

**SPECIFICATIONS & CONTRACT
DOCUMENTS
FOR
FLOORING IMPROVEMENTS FOR PAYNE
RECREATION CENTER (PHASE II)**



CITY OF MORaine, OHIO

MONTGOMERY COUNTY

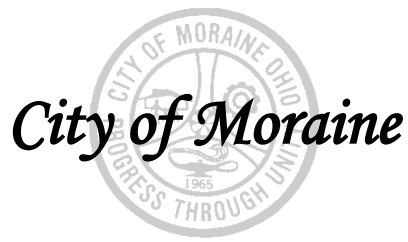
Bid Opening – Tues., March 15, 2016

10:00 a.m.

www.ci.moraine.oh.us

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4200 Dryden Road • Moraine • Ohio • 45439-1495 • Administrative (937) 535-1000 • Fax (937) 535-1297
www.ci.moraine.oh.us

LEGAL NOTICE

ADVERTISEMENT FOR BIDS

The City of Moraine will receive sealed bid proposals for **FLOORING IMPROVEMENTS FOR PAYNE RECREATION CENTER (PHASE II)** until **Tuesday, March 15, 2016, at 10:00 a.m.** local time, at the Moraine Municipal Building, 4200 Dryden Road, Moraine, Ohio, at which time and place they will be publicly opened and read aloud.

Copies of specifications, proposal, and contract forms are available on the City's website:

www.ci.moraine.oh.us

The proposal must be made on the forms provided in the Contract Documents, or a copy thereof, with a price quoted for the proposed work. City Council reserves the right to accept or reject any or all proposals, to waive any informalities or irregularities in the bids received, or to accept any proposal which is deemed most favorable to the City of Moraine.

David Hicks, City Manager

Advertised: March 2 and 9, 2016

BIDDING INFORMATION

All bids must be submitted on forms hereinafter provided. Bids must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the bid form.

Bid documents, including the Bid and the Bid Guaranty shall be submitted in a sealed envelope, marked with Bidder's return address, and shall be addressed as follows:

TO: David Hicks
City Manager
City of Moraine
4200 Dryden Road
Moraine, OH 45439

Bid Documents for:

Flooring Improvements for Payne Recreation Center (Phase II)

Bid Opening: Tuesday, March 15, 2016, 10:00 a.m.

BID BOOKS MUST BE RETURNED AS RECEIVED. PROPOSAL SHEETS ONLY WILL NOT BE ACCEPTED AS A COMPLETE BID.

No Bidder may withdraw his bid after the specified time of the opening of the bids.

CONTRACTOR'S ALERT

REMINDER

If you are the successful bidder for work on any state, county, township, municipal corporation, school district, or other political subdivision of the State of Ohio, please keep in mind that if after award of the contract you are required to perform additional work as a result of the enactment or amendment of any statutes, ordinances, and regulations, including but not limited to those dealing with prevention of environmental pollution, then Contractor is entitled to a change order for the cost of said additional work plus reasonable profit and the City of Moraine must issue a change order describing said additional work to Contractor.

NOTE: Contractor is not entitled to payment until an approved change order has been issued.

INSTRUCTIONS TO BIDDERS

1. Each proposal shall be signed with the full name and business address of each interested company and shall be accompanied by a security bond issued by a bonding company authorized to do business in the State of Ohio, or by a certified check on a solvent bank in the amount of ten percent (10%) of the amount of the submitted main contract proposal. Bond or certified check must be payable to the City of Moraine as a guarantee that if the proposal is accepted, a contract will be executed and its performance secured by a satisfactory bond in the amount of one hundred percent (100%) of the contract price or irrevocable letter of credit.
2. Bid Documents include the Bidding Requirements and the proposed Contract Documents. Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, and contract forms. The proposed Contract Documents consist of the form of Agreement between City of Moraine and Contractor, Conditions of the Contract (General, Supplemental and other provisions), Specifications, and all Addenda issued prior to execution of this Contract.
3. The Bidder, by making a Bid, represents that:
 - A. The Bidder has read and understands the Bidding Documents and the Bid is made in accordance therewith.
 - B. The Bidder has read and understands the Bidding Documents or contract documents to the extent that such documentation relates to the work for which the Bid is submitted.
 - C. The Bidder has visited the site, become familiar with local conditions under which the work is to be performed and has correlated the Bidder's observations with the requirements of the proposed Contract Documents.
 - D. The bid is based upon the materials and proper installation of materials as required by the Bidding Documents without exception.
4. Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and bidders shall not rely upon them.
5. Addenda
 - A. Addenda will be mailed or delivered to all who are known by the issuing office to have received a complete set of Bidding Documents.
 - B. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

- C. No Addenda will be issued later than four days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which postpones the date for receipt of Bids.
- D. Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and Bidder shall acknowledge their receipt in the Bid.

6. Substitutions

No substitutions of materials and products or installation procedures will be accepted.

7. Bidding Procedures - Form and Style of Bids

- A. Bids shall be submitted on forms identical to the form included with the Bidding Documents.
- B. All blanks on the bid forms shall be filled in by typewriter or manually in ink.
- C. Where so indicated by the makeup of the bid forms, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.
- D. The signer of the Bid must initial alterations and erasures.
- E. Each copy of the Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, partnership, corporation or other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the State of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the bidder.
- F. Each Bid shall be accompanied by a bid security in the form and amount required by Section 153.54 O.R.C., pledging that the Bidder will enter into a Contract with the City of Moraine on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the contract and payment of all obligations arising therefrom. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the City of Moraine as liquidated damages, not as a penalty.
- G. The City of Moraine will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

8. Bidding Procedures - Submission of Bids

- A. All copies of the Bid, the bid security, if any, and other documents required to be submitted with the Bid (including but not limited to the Contractors Experience Statement and supporting documents) shall be enclosed in a sealed envelope. The envelope shall be addressed as specified on page four (4) of this packet, and shall be identified with the Project name, and the Bidder's name and address. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.
- B. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.
- C. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- D. Oral, telephonic or telegraphic Bids are invalid and will not receive consideration.
- E. A bid must remain open for acceptance for a period of sixty (60) days from the date of bid opening. A bid may be extended thereafter upon the mutual agreement of the City of Moraine and Bidder.
- F. Bids, unless otherwise provided herein, are subject to the Public Records Law, Section 149.43 of the Ohio Revised code. Copies of bid responses must be requested and will be provided within a reasonable time period.

9. Bidding Procedures - Modification or Withdrawal of Bid

- A. A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.
- B. Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or be telegram. If by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.
- C. Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.
- D. Bid security shall be in an amount sufficient for the Bid as modified or resubmitted.

