



**Glen Helen Association (GHA)
Yellow Springs, Ohio**

**BID REQUEST AND
CONTRACT DOCUMENTS FOR
Bridges 1B, 24B, 27B, and 33B**

**Clean Ohio Green Space
Conservation Program**

**Glen Helen Association
Nick Boutis, Project Manager**

**BID DUE DATE: 08/30/2024
by 1PM**

**Site inspections with a GHA representative scheduled for:
Friday 08/16/2024 at 9am.**

**Sites are open for inspection during normal business
hours, dawn to dusk**

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NOTICE TO CONTRACTORS

SECTION A

LEGAL NOTICE INVITATION TO BID

Bids will be received by the Glen Helen Association (GHA), in the Vernet Building, 405 Corry St., Yellow Springs, OH 45387, **until Friday, 08/30/2024 at 1:00 p.m.** for the Cascades Bridge, (Turnkey Solutions). Bids can be emailed, please send the bids to both Nick Boutis at nboutis@glenhelen.org and Paul Sampson at ps.adk46r@gmail.com.

Please provide a bid/quote for the following projects: Bridges: 1B, 24B, 27B, and 33B. It is anticipated that each project will be bid as a separate line item.

Bridge 1B shall be fabricated and installed per Vector's design. Contractor shall install the abutments per Vector's design.

Bridge 24B is a Bedford fiber reinforced plastic bridge kit provided by GHA including decking. Contractor shall install the abutments per Vector's design and assemble and install the kit per Bedford's instructions.

Bridge 27B is a Bedford fiber reinforced plastic bridge kit provided by GHA including decking. Contractor shall install the abutments per Vector's design and assemble and install the kit per Bedford's instructions.

Bridge 33B is a Bedford fiber reinforced plastic bridge kit provided by GHA including decking. Contractor shall install the abutments per Vector's design and assemble and install the kit per Bedford's instructions.

The bids will be evaluated, then an award announcement(s) will be made at a later date.

The evaluation criteria will be:

1. Cost (50%)
2. Contractor experience and technical expertise (30%)
3. Implementation schedule (10%)
4. Experience of project team and team leader (10%)
5. Bid Compliance Failure (Disqualification)
6. High Risk Assessment (Disqualification)

The hyperlink to the Bid Request and Contract Documents for the above may be obtained by contacting either Nick Boutis or Paul Sampson. Email Nick Boutis at nboutis@glenhelen.org or Paul Sampson at ps.adk46r@gmail.com.

Each bid shall contain the full name and address of each person or company submitting a bid. The bid/proposal must be made using the forms provided in the bid request documents, Section F, or a copy thereof, with a price quoted for the work, the price for the design, labor and materials to be separately stated.

Attention of bidders is called to the following requirements: prevailing wage, various insurance requirements, various equal opportunity provisions, the requirement for payment bond and

Performance Bond, Personal Property Tax Statement, and Non-Collusion Affidavit. Funding for this project is being provided in part by the Clean Ohio Green Space Conservation Program.

Bids must be accompanied by a Bid Bond for the full amount of the bid or a certified check, or cashier's check equal to 10% of the bid. Failure to submit a proper bid bond as required will automatically invalidate the bid. Checks shall be made payable to the Glen Helen Association. The successful bidder will be required to post a Performance Bond in the amount equal to 100% of the bid award and if bidder fails to post the same, the bid guaranty shall be forfeited as liquidated damages. Checks of the unsuccessful bidders will be returned immediately after bid award is made. No bidder may withdraw his proposal within sixty (60) days after the actual date of the opening thereof.

Site inspections with a GHA representative is scheduled for bidders at 9:00 AM on Friday, 08/16/2024. We will meet at the Trailside Museum parking lot, 505 Corry St., Yellow Springs, OH 45387. Bidders are welcome to inspect the site, existing structures, logistics and conditions of work any time during normal Glen Helen Nature Preserve business hours, dawn to dusk.

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

Glen Helen Association reserves the right to accept or reject any, and all proposals; to waive any irregularities or informalities in the bidding; and to enter into a contract with the bidder who in its consideration offers the best value bid at a reasonable cost.

INSTRUCTIONS TO BIDDERS
SECTION B

INSTRUCTIONS TO BIDDERS

RECEIPT OF BIDS: Bids will be received by the Glen Helen Association, in the Vernet Building, 405 Corry St., Yellow Springs, OH 45387, **until Friday, 08/16/2024 at 1:00 p.m.** for the Glen Helen Bridges, Boardwalks, and Trails New Construction and Repair Projects. Bids can be emailed, please email your bid to both Nick Boutis at nboutis@glenhelen.org and Paul Sampson at ps.adk46r@gmail.com. GHA shall open bids in private, and share a bid table with all bidders.

1. **Glen Helen Association may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids.** Any bid may be withdrawn prior to the above scheduled due date 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 due date.
2. **PREPARATION OF BID:** Each bid must be submitted on the prescribed form and accompanied by a Bid Bond (If required), Certified Check, or Letter of Credit, the Non-collusion Affidavit, and the Statement on Delinquent Taxes. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certifications must be fully completed and executed when submitted. In case of discrepancies of written words and figures, the prices written in words shall govern.
3. **BID MODIFICATION:** Any bidder may modify their bid at any time prior to the scheduled closing time for receipt of bids, provided such modification is received prior to the closing time, and, provided further, the GHA is satisfied that a written or email confirmation of the modification was mailed or emailed prior to the closing time.
4. **METHOD OF BIDDING:** The GHA requires unit price for design, labor and materials for the project and a lump sum price. The contractor must use the supplied BBWT Bid Form.
5. **QUALIFICATIONS OF BIDDER:** It is required that bidders provide a brief company history and qualifications in their bid package. Additionally, GHA may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the GHA all such information and data for this purpose as the GHA may request. Conditional bids will not be accepted.
6. **BID SECURITY: If Required,** each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the form of bid bond attached thereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the GHA, in the amount of 10% of the bid. Such cash, checks or bid bonds will be returned to all except the awarded best value low bidder. The cash, checks or bid bonds will be returned promptly after the GHA and the accepted bidder(s) have executed the contract, or, if no award has been made within sixty (60) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
7. **TIMING:** The contract time to fully complete the project shall be 60 consecutive calendar days following the date of commencement of work to be specified in a written "Notice to Proceed" or no later than October 31, 2024, whichever is more restrictive. However, a cost time extension

may be requested.

8. **LIQUIDATED DAMAGES:** The successful bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he/she has received notice of the acceptance of his/her bid, shall forfeit to the GHA, as liquidated damages for such failure or refusal, the security deposited with his/her bid.
9. **CONDITIONS OF WORK:** Each bidder must inform themselves fully to the conditions relating to the completion of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all materials and labor necessary to carry out the provisions of his/her contract. Insofar as possible, the contractor in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.
10. **OBLIGATION OF BIDDER:** At the time of the evaluation of bids each bidder will be presumed to have read and to be thoroughly familiar with the plans and contract documents. The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his/her bid.
11. **EXAMINATION OF SITE:** Each bidder shall and is hereby directed to inspect the entire site of the proposed work and judge for himself/herself as to all the circumstances affecting the cost and progress of the work and shall assume all patent and latent risks in connection herewith. Site inspections with a GHA representative can be scheduled, please contact Paul Sampson. Bidders are welcome to inspect the site, existing structures, logistics and conditions of work any time during normal Glen Helen Nature Preserve business hours, dawn to dusk. Address: 505 Corry St., Yellow Springs, OH 45387.
12. **SOIL CONDITIONS:** Subject to the convenience of the GHA, prospective bidders will be permitted to explore the site by making borings or digging test pits in the trail-bed. In such event, the work shall be done at the sole expense and risk of the bidder, and he shall maintain and restore the site to original condition.

The GHA does not guarantee the accuracy of any information or samples which it may have obtained from test borings or otherwise as to the kind or condition of the soil that may be encountered in the performance of the proposed work, neither does the GHA represent that the plans and specifications drawn are based upon any data so obtained. The GHA does not make any representation as to the soil which may be encountered or of soil or water which underlies the work or is adjacent thereto, including any difficulties that may be due to quicksand, or other unfavorable conditions that may be encountered in the work, whether apparent upon surface inspection or disclosed in the process of carrying forward the work.

13. **WORKING FACILITIES:** The plans show, in the general manner, the existing structures and the surrounding landscape. The bidders must satisfy themselves of the conditions and difficulties that may be encountered in the execution of the work at each project site. Some project sites are not accessible by vehicle. It is highly recommended that the bidders attend one or both of scheduled site inspections.
14. **ADDENDA AND INTERPRETATIONS:** No official representation of the meaning of the plans, specifications, designs, or other pre-bid documents will be made to any bidder orally. Every

request for such interpretation should be in writing addressed to Nick Boutis at nboutis@glenhelen.org and Paul Sampson at ps.adk46r@gmail.com and to be given consideration, must be received at least five (5) days prior to the bid due date. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be emailed with a read receipt requested to all prospective bidders (at the respective email addresses furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.

15. **UTILITY SUPPLY:** All electric and water for construction purposes, as well as the expense of having electric and water conveyed about the work, must be provided by the Contractor and the cost of this work shall be included in the unit prices stipulated for the various items of the work to be done under this contract.

The source, quality and quantity of water furnished shall, at all times, be satisfactory to the local codes.

