exceptions:

Exception (Craft):

Explanation:

_____	_____
_____	_____
_____	_____
_____	_____

Remarks:

(Signature)

(Print Name and Title)

The willful falsification of any of the above statements may subject the Contractor or Subcontractor to fines as described in Section 4115.99 of the O.R.C.

B. FINAL AFFIDAVIT OF COMPLIANCE WITH PREVAILING WAGES

PROJECT: DALE DRIVE-TULLER RIDGE DRIVE TEMPORARY CONNECTOR

STATE OF _____

COUNTY OF _____, SS:

I, _____, (Name of person signing the affidavit)
_____ (Title) do hereby certify that the wages paid to all employees of
_____ (Company Name) for all hours
worked on project the **CITY OF DUBLIN DALE DRIVE-TULLER RIDGE DRIVE TEMPORARY
CONNECTOR** Project located at east of Riverside Drive, north of Dale Drive, south of Tuller
Ridge Drive during the period from _____ to _____ are in
compliance with the Prevailing Wage requirements of Chapter 4115 of the Ohio Revised
Code. I further certify that no rebates or deductions have been or will be made, directly or
indirectly, from any wages paid in connection with this project, other than those provided
by law.

(Signature of Affiant)

(Print Name)

Sworn to and subscribed in my presence this ____ day of _____, 2014.

Notary Public

The above affidavit must be executed and sworn to by the officer or agent or the Contractor/Subcontractor who supervised the payment of employees, before the CITY OF DUBLIN, OHIO will release the surety and/or make final payment due under the terms of the Agreement.

C. CONTRACTOR’S LIEN WAIVER AND RELEASE AGREEMENT

Project: **DALE DRIVE-TULLER RIDGE DRIVE TEMPORARY CONNECTOR**

The undersigned hereby acknowledges receipt of payment from the City for all Work on the Project through the date of its prior Application for Payment. The undersigned acknowledges and agrees that the terms in this Agreement shall have the same meaning as in the Contract Documents for the Project.

In return for said payment, and/or pursuant to certain contractual obligations of the undersigned, the undersigned hereby waives and releases any rights it has or may have through the date of its last Application for Payment to any and all Claims and liens related to the Project, including without limitation: Claims of payment, mechanic’s liens, liens against funds, surety bond Claims, and Claims for breach of contract or unjust enrichment. The sole exception to this waiver and release is for any Claims the undersigned has made by properly and timely submitting a Claim as required by the Contract Documents. The undersigned acknowledges and agrees that this wavier and release is intended to be a comprehensive release of all Claims and liens related to the Project, including without limitation all Claims against the City, and the employees, board members, agents and representatives of any of the foregoing persons. The undersigned further certifies that this Agreement covers Claims and liens by all persons with which it did business related to the Project, including without limitation subcontractors and suppliers, through the date of its last Application for Payment. The undersigned represents that all such persons have signed an agreement in the form of this Agreement releasing any and all Claims and liens related to the Project, except for any Claims made by properly and timely submitting a Claim as required by the Contract Documents, a copy of which has been delivered to the City. The undersigned hereby represents and warrants that it has paid any and all welfare, pension, vacation, or other contributions required to be paid on account of the employment by the undersigned of any laborers on the Project.

This Agreement is for the benefit of, and may be relied upon by the City. The undersigned hereby agrees to indemnify, defend and hold harmless each of the foregoing, the Project, work or improvement, and real property from any and all Claims, or liens that are or should have been released in accordance with this Agreement.

Contractor Name: _____

Authorized Signature: _____

Title: _____

The foregoing instrument was acknowledged before me this _____, day of _____, 20____ by _____.

Signature and Seal of person taking acknowledgement:

VI. PLANS/DRAWINGS

Plans and Drawing are available at <http://dublinohiousa.gov/bids-and-requests-for-proposals/> when downloading the project documents on line. If you purchase a hard copy of the project documents the plans and drawings will be on the CD included in the Bid Document and 11 X 17 printed copy as well.