10. The City of Moraine is soliciting bids pursuant to the bid process. If the City of Moraine awards a Contract it shall be to the lowest responsive responsible Bidder provided the Bid has been submitted in

accordance with the requirements of the Bidding Documents. The City of Moraine shall have the right to waive informalities or irregularities in a Bid. The City of Moraine shall have the right to reject any or all Bids, reject a Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or reject a Bid which is in any way incomplete or irregular.

11. Bidders to whom award of a Contract is under consideration shall have completed prequalification for the Contractor Qualification Statement and Experience Statement.
12. Persons and entities proposed by the Bidder and to whom the City of Moraine and Superintendent have made no reasonable objection must be used on the work for which they were proposed and shall not be changed except with the written consent of City of Moraine Superintendent.
13. The Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising therefrom.
14. **BID BOOKS MUST BE RETURNED AS RECEIVED WITH APPROPRIATE SHEETS COMPLETED. PROPOSAL SHEETS ONLY WILL NOT BE ACCEPTED AS A COMPLETE BID.**
15. The Contract shall be awarded to the lowest, responsible and responsive Bidder who meets or exceeds the requirements specified in the Contract Documents. The City of Moraine shall award a Contract within a reasonable period of time after bid opening. The City of Moraine reserves the right to extend all term contracts thirty (30) days beyond the contract expiration date.
16. The Contractor, as a term of the Contract, shall comply with Civil Rights Act of 1964, the Federal Rehabilitation Act of 1973, and any and all applicable federal executive orders, any and all applicable Ohio governor executive orders, and any and all other statutes, rules and regulations pertaining to non-discrimination. The Contractor further agrees that he is in compliance with the non-discrimination, affirmative action requirements of Ohio Revised Code Section 125.111.
17. **This is a prevailing wage job and the successful bidder must comply with all applicable laws, rules and regulations applicable thereto.**
18. **The estimate for the work is: \$100,000.00.**
19. Liquidated damages have been set at \$100.00 per day for each day the work remains uncompleted beyond the Completion Date of thirty one (31) days after the Commencement Date.

GENERAL PROVISIONS, SPECIFICATIONS & REQUIREMENTS

SECTION 1. SUMMARY OF WORK

1. General. The work for this project consists of providing all labor, materials, tools, and equipment necessary to perform the project – Payne Recreation Center Flooring Improvements (Phase II).
2. Safety. The Contractor shall comply with all federal, state, and local regulations for all safety, fall protection, and fire protection.
3. Plans and Specifications.
 - a. The plans and specifications are intended to depict the general intent of the work in scope, layout, and quality of workmanship, and are not intended to show or describe in detail every and all trade details and accessories necessary for proper completion of the work. It is understood, however, that such trade details and accessories are of the essence in the contract and shall be provided at no extra cost to the City of Moraine.
 - b. Flooring specifications and finishing (minimums)
Refer to available Project Drawings prepared by Champlin Architecture (2/24/2016) for all details including floor finishing descriptions, colors, types, manufacturer, etc. **Contractor is responsible for calculating quantities of materials to be installed and verifying all dimensions.**
 - c. Contractor to provide slab moisture testing to be conducted to meet installation requirements by the manufacturer(s).
2. Inspection. All work shall be subject to inspection and approval by City of Moraine and its representatives.
3. Site Investigation. It is the responsibility of the Contractor to verify and reconcile all work as specified with conditions at the sites before proceeding with the work.

SECTION 2. APPLICATION FOR PAYMENT

All applications for payment in accordance with Ohio Revised Code Section 153.12 shall be submitted to the City of Moraine's finance office. The Contractor is cautioned that a complete breakdown of labor and materials will be required in order to comply with the law (Schedule of Values).

SECTION 3. TAXATION

The City of Moraine is exempt from federal excise taxes and all state and local taxes unless otherwise provided herein. The City of Moraine does not agree to pay any taxes on commodities, goods, or services acquired from any vendor. Contractor is subject to all applicable taxes including City Income Tax withholding requirements.

SECTION 4. PREVAILING WAGE RATES

Prevailing wage payment is required on this project, per wage determination rates applicable in Montgomery County, Ohio.

SECTION 5. WORK SEQUENCE

1. City of Moraine's Responsibilities
City of Moraine will move all furniture and other items in advance for work areas scheduled and as the work progresses.
2. General. The Contractor must plan to staff and manage the project at the Commencement Date **no later than Saturday, May 14, 2016**.
 - a. The Contractor shall sequence his work in such a manner that the project will be completed within the time allotted. The Contractor agrees that time is of the essence, and that if the Contractor neglects, fails, or refuses to complete the work within the allotted time as stated in the Proposal, or fails to secure an extension of time for delays, said Contractor does hereby agree to pay to the City of Moraine the amount of One Hundred Dollars (\$100.00) for each calendar day beyond the stated completion date, as determined by the aforesaid date of completion, and as mutually agreed to in writing and signed by City of Moraine and Contractor. This is not a penalty, but is for liquidated damages for such breach of contract.
 - b. Extensions of time may be granted to the Contractor for delays beyond the Contractor's control, such as severe or unusual climatic conditions, acts of God, or industrial conditions not foreseeable before the bid date.
 - c. The Contractor shall submit proposed schedule showing start and completion dates of major work, including phasing diagram.

SECTION 6. APPLICABLE CODES

Code Compliance. All work in connection with this project shall comply with the Ohio Basic Building Code and such other federal, state and local laws as may pertain to this type of work. No work shall knowingly be installed in violations of the referenced codes.

SECTION 7. MANUFACTURER'S LITERATURE

Contractor shall submit one (1) copy of manufacturer's literature concerning proposed materials, product care and maintenance.

SECTION 8. WORKMANSHIP AND QUALITY CONTROL

1. Workmanship. Throughout the project, workmanship shall conform to the best standards of the trade. The Contractor shall at all times keep a competent foreman on the job, shall give the work his best skill and attention and shall fully cooperate and confer with the City of Moraine's representative in order that the best possible work can be obtained. All laborers employed on this project must be trained,

skilled, and competent to do the work to which they are assigned. Refer to Prequalification of Bidders for Procurement and Contracting Documents.

2. Quality Control. The Contractor and his foreman shall be totally responsible for the quality of the work. The City of Moraine representative will make periodic visits of the site to familiarize himself with the general progress and quality of the job.

