

City of St. Marys  
Villa Nova Loop

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**ADDENDUM 1**

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August 13, 2024

Planholders on the City of Lima, Permanganate System and Treatment basin Improvements are hereby notified of the following amendments to the Contract Documents. This Addendum is hereby made a part of the Contract Documents.

**REFERENCE NOTE**

**SPECIFICATIONS**

Replace the following specifications with the attached:

C-200 – Instructions to Bidders

C-410 – Bid Form for Construction Contracts

C-520 – Agreement

C-800 – Supplementary Conditions

01568 – OH Pollution Control

**DRAWINGS**

Replace the following drawings with the attached:

W-1.5

**RECEIPT OF THIS ADDENDUM MUST BE ACKNOWLEDGED ON PAGE C-410-1 OF THE BID.**

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## INSTRUCTIONS TO BIDDERS

### ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. Bidder - One who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to a Bidder.
  - B. Issuing Office - The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
  - C. Successful Bidder - The Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

### ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.
- 2.04 Bidders wishing to submit a bid to the Owner are recommended to obtain the Bidding Documents from the Issuing Office as stated in the Advertisement for Bids or the Bidder risks rejection of their Bid.

### ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:
- A. Evidence of Bidder's authority to do business in the state where the Project is located.
  - B. Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."
  - C. List of equipment suppliers to be used.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

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3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

**ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE**

4.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.
- B. Easements and their conditions are listed in the Supplementary Conditions SC-5.03.

4.02 *Existing Site Conditions*

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
  - 1. The Supplementary Conditions identify:
    - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
    - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
    - c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
    - d. Technical Data contained in such reports and drawings.
  - 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
  - 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of

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the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

- A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

**ARTICLE 5 – BIDDER'S REPRESENTATIONS**

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;

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- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 6 – PRE-BID CONFERENCE**

- 6.01 A pre-Bid conference will be held at the time and location stated in the invitation or advertisement to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising

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at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

#### **ARTICLE 7 – INTERPRETATIONS AND ADDENDA**

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

#### **ARTICLE 8 – BID SECURITY**

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 100 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

#### **ARTICLE 9 – CONTRACT TIMES**

- 9.01 The number of days within which, or the dates by which, the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement.

#### **ARTICLE 10 – LIQUIDATED DAMAGES**

- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

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#### **ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS**

- 11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

#### **ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 12.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work: jack and bore; horizontal directional drilling
- If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

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### ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
  - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown. The corporate seal shall be affixed and attested by the corporate secretary or an assistant corporate secretary.
- 13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership’s address for receiving notices shall be shown.
- 13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm’s address for receiving notices shall be shown.
- 13.05 A Bid by an individual shall show the Bidder’s name and address for receiving notices.
- 13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture’s address for receiving notices shall be shown.
- 13.07 All names shall be printed in ink below the signatures.
- 13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.10 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.

### ARTICLE 14 – BASIS OF BID

- 14.01 *Unit Price*
- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

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- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.02 *Allowances*

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

**ARTICLE 15 – SUBMITTAL OF BID**

- 15.01 The Bidding Documents have been provided electronically, a Bidder is responsible for furnishing separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.
- 15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED."
- 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

**ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID**

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a

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material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

#### **ARTICLE 17 – OPENING OF BIDS**

17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

#### **ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

#### **ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

19.03 Evaluation of Bids

A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

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## ARTICLE 20 – BONDS AND INSURANCE

20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner’s requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

## ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

## ARTICLE 22 – SALES AND USE TAXES

22.01 Owner is exempt from Ohio state sales and use taxes on materials and equipment to be incorporated in the Work. (Exemption No. 34-6401247). Said taxes shall not be included in the Bid. Refer to Paragraph SC-7.09 of the Supplementary Conditions for additional information.  
**Addendum 1, August 13, 2024**

## ARTICLE 23 – NOT USED

## ARTICLE 24 – RETAINAGE

24.01 Provisions concerning retainage are set forth in the Agreement.

## ARTICLE 25 – WAGE RATES

25.01 The Bidder to whom the Contract is awarded will be required to pay as a minimum, the prevailing wage rates, current throughout the work, promulgated by the State. Wage rates received for this project are included in the Exhibits of the Supplementary Conditions.

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**BID FORM**

City of St. Marys

Villa Nova Loop

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

City of St. Marys, Ohio

101 East Spring Street

St. Marys, Ohio 45885

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 45 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. **Addendum 1, August 13, 2024**

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.

Addendum, Date

_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface

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or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

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1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### **ARTICLE 5 – BASIS OF BID**

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the price(s) included on C-410-4 and C-410-5. Bidder shall fill in all blanks on the Bid Form.

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**UNIT PRICE BID**

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents. **Addendum 1, August 13, 2024**

Item No.	Description	Estimated Quantity	Unit	Unit Cost in Numbers	Unit Price in Words	Total Estimated Cost of Item
1	Mobilization and demobilization	1	LS			
2	Maintenance of Traffic	1	LS			
3	Special backfill material	80	CY			
4a	ODOT Item 203 Roadway Excavation	90	CY			
4b	ODOT Item 204 Subgrade Compaction	116	SY			
4c	ODOT Item 304 Aggregate Base	10	CY			
4d	ODOT Item 407 Tack Coat	5	Gallon			
4e	ODOT Item 441 Asphalt Concrete Intermediate Course, Type 1	5	CY			
4f	ODOT Item 441 Asphalt Concrete Surface Course, Type 1	2	CY			
4g	No. 8 Aggregate Stone	5	Tons			

