

# **Fairfield Township, Butler County Sanitary Line Project**

**Prepared By:**

**Fairfield Township  
6032 Morris Rd.  
Fairfield Township, Ohio 45011**

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**INVITATION TO BID**  
**LEGAL NOTICE**

**Fairfield Township, Butler County**  
**Sanitary Line Project**

Sealed bids will be received at the Office of the Fiscal Officer of the Board of Fairfield Township Trustees, Butler County, Ohio, 6032 Morris Road, Fairfield Township, Ohio 45011 until 12:00 P.M. August 4, 2020 for the **Fairfield Township, Butler County Sanitary Line Project** when they will be publicly opened and read.

The project will consist of sanitary line installation. The Trustees reserve the right to add or delete footage and or tonnage of the project.

Contract Documents, Specifications, Scope of Services, and Terms may be obtained (at no cost) at the offices of Fairfield Township, 6032 Morris Road, Fairfield Township, Ohio 45011. The documents are also available on our website at [www.fairfieldtwp.org](http://www.fairfieldtwp.org).

Bids are to be sealed /marked “**Fairfield Township, Butler County Sanitary Line Project**” All bids must be accompanied by a certified check or a bid bond in the amount of not less than ten percent (10%) of the bid price. All bids must, also, be accompanied by the following documents:

1. **Personal Property Tax Affidavit in Compliance with ORC Section 5719.042**
2. **INS Affidavit**
3. **Non-Collusion Affidavit**
4. **Affidavit by Contractor**
5. **Campaign Contributions Affidavit in Compliance with ORC Section 3517.13**
6. **Prevailing Wage Affidavit**
7. **A.D.A. Compliance Affidavit.**
8. **EEO Affidavit**

The Contract will be awarded in accordance with the Ohio Revised Code and Fairfield Township Policy. The Board of Trustees reserves the right to reject any and all bids.

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Shelly Schultz, Fiscal Officer  
Fairfield Township Board of Trustees

**ADVERTISE: Two times on Monday, July 13, 2020 and Monday, July 20, 2020.**

## **INFORMATION FOR BIDDERS**

A sealed bid for the Fairfield Township, Butler County Sanitary Line Project Fairfield Township, Butler County Sanitary Line Project Fairfield Township, Butler County Sanitary Line Project will be received on **August 4, 2020**, at **12:00 p.m.**, local time at the Fairfield Township Administration Building, 6032 Morris Road, Fairfield Township, Ohio 45011 by the Fiscal Officer, Fairfield Township, Ohio, and then publicly opened and read aloud.

Each **BID** must be submitted in a sealed envelope, addressed to Fairfield Township, Ohio. Each sealed envelope containing a **BID** must be plainly marked on the outside with the name of the **BIDDER**, his address, and the name of the Project for which the **BID** is submitted. If forwarded by mail, the **BID** must be transmitted in a separate mailing envelope.

All **BIDS** must be made on the required **BID FORM**. All blank spaces for **BID** prices must be filled, in ink or typewritten, and the **BID FORM** must be fully completed and executed when submitted. One copy of the **BID FORM** is required.

**FAIRFIELD TOWNSHIP, OHIO** may waive any informalities or minor defects or reject any and all **BIDS**. Any **BID** may be withdrawn prior to the above scheduled time for the opening of **BIDS** or authorized postponement thereof. Any **BID** received after the time and date specified shall not be considered. No **BIDDER** may withdraw a **BID** within sixty (60) days after the actual date of the opening thereof. Should there be reasons why the contracts cannot be awarded within the specified period; the time may be extended by mutual agreement between **FAIRFIELD TOWNSHIP, OHIO** and the **BIDDER**.

**BIDDERS** must satisfy themselves of the accuracy of the estimated quantities in the **BID** schedule by examination of the site and a review of the drawings and specifications including **ADDENDA**. After **BIDS** have been submitted, the **BIDDER** shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

**FAIRFIELD TOWNSHIP, OHIO** shall provide to the **BIDDER** prior to **BIDDING**, all information which is pertinent to, and delineates and describes, the land owned and right-of-ways acquired or to be acquired.

The **CONTRACT DOCUMENTS** contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of **FAIRFIELD TOWNSHIP, OHIO** or any other person shall not affect the risks or obligations assumed by the **CONTRACTOR** or relieve him from fulfilling any of the conditions of the Contract.

Each **BID** must be accompanied by a **BID GUARANTY AND CONTRACT BOND** as per the Ohio Revised Code payable to **FAIRFIELD TOWNSHIP, OHIO**. As soon as the **BID** prices have been compared, **FAIRFIELD TOWNSHIP, OHIO** will return the **BONDS** of all except the three lowest responsive and most responsible **BIDDERS**.