16. **SIGNATURE OF BIDDERS:** The firm, corporate or individual name of the bidder must be signed in ink in the space provided for the signatures on the proposed blanks. In the case of a corporation, the title of the officer signing must be stated and such officer must be thereunto duly authorized and the seal of said corporation duly affixed. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of the firm". In the case of an individual, use the terms "doing business as", or "sole proprietor". The bidder shall further state in his proposal the name and address of each person or corporation interested therein.

17. **NOTICE OF SPECIAL CONDITIONS:** Attention of the bidder is particularly called to those parts of the General Contract Conditions and other contract documents and specifications which deal with the following:

- a. Insurance requirements.
- b. Requirement for a payment bond and performance bond for 100% of contract price.
- c. Requirement that all subcontractors be approved by the GHA.
- d. Time-for-completion and liquidated damages requirements.
- e. Affirmative Action and Equal Opportunity provisions.

18. **ADDITIONAL OBLIGATIONS UPON CONTRACT AWARD:** Upon award of the contract(s) but prior to execution of the final agreement and notice to proceed, the contractor shall submit all the following documents, completed as required:

- a. Acceptance of Notice of Award.
- b. Contract.
- c. Insurance certificate(s) and/or policy(ies).
- d. Performance Bond.
- e. (If over \$10,000) Certification of Bidder Regarding Equal Employment Opportunity.

19. **FOREIGN CORPORATIONS AND CONTRACTORS**

- a. Foreign Corporations

Definition: "Foreign Corporation" means a corporation incorporated under the laws of another state. No contract shall be entered into with a foreign corporation until the Secretary of State has certified that such corporation is authorized to do business in Ohio; and until, if the bidder so awarded the contract is a person or partnership, it has filed with the Secretary of State a Power of Attorney designating the Secretary of State as its agent for the purpose of accepting service of summons in any action brought under Section 153.05 of the Ohio Revised Code or under Sections 4123.01 to 4123.94, inclusive of the Revised Code.

***GENERAL CONTRACT
CONDITIONS
SECTION C***

GENERAL CONTRACT CONDITIONS

ARTICLE 1 - CONTRACT AND CONTRACT DOCUMENTS

- A. All applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
- B. The Plans, Specifications and Addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents is solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

ARTICLE 2 - PERFORMANCE AND PAYMENT BONDS

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

ARTICLE 3 - WAGE RATES

In the event that the rate of wages paid for any trade or occupant in the locality where such work is being performed are under current collective agreements or understandings between bona fide organizations of labor and employer, then the wages to be paid shall be not less than such agreed wage rates, nor less than the minimum rates compiled by the Ohio Prevailing Wage. A copy of these prevailing rates of wages has been included in these specifications.

Every contractor and Subcontractor who is subject to this contract shall, as soon as he/she begins performance under his/her contract with the GHA, supply the GHA a schedule of the dates of which he/she is required to pay wages to employees. He/She shall also deliver to GHA prevailing wage coordinator within three weeks after each pay date, a certified copy of his/her payroll which shall exhibit for each employee paid any wages, name, current address, social security number, number of hours worked each day on the pay period and the total for each week, hourly rate of pay, job classification, fringe payments, and deductions from wages. The certification of each payroll shall be executed by the Contractor, Subcontractor, or duly executed by the Contractor, Subcontractor, or duly appointed agent thereof and shall recite that the payroll is correct and complete and that the wage rate shown is not less than those required by the contract. **Insofar as possible, local labor shall be employed on this work.**

ARTICLE 4 - AFFIRMATIVE ACTION

The Contractor shall appoint a company representative to assume the responsibility for the implementation of the requirements, terms and conditions of these bid conditions.

ARTICLE 5 - INSURANCE

A. The Contractor shall not commence work under this Contract until he has obtained all the insurance required hereunder and such insurance has been approved by the GHA, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. Approval of the insurance by the GHA shall not relieve or decrease the liability of the Contractor hereunder.

B. The Contractor shall file with the GHA all Certificate(s) of Insurance as are necessary to document the insurance coverage required hereunder, subject to the approval of the GHA and receipt of any additional forms/documentation requested, prior to final execution of the Agreement Contract and issuance of the Notice to Proceed.

C. **Worker's Compensation**

All contractors and subcontractors shall acquire and maintain, during the term of the Contract, Worker's Compensation insurance in full compliance with the laws of the State of Ohio.

D. **Contractor's Liability Insurance**

Commercial General Liability insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of \$2,000,000, including coverage for subcontractors, if any are used. Umbrella or Excess Liability (over and above Commercial General Liability) with a limit of at least \$2,000,000.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Greene County, or its departments, with limits of at least \$1,000,000 (combined single limit) for Commercial Auto or \$300,000 (combined single limit) or, \$100,000 per person and \$300,000 per accident for Bodily Injury and \$100,000 per accident for property damage for self-employed.

E. **Builder's Risk Insurance**

Each contractor shall maintain insurance to protect himself and the GHA, jointly, from loss incurred by fire, lightning, extended coverage hazards, vandalism, theft, explosion and malicious mischief in the full amount of the Contract and such insurance shall cover all labor and material connected with the work, including materials delivered to the site, but not yet installed.

F. **Installation Floater Insurance**

When a contractor is involved solely in the installation of materials and not in the demolition of a structure, an Installation Floater is required in lieu of a Builder's Risk Policy with the same general conditions applying as set forth in Paragraph E.

G. The Policies as listed above shall contain all the following special provisions:

- i. The Company agrees that thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy with respect to the Contract involved, written notice will be mailed to the GHA.
- ii. The maintaining of such insurance as outlined herein shall in no way constitute a waiver of legal liability for damage to any adjoining buildings or their contents or the work and property of others on the site beyond the limits of insurance thus maintained. The Contractor shall hold the GHA free and harmless from any injury and damage resulting from the negligent or faulty performance of the Contract by the Contractor or by his/her Subcontractors.
- iii. Each contractor shall hold the GHA harmless from all payments for patents, either as royalty or otherwise, in the use of materials, methods, appliances, etc., that he may be in any way involved in or connected with any part of his work or the work of his Subcontractors. Prior to commencement of any work under the Contract, the contractor shall furnish one (1) copy of Declaration of Insurance as evidence of coverage.

H. Failure to Maintain Coverage

- i. The Contractor's failure to maintain current insurance certificates at any time during the duration of the contract shall be deemed a breach of the contract. In the event of such breach, the GHA shall have the right to withhold any further payment(s) due and to terminate the contract immediately without liability for any such payment(s).
- ii. In lieu of termination, the GHA may, at its option, choose to withhold any further payment(s) due until the Contractor presents current certificates. In the event that the Contractor fails to present current certificates to the GHA's satisfaction, the GHA may exercise its right to terminate the contract in accordance with the above paragraph.

ARTICLE 6 - SAFETY

- A. The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and program in connection with the work. He/She will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees on the work and other persons who may be affected thereby, and all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction and repair.
- B. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety protection. He/She will notify GHAs of adjacent utilities when prosecution of the work may affect them.
- C. The Contractor shall comply with the safety standards provisions of applicable laws, building and demolition codes and the "Manual of Accident Prevention in Demolition" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-586), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971. The Contractor shall also comply with Chapter 4104.9-2 of the Ohio Revised Code prohibiting the

Employment of Minors in Occupations Hazardous or Detrimental to their Health.

- D. The Contractor shall maintain at his/her office or other well-known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured at the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.
- E. Signs and barricades shall be used to maintain or redirect vehicular and pedestrian traffic during the course of this contract in accordance with local, state, and federal specifications, and in coordination with GHA staff.

ARTICLE 7 - PERMITS

The GHA is not responsible for obtaining and paying for any of the permits. The Contractor is responsible for obtaining and paying for all other necessary permits and licenses from the proper authorities. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and/or specified. If the Contractor observes that the Contract Documents are at variance therewith, he/she shall promptly notify the GHA in writing.

ARTICLE 8 - SUPERVISION

- A. The Contractor will supervise and direct the work. He/She will be solely responsible for the means, methods, techniques, sequences, and procedures of demolition. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The Supervisor shall have full authority to act on behalf of the Contractor and communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present and on the site at all times as required to perform adequate supervision and coordination of the work.
- B. The GHA and its representatives will, at all times, have access to the work. In addition, authorized representatives and agents of any participating state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.
- C. The Contractor shall submit a proposed program of operation, showing clearly how he/she proposed to conduct the work as to bring about the completion of his/her work within the time limit specified. This program shall outline the proposed sequence of operations, the rates of progress and the dates when his/her work will be sufficiently advanced to permit the installation of the work under other contracts, and the estimated progress payments due under the Contract. The program shall be subject to the approval of the GHA.
- D. All construction as proposed along all City, Township, County, State and Federal roads including storage and stockpiling of materials, is to be conducted within the limits of the public right-of-way. Bracing, sheeting and shoring shall be used to keep all demolition work within the demolition limits unless work agreements are secured from the adjacent property GHAs. It is the Contractor's responsibility to secure these work agreements, if deemed necessary. Copies of the work agreements shall be delivered to the Engineer and the GHA prior to any work beginning on the

affected property.

ARTICLE 9 - CLAIMS AGAINST CONTRACTOR

The Contractor shall indemnify and save the GHA or the GHA's agents harmless from all claims growing out of the lawful demands of Subcontractor's laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the GHA's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the GHA may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contractor Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the GHA to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the GHA shall be considered as a payment made under the Contract Documents by the GHA to the Contractor and the GHA shall not be liable to the Contractor for any such payments in good faith.