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Item No.	Description	Estimated Quantity	Unit	Unit Cost in Numbers	Unit Price in Words	Total Estimated Cost of Item
4h	ODOT Item 305 Concrete Base	64	SY			
5	Excavation of unsuitable material	25	CY			
6a	12 inch Water Main	1742	LF			
6b	12 inch Water Main in 20-inch Bored Casing	102	LF			
6c	Connections to Existing Water Mains	3	EA			
7a	12 inch water gate valve and box	6	EA			
7b	10 inch water gate valve and box	2	EA			
8	Hydrant Assembly	1	EA			
9a	Water service connections	6	EA			
9b	Service Tubing, 2 inch and less	45	LF			
9c	Service Tubing, larger than 2 inch	10	LF			
10	Replacement of Concrete Curb	35	LF			
11	4-inch concrete walk	10	SY			
12	Stormwater Pollution Prevention	1	LS			

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Item No.	Description	Estimated Quantity	Unit	Unit Cost in Numbers		Unit Price in Words	Total Estimated Cost of Item	
13	Clearing and Grubbing	1	LS					
14	Construction Layout and Staking	1	LS					
Total Estimated Construction Cost:								

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**ARTICLE 6 – TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 The Owner intends and requires that this project be completed no later than June 6, 2025.  
**Addendum 1, August 13, 2024**

6.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. Evidence of authority to do business in the state of the Project; and

**ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

By:

*[Signature]* \_\_\_\_\_

*[Printed name]* \_\_\_\_\_

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]* \_\_\_\_\_

*[Printed name]* \_\_\_\_\_

Title: \_\_\_\_\_

Submittal Date: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

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Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Contact Name and e-mail address: \_\_\_\_\_  
\_\_\_\_\_

Bidder's License No.: \_\_\_\_\_  
*(where applicable)*

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PERSONAL PROPERTY TAX AFFIDAVIT

STATE OF OHIO )  
 )ss.  
COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says as follows: answering whichever is applicable by placing an "X" before items 1 or 2.

- 1.           ( ) We are not charged with any delinquent personal property taxes on the general tax list of personal property in \_\_\_\_\_ County, Ohio.
- 2.           ( ) We are charged with delinquent personal property taxes on the general tax list of \_\_\_\_\_ County, Ohio including unpaid penalties and interest in the amount of \$\_\_\_\_\_.

\_\_\_\_\_  
Bidder

By: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for

\_\_\_\_\_ State

My Commission Expires:

\_\_\_\_\_ 20\_\_\_\_\_

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AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of St Marys, Ohio (“Owner”) and  
\_\_\_\_\_ (“Contractor”).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: the construction of approximately 1,800 feet of 12-inch water main and associated appurtenances using trenchless installation methods.

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Villa Nova Loop Water main Installation

**ARTICLE 3 – ENGINEER**

3.01 The part of the Project that pertains to the Work has been designed by Jones & Henry Engineers, Ltd..

3.02 The Owner has retained Jones & Henry Engineers, Ltd. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before May 30, 2025, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before June 6, 2025. **Addendum 1, August 13, 2024**

~~for~~ **Addendum 1, August 13, 2024**

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and

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Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$0 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

**Addendum 1, August 13, 2024**

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$400 for each day that expires after such time until the Work is completed and ready for final payment. **Addendum 1, August 13, 2024**

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

#### 4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

### ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents.

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

### ARTICLE 6 – PAYMENT PROCEDURES

#### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

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6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1<sup>st</sup> day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 92 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be an additional 4 percent retainage withheld; and

b. 0 percent of cost of materials and equipment not incorporated in the Work.

**Addendum 1, August 13, 2024**

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 150 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

**ARTICLE 7 – INTEREST**

7.01 All amounts not paid when due shall bear interest at the prime rate per annum.

**ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

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- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (C-520, Pages 1 to , inclusive).
  - 2. Bid Guarantee & Contract Bond (C-430, Pages  to , inclusive).
  - 3. Performance Bond (C-610, Pages  to , inclusive).
  - 4. Labor and Maintenance Bond (C-612, Pages  to , inclusive).
  - 5. Maintenance and Guarantee Bond (C-614, Pages  to , inclusive).
  - 6. General Conditions (C-700, Pages  to , inclusive).

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7. Supplementary Conditions (C-800, Pages [ ] to [ ], inclusive).
  8. Specifications as listed in the table of contents of the Project Manual.
  9. Drawings (not attached but incorporated by reference) consisting of [ ] sheets with each sheet bearing the following general title: [ ] [or] the Drawings listed on the attached sheet index.
  10. Addenda (Numbers 1 to [ ], inclusive).
  11. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (C-410, Pages [ ] to [ ], inclusive).
  12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.02 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

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10.03 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.04 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.05 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

City of St. Marys \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

CERTIFICATION OF FISCAL OFFICER

The undersigned, as \_\_\_\_\_ of \_\_\_\_\_ hereby certifies that funds sufficient to meet the requirement of this Contract have been lawfully appropriated for such purpose and are in the treasury, or in the process of collection.

By: \_\_\_\_\_

Title: \_\_\_\_\_

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APPROVAL BY OWNER'S LEGAL OFFICER

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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## SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

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### ARTICLE 2 – PRELIMINARY MATTERS

#### *SC-2.02 Copies of Documents*

**SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:**

- A. Owner shall furnish to Contractor three (3) copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

#### *SC-2.06 Electronic Submittals*

**SC-2.06 Add the following new paragraphs immediately after Paragraph 2.06 C.**

- D. Electronic files are provided to you for your convenience. Because electronic files can deteriorate or be damaged or be modified inadvertently or information from the electronic documents may be presented to you on your system differently than the original because of your software or system setup, these files may not be accurate. Any conclusion or information obtained or derived from such electronic files will be at your sole risk.
- E. Information contained in the electronic documents is for information and reference in connection with this project only. The information is not intended or represented to be suitable for reuse on extensions of the original project or on any other project.
- F. You should perform an acceptance test of the electronic documents immediately and inform us of any problems with the electronic documents. Jones & Henry will not be responsible for providing additional copies of these electronic files to you after 60 days from the date the documents are provided to you.