When the Agreement is executed the **BONDS** of the remaining unsuccessful **BIDDERS** will be returned.

A certified check may be used in lieu of a **BID BOND** for 10% of the bid. A **PERFORMANCE BOND** and a **LABOR AND MATERIALS BOND**, each in the amount of 100 percent of the **CONTRACT PRICE**, with a corporate surety approved by **FAIRFIELD TOWNSHIP, OHIO**, will be required for the faithful performance of the contract. Attorney-in-fact who signs the **BID GUARANTY AND CONTRACT BOND** or **LABOR AND MATERIALS BOND** and **PERFORMANCE BONDS** must file with each **BOND** a certified and effective dated copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the **PERFORMANCE BOND** and **LABOR AND MATERIALS BOND** within ten (10) calendar days from the date when the Notice of Award is delivered to the **BIDDER**. If the Notice of Award is not accompanied by the necessary Agreement, **FAIRFIELD TOWNSHIP, OHIO** may at its option consider the **BIDDER** in default, in which case the **BID BOND** accompanying the proposal shall become the property of **FAIRFIELD TOWNSHIP, OHIO**.

**FAIRFIELD TOWNSHIP, OHIO** within ten (10) days of receipt of acceptable **PERFORMANCE BOND, LABOR AND MATERIALS BOND** and agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should **FAIRFIELD TOWNSHIP, OHIO** not execute the Agreement within such period, the **BIDDER** may by written Notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the Notice by **FAIRFIELD TOWNSHIP, OHIO**.

The **NOTICE TO PROCEED** shall be issued within fourteen (14) days of the execution of the Agreement by **FAIRFIELD TOWNSHIP, OHIO**. Should there be reasons why a **NOTICE TO PROCEED** cannot be issued within such period; the time may be extended by mutual agreement between **FAIRFIELD TOWNSHIP, OHIO** and **CONTRACTOR**. If the **NOTICE TO PROCEED** has not been issued within the fourteen (14) day period or within the period mutually agreed upon, the **CONTRACTOR** may terminate the Agreement without further liability on the part of either party.

**FAIRFIELD TOWNSHIP, OHIO** may make such investigations as it deems necessary to determine the ability of the **BIDDER** to perform the work, and the **BIDDER** shall furnish to **FAIRFIELD TOWNSHIP, OHIO** all such information and data for this purpose as **FAIRFIELD TOWNSHIP, OHIO** may request. **FAIRFIELD TOWNSHIP, OHIO** reserves the right to reject any **BID** if the evidence submitted by, or investigations of, such **BIDDER** fails to satisfy **FAIRFIELD TOWNSHIP, OHIO** that such **BIDDER** is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated herein.

A conditional or qualified **BID** will not be accepted.

Award will be made to the lowest responsive and most responsible **BIDDER**.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over the construction of the **PROJECT** shall apply to the contract throughout. Each **BIDDER** is responsible for inspecting the site and for reading and being thoroughly familiar with the **CONTRACT DOCUMENTS**. The failure or omission of any **BIDDER** to do any of the foregoing shall in no way relieve any **BIDDER** from any obligation in respect to his **BID**.

**BIDDER** may withdraw his **BID**, in person only, at any time prior to the scheduled time for closing the receipt of **BIDS**. Withdrawals after the scheduled time for closing the receipt of **BIDS** will not be permitted for a period of sixty (60) days.

**BIDDER'S** attention is directed to the fact that the **BID** requires the **BIDDER** to submit alternate prices and unit prices as called for. It is essential for a complete bid that the **BIDDER** submits all alternate prices and unit prices requested.

Unit Prices will be used as the basis for computing additions to or deductions from the Contract amount when a variation from the quantity of work called for exists. Unit Prices shall include labor and materials on an installed basis. No adjustment to the unit prices submitted in the Bid will be made for any increases or decreases in the estimated quantities.

**FAIRFIELD TOWNSHIP, OHIO** reserves the right to make, at any time during the process of the work, such increase or decrease in quantities as may be found to be necessary or desirable. The quantities appearing on the **BID FORM** are approximate only and are prepared for comparison of bids. Payment will be made only for the actual quantities of work performed and completed.