ARTICLE 10 - SUBCONTRACTING

- A. Neither the Contractor nor the GHA shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of his right, title, or interest therein, or his obligations thereunder.
- B. The Contractor shall not sublet, sell, transfer or assign any portion of the contract without written consent of the GHA or his/her designated agent. When such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his/her own organization, work amounting to no less than fifty percent of the total contract cost, except that any item designated in the contract before computing the amount of work required to be performed by the Contractor with his/her own organization. No subcontract, or transfer of contract, shall in any way release the Contractor or his/her liability under the contract and bonds.
- C. The Contractor shall not award work to subcontractor(s) without prior written approval of the GHA, after verification by the Ohio Department of Development of the subcontractor's current eligibility status, and after submission of all certifications as required in Item 11 of Instructions to Bidders. The Contractor shall be fully responsible to the GHA for the acts and omissions of the subcontractor(s), and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

ARTICLE 11 - CHANGE OF WORK

- A. The GHA reserves the right to make, at any time during the progress of the work, such increases or decreases in quantities and such alterations in details of work as may be deemed necessary or desirable. Such increases or decreases and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered, the same as if it had been a part of the original contract.
- B. Authorized alterations in plans or quantities of work involving work not covered by unit prices in the proposal shall be paid for as stipulated in the change order authorizing such work.

- C. No changes in work covered by the approved Contract shall be made without having prior written approval of the GHA.

ARTICLE 12 - TIME

- A. The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- B. The Contractor will proceed with the work at such rate of progress to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the GHA, that the Contract Time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- C. The contract time to fully complete the project shall be 60 consecutive calendar days following the date of commencement of work to be specified in a written "Notice to Proceed" or no later than October 31, 2024. Whichever is more restrictive. However, a cost time extension may be requested.
- D. If the Contractor shall fail to complete the work within the Contract Time, or extension of time granted by the GHA, the Contractor will pay to the GHA for liquidated damages \$450.00 for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents. The Contractor agrees that this amount is not a penalty and is reasonable in light of the harm that will be caused by the Contractor's late performance, the difficulty of proving the extent of monetary loss, and the inconvenience of otherwise obtaining an adequate remedy at law. The parties agree that they have attempted to estimate the GHA's potential damages in advance and determined that the anticipated amount of damages was uncertain and difficult to prove. The parties further agree that the liquidated damages amount is a genuine estimate of the GHA's damages for the Contractor's late performance of the contract, and the parties intend that damages in the amount stated should follow the Contractor's breach of contract by late performance.

ARTICLE 13 - COMPLETION OF WORK

- A. The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one year from the date of Substantial Completion. The Contractor warrants and guarantees for a period of one year from the date of Substantial Completion of the improvement that it is free from all defects due to faulty materials or workmanship, and the Contractor shall promptly make corrections as may be necessary by reason of such defects. The GHA will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make repairs, adjustments, or other work which may be made necessary by such defects, the GHA may do so and charge the Contractor the cost thereby incurred. The Contract Bond shall remain in full force and effect through the guarantee period.
- B. When the work, including that performed by Subcontractors, is completed, the site shall be cleaned of all rubbish and debris caused by any structural demolition. All sheds or other temporary structures, surplus materials, and equipment shall be removed and the project left in a neat and presentable condition.

ARTICLE 14 - TERMINATION

After ten (10) days from delivery of a written Notice to the Contractor, the GHA may, without cause and without prejudice to any other right or remedy elect to terminate the Contract. In such case the Contractor shall be paid for all work executed and any expense sustained plus reasonable profit, unless such termination was due to the act or conduct of the Contractor.

ARTICLE 15 - PAYMENT

Payment to the Contractor shall be made by the GHA as follows: thirty (30) days from the receipt of an approved Invoice. The GHA's Representative shall certify on the pay request that he approved the completed work prior to the GHA making payment. Upon receipt of an approved progress schedule from the Contractor, the GHA shall submit a drawdown request to the Ohio Department of Development for funds to pay the contractor. A turnaround time of 30 days is expected before said funds are forwarded to the GHA. It is important that the progress schedule be based on achievable goals, and that the Contractor make every effort to meet target dates. The GHA may hold the proceeds of a State drawdown for only a short period. If the funds from the drawdown are not expended during the prescribed period, those funds must be returned and a new drawdown requested. This causes delay in making payments to contractors.

ARTICLE 16 – CONTRACTOR STATUS

The Contractor understands and agrees that it is an independent contractor and agrees to indemnify and hold the GHA harmless from liability for any and all claims, demands, or suits, in contract or in tort, actual or threatened, and from damages or payments including, but not limited to, costs and expenses arising out of breach of contract or the acts or omissions of the Contractor.

For the purposes of chapter 145 of the Ohio Revised Code, any individual employed by the Contractor who provides personal services to the GHA is not a public employee.

TECHNICAL SPECIFICATIONS
SECTION D

1. Technical specifications for Bridges, Boardwalks and Trails shall comply with all local, state, federal, and OSHA codes. Construction of Bridges, Boardwalks and Trails shall optimize and facilitate access to hikers and to a lesser extent trail runners. All wood materials must be pressure treated, water contact unless otherwise specified in the Project Specification section. The contractor shall make an effort to collect all pressure treated sawdust and dispose of it properly.
2. Suitable fill material and stone must be specified for each project. In general, they all must be natural material, typically limestone. For example, crushed and recycled road fill or concrete slabs are not acceptable materials.
3. All hardware must be of the highest quality. Galvanized or stainless steel carriage bolts to attach posts and rails are required. Only tan coated, exterior use star deck screws should be used to attach treads with a minimum sink depth of 1.5 inches.
4. Steel shall be Cor-ten® Weathering Steel or like Weathering Steel product with the same material properties.
5. Bridges, trails, and boardwalks shall take into account the follow general factors:
 - A. Alleviate congestion and conflicts among users.
 - B. Accommodate all ages, so less technical or rugged, to provide a higher quality trail experience.
 - C. Accommodate users without compromising the safety or enjoyment.
 - D. Mitigate site-specific constraints such as poor sightlines, steep terrain (by allowing construction of stairs), or avoid sensitive environmental areas.
 - E. Hardened crossings are most appropriate for drainages that experience seasonal, slow-moving water that would otherwise erode a trail.
 - F. Trail hardening can be accomplished through a variety of materials such as stone base or large flat stones tightly fitted together.
 - G. Trail drainage improvements must be addressed for each project.
 - H. Erosion control must be addressed in each project.
 - I. Bridge abutments as a minimum will be 4000 psi fiber reinforced concrete rebar pinned/reinforced and meet all code requirements.
 - J. Bridge abutments will either be limestone slabs on a compacted surface.
 - K. Bridges should be designed to allow for expansion and contraction.
6. The following design drawings are general guidelines for bridges, boardwalk, and trail construction. They can be used to describe individual projects. Additional drawings can be found at US Department of Agriculture and US National Forest Service websites. Specific requirements for each project can be found in Section E, titled Project Specifications.
7. Remove all debris from the job site for each project including pressure treated sawdust.

Vector's Designs for Bridges: 1B, 24B (abutment only), 27B (abutment only), and 33B (abutment only) are provided as a separate PDF attachment.

GENERAL STRUCTURAL NOTES

These drawings and the design are the property of Glen Helen Association and are not to be copied or manufactured without their written consent.

SPECIFICATIONS:
Design Standard: AASHTO LRFD Guide Specification for Design of Pedestrian Bridges (2009) and AISC Manual of Steel Construction, 14th Edition.

DESIGN LOADS:

- Uniform Live Load: 90 psf
- Wind: 35 psf on full truss profile & 30 psf uplift on the bottom of bridge applied at the windward quarter point of deck width.
- Stream Load: 5 lbs (assumed) = 35 psf on all bridge structure below main girders. Note: Vector Structural Engineering strongly recommends actual peak flow rate be determined by independent 3rd party prior to bridge fabrication.

Seismic:

$S_s = 0.141 g$	$S_1 = 0.068 g$
$S_d = 0.150 g$	$S_4 = 0.109 g$
$T_s = 1.25$	$T_u = 2$

Site Class D
Seismic Design Category B

- ALUMINUM:**
- All aluminum shapes and plates shall be alloy/temper 6061-T6.
 - All aluminum weld filler shall be 5356.
 - All welders shall conform to American Welding Society AWS D1.2.
 - All fasteners including bolts, screws, nuts, and washers shall be grade 304 stainless steel.
 - All welds shall be specified in accordance with the above AWS code.
 - All welded connectors are pre-qualified joints per AWS Code unless otherwise detailed.
 - All tube shapes shall be capped at open ends.
 - All closed shapes shall have weep holes in the middle and at each end to ensure no water becomes entrapped.