SECTION 9. TEMPORARY FACILITIES AND CONTROL

1. Temporary storage of material and equipment. A limited material storage and staging area will be assigned by the City of Moraine.
2. Electricity. Electricity will be made available by the City of Moraine. The Contractor shall provide all necessary extension cords and shall guard against overloading of existing circuits.
3. Barricades and openings. The Contractor shall provide barricades and adequately protect places that may be dangerous, and shall at all times keep the barricades in good repair.

SECTION 10. TEMPORARY STAGING, SAFETY DEVICES

1. General. Provide, erect, maintain all staging, platforms, temporary runways, temporary flooring, guards, barriers, railings, stairs, etc., as to provide the work and as required by local and state codes or laws for the protection of workmen and the public. The construction, inspection and maintenance of the above items shall comply with all safety codes and regulations, including fire safety, as applicable to the project. Temporary devices are to be removed at job completion.
2. Special protection and warning signs are required at the **Payne Recreation Center**.

SECTION 11. CONTRACTOR'S INSURANCE

The Contractor and/or subcontractor on this work will be required to maintain during the life of this Contract, the comprehensive commercial insurance listed below, and approval of the insurance by the City of Moraine shall not relieve or decrease the liability of the Contractor hereunder. The Contractor shall hold the insurance listed below to protect the City of Moraine and authorized representatives from all claims incurred by the action(s) of the Contractor and/or subcontractors in completion of this work.

1. Compensation and Employees' General Liability Insurance

The Contractor shall procure and shall during the life of this Contract hold Workers Compensation coverage for all of Contractor's employees to be engaged in work under this Contract; and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation coverage for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's Workers Compensation coverage. The Employees Liability limit shall be as provided by statutory requirements of the State. In case any class of employees is engaged in hazardous work protected under the Workers Compensation statute, the Contractor shall provide and shall cause each subcontractor to provide Employer's General Liability Insurance for the protection of such of his employees not otherwise protected.

2. Public Liability and City of Moraine's or Contractor's Protective Insurance

The Contractor shall take out and maintain this type of insurance and shall require any of his subcontractors performing work covered by the Contract to do the same in order to protect themselves from claims for damage to property which may arise from operations under this Contract, whether such operations be by Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them.

- a. (Comprehensive) Automobile Liability Coverage:
 - i. Bodily injury including wrongful death in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for each person and One Million Dollars (\$1,000,000.00) for each accident.
 - ii. Property damage in an amount not less than One Hundred Thousand Dollars (\$100,000.00) for each accident.
- b. (Comprehensive) General Liability Coverage:
 - i. Bodily injury including wrongful death in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for each person and One Million Dollars (\$1,000,000.00) for each accident, and
 - ii. Property damage in an amount not less than One Hundred Thousand Dollars (\$100,000.00) for each accident, and an aggregate liability of Two Hundred Fifty Thousand Dollars (\$250,000.00).

3. Scope of Insurance and Special Hazards

The insurance required under Section 11 hereof shall be primary insurance and provide adequate protection for the City of Moraine, its elected officials, employees, or volunteers, Contractor and subcontractor respectively, against damage claims which may arise from operations under this Contract, whether such operations by the insured or by anyone directly or indirectly employed by contractor, and also against any of the special hazards which may be encountered in the performance of the Contract. Each of the aforesaid policies shall include the City of Moraine as named insured and will provide that such policy will not be canceled until after the City of Moraine shall have been given twenty (20) business days written notice of the proposed cancellation. Contractor's insurance shall be the primary insurance, and any insurance maintained by City of Moraine, its elected officials, employees, or volunteers shall be excess to the Contractor's insurance and shall not contribute to it.

Contractor agrees to hold City of Moraine harmless and indemnify City of Moraine, its elected officials, employees, and volunteers for any and all claims resulting from the actions of the Contractor, its officials, employees, volunteers, and any subcontractors.

SECTION 12. MATERIAL AND EQUIPMENT

- 1. Materials. All materials shall be, except where specifically noted, new, without defects, and of type, size and characteristics shown on the specifications of hereinafter specified. All manufactured materials or equipment shall bear the identification mark of the manufacturer, and, if required by the City of Moraine, shall be certified by an approved testing laboratory.

SECTION 13. CLEANING

1. General. The Contractor shall be fully responsible for keeping the worksite and adjoining areas free at all times from accumulations of all waste materials, rubbish, debris, used materials, tools, etc. caused by this work.
2. Frequency of cleaning. Combustible waste materials such as paper and cardboard wrappings and crates shall be removed from the premises on a daily basis or stored in closed containers. A dumpster is located in the east parking lot. Adjacent spaces are occupied areas. Dust control, debris removal, and proper material transport are musts.
3. City of Moraine's equipment or facilities: City of Moraine's equipment or facilities may be used for trash accumulation but not for hauling away scrap materials from the premises without the City of Moraine's written approval.

SECTION 14. PROTECTION OF BUILDING AND CONTENTS

1. The building and offices will remain operational as much as practicable during flooring installation.
2. The Contractor shall at all times provide all labor and materials to protect the buildings and their contents against damage from his operation. The Contractor shall, as directed by the Superintendent, either replace with new or pay others to repair all damages to finished surfaces due to rough handling, negligence or failure to adequately protect such surfaces and equipment during work.
3. Smoking is prohibited inside all Moraine buildings. Designated smoking areas are located outside each building away from entrance doors.

SECTION 15. GUARANTEES

1. Manufacturer's warranty for material. Contractor is to provide a manufacturer's warranty on each type of flooring according to manufacturer's specifications, including wear and static warranties.
2. The Contractor shall warrant labor for two (2) years on all items installed and not covered by the manufacturer's warranty.

SECTION 16. BREACH OF CONTRACT

1. When the Contractor fails to perform his contract obligations or refuses to correct problems identified by City of Moraine, or fails to perform with diligence and adequate force as required to complete the contract in a timely manner, Contractor will be declared to be in breach of contract.
2. The Contractor shall be given a written notice of his breach of contract by the City of Moraine. The notice will clearly state the performance problems that need to be corrected. The notice will be sent certified mail.

3. The Contractor shall begin his corrections within ten (10) calendar days. If the problems have not been corrected or good faith efforts have not been made within either ten (10) calendar days or another agreed upon time period, the City of Moraine may declare the Contractor in default.
4. The City of Moraine may recover from the Contractor who fails to promptly provide conforming articles, any incidental or consequential damages in Section 1302.89 of the Ohio Revised Code incurred by the City of Moraine in promptly obtaining the conforming articles.