**FAIRFIELD TOWNSHIP, OHIO** reserves the right to reject any and all unit prices in the event that such prices are considered excessive or unreasonable. If any person contemplating the submission of a bid for the proposed work is in doubt as to the true meaning of any part of the Drawings, Specifications, or other **CONTRACT DOCUMENTS**, he shall submit a written request for an interpretation thereof to the Engineer. The person making the request will be responsible for its prompt delivery. Any interpretation of the **CONTRACT DOCUMENTS** will be made only by **ADDENDUM** duly issued to each person receiving a set of such **DOCUMENTS**. Neither **FAIRFIELD TOWNSHIP, OHIO** nor the Engineer will be responsible for explanations or interpretation of proposed documents except as issued in accordance herewith. Should it be impossible for the **BIDDER** to resolve a discrepancy in writing, he shall bid the work the more expensive way.

**CONTRACT DOCUMENTS** covering the entire Project are available for inspection at the offices of **FAIRFIELD TOWNSHIP, OHIO**, each **BIDDER** is cautioned to fully acquaint himself

with all documents so as to fully understand and consider the entire scope of the work. No person, firm, or corporation shall be allowed to make, file, or to be interested in more than one (1) Proposal for the same work, unless alternate Proposals are called for. A person, firm, or corporation who has submitted a subproposal to a **BIDDER**, or who has quoted prices on materials to a **BIDDER**, is not thereby disqualified from submitting a subproposal or quoting prices to other **BIDDERS**.

In submitting this **BID**, the **BIDDER** affirms that the **BID** is genuine and not collusive or sham; that said **BIDDER** is not financially interested in, or otherwise affiliated in a business way with any other **BIDDER** on the same contract; that said **BIDDER** has not colluded, conspired, connived, or agreed, directly or indirectly, with any **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 this **BID**, 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 **FAIRFIELD TOWNSHIP, OHIO** or 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 any association or to any member or agent thereof.

Each **BIDDER** must execute the “Non-Collusion Affidavit” contained in the **BID** specifications.

All **BIDDERS** shall supply the names and addresses of major material **SUPPLIERS** and **SUBCONTRACTORS**. If no **SUBCONTRACTORS** or material **SUPPLIERS** are used, the bidder shall so state.

For any **BID** to be considered, all documents in the **BID** package must be completed and returned as a package with the **BID**. Corporate **BIDDERS** must execute the affidavit demonstrating that the person signing the documents is authorized to bind the Corporate **BIDDER**. The Contractor shall also comply with all required forms for payment for the above project in accordance with the State and Township requirements.

The Contract shall be considered as awarded after the “Certificate of Fiscal Officer” has been signed by the legally authorized representative of **FAIRFIELD TOWNSHIP, OHIO**.

**BID PROPOSAL FORMS**

**Project:** Fairfield Township, Butler County Sanitary Line Project

**Bidder:** \_\_\_\_\_

In compliance with your **INVITATION FOR BIDS**, the undersigned **BIDDER(S)** hereby proposes to furnish all materials and perform all the work necessary for the construction of the above referenced project, in strict accordance with the **CONTRACT DOCUMENTS** as prepared by **Fairfield Township**, and within the time set forth within, and at the unit prices stated in the following pages of the Proposal.

By submission of this **BID**, each **BIDDER** certifies and in the case of a joint **BID**, each party thereto certifies as to his own organization, that this **BID** has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this **BID** with any other **BIDDER** or with any competitor.

**BIDDER** hereby agrees to commence work under this contract on or before a date to be specified in the **NOTICE TO PROCEED** and to fully complete the **PROJECT** within sixty days (60) consecutive calendar days thereafter, weather permitting.

**BIDDER** acknowledges receipt of the following **ADDENDUM**:

\_\_\_\_\_  
By

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone No



**BID GUARANTY AND CONTRACT BOND**

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

\_\_\_\_\_  
(Insert full name or legal title of Contractor and address)

as Principle and \_\_\_\_\_  
(Insert full name or legal title of Surety)

as Surety are hereby held and firmly bound unto **FAIRFIELD TOWNSHIP, OHIO**.

In the penal sum of the dollar amount of the bid submitted by the Principal to **FAIRFIELD TOWNSHIP, OHIO** on \_\_\_\_\_ to undertake the project known as:

**Fairfield Township, Butler County Sanitary Line Project**

The penal sum referred to herein shall be the dollar amount of the Principal's **BID** to **FAIRFIELD TOWNSHIP, OHIO**, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to **FAIRFIELD TOWNSHIP, OHIO**, which are accepted by **FAIRFIELD TOWNSHIP, OHIO**, in no case shall the penal sum exceed the amount of \_\_\_\_\_ dollars(\$\_\_\_\_\_).