- FOUNDATION:**
- Abutment design is based upon the following presumptive soil parameters. Vector Structural Engineering strongly recommends a geotechnical investigation be performed.
Allowable Bearing Pressure: 1,500 psf
Passive Pressure: 100 pcf
Friction coefficient: 0.35

- ABUTMENT CONCRETE:**
- All phases of work pertaining to the concrete construction shall conform to the "Building Code Requirements for Reinforced Concrete" (ACI 318 latest approved edition) with modifications as noted in the drawings and specifications.
 - Reinforced concrete design is by the "Ultimate Strength Design Method", ACI 318—(latest edition).
 - Schedule of structural concrete 28-day strengths and types:

Location in structure	Strength (PSI)	Type
Concrete Abutment	4,000	Hard rock
Concrete Footings	5,000	Hard rock

- Periodic special inspection is required for placement of rebar, anchor bolts, & concrete mix design.
- Concrete mix design shall be submitted to the engineer for approval with the following requirements:
 - Compressive strength at age 28 days as specified above.
 - Large aggregate—hardrock, 3/4" maximum size conforming to ASTM C-33
 - Cement—ASTM C-150, Type V Portland cement
 - Slump from 5" to 7"
 - Max. water cement ratio: 0.45
 - No admixtures, except for retardant etc, and as approved by the engineer
 - Concrete mixing operations, etc. shall conform to ASTM C-94
 - Concrete curing operations, etc. shall conform to ACI standard 514 and project specifications.
 - Clear coverage of concrete over outer reinforcing bars shall be as follows, U.N.O.:
 - Concrete poured directly against earth = 3" clear
 - Formed concrete with earth back fill = 2" clear
 - All reinforcing bars, anchor bolts and other concrete inserts shall be well secured in position prior to placing concrete.
 - Reinforcing steel shall conform to ASTM A615 Gr. 60.
 - Reinforcement is not permitted to be welded.
 - Reinforcement shall be epoxy coated.

- BRIDGE DECKING:**
- 2x6 (1 1/2" x 5 1/2") wood planks shall be naturally durable hardwood (Tabebuia Spp Lapacho Group). All planks shall be graded as FEQ-CAH (First Export Quality - Clear All Heart).
- RAIL POSTS & RAILS:**
- Posts to be 4x4 (3 1/2" x 3 1/2"). Posts shall be naturally durable hardwood (Tabebuia Spp Lapacho Group). All posts shall be graded as FEQ-CAH (First Export Quality - Clear All Heart).
 - Rails to be 2x4 (1 1/2" x 3 1/2"). Rails shall be naturally durable hardwood (Tabebuia Spp Lapacho Group). All rails shall be graded as FEQ-CAH (First Export Quality - Clear All Heart).

BRIDGE (34') SERVICEABILITY :

BRIDGE STRINGER WEIGHT:	250 lbs
BRIDGE TOTAL WEIGHT (w/ deck):	2,250 lbs
UNIFORM LIVE LOAD DEFLECTION:	L/512
FUNDAMENTAL FREQUENCY:	14.0 Hz (Vertical) 8.7 Hz (Horizontal)

BRIDGE (30') SERVICEABILITY :

BRIDGE STRINGER WEIGHT:	140 lbs
BRIDGE TOTAL WEIGHT (w/ deck):	1,900 lbs
UNIFORM LIVE LOAD DEFLECTION:	L/507
FUNDAMENTAL FREQUENCY:	14.7 Hz (Vertical) 11.3 Hz (Horizontal)

BRIDGE (21') SERVICEABILITY :

BRIDGE STRINGER WEIGHT:	120 lbs
BRIDGE TOTAL WEIGHT (w/ deck):	1,550 lbs
UNIFORM LIVE LOAD DEFLECTION:	L/451
FUNDAMENTAL FREQUENCY:	15.4 Hz (Vertical) 14.3 Hz (Horizontal)

BRIDGE (14') SERVICEABILITY :

BRIDGE STRINGER WEIGHT:	80 lbs
BRIDGE TOTAL WEIGHT (w/ deck):	1,050 lbs
UNIFORM LIVE LOAD DEFLECTION:	L/439
FUNDAMENTAL FREQUENCY:	15.3 Hz (Vertical) 14.8 Hz (Horizontal)

SHEET INDEX:

SHT #	SHEET NAME	ORIGINAL	REVISION 1	REVISION 2	REVISION 3	REVISION 4	REVISION 5	REVISION 6	REVISION 7	REVISION 8	REVISION 9	REVISION 10
T1	GENERAL STRUCTURAL NOTES	•										
S1	34' BRIDGE PLAN & ELEVATION	•										
S1.1	30' BRIDGE PLAN & ELEVATION	•										
S1.2	26' BRIDGE PLAN & ELEVATION	•										
S1.3	14' BRIDGE PLAN & ELEVATION	•										
S2	STRUCTURAL DETAILS	•										
S2.1	STRUCTURAL DETAILS	•										
S3	STRUCTURAL DETAILS	•										
S4	ABUTMENT LAYOUTS & DETAILS	•										
S4.1	ABUTMENT LAYOUTS	•										

ABBREVIATIONS

AB	ANCHOR BOLT	CB	CONCRETE BRIDGE	CS	CL	CL	CL
AD	ADJUSTER	CL	CLEARANCE	CS	CL	CL	CL
AR	ARCHITECTURAL FINISHES	CS	CONCRETE OF RECORD	CS	CL	CL	CL
AS	ASBESTOS	CS	CONCRETE OF RECORD	CS	CL	CL	CL
AT	ASBESTOS	CS	CONCRETE OF RECORD	CS	CL	CL	CL
BA	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
BB	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
BC	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
BD	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
BE	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
BF	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
BG	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
BH	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
BI	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
BJ	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
BK	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
BL	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
BM	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
BN	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
BO	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
BP	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
BQ	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
BR	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
BS	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
BT	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
BU	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
BV	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
BW	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
BX	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
BY	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
BZ	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
CA	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
CB	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
CC	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
CD	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
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CI	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
CJ	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
CK	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
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CM	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
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CO	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
CP	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
CQ	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
CR	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
CS	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
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CX	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
CY	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
CZ	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
DA	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
DB	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
DC	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
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DK	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
DL	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
DM	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
DN	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
DO	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
DP	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
DQ	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
DR	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
DS	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
DT	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
DU	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
DV	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
DW	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
DX	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
DY	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
DZ	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
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EE	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
EF	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
EG	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
EH	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
EI	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
EJ	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
EK	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
EL	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
EM	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
EN	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
EO	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
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ES	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
ET	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
EU	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
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EY	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
EZ	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
FA	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
FB	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
FC	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
FD	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
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FG	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
FH	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
FI	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
FJ	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
FK	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
FL	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
FM	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
FN	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
FO	BALANCE	CS	CONCRETE OF RECORD	CS	CL	CL	CL
FP							

Bedford's Fiber Reinforced Plastic (FRP) Bridge designs are provided as a separate PDF attachment. An example of the bridge is below. When using Vector's abutment design, fabricate the abutment backing height to match the FRP decking height.



A ReadySeries Solution

READYSPAN

LOCATION

Buchanan State Forest, Bedford County, PA

TYPE

Pedestrian Bridge

COMPLETION DATE

2020

SPAN

30' - 0 x 6' - 0

DESIGN SPECIFICATIONS

Design Load - 85 psf (pedestrian), 30 psf (snow), UTV (7,600lb per UTV, 3 total),
Equestrian 2,000lb per Horse, 5 total)

Fiberglass Truss

Handrail 54" Above Decking

Top Cap

Horizontal Midrails Spaced At Maximum 3 9/16"

Straight Ends

Galvanized Hardware

Cambered On Site

PROForms® Standard Polyester Resin System (Green)