SECTION 17. TERMINATION FOR CAUSE – DEFAULT

1. When a Contractor is declared to be in default, a written Notice of Default will be faxed and sent certified mail to the Contractor and the contract will be terminated. Once the Contractor has been defaulted and the contract is terminated, the Contractor shall cease all work or deliveries. Further, all pay estimates or invoices shall cease until the City of Moraine conducts a final accounting.
2. The department may take possession of all materials, supplies and equipment at the project or those stored off site for which the City of Moraine has paid the Contractor. The City may complete the work by such means as it deems appropriate. The City may also purchase, on the open market, any materials or supplies that have not been delivered by the Contractor.

SECTION 18. CANCELLATIONS

1. Any contract awarded as result of this proposal may be canceled by the City of Moraine after the expiration of sixty (60) days from the effective date of the contract by giving thirty (30) days written notice of intent to cancel to the other party. However, in the event that services/materials supplied by the Contractor do not meet the terms/specifications in this bid package, the City of Moraine reserves the right to cancel this Contract immediately.
2. The City of Moraine may cancel this Contract immediately by written notice to the Contractor if a petition in bankruptcy or similar proceeding has been filed by or against the Contractor.
3. Any Contract awarded in error may be rescinded at the City of Moraine's discretion.

SECTION 19. INDEMNIFICATION

The Contractor shall defend, indemnify, and hold harmless the City of Moraine, its employees, elected and appointed officials and agents, for any and all claims, damages, lawsuits, costs, judgments, expenses, or any other liabilities which arise as a result of the services performed by the Contractor or his employees or agents which are in any way connected with or based upon services rendered in performance of the Contract.

SECTION 20. CLOSE OUT INFORMATION

1. This section summarizes actions to be taken or submittals to be completed by Contractor before final payment. Additional information on these items may be obtained from the Superintendent and in applicable parts of the specifications.
2. Basic items. (required for all flooring materials)

- a. Punch list itemizing final corrections, and certifying that all work was completed.
- b. Copy of manufacturer's warranties.
- c. Guarantees/warranty from Contractor.

PROPOSAL for
FLOORING IMPROVEMENTS FOR PAYNE RECREATION CENTER (PHASE II)

The undersigned _____ having carefully reviewed specifications of materials and work proposed to be performed, and having also carefully examined the "Instructions to Bidders," "Form of Contract," General Provisions," and specifications which shall govern the work to be done; NOW PROPOSES to furnish any and all materials, tools, labor, transportation, machinery, appliances and/or necessary appurtenances, and to prosecute to full completion the work called for under the Contract Documents **within thirty-one (31) consecutive calendar days after the Commencement Date**, all upon the terms and the conditions and provisions set forth in the "Instructions to Bidders," "Form of Contract," "Contract Bond," "General Provisions," and specifications of this Proposal; and in consideration thereof to accept from the City of Moraine as full payment for the completion of each specified item and any required maintenance thereof as hereinafter provided, the price quoted for each item for work completed, the price of labor and materials to be stated separately.

It is understood and agreed that the "Estimated Quantities" upon which this Proposal is based are approximate only; that they shall be used in determining the total amounts of bids for the purpose of determining the lowest and best bidder; that they may be increased or diminished at the option of the City of Moraine during the term of the Contract; and that if awarded the Contract, the undersigned shall not be entitled to any claim or loss of profits or other damages should the actual quantities of any or all items prove to be greater or less than that stated in the column "Estimated Quantities."

The undersigned _____ agrees that the City of Moraine reserves the right to reject any or all bids, to waive any informalities or irregularities in the bids received, and to accept that bid which is considered lowest and in the best interest of the City of Moraine, Ohio.

The undersigned _____ agrees that if this Proposal shall be accepted, he will be prepared to discuss with the City of Moraine in detail any matters relating to special features and the methods he proposes to follow for the general conduct of the work; that he will, within ten (10) days after "Notice of Award," complete the Contract Form with the City of Moraine for the performance of the work and furnish Contract Bond in an amount not less than one hundred percent (100%) of the total bid amount, and with sureties subject to the approval of the City of Moraine, as a guarantee of the faithful performance of his Contract; and that he will also submit the required insurance policies.

The undersigned _____ hereby agrees, in accordance with the Specifications and this Proposal, to complete all work as shown or as specified **within thirty-one (31) consecutive calendar days** from the date work begins or such extensions thereto as may be approved; and that the City of Moraine may retain from the monies which may be due, an amount of liquidated damages for each and every calendar day the completion of the work may be delayed beyond the time herein stipulated.

The undersigned _____ hereby certifies that no person interested in this Proposal is directly or indirectly interested in or connected with any other bid or proposal for the said work and no member of the City of Moraine or any other person in the employ of said City is directly

or indirectly interested therein, or in any portion thereof, and he will, if required by the City of Moraine, execute and submit from himself as Principal Contractor and from any Subcontractor, the non-collusion affidavit as provided herein.

Signed at _____ this _____ day of _____,
2016.

Company: _____

By: _____

Title: _____

Official Address:

(Telephone Number)

BASE BID: \$ _____

Proposal Price Sheet
Flooring Improvements for Payne Recreation Center

Item No.	Description	Quantity	Unit	Unit Price	Total Cost
Base Bid	2 nd Floor – per architectural drawings by Champlin Architecture (2/24/2016)				
Alternate 1	per drawings				
Alternate 2	per drawings				
Alternate 3	per drawings				
TOTAL					\$

BID GUARANTY AND CONTRACT BOND

(ORC 153.571)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____,

as Principal, and _____, as Surety are hereby held and firmly bound unto the *City of Moraine* as Obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on _____ to undertake the Project known as

FLOORING IMPROVEMENTS FOR PAYNE RECREATION CENTER (PHASE II).

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee. In no case shall the penal sum exceed the amount of _____ dollars (\$_____). (If the preceding line is left blank, the penal sum will be the full amount of the Principal's bid. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, 20____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal has submitted a bid for

FLOORING IMPROVEMENTS FOR PAYNE RECREATION CENTER (PHASE II)

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within ten (10) days after award of the contract enters into a proper contract in accordance with the bid, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID _____ shall well and faithfully do and perform the things agreed by the *City of Moraine, Ohio* to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any material supplier or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force

and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

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

Principal:

Surety:

Company Name

Company Name

Address

Address

City, State, Zip

City, State, Zip

Signature

Signature

Print

Print

Title

Title

NON-COLLUSION AFFIDAVIT

STATE OF _____

SS:

COUNTY OF _____

_____, being first and duly sworn, deposes and says that he/she is

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

of _____, the party making the foregoing proposal or bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public in and for

_____ County, Ohio

My commission expires _____

AFFIDAVIT

Regarding payment of Montgomery County Personal Property Taxes
(Bidder to fill and execute either Part A or Part B)

STATE OF: _____,

SS):

COUNTY OF: _____,

A. That _____, being duly sworn, affirms that as of
_____, 20____, _____ is not charged with any delinquent
personal property taxes on the general tax list of personal property of Montgomery County, Ohio.