**ARTICLE 3 – DOCUMENTS; INTENT, REQUIREMENTS, REUSE**

*SC-3.01 Intent*

**SC-3.01.C Delete Paragraph 3.01.C in its entirety and insert the following new paragraph in its place:**

- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version, as printed by Engineer, shall govern.

**ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

*SC-5.03 Subsurface and Physical Conditions*

**SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.B:**

- C. The following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner:
1. Report dated April 12, 2024, prepared by Bowser Morner, Toledo, Ohio: "Soil Exploration; Proposed St. Marys Water Main St. Marys, Auglaize County, Ohio. The Technical Data contained in such report upon whose accuracy Contractor may rely are boring method, plan and logs; level of subsurface water; laboratory test methods and results, if any; and similar factual data, all as of the dates made.
    - a. Bowser Morner  
1419 Miami Street  
Toledo, Ohio 43605  
419-691-4800  
attn: Ahmad Rashid, PE  
arashid@bowser-morner.com
- D. The following drawings of physical conditions relating to existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities) are known to Owner:
1. None
- E. Contractor may examine copies of reports and drawings identified in SC 5.03.C and SC 5.03.D that were not included with the Bidding Documents at 4357 Ferguson Drive, Suite 220, Cincinnati, OH 45245 during regular business hours, or may request copies from Engineer.

*SC-5.03 Subsurface and Physical Conditions*

**SC 5.03 Delete Paragraph 5.03.A in its entirety and insert the following new paragraph in its place:**

- A. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

*SC-5.06 Hazardous Environmental Conditions*

**SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following new paragraphs in their place:**

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

**ARTICLE 6 – BONDS AND INSURANCE**

*SC-6.01 Performance, Payment, and Other Bonds*

**SC 6.01 Add the following new paragraph immediately after Paragraph 6.01.F:**

- G. The Contractor shall furnish a Performance Bond and a Maintenance and Guarantee Bond, each in the amount of at least 100% of the Contract Price as security for the faithful performance and payment of all Contractor's obligations.

*SC-6.02 Insurance – General Provisions*

**SC 6.02 Add the following new paragraph immediately after Paragraph 6.02.J:**

- K. The additional insured shall be:
1. The Owner; and
  2. The Engineer - Jones & Henry Engineers, Ltd.; and
  3. The Engineer's consultants; and
  4. Others if specifically required by special provision in the Contract Documents.

*SC-6.03 Contractor's Insurance*

**SC 6.03 Delete Paragraph 6.03.I of the General Conditions and substitute the following in its place:**

- I. General provisions: The policies of insurance required by these Paragraphs 6.03, 6.04 and 6.05 shall:

**SC 6.03 Delete Paragraph 6.03.J of the General Conditions and substitute the following in its place:**

- J. If an umbrella liability policy is used to satisfy the minimum limits of liability requirements, the combined limits must equal these minimum limits of liability.

**SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:**

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

<b>State:</b>	<u><b>Statutory</b></u>
Federal, if applicable (e.g., Longshoreman's):	<u>Statutory</u>
Jones Act coverage, if applicable:	
Bodily injury by accident, each accident	\$ <u>1,000,000</u>
Bodily injury by disease, aggregate	\$ <u>1,000,000</u>
Employer's Liability:	
Bodily injury, each accident	\$ <u>1,000,000</u>
Bodily injury by disease, each employee	\$ <u>1,000,000</u>
Bodily injury/disease aggregate	\$ <u>1,000,000</u>
For work performed in monopolistic states, stop-gap liability coverage shall be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	<u>Statutory</u>
Foreign voluntary worker compensation	<u>Statutory</u>

2. Contractor's Commercial General Liability under Paragraphs 6.03.B, 6.03.C and 6.04 of the General Conditions:

General Aggregate	\$ <u>5,000,000</u>
Products - Completed Operations Aggregate	\$ <u>5,000,000</u>
Personal and Advertising Injury	\$ <u>4,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>4,000,000</u>

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:	
Each person	\$ <u>2,000,000</u>
Each accident	\$ <u>2,000,000</u>
Property Damage:	
Each accident	\$ <u>2,000,000</u>
<i>[or]</i>	
Combined Single Limit of	\$ <u>4,000,000</u>
4. Excess or Umbrella Liability:	
Per Occurrence	\$ <u>5,000,000</u>
General Aggregate	\$ <u>5,000,000</u>
5. Contractor's Pollution Liability:	
Each Occurrence	\$ <u>1,500,000</u>
General Aggregate	\$ <u>1,500,000</u>
<input type="checkbox"/>	If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract
6. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following:	
7. Contractor's Professional Liability:	
Each Claim	\$ _____
Annual Aggregate	\$ _____
	_____

**SC-6.03 Add the following new paragraph immediately after Paragraph 6.03.K:**

L. During construction, the contractor shall maintain a Railroad Protective Liability Insurance policy naming R.J. Corman Railroad Company as insured with limits of \$2,000,000 per Occurrence and \$6,000,000 aggregate. **Addendum 1, August 13, 2024**