Galvanized Steel Mounting Brackets

Southern Yellow Pine Decking

All Components Shipped Loose For Field Assembly



ONE CORPORATE DRIVE, SUITE 106, BEDFORD, PA 15522 USA

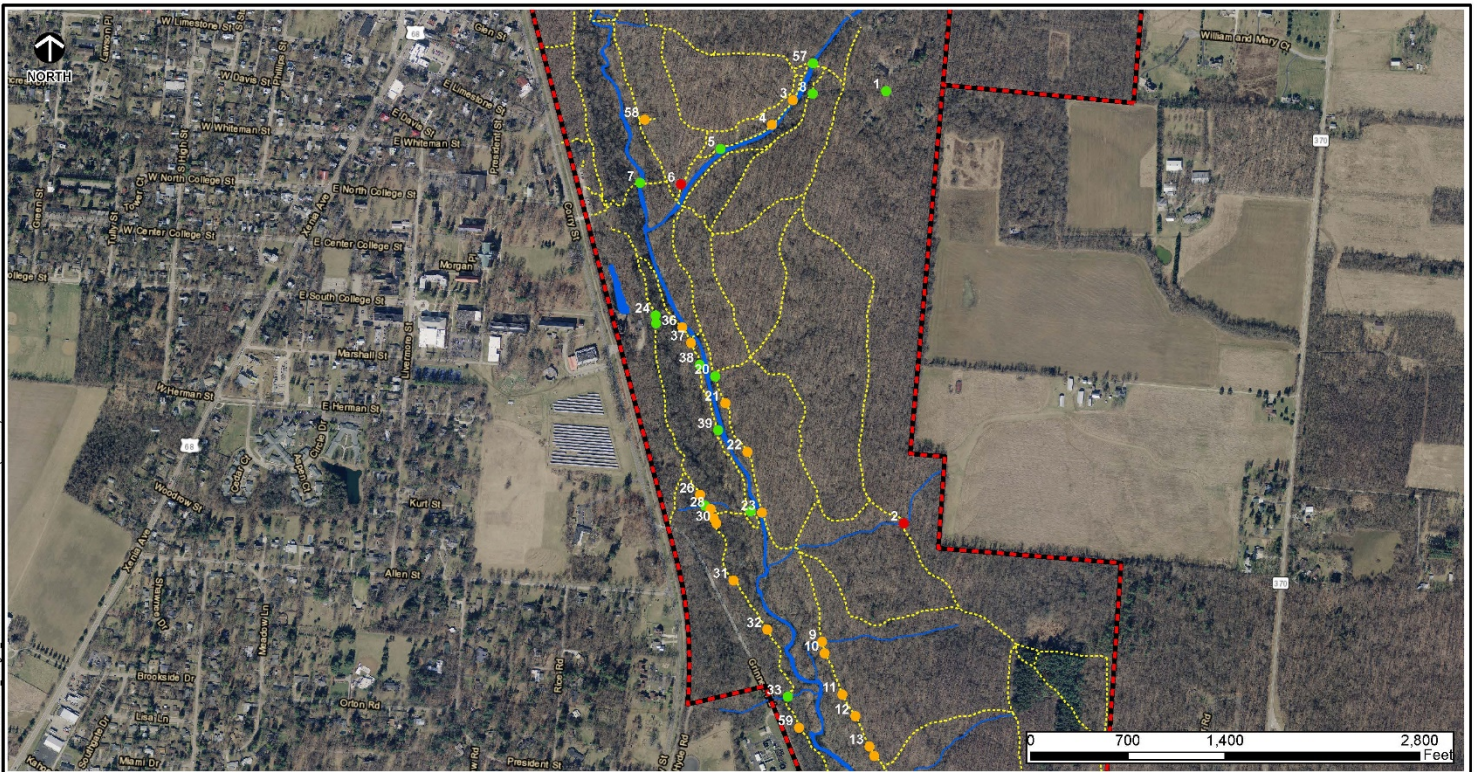
READYSPAN

PROJECT SPECIFICATIONS
SECTION E

PROJECT SPECIFIC NOTES TO BIDDERS

1. Technical specifications for Bridges, Boardwalks and Trails shall comply with all local, state, federal, and OSHA codes. In the event that one of the designs does not meet code requirements, it is the contractor's responsibility to remedy the deficiency. Construction of Bridges, Boardwalks and Trails shall optimize and facilitate access to hikers and designed with pedestrian safety as a major factor. All wood materials must be pressure treated, water contact unless otherwise specified in the Project Specification section. The contractor shall try to collect all pressure treated sawdust and dispose of it properly.
2. All bridge designs shall include 4000psi fiber reinforced concrete abutments as a minimum or per code whichever is more restrictive. All abutments shall be rebar reinforced and below frostline or set on and anchored to bedrock. The exit and entrance (approach/path) to the bridges shall be constructed of wood or limestone as requested in the project description. All bridges will use weathering steel for the support structure.
3. All bridge designs with more than a three foot drop from the deck shall include a Professional Engineer (PE) stamp valid in the State of Ohio.

PROJECT LOCATIONS



C:\Users\billman\Documents\Glen Helen GIS\Glen Helen GIS\Bridges_Boardwalks.mxd - 1/18/2023 - 10:44:30 AM (billman)

- LEGEND**
- Glen Helen Boundary
 - Glen Helen Trails
 - Glen Helen Streams
 - Boardwalk
 - Bridge
 - Trail Improvement

<p>GLEN HELEN NATURE PRESERVE BRIDGE AND BOARDWALK REPLACEMENT PROJECT YELLOW SPRINGS, GREENE COUNTY, OHIO</p>			
<p>BRIDGE AND BOARDWALK LOCATIONS</p>			
DRAWN BY: BAS	CHECKED BY: DRAFT	APPROVED BY: DRAFT*	FIGURE NO: 1N
DATE: JANUARY 18, 2023	DWG SCALE: 1" = 650'	PROJECT NO:	Signature on File

PROJECT SPECIFICATIONS

Number	Location & Details
1B	<p>Trail: Outdoor Education Center area. Latitude, Longitude: 39.8032, - 83.8779 Fabrication, abutments, and installation per Vector Design. Length & Width: 14'x5'</p>



Number	Location & Details
24B	<p>Trail: Talus Trail Latitude, Longitude: 39.8012, - 83.8960 Fiber Reinforced Plastic Bridge Kit provided by GHA including decking. Contractor shall install the abutments per Vector's design and assemble and install the kit per Bedford's instructions. Length & Width: 30'x4'</p>



Number	Location & Details
27B	<p>Trail: Talus Trail Latitude, Longitude : 39.7948, -83.8824 Fiber Reinforced Plastic Bridge Kit provided by GHA including decking. Contractor shall install the abutments per Vector's design and assemble and install the kit per Bedford's instructions. Length & Width: 30'x4'</p>



Number	Location & Details
33 B	<p>Trail: Talus Trail</p> <p>Latitude, Longitude: 39.7913, - 83.8802</p> <p>Fiber Reinforced Plastic Bridge Kit provided by GHA including decking. Contractor shall install the abutments per Vector's design and assemble and install the kit per Bedford's instructions.</p> <p>Length & Width: 34'x4'.</p>



PROPOSAL FORMS

SECTION F

BID FOR UNIT PRICE CONTRACTS

NAME OF PROJECT: Cascades Bridges

Project Manager: Nick Boutis

GHA: Vernet Ecological Center
Glen Helen Association
405 Corry St.
Yellow Springs, OH 45387

Proposal of _____ (hereinafter called 'Bidder')* a corporation, organized and existing under the laws of the State of _____,** a partnership, or an individual doing business as _____.

To the Glen Helen Association (hereinafter called "GHA"):

The Bidder, in compliance with your invitation for bids for the GHA Bridges, Boardwalks, and Trails New Construction and Repair Projects, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to completion the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on the date to be specified in written "Notice to Proceed" of the GHA and to fully complete the project within 60 consecutive calendar days thereafter, or no later than October 31, 2024, whichever is more restrictive. However, a cost time extension may be requested. Bidder further agrees to pay as liquidated damages, the sum of \$450.00 for each consecutive calendar day thereafter as hereinafter provided in Article 12 of the General Conditions.

Bidder acknowledges receipt of the following addendum:

Bidder agrees to perform all the work described in the specifications and shown on the plans, for the unit prices as shown on the attached itemized bid form.

Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

The unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the GHA reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required in the General Conditions.

The bid security attached in the sum of _____
(\$ _____) is to become the property of the GHA in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the GHA caused thereby.

Respectfully submitted: By _____

(SEAL - if bid is by a corporation) _____
(Signature)

(Title)

MAILING ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

* Insert corporation, partnership or individual as applicable.

** Insert name of state.

BID GUARANTY AND CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
1

_____ ² as Surety, are hereby held and firmly bound unto the GHA, Ohio ³ hereinafter called the 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 Glen Helen Bridges, Boardwalks, and Trails.

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of _____ DOLLARS (\$_____). If this item is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternatives in dollars and cents. A percentage is not acceptable.

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

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

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

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage 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, material men, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract: we agreeing and assenting that this undertaking shall be for benefit of any material men 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.

¹ Here insert full name or legal title of Contractor and address
² Here insert full name or legal title of Surety
³ Here insert full name or legal title of GHA

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 and specifications therefore shall in any way affect that 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 _____, 2024.

Principal

By: _____

Title: _____

Surety

By: _____

Attorney-in-Fact

Surety Company Address:

Surety Agent's Name/Address:

NON COLLUSION AFFIDAVIT

STATE OF OHIO

BID IDENTIFICATION: GHA Bridges, Boardwalks, and Trails New Construction and Repair Projects.

CONTRACTOR _____,
being first duly sworn, deposes and says that he is _____ (sole GHA, a partner, president,
secretary, etc.) of _____, the party making the foregoing BID; that
such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association,
organization, or corporation; that such BID is genuine and not collusive or sham; that said BIDDER has not directly or
indirectly induced or solicited any other BIDDER to put in a false or sham BID, and has not directly or indirectly colluded,
conspired, connived, or agreed with any BIDDER or anyone else to put in a sham BID, or that any one shall refrain from
bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or
conference with 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 the GHA awarding the
contract or anyone interested in the proposed contract; that all statements contained in such BID are true; and, further,
that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof,
or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any
corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to
any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER
in his general business.

Signed: _____

Subscribed and sworn to before me this
_____ day of _____, 2024.

Notary Public
My commission expires: _____, 20____.

BONDING AND INSURANCE REQUIREMENTS

A state or local unit of government receiving a grant from the Federal government which requires contracting for facility improvement shall follow its own requirements relating to bid guarantees, performance bonds, and payment bonds, except for contracts or subcontracts exceeding \$100,000. For contracts or subcontracts exceeding \$100,000, the Federal agency may accept the bonding policy and requirements of the grantee provided the Federal agency has made a determination that the Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

- A. A bid guarantee from each bidder equivalent to ten percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment is required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Revised Quality Contracting Standards Policy for Projects equal to or greater than \$75,000.