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

**THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that** whereas the above named Principal has submitted a bond on the above referred to project;

**NOW, THEREFORE**, if **FAIRFIELD TOWNSHIP, OHIO** accepts the bid of the Principal and the Principal fails to enter into a proper specifications, contract documents, and bills of material; and in the event the Principal pays to **FAIRFIELD TOWNSHIP, OHIO** the difference not to exceed ten percent of the penalty hereto between the amount specified in the bid and such larger amount for which **FAIRFIELD TOWNSHIP, OHIO** may in good faith contract with the next lower bidder to perform the work covered by the bid; or in the event **FAIRFIELD TOWNSHIP, OHIO** does not award the contract to the next lower bidder and resubmits the project for bidding, the Principal will pay **FAIRFIELD TOWNSHIP, OHIO** the difference, not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect.

If **FAIRFIELD TOWNSHIP, OHIO** accepts the bid of the Principal and the Principal, within ten days after the awarding of the contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and **IF THE SAID** Principal shall well and faithfully perform each and every condition of such contract; and indemnify **FAIRFIELD TOWNSHIP, OHIO** against all damages suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialman, and all 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 benefit of any materialman or laborer having just claim, as well as for **FAIRFIELD TOWNSHIP, OHIO** 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 hereunto 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 contact or in or to the plans and specifications therefore shall in any way affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Principal: \_\_\_\_\_

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

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

Surety: \_\_\_\_\_

Witness: \_\_\_\_\_

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

Attorney-in-Fact

\_\_\_\_\_  
Surety Company Address

\_\_\_\_\_  
Surety Agent's Name and Address

**EXPERIENCE STATEMENT:** The **BIDDER** is required to state in detail, in the space provided below, what work of a character similar to that included in the proposed contract he has done, to give reference and such other detailed information as will enable **FAIRFIELD TOWNSHIP, OHIO** to judge of 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 construction facilities and equipment available for the work under the proposed contract; evidence to the effect that the **BIDDER** has a 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 workmen to carry to completion, within the contract time, the work to be done under this contract.

**CONTRACTOR'S GENERAL PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:**

The Contractor shall procure and maintain, at his own expense, during the life of this Contract, liability insurance as hereinafter specified. All such insurance shall be the subject of approval by the Owner for adequacy of protection and shall include a provision preventing cancellation without thirty (30) consecutive calendar days prior written notice to the Owner. The liability insurance required is as follows:

Contractor's General Public Liability and Property Damage Insurance issued to the Contractor and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by himself or by any Sub-contractor under him, or anyone directly or indirectly employed by the Contractor or by a Subcontractor to him.

All such insurance shall be written with a limit of liability of not less than \$2,000,000.00 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident; a limit of liability of not less than \$4,000,000.00 for any such damages sustained by two or more persons in any one accident; a limit of liability of not less than \$1,000,000.00 for all damages arising out of injury or destruction of property, including property of the Owner, in any one accident and a limit of not less than \$2,000,000.00 for all damages arising out of injury to or destruction of property, including property of the Owner, during the policy period.

All such insurance shall be written on a comprehensive policy form and in the event blasting operations are required in the performance of the work, shall specifically cover all blasting operations. Certificate evidencing the issuance of such insurance, addressed to the Owner, shall be filed with the Owner within seven (7) consecutive calendar days after the date of the official Notice of Award of Contract.

The Contractor's General Public Liability and Property Damage Insurance referred to in this Section shall name the Owner, its officials, its officers and its employees acting in the scope and course of their employment as additional insureds, and protecting them from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contractor's contract, whether such operations be by the Contractor or by any Subcontractor under him or by anyone directly or indirectly employed by the Contractor or a Subcontractor under him. All such insurance shall have the minimum limits of liability as specified above. All such insurance policies shall be delivered to the Owner within seven (7) consecutive calendar days after the date of the official Notice of Award of Contract.

### **DISPUTE RESOLUTION**

This Agreement shall be governed by the law of the State of Ohio, with jurisdiction and venue in the County of Butler.

The parties hereto waive their right to trial by jury, and further agree to participate in the mediation process, if any, then in effect and utilized or otherwise sponsored by the court.

In the event Owner makes a claim for damages against Contractor, Contractor's liability for damages shall be limited to the amount of compensation paid by Owner to Contractor under this Agreement.

ATTACH ADDITIONAL PAGES

**SUBSTITUTION SHEET**

All **BIDS** must be based on the “Standards” specified. **BIDDER** is to list here any “Substitutions” for which consideration is desired, showing the addition or reduction in price to be made, for each, if the substitution is accepted, or stating “No Change in Price”, if none is proposed.