Bidder

B. That _____, being duly sworn, affirms that
_____ is currently charged with Montgomery County delinquent
personal property taxes in the amount of \$_____ with interest in the amount
of \$_____ and penalties in the amount of \$_____, due
said Montgomery County, Ohio

Bidder

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public in and for

My commission expires:

_____ County, _____

NOTE: If this statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the Director of Finance to the County Treasurer within 30 days of the date it is submitted.
NOTE: A copy of this statement shall be incorporated into the contract, and no payment shall be made with respect to said contract unless such statement has been incorporated as a part thereof.

AFFIDAVIT

(To be filled in and executed if the Contractor is a Corporation)

STATE OF _____

SS:

COUNTY OF _____

_____, being duly sworn, deposes and says that he/she is Secretary of
, a corporation organized and existing under and by virtue of the laws of the State of _____ and
having its principal office at

_____, _____, _____
Number and Street City County

_____. Affiant further says that he is familiar with the records, minute books and
State

by-laws of _____, Affiant further says that _____,
Name of Corporation Name of officer

_____, of the corporation is duly authorized to sign the contract for

FLOORING IMPROVEMENTS FOR PAYNE RECREATION CENTER (PHASE II)

for said corporation by virtue of _____ (State
whether a provision of bylaws or a resolution of the Board of Directors. If by resolution, give date of
adoption.)

Affiant

Sworn to and subscribed before me this _____ day of _____, 20 ____.

Notary Public in and for

_____ County, Ohio

My commission expires _____

AFFIDAVIT

Drug and Alcohol Abuse Prevention and Testing Policy and Procedure

This Affidavit is required when needed regarding existence of a program and compliance with the Omnibus Transportation Employee Testing Act of 1991 (the "Act"). The Act requires that any bidder who supplies operators of safety sensitive equipment provide a **Drug and Alcohol Abuse Prevention and Testing Policy and Procedure**. The program shall provide the minimal standards as stated in the Act and cover such issues as pre-employment, reasonable suspicion, random, post-accident, return-to-work, and follow-up testing of safety-sensitive employees.

The bidder is to complete and have notarized this Affidavit if successful in receiving the contract and may be required to provide a copy of the policy.

STATE OF _____)

) SS:

COUNTY OF _____)

_____, being duly sworn, affirms that as of _____, 20____,

_____ has developed and implemented a Drug and Alcohol Abuse Prevention and Testing Policy and Procedure in compliance with the Act.

Affiant

SWORN TO and subscribed before me this _____ day of _____, 20____.

Notary Public

My commission expires: _____

NOTE: A copy of this statement shall be incorporated into the contract, and no payment shall be made with respect to said contract unless such statement has been incorporated as a part thereof.

AFFIDAVIT OF INSURANCE

STATE OF _____)
COUNTY OF _____) SS):

BEFORE ME, the undersigned authority, on this day, personally appeared _____,
Affiant

who, being duly sworn, stated that he/she is _____ of
_____, the Contractor named and referred to within the Contract
Company Name

Documents; that he/she is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Contract.

Affiant

SWORN AND SUBSCRIBED before me on the _____ day of _____, 2016.

Notary Public

In and for the County of _____

State of _____

My commission expires: _____

**AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13
OF THE OHIO REVISED CODE**

STATE OF _____

SS:

COUNTY OF _____

Personally appeared before me the undersigned, as an individual or as a representative of

_____ for a contract for
(name of entity)

FLOORING IMPROVEMENTS FOR PAYNE RECREATION CENTER (PHASE II)

who, being duly cautioned and sworn, make the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

- 1) That none of the following have **individually** made within the previous 24 months and that, if awarded a contract for the purchase of goods or services aggregating more than \$10,000 in a calendar year, none of the following **Individually** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$1,000, to any member of the City of Moraine Council or their individual campaign committees:
 - a) myself;
 - b) any partner or owner of the partnership or other unincorporated business (if applicable);
 - c) any shareholder of the professional association organized under Chapter 1785 of the Ohio Revised Code (if applicable);
 - d) any trustee of the trust (if applicable);
 - e) any administrator or executor of the estate (if applicable);
 - f) any owner of more than 20% of the corporation or business trust (if applicable);
 - g) each spouse of any person identified in (a) through (f) of this section;
 - h) each child seven years of age to seventeen years of age of any person identified in divisions (a) through (f) of this section;
- 2) That none of the following have **collectively** made within the previous 24 months, and that, if awarded a contract for the purchase of goods or services aggregating more than \$10,000 in a calendar year, none of the following **collectively** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$2,000, to any member of the City of Moraine Council or their individual campaign committees:
 - a) myself;
 - b) any partner or owner of the partnership or other unincorporated business (if applicable);
 - c) any shareholder of the professional association organized under Chapter 1785 of the Ohio Revised Code

(if applicable);

- d) any trustee of the trust (if applicable);
 - e) any administrator or executor of the estate (if applicable);
 - f) any owner of more than 20% of the corporation or business trust (if applicable);
 - g) each spouse of any person identified in (a) through (f) of this section;
 - h) each child seven years of age to seventeen years of age of any person identified in divisions (a) through (f) of this section;
 - i) any political action committee affiliated with the corporation, business trust, partnership or other unincorporated business, association, estate or trust identified in (a) through (f) of this section;
 - j) Any combination of persons identified in (a) through (i) of this section;
- 3) I do hereby acknowledge that to knowingly make any false statement herein may subject me and/or the above-named entity to the penalties set forth in Section 3517.992 of the Ohio Revised Code.

Further, Affiant sayeth naught.

Signature _____

Title _____

Sworn to before me and subscribed in my presence this _____ day of _____, 2016.

Notary Public

My Commission Expires: _____

The requirements of Ohio Revised Code Section 3517.13 are only applicable to contributions made **on or after April 4, 2007** (Section 631.05, Amended Substitute Ohio House Bill 119).

EXPERIENCE STATEMENT

The Bidder is required to state in detail, in the space provided below, work he has done similar to that required in the proposed contract, to give references and other detailed information to enable the City of Moraine to judge his responsibility, experience, skill, and financial standing. Among other things, this statement shall include the following: evidence to the effect that the Bidder maintains a permanent place of business, has adequate equipment available for the work under the proposed contract, evidence to the effect that the Bidder has suitable financial status to meet obligations incidental to the work, evidence to the effect that the Bidder has appropriate technical experience and has in his employ a sufficient number of skilled and trained workers to carry to completion the work to be done under this contract.