*SC-6.04 Owner's Liability Insurance*

**SC-6.04 Delete Paragraph 6.04.A and B of the General Conditions and substitute the following in its place:**

- A. The Contractor shall purchase and maintain during the entire term of this Contract one separate policy providing Owner's and Contractor's Protective Liability coverages. The named insured on this policy shall be:
  - 1. The Owner; and
  - 2. The Engineer - Jones & Henry Engineers, Ltd.; and
  - 3. Others if specifically required by special provision in the Contract Documents.
- B. The policy shall be provided on a form commonly referred to in the insurance industry as an "occurrence" type of policy form. (Claims made policy forms are not acceptable.)
- C. This insurance policy shall be a separate policy in addition to the coverage required in 6.03. No other insurance policy may substitute for or contribute to the coverage or limits afforded by this insurance policy, except a separate excess Owner's and Contractor's Protective Policy.
- D. This policy shall cover the total project and include explosion, collapse, and underground coverages for the entire Work provided by the Contractor and Subcontractors.
- E. The policy shall stipulate that the "designated Contractor" includes the Contractor and all Sub-contractors engaged in the Work.
- F. The original policy shall be submitted to and filed with the Owner or its designated representative.

*SC-6.05 Property Insurance*

**SC-6.05 Delete Paragraph 6.05 in its entirety and insert the following new paragraphs in its place.**

- A. Contractor shall provide either property insurance in the form of Builder's Risk or installation floater as appropriate for the work as required herein.
- B. Installation Floater: Contractor shall provide and maintain installation floater insurance for property under the care, custody, or control of Contractor. The installation floater insurance shall be a broad form or "all risk" policy providing coverage for all materials, supplies, machinery, fixtures, and equipment that will be incorporated into the Work. Coverage under the Contractor's installation floater will include:
  - 1. any loss to property while in transit,
  - 2. any loss at the Site, and
  - 3. any loss while in storage, both on-site and off-site.

Coverage cannot be contingent on an external cause or risk, or limited to property for which the Contractor is legally liable. The Contractor will be solely responsible for any

deductible carried under this coverage and claims on materials, supplies, machinery, fixture, and equipment that will be incorporated into the Work while in transit or in storage. This policy will include a waiver of subrogation applicable to Owner, Contractor, Engineer, all Subcontractors, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them.

- C. Builder's Risk: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
  2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
  3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
  4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
  5. extend to cover damage or loss to insured property while in transit.

6. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
  7. allow for the waiver of the insurer's subrogation rights, as set forth below.
  8. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
  9. not include a co-insurance clause.
  10. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
  11. include performance/hot testing and start-up.
  12. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
  13. include for the benefit of Owner loss of profits and soft cost coverage including, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, plus attorneys fees and engineering or other consultants' fees, if not otherwise covered;
  14. include, in addition to the Contract Price amount, the value of the following equipment and materials to be installed by the Contractor but furnished by the Owner or third parties:
    - a. **None**
- D. Notice of Cancellation or Change: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- E. Deductibles: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- F. Partial Occupancy or Use by Owner: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Contractor will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, provided they are substantially completed as provided in Paragraph 15.03., while those portions of the Work not yet occupied or used by Owner and those not substantially completed as provided in Paragraph 15.03. shall remain covered by the builder's risk insurance.



- G. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
    - a. In addition to Owner, Contractor, and all Subcontractors, include as insureds the following:
      - (i) The Engineer - Jones & Henry Engineers, Ltd.; and
      - (ii) The Engineer's consultants; and
      - (iii) Others if specifically required by special provision in the Contract Documents.
- H. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

## ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

### SC-7.02 Labor, Working Hours

#### SC-7.02.C. Add the following new paragraph immediately after Paragraph 7.02.B:

- C. Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

### SC-7.09 Taxes

#### SC 7.09 Add a new paragraph immediately after Paragraph 7.09.A:

**ARTICLE THE CONTRACTOR SHALL CONTACT THE OWNER'S PURCHASING AGENT WHO WILL ISSUE A CERTIFICATE EXEMPTING THE CONTRACTOR FROM PAYMENT OF SALES TAX ON ALL MATERIALS ENTERING INTO THIS CONTRACT. 9 – OWNER'S RESPONSIBILITIES**

*SC-9.13 Owner's Site Representative*

**SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:**

SC-9.13 Owner will furnish an "Owner's Site Representative" to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner's Site Representative is not Engineer's consultant, agent, or employee. Owner's Site Representative will be city employees. The authority and responsibilities of Owner's Site Representative follow: interpret construction plans and specifications, inspect work performed, direct changes necessitated by field conditions, act as liaison to the Owner and the Engineer, participate in construction meetings, oversee testing and other duties typically assigned to a Resident Project Representative.

**ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION**

*SC-10.03*

*SC-10.03 Project Representative*

- A. On this Project, by agreement with the Owner, Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

**ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

SC-

*SC-13.03 Unit Price Work*

**SC 13.03.E Delete Paragraph 13.03.E in its entirety and insert the following in its place:**

- E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
1. if the extended price of a particular item of Unit Price Work amounts to 5 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
  1. if there is no corresponding adjustment with respect to any other item of Work; and

2. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

#### **ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

##### *SC-14.02 Tests, Inspections and Approvals*

**SC 14.02.B Delete Paragraph 14.02.B in its entirety and insert the following in its place:**

- B. Contactor shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Contractor, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