**BRAND OR MAKE SPECIFIED**                      **PROPOSED SUBSTITUTION**                      **ADD**                      **DEDUCT**                      **NO CHANGE**

It is understood and agreed that the proposal submitted is based on furnishing “Standards” as specified and entitles **FAIRFIELD TOWNSHIP, OHIO** to require that such named materials and methods be incorporated in the work except as Substitutions, if they are accepted, based on the quotations entered above, are subsequently made a part of the written contract.

Signed: \_\_\_\_\_

Bidder: \_\_\_\_\_

**PERSONAL PROPERTY TAX AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

The undersigned \_\_\_\_\_,  
being first duly sworn, deposes and says that \_\_\_\_\_  
(sole owner, partner, president, secretary, etc.) of \_\_\_\_\_, the  
party submitting the foregoing bid and the party awarded the contract by the Township; that the  
undersigned was not charged at the time the bid was submitted with any delinquent personal  
taxes on the general list of personal property of any county in which Fairfield Township, Ohio  
has territory or that the undersigned was charged with delinquent personal property taxes on any  
such tax list in the amount of \_\_\_\_\_, which represents due and unpaid delinquent taxes and  
due, and unpaid penalties and interest thereon.

Signed: \_\_\_\_\_

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

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

Sworn to before me, a Notary Public, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires on \_\_\_\_\_

Seal of Notary

**LIST OF SUBCONTRACTORS**

**Project: Fairfield Township, Butler County Sanitary Line Project**

**Engineer:** \_\_\_\_\_

TO: \_\_\_\_\_

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

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List Subcontractors and others proposed to be employed on the above Project. (To be filled out by the Contractor. If no subcontractors or material men are to be used, the Contractor must so state).

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<u>Work</u>	<u>Firm</u>	<u>Address</u>	<u>Phone</u>	<u>Representative</u>
-------------	-------------	----------------	--------------	-----------------------



**AFFIDAVIT OF INS REGULATORY COMPLIANCE**

STATE OF \_\_\_\_\_ )  
 )SS:  
COUNTY OF \_\_\_\_\_ )

The affiant being first duly sworn states that he or she is the \_\_\_\_\_  
(Title)

of \_\_\_\_\_, and that he or she on behalf of \_\_\_\_\_ hereby  
(Company Name) (Company Name)

certifies that \_\_\_\_\_ shall:  
(Company Name)

- A. Comply with all immigration laws, regulations, and requirements in the hiring of employees.
- B. Not hire, recruit, or refer for a fee an alien when it is known the alien is unauthorized for employment. Hiring means the actual commencement of employment of an employee for wages or other remuneration. Hiring also includes the use of contracts, subcontracts, or other exchange for service. This would include contracting for labor, and the use of "day" contracts.
- C. Not hire an individual without complying with the employment eligibility verification system as set forth in the Code of Federal Regulations at 8 CFR §274a.
- D. Not continue to employ an alien knowing that the alien is not authorized to work. Such knowledge can be actual knowledge or constructive knowledge. That is, knowledge that can be fairly inferred through notice of certain facts and circumstances which would lead the Subcontractor, through the exercise of reasonable care, to know about a certain condition.
- E. Maintain a compliance system with regard to employment eligibility verification.
- F. Comply with the anti-discrimination requirement contained the Unfair Immigration Related Employment Practices set forth in 8 USC 1324b.
- G. Acknowledge the right of Fairfield Township to inspect and verify compliance with the above.
- H. Acknowledge, in the event of failure to comply with any of the above, and in the event of failure within three business days after written notice to correct such failures, the right of Fairfield Township, and without prejudice to any other remedy the Township may have, to terminate this contract and finish the Work by whatever method the Township may deem expedient. If the cost of completion exceeds such unpaid balance, the affiant and/or \_\_\_\_\_ shall pay the difference to Fairfield Township.  
(Company Name)

Further Affiant sayeth naught.

\_\_\_\_\_  
Company

By: \_\_\_\_\_  
Affiant and Title

Sworn to before me, a Notary Public, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires on \_\_\_\_\_

Seal of Notary

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

CONTRACTOR \_\_\_\_\_,

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

Signed: \_\_\_\_\_

Sworn to before me, a Notary Public, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires on \_\_\_\_\_

Seal of Notary

**FORM OF CONTRACT**

This Contract, made this \_\_\_\_ day of \_\_\_\_\_, 2020\_, by and between Fairfield Township Trustees, hereinafter called the "Contractor," and Fairfield Township, Ohio hereinafter called the "Owner."