Note: Requirements for Prequalification and Procurement and Contracting Documents to be submitted with Bidding Documents

1. Proper license under the laws and regulations governing their respective trade(s).
2. Capacity to provide Performance Bond, Labor and Material Payment Bond, and Insurance in a form acceptable to Owner in amounts adequate to bond the work based on the scope indicated in the Advertisement for Pre-qualifications.
3. Applicable experience of firm as described in the Contractor's Qualification Statement, including the following
 - a. Experience of Firm: The firm in its current organization shall have successfully completed a minimum of five projects of similar type, quality, and scope, including a minimum of two within the last three years. The firm shall have a record of project completion, credit record, record of judgment claims, arbitration proceedings, and suits pending or outstanding acceptable to Owner.
 - b. Experience of Firm Officers: The firm officers shall have personal record of project completion acceptable to Owner.
 - c. Experience of Project and Field Management Staff to Be Committed by the Prospective Bidder to Carry Out the Work: The assigned project manager and field superintendent must have successfully completed minimum of three projects of similar type, quality, and scope.
 - d. For purposes of this submittal, reference to "key individuals" as described in the Contractor's Qualification Statement shall be understood to mean the principal in charge, the project manager(s), and the project field superintendent(s) committed by the prospective Bidder to carry out the work of this project. Prospective Bidder, by submitting qualifications of key individuals, agrees that Owner reserves the right to approve or reject subsequent reassignment of key individuals.
 - e. For purposes of this submittal, "successful completion" shall be understood to mean completion of project within project schedule and budget. Provide additional information indicating reasons why any referenced project did not meet project schedule or project budget.

f. For purposes of this Qualification, "similar project" shall be understood to include the following project elements:

- 1) Recreation Centers
- 2) Athletic Facilities
- 3) Government facilities
- 4) Healthcare projects
- 5) Renovation/addition work on occupied sites.

4. Adequate financial resources, including ability to secure materials and labor necessary for completion of the work and other work in hand, within the anticipated contract times, and reflecting the anticipated retainage from progress payments.

5. Work-in-hand capacity, such that the prospective Bidder demonstrates adequate work under contract to continue its business operations at least at their current level, at the same time indicating the capability to carry out Owner's proposed work.

6. Adequate organization to complete work of the scope anticipated, including firm management, project management, field superintendence, and field engineering and quality control.

7. Acceptable past performance as indicated by firm's references, including ability to meet contract time and to monitor, manage, and communicate interim scheduling requirements, to carry out required quality-control activities, to properly prepare interim and final payment requests, and to successfully complete project closeout requirements.

8. Acceptable documentation of firm's employee screening practices as indicating by affidavit describing background check procedures for firm's employees and requirements for same incorporated in firm's subcontracts.

9. Installer Qualifications: Installer should be approved by the specified Floor Finishes Manufacturers for the requirements of the project or INSTALL (International Standards & Training Alliance) resilient certified for the requirements of the project.

*****FOR INSTRUCTIONAL USE ONLY*****

READ BEFORE COMPLETING YOUR DMA FORM

Forms not conforming to the specifications listed below or not submitted to the appropriate agency or office will not be processed.

To complete this form, you will need a copy of the Terrorist Exclusion List for reference. The Terrorist Exclusion List can be found on the Ohio Homeland Security Web site at the following address:

<http://www.homelandsecurity.ohio.gov/dma/dma.asp>

Be sure you have the correct DMA form. If you are applying for a state issued license, permit, certification or registration, the "State Issued License" DMA form must be completed (HLS 0036). If you are applying for employment with a government entity, the "Public Employment" DMA form must be completed (HLS 0037). If you are obtaining a contract to conduct business with or receive funding from a government entity, the "Government Business and Funding Contracts" DMA form must be completed (HLS 0038).

Your DMA form is to be submitted to the issuing agency or entity. "Issuing agency or entity" means the government agency or office that has requested the form from you or the government agency or office to which you are applying for a license, employment or a business contract. For example, if you are seeking a business contract with the Ohio Department of Commerce's Division of Financial Institutions, then the form needs to be submitted to the Department of Commerce's Division of Financial Institutions. Do NOT send the form to the Ohio Department of Public Safety UNLESS you are seeking a license from or employment or business contract with one of its eight divisions listed below.

Department of Public Safety Divisions:

Administration

Ohio Bureau of Motor Vehicles

Ohio Emergency Management Agency

Ohio Emergency Medical Services Ohio Homeland Security*

Ohio Investigative Unit

Ohio Criminal Justice Services

Ohio State Highway Patrol

* DO NOT SEND THE FORM TO OHIO HOMELAND SECURITY UNLESS OTHERWISE DIRECTED. FORMS SENT TO THE WRONG AGENCY OR ENTITY WILL NOT BE PROCESSED.

*******FOR INSTRUCTIONAL USE ONLY*******

GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration by an applicant for a government contract or funding of material assistance/non-assistance to an organization on the U.S. Department of State Terrorist Exclusion List ("TEL"). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, financial services, communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

LAST NAME		FIRST NAME		
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE ()		WORK PHONE ()		

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

BUSINESS/ORGANIZATION NAME			PHONE ()	
BUSINESS ADDRESS				
CITY	STATE	ZIP	COUNTY	
BUSINESS/ORGANIZATION REPRESENTATIVE NAME			TITLE	

DECLARATION

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- | | | |
|---|-----|----|
| 1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List? | Yes | No |
| 2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List? | Yes | No |
| 3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List? | Yes | No |
| 4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? | Yes | No |

- | | |
|--|-----------|
| 5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List? | Yes No |
| | |
| 6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism? | Yes No |

If an applicant is prohibited from receiving a government contract or funding due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the prohibition. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

APPLICANT SIGNATURE <div style="font-size: 24px; font-weight: bold; margin-top: 5px;">X</div>	DATE
--	------

FORM OF CONTRACT

THIS AGREEMENT, entered into this ____ day of _____, 20____, by and between the *City of*

Moraine, Ohio hereinafter called the "City of Moraine", and

hereinafter called the "Contractor."

WITNESSETH: That the said Contractor has agreed and by these presents does agree, with the said City of Moraine for the consideration hereinafter named, to furnish all the materials and do all the work of whatever kind necessary to complete, in a good substantial and workmanlike manner, ready for use, and in strict accordance with the specifications on file in the office of the Maintenance Superintendent and subject to all the terms and conditions of said specifications, and to the approval of said Superintendent, for

FLOORING IMPROVEMENTS FOR PAYNE RECREATION CENTER (PHASE II)

In strict accordance with the Contract Documents dated _____,

and Addenda thereto numbered and dated _____, for the sum of

TIME FOR COMPLETION:

The work will be commenced on a date to be specified in a written order of the City of Moraine and shall be completed as specified in these Contract Documents.