1. The State shall require that the Program Manager and Engineer review the lowest and best bids to verify that all work is included in the bids and determine if the bids are "realistic".
2. Low Bidder whose bid is more than 15% below next bidder shall list 3 projects that are each within 75% of the bid project estimate for similar projects that were successfully completed not more than 5 years ago.
3. Bidder shall employ supervisory personnel on the project that have three years or more in specific trade and/or maintain appropriate state license for skilled trade bids or three years or more experience in general contract trades for general contracting bids. Prior to contract award, the successful bidder shall evidence this by submitting a copy of the resumes or licenses from the supervisory personnel.
4. Bidder certifies that Bidder has not been penalized or debarred from any public contract for falsified certified payroll records or any other violation of the FLSA in the last 5 years.
5. Bidder shall not have been determined pursuant to O.R.C. Chapter 4115 to have violated prevailing wage law more than three times within the last three years. Bidder need not submit anything for verification.
6. Bidder shall certify that the bidder has implemented an OSHA compliant Safety Program and will provide evidence to the County upon request.
7. Bidder maintains a substance abuse policy that its personnel are subject to on this project that is compliant with BWC. Bidder will provide the BWC approved policy to the County upon request.
8. For a skilled trade contract (skilled trade contract defined as plumbing, electrical and HVAC) or fire safety contract Bidder shall be licensed by the State of Ohio or licensed by the State Fire Marshall. Bidder will evidence this by submitting a copy of their license with their bid.
9. Bidder must pass Financial Solvency Tests. Please refer to Financial Solvency Tests bid sheet. Further any financial statements received from Bidder are considered trade secrets and are exempt from ORC public records law.
10. Bidder certifies that bidder's demolition license has not been revoked in any state.
11. Bidder certifies that bidder has no final judgments against it that have not been satisfied at the time of award in the total amount of 50% of the bid amount of this project.
12. Bidder shall secure any required bonds from a surety licensed to do business in the State of Ohio with an AM Best Company financial strength rating of at least A.
13. Bidder shall have complied with unemployment and workers' compensation laws for at least the nine months preceding the date of bid submittal.
14. Bidder shall submit comprehensive list of subcontractors and the value of each of their contracts prior to a contract award by the Board.
15. Excluding general contractor bids, for all skilled labor contracts, the Board shall not award contract to bidder that subcontracts more than 45% of contract to subcontractors. Skilled labor contract bidders that submit bids that subcontract more than 45% of their bid out will not be considered the best bidder.
16. Bidder shall not have a BWC Experience Modification Rating (EMR) of greater than 1.5. Bidder shall evidence by submitting a copy of their letter from BWC that states their most recent EMR or provide a letter from BWC on BWC letterhead that states the bidders EMR.
17. Bidder shall make available a health care medical plan for their employees working on the project. Bidder shall evidence this by providing a copy of their insurance certificate or copy of the plan to Glen Helen before awarding contract.

18. For a skilled trade contract (defined as plumbing, electrical and HVAC) bidder shall certify that the bidder will only use skilled trade personnel with a minimum of five years experience or apprentices that work only under a bona fide apprenticeship program if such program exists and is registered with the Ohio apprenticeship council (per O.R.C. 4115.05).

19. Bidder shall furnish a certified statement of owing no personal property tax and not be on the State Ohio Auditor's Office findings for recovery database to comply with ORC 9.24.

Quality Contracting Standards Certification

By signing on the below, I am certifying that I have contract authority for the bidder proposing to enter into a contract with the GHA and that the bidder complies with the four items listed below. Further, I understand and agree that falsification or misrepresentation of compliance with this certificate after contract execution would constitute a material breach of the contract on part of the bidder and the GHA may seek any necessary remedy.

1. Bidder has not been penalized or debarred from any public contract for falsified certified payroll records or any other violation of the FLSA in the last five years.
2. Bidder has implemented an OSHA compliant Safety Program and will provide evidence to the County upon request.
3. Bidder's demolition license has not been revoked in any state.
4. Bidder has no final judgments against it that have not been satisfied at the time of award in the total amount of 50% of the bid amount of this project.

(Name)

(Contractor's Name)

(Title)

(Date)

Financial Solvency Tests

The bidder on any contract exceeding \$75,000 and requiring prevailing wage must submit its two most recent financial statements that have been compiled, reviewed or audited by a licensed Certified Public Accountant (CPA) in good standing. Audited and reviewed financial statements are required to state that the reports are free from material misstatement or that the CPA has no reason to believe that any material inaccuracies exist. Bidders must demonstrate sufficient solvency, through these financial statements, to complete the County contract. Sufficient solvency is defined as the bidder passing all of the five following tests for its last fiscal year of operations. Should a bidder not pass one of the following tests, the County reserves the right to ask for additional information that would give comfort to the County that the bidder has sufficient working capital and cash flow to complete the project.

Whether additional information will be requested and how it will be judged will be at the sole discretion of the GHA.

1. Quick Ratio greater than 1.00
Quick Ratio is defined as:
$$\frac{\text{cash} + \text{short term marketable securities} + \text{net short term accounts receivable}}{\text{current liabilities}}$$
2. Defensive Interval greater than 44 days
Defensive Interval is defined as:
$$\frac{\text{cash} + \text{short term marketable securities} + \text{net short term account receivable}}{((\text{cost of goods sold} + \text{admin expenses} + \text{other ordinary expenses} - \text{depreciation})/365 \text{ days})}$$
3. Accounts Receivable Turnover Rate to be less than 75 days
Accounts Receivable Turnover Rate is defined as:
$$\frac{365 \text{ days}}{\text{net sales}/((\text{beginning net accounts receivables} + \text{ending net accounts receivables})/2)}$$
4. Liquid Net Assets must be equal to or greater than **(the estimated possible largest pay request, to be determined by the architect/engineer)**
Liquid Net Assets are defined as:
$$\text{current assets} - \text{inventories} - \text{current liabilities}$$
5. The bidder must not have any significant pending litigation against it that would disrupt cash flow or have any issues that would adversely affect its ability to be a business of going concern. This information will be disclosed in the notes to financial statements. Further, if there are any notes to the financial statements that disclose other sources of cash (example: letters of credit from a financial institution) they will be taken into consideration.

Tests will be conducted by the Glen Helen or a third party CPA that is mutually agreed upon by both the Glen Helen and the prospective bidder. Should a third party CPA be used, financial statements may be sent directly to the third party CPA. The third party CPA must issue a letter to the Glen Helen stating the results of the five above

tests and state that they “have no reason to believe the bidder has insufficient working capital or cash flow to complete the project satisfactorily” before a bid may be awarded.

AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13
OF THE OHIO REVISED CODE

STATE OF OHIO

COUNTY OF _____ SS:

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

_____ for a contract for _____
(Name of Entity) (Type of Product or Service)

to be let by the GHA, 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 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 entity (corporation, business trust, partnership, other unincorporated business [including labor unions], association [including professional associations], estate, or trust):

1. That none of the following has individually made within the previous 24 months and that, if awarded a contract for the purchase of goods or services in excess of \$10,000 (aggregated) 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 (on or after April 4, 2007) totaling in excess of \$1,000, to the GHA or their individual subcommittees:
 - a. myself;
 - b. any partner or GHA or shareholder of the partnership (or other unincorporated business);
 - c. any shareholder of the association;
 - d. any administrator of the estate;
 - e. any executor of the estate;
 - f. any trustee of the trust;
 - g. any GHA of more than 20% of the corporation or business trust (if applicable);
 - h. each spouse of any person identified in (a) through (c) of this section;
 - i. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (g) of this section (only applicable to contributions made on or after January 1, 2007).

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 in excess of \$10,000 (aggregated) 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 (on or after April 4, 2007) totaling in excess of \$2,000, to the GHA or their individual subcommittees:
 - a. myself
 - b. any partner or GHA or shareholder of the partnership (if applicable);
 - c. any shareholder of the association;
 - d. any administrator of the estate;
 - e. any executor of the estate;
 - f. any trustee of the trust;
 - g. any GHA of more than 20% of the corporation or business trust (if applicable);
 - h. each spouse of any person identified in (a) through (c) of this section;
 - i. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (g) of this section.

Signature: _____

Title: _____

Sworn to before me and subscribed in my presence this _____ day of _____, 20____

Notary Public: _____

My Commission Expires: _____

Non-Discrimination Provision

O.R.C. 125.111

The CONTRACTOR agrees:

- (1) that in the hiring of employees for the performance of work under this CONTRACT or any subcontract no contractor or subcontractor shall, by reason of race, color, religion, sex, age, handicap or military status as defined in Section 4112.01 of the Ohio Revised Code, national origin, or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which this CONTRACT relates.
- (2) That no CONTRACTOR, subcontractor, or any person acting on behalf of any CONTRACTOR or subcontractor shall, in any manner discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this CONTRACT on account of race, color, religion, sex, age, handicap or military status as defined in Section 4112.01 of the Ohio Revised Code, national origin, or ancestry.

This AGREEMENT is executed by affixing the signatures of the CONTRACTOR and the GHA.

WITNESS

CONTRACTOR

BY: _____

BY: _____

Printed Name: _____

DATE: _____

DATE: _____

BY: _____

BY: _____

Printed Name: _____

DATE: _____

DATE: _____

AGREEMENT FORMS
SECTION G

Contract

THIS AGREEMENT, made _____, by and between _____. hereinafter called the "Contractor" and the Glen Helen Association, hereinafter called the "GHA".

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

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work embraced in this project; namely, the provision of and completion of the GHA Bridges, Boardwalks, and Trails New Construction and Repair Projects (Yellow Springs, Ohio) Project and the required supplemental work in strict accordance with this Contract Document including all addenda thereto, all as prepared by referred to as the "Engineer".