Witnesseth, that the Contractor and Fairfield Township, Ohio for the consideration stated herein, agree as follows:

**ARTICLE I, SCOPE OF WORK:** The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the **Fairfield Township, Butler County Sanitary Line Project** all in accordance with the plans and specifications as prepared by Fairfield Township, referred to herein as the "Engineer", which plans are made a part of this Contract, and in strict compliance with the Contractor's Proposal and other Contract Documents shall do everything required by this Contract and the other documents constituting a part thereof.

**ARTICLE II, THE CONTRACT PRICE:** Fairfield Township, Ohio shall pay to the Contractor for the performance of this Contract (\_\_\_\_\_), subject to additions or deductions provided therein, in current funds, the contract price computed as follows: Unit price multiplied by the quantity completed. See Proposal Sheets herein.

**ARTICLE III, TIME FOR COMPLETION:** The Contractor agrees to complete the work included under this Contract within **60** Consecutive Calendar Days after the Notice to Proceed with the work.

**ARTICLE IV, COMPONENT PART OF THIS CONTRACT:** This Contract consists of the following component parts, all of which are fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached: 1) General Conditions, Supplementary Specifications and Additional General Conditions; 2) Invitation to Bid; 3) Bid Guaranty & Contract Bond (Pages 7-10) 4) Information for Bidders; 5) Technical Specifications; 6) Plans; 7) Bid; 8) This Instrument; and 9) Prevailing Wage Requirements for this Project.

In Witness Whereof, the parties to this Contract have hereunto set their hand and seals and have executed this Contract in duplicate, the day and year first above written:

(SEAL)

CONTRACTOR:

WITNESS \_\_\_\_\_

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

Name: \_\_\_\_\_  
(Please Type)

Name: \_\_\_\_\_  
(Please Type)

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

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

OWNER: Fairfield Township Trustees

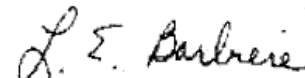
By: \_\_\_\_\_

Name: Julie Vonderhaar  
(Please Type)

Title: Administrator

The forgoing Contract Documents are accepted as to form.

(Fairfield Township Law Director)



**AFFIDAVIT**

To be executed if the Contractor is a Corporation

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being duly sworn, deposes and says that he or 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) \_\_\_\_\_ (Name of County)

\_\_\_\_\_ (Township) \_\_\_\_\_ (State)

Affiant further says that he is familiar with the records, minute books and by-laws of

\_\_\_\_\_ (Name of Corporation)

Affiant further says that \_\_\_\_\_ (Name of Officer) \_\_\_\_\_ (Title) of the corporation is duly

authorized to sign the Contract for Fairfield Township **Fairfield Township, Butler County Sanitary Line Project** for said Corporation by virtue of

\_\_\_\_\_ (State whether a provision of by-laws or a resolution of the Board of Directors)

\_\_\_\_\_ (If by resolution, give date of adoption.)

\_\_\_\_\_ (Signature)

Sworn to before me, a Notary Public, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ (Notary Public)

My commission expires \_\_\_\_\_ Seal of Notary \_\_\_\_\_

**CAMPAIGN CONTRIBUTIONS AFFIDAVIT**  
**IN COMPLIANCE WITH OHIO REVISED CODE §3517.13**

STATE OF \_\_\_\_\_ )  
 ) SS:  
 COUNTY OF \_\_\_\_\_ )

Personally appeared before me the undersigned, a bidder in a competitive bidding for \_\_\_\_\_ (Name of Entity), for a contract for \_\_\_\_\_ (Type of Product or Service) to be let by Fairfield Township, Butler County, Ohio who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code §3517.13, and further states that the undersigned has the authority to make the following representation on behalf of himself, herself or the business entity:

(B) I certify that none of the following has **individually** made within the two previous calendar years and that, if awarded a contract for the purchase of goods or services in excess of Five Hundred Dollars (\$500), 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 One Thousand Dollars (\$1,000), to any holder of public office in Fairfield Township or their individual campaign committees:

- (A) Myself;
- (B) Any partner, owner, or shareholder of any partnership, corporation, business trust, or other unincorporated business (if applicable);
- (C) Each spouse of any person identified in (A) and (B) of this Section; and
- (D) Each child seven years of age to seventeen years of age of any person identified in (A), (B), and (C) of this Section (only applicable to contributions made on or after January 1, 2007).