The City of Moraine agrees to pay, and the Contractor agrees to accept as full compensation, satisfaction, and discharge for all work done and material furnished, and also for all costs and expenses incurred and losses or damages sustained by reason of the action of the elements or because of the nature of the work or because of any unforeseen obstruction or difficulty encountered in the prosecution of the work, and also for all expenses incurred by or in consequence of the suspension of the work as herein specified and also for well and faithful completion of the work, and the whole thereof, in accordance with the terms, conditions and provisions of this contract and the instructions, orders and directions of the Superintendent thereunder, and also for maintaining the work in good condition until the final payment is made and for one year after the date of substantial completion, except extra work which shall be paid for as provided in the General Conditions and except as in this Contract otherwise specifically provided, a sum of money equal to the amount of the actual work and materials furnished, as determined by the Superintendent, under each item listed in the Proposal multiplied by the unit price applicable to each such item as set forth in the Proposal attached hereto.

WITNESSETH, that in consideration of the sums of money herein specified to be paid by the City of Moraine:

CONTRACTOR:

ENTITY:

City of Moraine

David D. Hicks, City Manager

Contract approved as to form _____
Robert Portune, Law Director

CERTIFICATE OF FISCAL OFFICER

As Fiscal Officer for the City of Moraine, Montgomery County, Ohio, I hereby certify that funds in the amount of

have been lawfully appropriated for the purpose of meeting the obligations of this contract with

duly authorized by Resolution No. _____ as approved by City of Moraine Council, Montgomery County, Ohio, and that they are in the treasury or in the process of collection to the credit of the **CAPITAL IMPROVEMENT FUND**, free from any previous encumbrances.

Signed this _____ day of _____, 20____.

Richard G. Sexton, Finance Director
City of Moraine
County of Montgomery,
State of Ohio.

Bureau of Wage & Hour Administration

State of Ohio

WAGE and HOUR

Prevailing Wage Packet

John Kasich
Governor

Jacqueline T. Williams
Director

www.com.ohio.gov
6600 Tussing Rd.
P.O. Box 4009
Reynoldsburg, OH 43068-9009
614-664-2450

Prevailing Wage Determination Cover Letter

Determination Date: 01/28/2016

Expiration Date: 04/28/2016

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

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

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

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

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

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

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

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

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

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

A further requirement of Section 4115.05 of the Ohio Revised Code is: "On the occasion of the first pay date under a contract, the contractor shall furnish each employee not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of Labor with individual written notification of

the job classification to which the employee is assigned, the prevailing wage determined to be applicable to that classification, separated into the hourly rate of pay and the fringe payments, and the identity of the prevailing wage Coordinator appointed by the public authority. The contractor or subcontractor shall furnish the same notification to each affected employee every time the job classification of the employee is changed.”

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

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

County:

MONTGOMERY

PREVAILING WAGE CONTRACTOR RESPONSIBILITIES

This is a summary of prevailing wage contractors' responsibilities. For more detailed information please refer to Chapter 4115 of the Ohio Revised Code

General Information

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than \$250,000 for new construction or \$75,000 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting.

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than \$84,314 for new construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction or \$25,261 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting of a public improvement that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction.

a) Thresholds are to be adjusted biennially by the Administrator of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration

b) Biennial adjustments to threshold levels are made according to the Price Deflator for Construction Index, United States Department of Commerce, Bureau of the Census*, but may not increase or decrease more than 3% for any year

Penalties for violation

Violators are to be assessed the wages owed, plus a penalty of 100% of the wages owed.

Intentional Violations

If an intentional violation is determined to have occurred, the contractor is prohibited from contracting directly or indirectly with any public authority for the construction of a public improvement. Intentional violation means "a willful, knowing, or deliberate disregard for any provision" of the prevailing wage law and includes but is not limited to the following actions:

- ☐ Intentional failure to submit payroll reports as required, or knowingly submitting false or erroneous reports.
- ☐ Intentional misclassification of employees for the purpose of reducing wages.
- ☐ Intentional misclassification of employees as independent contractors or as apprentices.
- ☐ Intentional failure to pay the prevailing wage.
- ☐ Intentional failure to comply with the allowable ratio of apprentices to skilled workers as required by the regulations established by Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration.
- ☐ Intentionally employing an officer, of a contractor or subcontractor, that is known to be prohibited from contracting, directly or indirectly, with a public authority.

Responsibilities

A. Pay the prevailing rate of wages as shown in the wage rate schedules issued by the Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration, for the classification of work being performed.

1. Wage rate schedules include all modifications, corrections, escalations, or reductions to wage rates issued for the project.

2. Overtime must be paid at time and one-half the employee's base hourly rate. Fringe benefits are paid at straight time rate for all hours including overtime.

3. Prevailing wages must be paid in full without any deduction for food, lodging, transportation, use of tools, etc.; unless, the employee has voluntarily consented to these deductions in writing. The public authority and the Director of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration - must approve these deductions as fair and reasonable. Consent and approval must be obtained before starting the project.

B. Use of Apprentices and Helpers cannot exceed the ratios permitted in the wage rate schedules.

1. Apprentices must be registered with the U.S. Department of Labor Bureau of Apprenticeship and Training.

2. Contractors must provide the Prevailing Wage Coordinator a copy of the Apprenticeship Agreement for each apprentice on the project.

C. Keep full and accurate payroll records available for inspection by any authorized representative of the Ohio Department of Commerce, Division of Industrial Compliance, and Labor, Bureau of Wage and Hour Administration or the contracting public authority, including the Prevailing Wage

Coordinator. Records should include but are not limited to:

1. Time cards, time sheets, daily work records, etc.
2. Payroll ledger/journals and canceled checks/check register.
3. Fringe benefit records must include program, address, account number, & canceled checks.
4. Records made in connection with the public improvement must not be removed from the State for one year following the completion of the project.
5. Out-of-State Corporations must submit to the Ohio Secretary of State the full name and address of their Statutory Agent in Ohio.
- D. Prevailing Wage Rate Schedule must be posted on the job site where it is accessible to all employees.
- E. Prior to submitting the initial payroll report, supply the Prevailing Wage Coordinator with your project dates to schedule reporting of your payrolls.
- F. Supply the Prevailing Wage Coordinator a list of all subcontractors including the name, address, and telephone number for each.