#### **ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

##### *SC-15.01 Progress Payments*

**SC 15.01.A Add the following new subparagraph to Paragraph 15.01.A:**

1. Mobilization for Contractor and any tier of subcontractor(s) shall be considered collectively and shall not exceed 10 percent of the Contract Price. Mobilization shall be those costs associated with the initiation of the project and site work, including but not limited to, transporting of personnel, equipment, materials, supplies, incidental items; establishment of the field offices, temporary facilities necessary for the project, bonds and insurances, submittal requirements, permits, field supervision, final cleanup and demobilization. Mobilization does not include such items as, contract negotiations and bid preparation.
  - a. Where the work is covered by unit price and no item has been included for mobilization as defined in Section 01010., then this work is considered incidental to the work and will not be paid separately.
  - b. Where the work is covered by unit prices, and item(s) for mobilization, as described in Section 01010 have been included, the maximum allowable amount shall be ten percent of the aggregate of all items excluding mobilization. Where mobilization is included as multiple items, then the aggregate amount of all mobilization items shall not exceed the allowable 10 percent.
2. Costs for submittal requirements, field office and supervision, where identified separately in the schedule of values shall be considered for payment monthly. When the cost is a lump sum as submitted in accordance with 2.6, the monthly cost shall be established by dividing the lump sum by the number of monthly estimates based on the original contract time. No adjustments shall be made for any contract time extensions.

3. Mobilization shall be included in the progress payments, in accordance with the schedule of values and unit prices. When the work, excluding mobilization and inventory, has progressed to an amount equal to five percent or more of the contract price, then an amount of not more than 50 percent of the mobilization cost will be considered for inclusion in the progress payment. Prior to the established five percent, Owner may consider payment on invoices for bonds and insurances and permits; this amount shall be subtracted for the total amount from mobilization.

Up to an additional 40 percent of the mobilization cost will be considered for inclusion in the progress payments once the work, excluding mobilization and inventory, has progressed to an amount equal to 50 percent of the Contract Price. The remaining mobilization payment will be paid as part of the final payment.

*15.03 Substantial Completion*

**SC 15.03.B Add the following new subparagraph to Paragraph 15.03.B:**

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

END OF SECTION

**EXHIBIT 1**  
**WAGE RATES**



PAYROLL SUBMITTALS AND WAGE DETERMINATION

1. PAYROLL SUBMITTALS

Amended House Bill No. 1170 amended Section 4115.99 and enacted Section 4115.071 of the Revised Code to improve detection of violations of Ohio's Prevailing Wage Law. This Law is effective September 26, 1974.

Amended House Bill No. 1171 amended Sections 4115.04 and 411.05 of the Revised Code to require adjustments in the prevailing wage due to new collective bargaining agreements. This law is effective September 26, 1974.

Amended House Bill No. 1171 provided for an escalator in the prevailing wage rate. Each time a new prevailing wage rate is established by the Department of Industrial Relations, then the rate is required to be paid on all ongoing public improvement projects. Contractors shall include these escalators in his bid proposal. There will be no addition to a contractor's contract due to a new prevailing wage rate being provided. Refer to Revised Section 4115.05.

The following wage information shall be furnished to the Department of Administrative Services, Division of Public Works, Office of State Architect and Engineer.

- a) Every contractor or subcontractor who is subject to Laws pertaining to the wages and hours on Public Works projects shall, at the beginning of performance under the contract, submit the dates during the life of his contract when payments of wages to employees are to be made.
- b) Each contractor or subcontractor, within three weeks after each pay date, shall furnish a certified copy of his complete payroll for each date, exhibiting for each employee paid any wages, the employee's name, current address, social security number, number of hours worked each day during the pay period, the total for each week, his hourly rate of pay, his job classification, fringe payments, and deduction from his wages.
- c) The prime contractor shall be responsible for the submission of copies of payrolls of all subcontractors.
- d) The payroll submitted shall be executed by the prime contractor or subcontractor or a duly appointed agent thereof and shall recite that the payroll is correct and that the wage rates shown are not less than those required by the contract.

2. SECTION 4115.99 (A) Whoever violates Section 4115.08 or 4115.09 of the Revised Code shall be fined not less than twenty-five dollars or more than five hundred dollars. (B) Whoever violates Section 4115.071, 4115.10, or 4115.11 of the Revised Code shall be fined five hundred dollars for the first offense; for each subsequent offense such person shall be fined one thousand dollars.

3. WAGE DETERMINATION (Obtain wage rates prior to advertising)

The attached pages are Prevailing Rates of Wages as ascertained by the Department of Industrial Relations for this project as provided in Section 4115.03 through 4115.14 of the Ohio Revised Code.

**EXHIBIT 2**  
**FUNDING REQUIREMENTS**



**SECTION 01568  
POLLUTION CONTROL**

**PART 1 GENERAL**

**1.01 SCOPE**

- A. This Section includes the requirements for pollution control.

**PART 2 PRODUCTS**

**2.01 GENERAL**

- A. Dust palliatives shall conform to ODOT Item 616.

**PART 3 EXECUTION**

**3.01 GENERAL REQUIREMENTS**

- A. The Contractor is responsible to obtain and pay for NPDES Permit for storm water discharge
- B. The Contractor is responsible for following an erosion control plan in accordance with the requirements of the Clean Water Act, 33 USC Section 1251 et seq. and the OWPCA, ORC 6111.01 et seq. and related rules. The Contractor warrants and agrees that it is equipped to limit water pollution for its activity according to applicable Federal and State standards.
- C. It shall be the responsibility of the Contractor to prevent or limit pollution of air and water resulting from his operations.
- D. The Contractor shall perform Work required to prevent soil from eroding or otherwise entering onto all paved areas and into natural watercourses, ditches, and public sewer systems, and to prevent dust attributable to his operations from entering the atmosphere.
- E. Excess soil that is stockpiled shall be removed or regraded within 15 days of the completion of construction.
- F. If Work is suspended for any reason Contractor shall maintain the soil erosion and sedimentation controls in good operating condition during the suspension period. When suspension period will exceed one month the Contractor shall seed fertilize and mulch disturbed areas left exposed during work suspensions.