(2) Pursuant to the provisions of House Bill 694 as passed by the 126<sup>th</sup> General Assembly, I further certify that none of the following have **collectively** made since January 1, 2007, and that, if awarded a contract for the purchase of goods or services in excess of Five Hundred Dollars (\$500), 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 Two Thousand Dollars (\$2,000), to any holder of public office in Fairfield Township or their individual campaign committees:

- (A) Myself;
- (B) Any partner, owner, or shareholder of any partnership, corporation, business trust, or other unincorporated business (if applicable);
- (C) Each spouse of any person identified in (A) and (B) of this Section; and
- (D) Each child seven years of age to seventeen years of age of any person identified in (A), (B), and (C) of this Section.

(3) I further recognize that, knowingly making a false statement on this certification is a fifth degree felony and will subject me and/or my business entity to the penalties set forth under the Ohio Revised Code.

Further, Affiant sayeth naught:

Signature \_\_\_\_\_ Title \_\_\_\_\_

Sworn to before me, a Notary Public, this the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

My commission expires \_\_\_\_\_ Seal of Notary

**CERTIFICATE OF FISCAL OFFICER AND LAW DIRECTOR**

FAIRFIELD TOWNSHIP FISCAL OFFICER: It is hereby certified that the Trustees of Fairfield Township, Ohio has authorized the Administrator to enter into the foregoing contract by Ordinance No. \_\_\_\_\_ and that the amount of money required to meet the foregoing Contract with \_\_\_\_\_, Contractor, has been lawfully appropriated, authorized or directed for such purposes and is in the Treasury or in process of collection to the credit of the appropriate fund, free from any obligation or certification now outstanding.

Dated: \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Fairfield Township Fiscal Officer

LEGALITY: I hereby approve the form and correctness of the foregoing Contract.

Dated: \_\_\_\_\_, 20\_\_\_\_\_

Township Law Director: \_\_\_\_\_

*L. E. Barbere*

**GUARANTEE**

TO: \_\_\_\_\_

DATE: \_\_\_\_\_

The undersigned \_\_\_\_\_, having heretofore entered into a contract with Fairfield Township, Ohio dated \_\_\_\_\_ for the Improvement, Repair, and/or Construction of the **Fairfield Township, Butler County Sanitary Line Project** and in accordance with the terms of said Contract do hereby guarantee that all labor and the materials furnished and work performed by us under said Contract is in conformity with such plans and specification and authorized alterations thereto and that such Improvement, Repair, and/or Construction installed pursuant to said contract is free from imperfect workmanship and materials, and we agree to repair at our own cost and expense all of the work covered under said Contract and change orders which may prove to be defective for a period of one (1) year from the date hereof. Furthermore, we agree to repair at our sole cost, any work which may affect or disturb in making the repairs herein contemplated.

The Contractor does further warrant that he knows of no claim for or possible claim for damages or injuries relative to the above work, labor and materials as against himself, his laborers, and employees or his subcontractors, their laborers and employees except

\_\_\_\_\_

(If none, write

none).

It is understood and agreed that Fairfield Township, Ohio shall be the sole judge of any imperfections, and the within repairs done under their supervision.

Guarantee Period Begins:

(Date) \_\_\_\_\_

\_\_\_\_\_

(Name of Company)

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

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

This \_\_\_ day of \_\_\_\_\_ 20\_\_\_, \_\_\_\_\_ being personally known to me, appeared before me and executed the foregoing Guarantee and acknowledged such execution to be his free act and deed.

\_\_\_\_\_  
Notary Public

NOTARY SEAL

My Commission expires \_\_\_\_\_, 20\_\_\_.

Seal of Notary



**FINAL RELEASE OF LIEN**

For and in consideration of \_\_\_\_\_ the receipt and sufficiency of which is hereby acknowledged, the undersigned

\_\_\_\_\_  
(Name of Company)

does hereby waive, release and relinquish any and all claims, demands, and rights of lien for all work, labor, material, machinery, and other goods, equipment, and services done, performed, and furnished in and for the Improvement, Repair and Construction of the **Fairfield Township, Butler County Sanitary Line Project .**

It is further certified that affidavits of all subcontractors on this job are attached, and that certificates from all suppliers on the job are attached, other than material taken out of stock.

IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Name of Company)

By:

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

This day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_,

\_\_\_\_\_ being personally know to me, appeared before me and executed the foregoing Final Release of Lien and acknowledged such execution to be his free act and deed.