ARTICLE 2. The Contract Price

The GHA will pay the Contractor for the total quantities of work performed at the unit price stipulated in the Bid for the respective items of work completed for the sum not to exceed _____ (\$), subject to additions and deductions as provided herein.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation for Bids
- d. Instructions to Bidders
- e. Signed copy of Bid
- f. General Conditions
- g. Special Conditions
- h. Technical Specifications
- i. All Forms contained herein

This Agreement, together with other document enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in five (3) original copies on the day and year first above written.

**GHA:
Director and Clean Ohio Grant PM**

By: _____

Nick Boutis

Date: _____

CONTRACTOR:

Signature

Typed / Printed Name

Title

Vendor Number: _____

CERTIFICATIONS:

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____, who signed this Agreement on behalf of the Contractor, was then _____ of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signature

Typed / Printed Name

PERFORMANCE AND PAYMENT BOND (OR BONDS)

Following the Form of Agreement, attach the approved form of the statutory surety bond or bonds to insure the performance of the Contract and payment of materials. In addition to the corporation signatures of the surety company on the bond, each bond should be countersigned by the surety company's attorney-in-fact, authorized to act within the state in which the project is situated.

NOTICE OF AWARD

To: _____

Project Description: GHA Bridges, Boardwalks, and Trails New Construction and Repair Projects (Yellow Springs, Ohio).

The GHA has considered the bid submitted by you on _____, for the above described work in response to its Advertisement for Bids and Information to Bidders.

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

You are required by the Information to Bidders to execute the Agreement and furnish the required Contractor's contract bond, if applicable, and Certificates of Insurance within 10 calendar days from the date of this notice to you.

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

You are required to return an acknowledged copy of this Notice to Award to the GHA.

Dated _____.

Glen Helen Director

By: Nick Boutis, GHA Director and Clean Ohio Grant PM _____.

Receipt of the above Notice of Award is hereby acknowledged by _____ on _____.

By: _____

Name and Title: _____

NOTICE TO PROCEED

To: _____

Project Description: GHA Bridges, Boardwalks, and Trails New Construction and Repair Projects Removal (Yellow Springs, Ohio)

You are hereby notified to commence work in accordance with the Agreement dated _____, on or before _____, and you are to complete the work within _____ consecutive calendar days, or no later than _____, thereafter.

You are required to return an acknowledged copy of this Notice to Proceed to the GHA.

Dated this ____ day of _____, 2024.

Glen Helen

By: Nick Boutis
GHA Director and Clean Ohio Grant PM

Acceptance of Notice:

Receipt of the above Notice to Proceed is hereby acknowledged by _____ on this ____ day of _____, 2024.

By: _____

Name & Title: _____

CHANGE ORDER

Change Order No. _____ Project: _____

Date: _____ Contract No. _____

I. The following changes are hereby made to the contract documents (attach documentation):

II. The following change is made to the contract price:

original contract price	\$	_____
previous change/extras	\$	_____
this change/extra	\$	_____
subtotal	\$	_____
deductions	\$	_____
net total	\$	_____

III. The following change is made to the contract time:

The contract time will be (increased) (decreased) by _____ calendar days, making the date for completion of all work _____

IV. _____ There will be no claims for damages resulting from this change.

_____ Claims for damages resulting from this change are anticipated for such categories as _____ and should not exceed \$ _____

Change requested by _____ Date _____

Change recommended by _____ Date _____

Change accepted by _____ Date _____

RETAINAGE ACCOUNT WAIVER

I, _____ of _____ hereinafter referred to as the Contractor, having signed an Agreement with the **Glen Helen Association** hereinafter referred to as the GHA, to provide the labor, materials and equipment to complete the GHA Bridges, Boardwalks, and Trails New Construction and Repair Projects (Yellow Springs, Ohio), hereby agree to release the GHA from the obligation of placing retained contract funds in an escrow account or any other account, in accordance with Section 153.13 Ohio Revised Code; and in so doing, further waive any interest or benefits that would normally accrue from said retained funds. This waiver will in no event preclude payment to the Contractor for services satisfactorily and faithfully performed under the Agreement.

The Contractor understands that due to the short length of time between the first payment request by the Contractor and the final completion date, only minimal interest benefit on retained monies could be realized.

Signed:

Officer

** Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.*

PROPOSED SUBCONTRACTS BREAKDOWN

Table A

FOR THE PERIOD COVERING: _____ THROUGH: _____

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
TYPE OF CONTRACT (BUSINESS OF PROFESSION)	TOTAL NUMBER OF CONTRACTS	TOTAL APPROXIMATE DOLLAR AMOUNT	ESTIMATED NUMBER CONTRACTS TO PROJECT AREA BUSINESSES *	ESTIMATED DOLLAR AMOUNT TO PROJECT AREA BUSINESSES *

* The Project Area is coextensive with Corry St., Yellow Springs, Ohio. Project, Greene County, Ohio, boundaries.

Company

Project: GHA BBWT New Construction and Repair Projects

Company EEO Officer (Signature)

Estimated Project Workforce Breakdown

TABLE B

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
JOB CATEGORY	TOTAL ESTIMATE POSITIONS	NUMBER POSITIONS CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	NUMBER POSITIONS NOT CURRENTLY OCCUPIED	NUMBER POSITIONS TO BE FILLED WITH L.I.P.A.R. *
OFFICERS/ SUPERVISORS				
PROFESSIONALS				
TECHNICIANS				
HOUSING SALES / RETAIL / MANAGEMENT				
OFFICE CLERICAL				
SERVICE WORKERS				
OTHERS				

TRADE:

JOURNEYMEN				
HELPERS				
APPRENTICES				
MAXIMUM NUMBER TRAINEES				
OTHERS				

TRADE:

JOURNEYMEN				
HELPERS				
APPRENTICES				
MAXIMUM NUMBER TRAINEES				
OTHERS				

**OHIO DEPARTMENT OF DEVELOPMENT
OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS
CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

NAME OF PRIME CONTRACTOR _____

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless report is submitted.

CONTRACTOR'S CERTIFICATION

NAME AND ADDRESS OF BIDDER (Include ZIP Code)

1. Bidder has participated in previous contract or subcontract subject to Equal Opportunity Clause.
 Yes No
2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes No
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
 Yes No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 Yes No

NAME AND TITLE OF SIGNER: _____

SIGNATURE

DATE _____

Modeled after form HUD-12

**ARCHITECT'S CERTIFICATION
COMPLIANCE WITH MINIMUM STANDARDS FOR
ACCESSIBILITY BY THE PHYSICALLY HANDICAPPED**

NOT APPLICABLE

Project Name: GHA Bridges, Boardwalks, and Trails New Construction and Repair Projects (Yellow Springs, Ohio).

Pursuant to the requirements of the Architectural Barriers Act of 1968, 42 USC 4151, and the regulations issued subsequent thereto, the undersigned certifies that the design of the above mentioned project is in conformance with the minimum standards contained in the American Standard Specifications for Making Buildings and Facilities Accessible To and Usable By, the Physically Handicapped, Number A-117.1R-1971 (as modified by 41 CFR 101-10.603).

Architect for the project: _____

(Legal Name & Address) _____

Signature: _____

(Print Name)

Date: _____

Name of Chief Local
Executive Official: _____

Signature: _____

Date: _____

APPENDIX A

Glen Helen Association Bridges, Boardwalks, and Trails New Construction and Repair Projects BID PROPOSAL NOTES – For insertion into Bid Documents (Rev 18 April 2022)

BACKGROUND: Pursuant to Ohio Revised Code 164.26, a Project Grant Agreement was entered into January 18, 2022 by and between the State of Ohio, acting by and through the Director of the Ohio Public Works Commission, and the Tecumseh Land Trust (Recipient) in respect to the project named Glen Helen Access Improvements as Described:

LOCATION: The Glen Helen Conservation Easement Property is in Greene County, Miami Township, and the Village of Yellow Springs. The Property is physically bounded by U.S. Rt. 68 to the northwest, State Rt. 343 to the north, and Corry Street on its west side. The Property comprises nearly the entire eastern edge of the Village of Yellow Springs and consists of twelve contiguous tracts of land totaling approximately 973 acres.

SCOPE: This specific Glen Helen Access Improvement project activity is the construction/installation of bridges and boardwalks.

- 1. OHIO PREFERENCE.** The contractor shall, to the extent practicable, use and shall cause all of its Subcontractors to use Ohio products, materials, services and labor in connection with the project pursuant to Ohio Revised Code 164.05(A)(6).
- 2. DOMESTIC STEEL PRODUCTS MADE IN THE UNITED STATES** Domestic steel use requirements as specified in Ohio Revised Code §153.011 apply to this project. Copies of §153.011 can be obtained from any of the offices of the department of administrative services or through <http://codes.ohio.gov/orc/153.011>.
- 3. PREVAILING WAGES ON STATE PROJECTS WITH NO FEDERAL-AID (This project does not contain Federal-aid funds, hence Federal Prevailing Wages do not apply. State and county prevailing wages may apply based on contract cost. Contact the appropriate State agency for language and specifics.) Reference the prevailing wages Construction and Reconstruction chart below. It is the contractor's responsibility to determine if prevailing wages apply.**

All Contractors and subcontractors working on the Project must comply with the requirements contained in Ohio Revised Code Sections 164.07(B) and Chapter 4115.03 through 4115.16. Contractor and all subcontractors shall comply with all provisions contained therein or as otherwise provided by this note. The Contractor guarantees that the prevailing wage scale to be paid to all laborers and mechanics employed on this contract shall be in accordance with the schedule of the prevailing hourly wage and fringe benefits as determined by the Ohio Department of Commerce for the county in which the work is being performed. The failure to pay prevailing wages to all laborers and mechanics employed on this project shall be considered a breach of contract. Such a failure may result in the revocation of the contractor's and/or subcontractor's certificate of qualification and debarment. A schedule of the most current prevailing wage rates may be accessed by logging in/registering with the Ohio Department of Commerce, Labor and Worker Safety Division, Wage and Hour Bureau at the following web address:

<http://198.234.41.198/w3/webwh.nsf/wrlogin/?openform>

The Contractor and all subcontractors shall compensate the employees on this contract at a pay rate not less than the hourly wage and fringe rate listed on the website noted above, for the applicable job classification or as may be modified by the Ohio Department of Commerce, Division of Labor and Worker Safety Wage and Hour Bureau, when new prevailing rates are established.