**3.02 STREETS, SIDEWALKS AND DRIVEWAYS**

- A. Streets, haul roads, and detours and bypass roads shall be swept by automatic self-contained sweepers.

- B. Excessive dirt on pavements shall be removed by means of hand shoveling or appropriate mechanical equipment and the area swept as directed above.
- C. Sidewalks and driveways shall be cleaned by means of shovels and hand brooms or appropriate mechanical equipment.
- D. Dust on unsurfaced streets or parking areas and any remaining dust on surfaced streets shall be controlled with calcium chloride dust palliative.
- E. The Contractor shall comply with the above requirements on a daily basis. If the Contractor fails to perform the above Work in a satisfactory manner, all Work, except cleanup operations, shall be stopped until the Contractor has complied with the above requirement.

### 3.03 EROSION AND SEDIMENT CONTROL

- A. The Contractor shall initiate appropriate vegetative practices on all disturbed areas to remain dormant (undisturbed) for more than 45 days within seven days.
  - 1. Such practices may include: temporary seeding, permanent seeding, mulching, matting sod stabilization, vegetative buffer strips, phasing and protection of trees.
- B. Permanent or temporary soil stabilization shall be applied to disturbed areas within seven (7) days after final grade is reached on any portion of the Site.
- C. When seasonal conditions prohibit the application of temporary or permanent seeding, non-vegetative soil stabilization practices, such as mulching and matting, shall be used.
- D. A stabilization construction entrance shall be provided to reduce vehicle tracking of sediment. The paved street adjacent to the Site entrance shall be swept a minimum of daily, or as needed, to remove any excess mud, dirt, or rock being tracked from the Site.
  - 1. Dust and sediment along any street due to construction on this Site is to be swept a minimum of once at the end of the day or as necessary to prevent a build-up of dust and soil on the pavement surface.
- E. Dump trucks hauling from the construction site shall be covered with a tarpaulin.
- F. No more than 200-feet of trench shall be open at any given time. Trench opening, laying of pipe, and backfilling should occur so as to minimize the amount of disturbed area.
- G. The Contractor shall minimize the width of his work area.
- H. Existing trees, shrubs, and other ground cover vegetation shall be preserved where possible. Tree removal will be limited to that necessary for construction and will be limited further to the permanent easement wherever possible. No tree removal will be permitted outside the temporary easement.
- I. Storm water runoff and natural stream flow shall be intercepted or diverted when originating upgrate away from the construction site so as to minimize the amount of flow over the construction site.

- J. All dewatering flows are to be settled in siltation basins or directed through filters before discharge to stabilized sites, such as stream or storm sewers, and not onto exposed soils, stream banks, or any other sites where the flow could cause erosion.
- K. When construction occurs near storm sewer inlets, erosion control measures such as inlet filters or hay bales shall be used to prevent silt from entering the storm sewers.
- L. The clean-up and disposal of excess excavated material shall be done as soon as practical after laying of the pipe. However, clean-up work shall not fall behind the pipe laying more than 500-feet. Should the Contractor not keep his clean-up within the aforementioned distance, Work shall stop until the clean-up work is accomplished.

### 3.04 SEDIMENT CONTROL

- A. Contractor shall control erosion and trap sediment from all sites remaining disturbed for more than 14 days. Such practices shall include among others, sediment traps, sediment basins, silt fences, and storm drain inlet protection. Silt Fence fabric shall be ODOT Item 712.09 type C Geotextile Fabric.
- B. Timing - Sediment control structures shall be functional throughout earth-disturbing activity. Sediment ponds and perimeter sediment barriers shall be implemented as the first step of grading and within seven days from the start of grubbing. They shall continue to function until the upslope development area is restabilized.
- C. Settling Ponds - Concentrated storm water runoff from disturbed areas flowing at rates which exceed the design capacity of sediment barriers shall pass through a sediment settling pond. The facility's storage capacity shall be 67 cubic yards per acre of drainage area.
- D. Sediment Barriers - Sheet flow from runoff from denuded area shall be intercepted by sediment barriers. Sediment barriers, such as sediment fences or diversions directing runoff to settling facilities, shall protect adjacent properties and water resources from sediment transported by sheet flow.
- E. Other erosion and sediment control practices shall prevent sediment-laden water from entering drain systems, unless the storm drain system drains to a settling pond. These practices shall divert runoff from distributed areas and steep slopes where practicable and stabilize channels and outfalls from erosive flows.

### 3.05 CONSTRUCTION OF SLOPES

- A. The Contractor shall comply with the following requirements when working on slopes exceeding 4:1.
  - 1. The pipeline shall be constructed during dry weather, low flow periods as determined by the Engineer. The construction time for this Work shall be limited to the shortest time possible in order to minimize environmental impacts.

2. Construction equipment shall be limited to trenching equipment or rubber tired backhoes in order to prevent soil erosion and maintain slope stabilization.
3. Biodegradable mesh shall be used for slope stabilization. The mesh shall cover the entire width of disturbed ground.
4. The trench shall be backfilled immediately after installation of the pipe. The disturbed areas shall be graded, seeded, and mulched within 24 hours after backfilling. The Contractor shall maintain all seeded and mulched areas in accordance with the specifications until final acceptance of the Work.
5. The Contractor shall place straw or hay bales at the base of the slopes for sedimentation control. The bales shall be placed prior to construction of the pipeline and shall remain until final seeding has germinated and become established.