1. Contractors are responsible for their subcontractors' compliance with requirements of Chapter 4115 of the Ohio Revised Code.

G. Before employees start work on the project, supply them with written notification of their job classification, prevailing wage rate, fringe benefit amounts, and the name of the Prevailing Wage Coordinator for the project. A copy of the completed signed notification should be submitted to Prevailing Wage Coordinator.

H. Supply all subcontractors with the Prevailing Wage Rates and changes.

I. Submit certified payrolls within two (2) weeks after the initial pay period. Payrolls must include the following information:

1. Employees' names, addresses, and social security numbers.
 - (a) Corporate officers/owners/partners and any salaried personnel who do physical work on the project are considered employees. All rate and reporting requirements are applicable to these individuals.
2. Employees' work classification.
 - (a) Be specific about the laborers and/or operators (Group)
 - (b) For all apprentices, show level/year and percent of journeyman's rate
3. Hours worked on the project for each employee.
 - (a) The number of hours worked in each day and the total number of hours worked each week.
4. Hourly rate for each employee.
 - (a) The minimum rate paid must be the wage rate for the appropriate classification. The Department's Wage Rate Schedule sets this rate.
 - (b) All overtime worked is to be paid at time and one-half for all hours worked more than forty (40) per week.
5. Where fringes are paid into a bona fide plan instead of cash, list each benefit and amount per hour paid to program for each employee.
 - (a) When the amount contributed to the fringe benefit plan and the total number of hours worked by the employee on all projects for the year are documented, the hourly amount is calculated by dividing the total contribution of the employer by the total number of hours worked by the employee.
 - (b) When the amount contributed to the fringe benefit is documented but not the total hours worked, the hourly amount is calculated by **dividing the total yearly contribution by 2080**.
6. Gross amount earned on all projects during the pay period.
7. Total deductions from employee's wages.
8. Net amount paid.

J. The reports shall be certified by the contractor, subcontractor, or duly appointed agent stating that the payroll is correct and complete; and that the wage rates shown are not less than those required by the O.R.C. 4115.

K. Provide a Final Affidavit to the Prevailing Wage Coordinator upon the completion of the project.

8th 6 months	85.00	\$19.62	\$5.97	\$6.95	\$0.29	\$0.00	\$0.47	\$0.12	\$0.00	\$0.00	\$33.42	\$43.23

Special Calculation Note : Other for \$0.12 is for UBC National Fund.

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE, GREENE, HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY, WARREN

Special Jurisdictional Note :

Details :

Scope of work shall include, but not be limited to: receiving, unloading, handling, distribution and installation of all carpeting materials, carpet padding or matting materials and all resilient materials whether for use on walls, floors, counter, sink, table and all preparation work necessary in connection therewith, including sanding work. the installation of nonstructural under-layment and the work of removing, cleaning waxing of any of the above. Carpeting shall include any floor covering composed of either natural or synthetic fibers that are made in breadths to be sewed, fastened or directly glued to floors or over cushioning sound-proofing materials. Resilient Floors shall consist of and include the laying of all special designs of wood, wood block, wood composition, cork, linoleum, asphalt, mastic, plastic, rubber tile, whether nailed or glued.

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time. Other (\$0.35) \$0.10 National fund, \$0.10 Industry Fund, \$0.10 for Drug Safety Program and \$0.05 for National Millwright Fund.

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

CHAMPAIGN, CLARK, DARKE, GREENE,
LOGAN, MIAMI, MONTGOMERY, PREBLE,
SHELBY

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Local 509 NE District Interior Systems

Change # : LCN01-2010mmLoc509Int Systems

Craft : Carpenter Effective Date : 06/17/2010 Last Posted : 06/17/2010

[illegible]

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FRANKLIN, FULTON, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, LUCAS, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE

Special Jurisdictional Note :

Details :

6th 6 Months	73.90	\$11.82	\$5.47	\$0.86	\$0.08	\$0.00	\$0.00	\$0.00			\$18.23	\$24.15
7th 6 Months	76.90	\$12.30	\$5.47	\$0.90	\$0.08	\$0.00	\$0.00	\$0.00			\$18.75	\$24.91
8th 6 Months	79.85	\$12.78	\$5.47	\$0.93	\$0.08	\$0.00	\$0.00	\$0.00			\$19.26	\$25.64
9th 6 months	82.80	\$13.25	\$5.47	\$1.00	\$0.08	\$0.00	\$0.00	\$0.00			\$19.80	\$26.42

Special Calculation Note : Helper H&W after 90 days probationary period

Ratio :

1 Installer to 1 Trainee or 1 Helper

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, LUCAS, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :

Details :

Office systems is defined as modular systems with demountable units such as desks, partitions and shelving. All work in connection with the assembly, reconfiguration and repair of all work in the office system field.

INSTALLER: is defined as a qualified office systems mechanic capable of laying out, estimating and installing various office system manufactured products.

INSTALL TRAINEE: is defined as a person training in the estimating, layout and installation in all facets of the office systems industry. An installer trainee will work to assist an installer or lead installer

in all installations. He is NOT permitted to work without the assistance of lead installer

INSTALL HELPER: is defined as a person who assists in the delivery, staging and clean-up of related office system work. He is NOT to be involved with the installation or layout of work related to office systems.

Receiving, unloading, unpacking, & removal of rubbish shall be done by install helpers.



**Department
of Commerce**

Division of Industrial Compliance

Bureau of Wage and Hour Administration
6606 Tussing Road - PO Box 4009
Reynoldsburg, OH 43068-9009
Phone 614-644-2239 | Fax 614-728-8639
TTY/TDD 800-750-0750
www.com.ohio.gov

An Equal Opportunity Employer and Service Provider

John R. Kasich, Governor
Andre T. Porter, Director

Affidavit Of Compliance

PREVAILING WAGES

I, _____
(Name of person signing affidavit) (Title)

do hereby certify that the wages paid to all employees of

(Company Name)

for all hours worked on the

(Project name and location)

project, during the period from _____ to _____ are in
(Project Dates)

compliance with prevailing wage requirements of Chapter 4115 of the Ohio Revised Code. I further
certify that no rebates or deductions have been or will be made, directly or indirectly, from any wages
paid in connection with this project, other than those provided by law.

(Signature of Officer or Agent)

Sworn to and subscribed in my presence this _____ day of _____,
20_____.

(Notary Public)

The above affidavit must be executed and sworn to by the officer or agent of the contractor or
subcontractor who supervises the payment of employees. This affidavit must be submitted to
the owner (public authority) before the surety is released or final payment due under the terms
of the contract is made.

LAW1003