\_\_\_\_\_  
Notary Public

Notary Seal  
My Commission expires \_\_\_\_\_, 20\_\_.  
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Seal of Notary

**SUB-CONTRACTOR ACKNOWLEDGMENT OF PAYMENT**  
**AND FINAL RELEASE OF LIEN**

For and in consideration of \_\_\_\_\_ the receipt and sufficiency of which is hereby acknowledged, the undersigned:

\_\_\_\_\_  
(Name of Company)

does hereby waive, release and relinquish any and all claims, demands, and right of lien for all work, labor, material, machinery, and other goods, equipment, and services done, performed, and furnished in and for the improvement, repair and construction of the **Fairfield Township, Butler County Sanitary Line Project .**

**IN WITNESS WHEREOF**, the undersigned has caused these presents to be duly executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Name of Company)

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

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

This \_\_ day of \_\_\_\_\_, 20\_\_, \_\_\_\_\_  
being personally known to me, appeared before me and executed the foregoing Final Release of Lien and acknowledged such execution to be his free act and deed.

\_\_\_\_\_  
Notary Public

Notary Seal  
My Commission expires \_\_\_\_\_, 20\_\_\_\_

Seal of Notary





EEO AFFIDAVIT

State of \_\_\_\_\_ )  
 ) SS:  
County of \_\_\_\_\_ )

I, \_\_\_\_\_, being duly sworn hereby state that I am  
( Affiant )

\_\_\_\_\_ of \_\_\_\_\_ and that said Company  
( Title ) ( Company )

pledges to provide equal opportunity to all employees or applicants for employment without regard to race, color, creed, national origin, sex, or age. Said pledge applies to all matters pertaining to employment including hiring, placement, upgrading, transfer, demotion, removal, recruitment, pay, training, and layoff.

This statement made in accordance with Title VII of the Civil Rights Act of 1964.

\_\_\_\_\_  
Affiant

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day  
of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

County of \_\_\_\_\_, State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## **General Requirements**

### **PRE-CONSTRUCTION MEETING:**

Following the award of the contract and before starting **any** work, the contractor and his superintendent, shall meet with representatives of Fairfield Township for a pre-construction meeting. The purpose of such, meeting is to review all restrictions and regulations governing the work. Any schedules, requests, papers, approvals, submittal, changes, etc. as called for in the Contract Documents shall be done at this time unless otherwise directed. The contractor will be notified of the date, time and place of the meeting.

### **SITE CONDITIONS:**

Site Conditions. - Prior to bidding, the Contractor shall make a thorough review of the site and note pertinent bidding information as well as verify the Contract Documents as to their accuracy and completeness and record all pertinent information. The Contractor should anticipate wet weather and wet site conditions and make provisions accordingly to assure completing the project on time.

### **BIDDER'S ABILITY TO COMPLETE THE CONTRACT WORK:**

The bidder is advised; that the Township may, prior to award of this Contract, require the Bidder to submit information verifying that he will be able to complete the work on or before the completion date indicated herein. Such information may include data indicating the Bidder's current and anticipated workload during the life of this Contract, the number and skills of personnel available to perform this work, the type and amount of equipment he has available or can obtain for this work, or any other information necessary to prove the Bidder's capabilities in this regard to the Township's satisfaction. This information may be used in determining the lowest and best bid.

### **O.S.H.A.:**

The prime contractor and any subcontractor may make their own arrangements with respect to obligations but neither may delegate any legal responsibility to the other. In no case shall the prime contractor be relieved of the overall responsibility for the compliance with the requirements of CFR 1910 & 1926 Occupational Safety and Health General Construction Industry Standards for all the work to be performed under the contract.

The prime contractor assumes all obligations prescribed as employer obligations under the CFR 1910 & 1926 standards whether or not he subcontracts any part of the work. With respect to subcontracted work, the prime contractor and subcontractors shall be deemed to have joint safety and health responsibility of the work site.

## **TECHNICAL SPECIFICATIONS**

Unless otherwise indicated in the plans, all work for this project will be completed in accordance with Ohio Department of Transportation Construction and Materials Specifications, 2010, and supplements to these specifications followed by Butler County, Ohio or Fairfield Township, Butler County, Ohio.

### **UTILITIES**

Listed below are all utilities located within the project construction limits together with their respective owners:

#### ***GAS:***

#### ***ELECTRIC:***

#### ***TELEPHONE:***

Cincinnati Bell  
221 East 4th Street, Room 343  
Cincinnati, Ohio 45202

#### ***WATER & SEWER:***

Butler County Water Resource Department

#### ***CABLE:***

Time Warner Cable  
11252 Cornell Park Drive  
Fairfield Township, Ohio 45242  
Contact: Gary Napier

The locations of the underground utilities shown on the plans are as obtained from the owners as required by Section 153.64 O.R.C.

Engineer Plans