### **3.06 STREAM CROSSING**

- A. Prior to the onset of any stream crossing silt barriers shall be placed along banks, where vegetation and trees are removed, or soil will be exposed.
- B. A stream crossing shall not commence until Contractor is prepared to complete the Work in a continuous operation. Once started the Work in the stream shall be continued until it is completed.
- C. Construction of the stream crossings shall occur only during dry weather low-flow periods. Wherever possible, use of heavy equipment during crossing construction is to be restricted to the stream bank and is not to be permitted in the stream channel.
- D. The width of stream banks disturbed in constructing a stream crossing shall be limited to the width of the trenching machine.
- E. Immediately after the conduit and any required concrete encasement is in place, the re-establishment of channel contours and bank stabilization shall commence. The stream crossing and associated restoration shall be completed within 48 hours of initiation.
- F. To minimize erosion, the Work of clearing, grading, excavation, pipe installation, backfilling, erosion protection, final cleanup and all other Work within 50-feet of the stream shall be performed immediately following installation of the Work within the stream.
- G. Construction equipment shall be kept out of the stream channel whenever possible.

### **3.07 PROHIBITED CONSTRUCTION ACTIVITIES**

- A. Disposing of excess or unsuitable excavated material in wetlands or floodplains, even with the permission of the property owner.
- B. Locating stockpile storage areas in environmentally sensitive areas.
- C. Indiscriminate, arbitrary, or capricious operation of equipment in any stream corridors, any wetlands, any surface waters, or outside the easement limits.

- D. Pumping of sediment-laden water from trenches or other excavations directly into any surface waters, any stream corridors, any wetlands, or storm sewers; all such water will be properly filtered or settled to remove silt prior to release.
- E. Discharging pollutants such as chemicals, fuels, lubricants, bituminous materials, raw sewage and other harmful waste into or alongside of rivers, streams, impoundments, or into natural or man-made channels leading thereto.
- F. Permanent or unspecified alteration of the flow line of any stream.
- G. Damaging vegetation outside of the construction area.
- H. Disposal of trees, brush, and other debris in any stream corridors, any wetlands, any surface waters, or at unspecified locations.
- I. Open burning of project debris without a permit.
- J. Discharging injurious silica dust concentrations into the atmosphere resulting from breaking, cutting, chipping, drilling, buffing, grinding, polishing, shaping or surfacing closer than 200 feet to places of residences or places of human occupation.
- K. Storing construction equipment and vehicles and/or stockpiling construction materials on property, public or private, not previously specified on the Drawings or not authorized by the Owner or Engineer for such purpose.
- L. Running well point or pump discharge lines through private property or public property and rights-of-way without the written permission of the property owner and the consent of the Engineer.

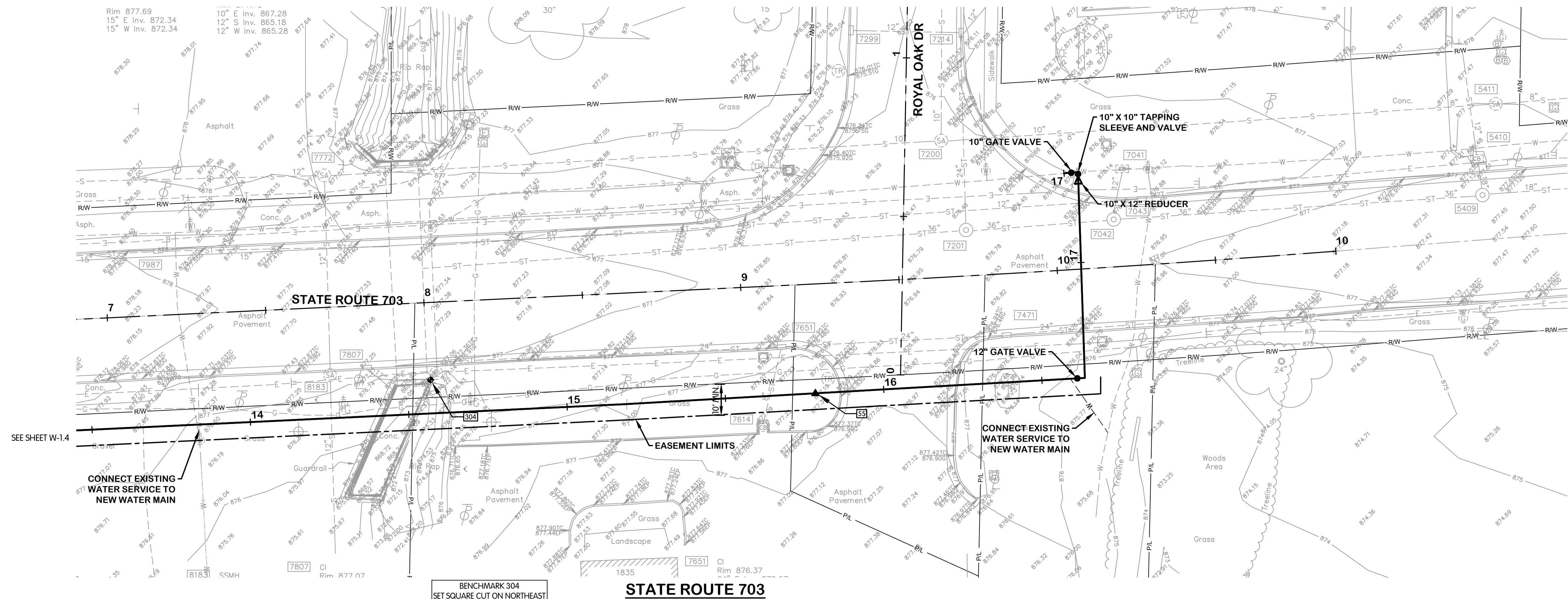
#### **PART 4 SPECIAL PROVISIONS**

##### **4.01 STORM WATER POLLUTION PREVENTION PLAN (SWPPP)**

- A. The Drawings show recommendations for pollution prevention measures to be provided. The measures shown on the drawings shall be considered the minimum level of pollution prevention.
- B. The Contractor shall adhere to the SWPPP in accordance with OEPA Guidelines.
- C. The SWPPP shall be updated and maintained throughout the Work.
- D. A copy of the SWPPP shall be available at the Site's construction office.
- E. ~~The Owner has submitted the Notice of Intent (NOI) for the Work. The Contractor shall apply for coverage as a co-permittee.~~ **Addendum 1, August 13, 2024**

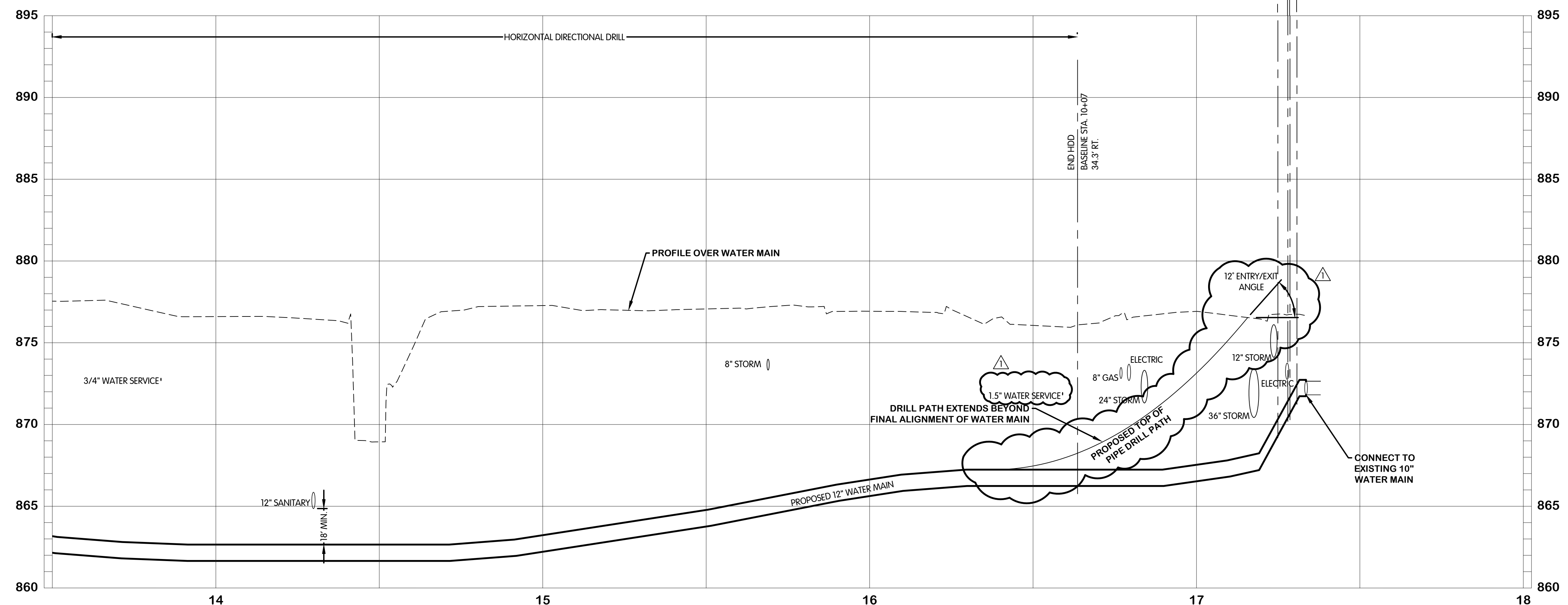
END OF SECTION

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NOTES:  
 CONNECTION OF EXISTING WATER SERVICES TO NEW MAIN SHALL INCLUDE NEW CURB STOP AND CURB BOX PROVIDED BY THE CONTRACTOR

BENCHMARK 304  
 SET SQUARE CUT ON NORTHEAST CORNER OF WING WALL  
 EL 876.96



12" GATE VALVE BASELINE STA. 10+08 30.0' LT. 10" X 12" REDUCER BASELINE STA. 10+08 26.9' LT.	10" X 10" X 12" TEE BASELINE STA. 10+09 30.6' LT. 10" GATE VALVE BASELINE STA. 10+06 30.5' LT.
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STATE ROUTE 703 PLAN AND PROFILE STA 13+50 TO 18+00  
 CITY OF ST. MARYS, OHIO  
 VILLA NOVA WATER MAIN EXTENSION

NO.	1	2	3	4	5
DATE					
ADDENDUM					
REVISIONS					
ISSUED FOR BID					

Jones & Henry  
 Engineers, Ltd.  
  
 Fluid thinking.  
 www.JHeng.com

JOB NO.	387-8160.001
SCALE	1" = 20' HOR. 1" = 4' VERT.
DESIGNED	CDS
DRAWN	CDS
CHECKED	RNK
STATUS	ISSUE FOR BID
DATE	8/01/2024

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