Overtime shall be paid at one and one-half times the basic hourly rate for any hours worked beyond forty hours during a pay week. The Contractor and all subcontractors shall pay all compensation by company check to the worker and fringe benefit program.

The wage and fringe rates determined for this project or as may be later modified, shall be posted by the Contractor in a prominent and accessible place on the project, field office, or equipment yard where they can be easily read by the workers or otherwise made available to the workers. On the first pay date of contract work the Contractor and all subcontractors shall furnish each employee covered by prevailing wage a completed form (WHPW-1512) in accordance with section 4115.05 of the Ohio Revised Code, showing the classification, hourly pay rate, and fringes, and identifying the public authority's Prevailing Wage Coordinator, if such employees

are not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of labor. These forms shall be signed by the Contractor or subcontractor and the employee and kept in the Contractor's or subcontractor's payroll files.

The Contractor and all subcontractors shall submit to the Prevailing Wage Coordinator, certified payrolls on form WHPW-1512 or equivalent, in accordance with sections 4115.07 and 4115.071 (C) of the Ohio Revised Code, three weeks after the start of work and every subsequent week until the completion of the contract. Additionally, a copy of the "Apprentice Certification" obtained from the Ohio State Apprenticeship Council, must accompany all certified payrolls submitted, for all apprentices working on this project. Upon completion of the contract and before the final payment, the Contractor shall submit to the Prevailing Wage Coordinator a final wage affidavit in accordance with section 4115.07 of the Ohio Revised Code stating that wages have been paid in conformance with the minimum rates set forth in the contract. Please be aware that it is ultimately the responsibility of the Contractor to ensure that all laws relating to prevailing wages in Chapter 4115 of the Ohio Revised Code are strictly adhered to by all subcontractors.

The Contractor and all subcontractors shall make all of its payroll records available for inspection, copying or transcription by any authorized representative of the contracting agency. Additionally, the Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.

The Ohio Department of Commerce Division of Industrial Compliance, Bureau of Wage and Hour Administration sets the threshold for Public Works Projects: The ACTOHIO Ohio Prevailing Wage Requirements Guidebook can be found in Appendix B. The latest version can be found on-line.

CONSTRUCTION CONTRACTS AND APPLICABLE RECONSTRUCTION CONTRACT REQUIREMENTS:

"New" construction threshold for <i>Building Construction</i>:	\$250,000
"Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" threshold level for <i>Building Construction</i>:	\$75,000
<hr/>	
As of January 1, 2018:	
"New" construction that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:	\$91,150
"Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:	\$27,309

4. OHIO WORKERS' COMPENSATION COVERAGE

The Contractor must secure and maintain valid Ohio workers' compensation coverage until the project has been finally accepted by the local contracting authority. A certificate of coverage evidencing valid workers' compensation coverage must be submitted to the local contracting authority before the contract is executed.

The Contractor must immediately notify the local contracting authority, in writing, if it or any subcontractor fails or refuses to renew their workers' compensation coverage. Furthermore, the Contractor must notify the local contracting authority, in writing, if its or any of its subcontractor's workers' compensation policies are canceled, terminated or lapse.

The failure to maintain valid workers' compensation coverage shall be considered a breach of contract which may result in the Contractor or subcontractor being removed from the project, withholding of pay estimates and/or termination of the contract.

5. DRUG-FREE WORKPLACE PROGRAM

In accordance with Ohio Revised Code §153.03 and during the life of this project, the Contractor and all its Subcontractors that provide labor on the Project site must be enrolled in and remain in good standing in the Ohio Bureau of Worker's Compensation

("OBWC") Drug-Free Workplace Program ("DFWP") or a comparable program approved by the OBWC.

6. OHIO PREFERENCE

In accordance with Ohio Revised Code §164.05 (A)(6), to the extent practicable, the Contractor and subcontractor shall use Ohio products, materials, services and labor in connection with this project.

7. CONSTRUCTION BONDS & BID GUARANTY

In accordance with Ohio Revised Code §153.54, the contractor shall file with the bid a bid guaranty in the form of either: 1) a bond for the full amount of the bid, or 2) a certified check, cashier's check, or letter of credit equal to 10% of the bid.

8. INSURANCE. The contractor and each subcontractor maintain during the life of its contract or subcontract appropriate Workers Compensation Insurance, Commercial General Liability, Public Liability, Property Damage and Vehicle Liability Insurance; and require Professional Liability Insurance for its professional architects and engineers;

9. SUPERVISION. The contractor shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the Project and bear the responsibility of ensuring the construction/reconstruction conforms to the approved surveys, plans, profiles, and specifications.

10. OHIO ETHICS LAW

Contractor agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

11. UNRESOLVED FINDING FOR RECOVERY

The Contractor affirmatively represents to the local contracting authority that it is not subject to a finding for recovery under Ohio Revised Code §9.24, or that it has taken the appropriate remedial steps required under §9.24 or otherwise qualifies under that section. The Contractor agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the state hereunder shall be immediately repaid to the local contracting authority, or an action for recovery may be immediately commenced by the local government and/or for recovery of said funds.

12. STATE OF OHIO EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

NOTICE TO CONTRACTORS:

The provisions of the Ohio Administrative Code (OAC) 123:2-3-02 through 124:2-9 regarding Equal Employment Opportunity on State Construction Contracts and State-assisted Construction Contracts, and OAC 123:2-3-02 through 123:2-9 regarding Equal Employment Opportunity and Female Utilization Goals are applicable to this project, and each contractor will be required to comply in all aspects of these provisions.

CERTIFICATE OF COMPLIANCE FOR EEO PURPOSES:

All prime contractors must secure a valid Certificate of Compliance from the Department of Administrative Services, Equal Opportunity Division, prior to execution of a construction contract.

See <http://www.das.ohio.gov/Divisions/EqualOpportunity/CertificateofCompliance/tabid/129/Default.aspx> for instructions for electronic filing.

>>> Does this bidder have a valid Certificate of Compliance? ___ Yes ___ No

>>> If "No" to the above, will this bidder be able to obtain a valid Certificate of Compliance prior to the execution of a contract? ___ Yes ___ No

Bidder must provide a "Yes" answer to one or the other of the above questions.

BIDDER'S AFFIRMATIVE ACTION REQUIREMENTS:

Each prime contract bidder must submit an affirmative action program regarding equal employment opportunity to and receive approval from the State Equal Employment Opportunity (EEO) Coordinator prior to the bid opening, **OR** the

prime contract bidder must have evidence within its bid adoption of the minority and female utilization work hour utilization goals and the specific affirmative action steps set forth in 123:2-3 through 123:2-9 of the Ohio Administrative Code.

>>> Has the prime contract bidder prepared and submitted an Affirmative Action Program to the State Equal Employment Opportunity Coordinator and that program has been approved by the State Equal Employment Opportunity Coordinator prior to the bid opening ? ____Yes ____No

>>>If "no", with this bid response, the prime contract bidder hereby adopts the minority and female work hour utilization goals and the specific affirmative action steps set forth in 123:2-3 through 123:2-9 of the Ohio Administrative Code.

BIDDER'S EEO COVENANTS:

Throughout its performance of any contract awarded to it on this State-assisted project, the prime contract bidder agrees to the following covenants:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry or sex. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry or sex. Such action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the prime contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry or sex.

(3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State Administering Agency advising the said labor union or workers' representatives of the contractor's commitments under this covenant and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of the Ohio Department of Administrative Services, Equal Opportunity Division and with the implementing rules, regulations and applicable orders of the State Equal Employment Opportunity Coordinator.

(5) The contractor agrees to fully cooperate with the State Administering Agency, the State Equal Employment Opportunity Coordinator and with any other official or agency, or the State or Federal government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under its contract and the contractor shall comply promptly with all requests and directions from the State Administering Agency, the State Equal Employment Opportunity Coordinator and any of the State of Ohio officials and agencies in this regard, both before and during construction.

(6) Full cooperation as expressed in clause (5), above, shall include, but not be limited to, being a witness and permitting employees to be witnesses and complainants in any proceeding involving questions of unlawful employment practices, furnishing all information and monthly utilization work hour reports required by the OAC 123: 2-9-01 and by the rules, regulations and orders of the State Equal Employment Opportunity Coordinator pursuant thereto, and permitting access to its books, records, and accounts by the State Administering Agency and the State Equal Employment Opportunity Coordinator for purposes of investigation to ascertain compliance with such rules, regulations and orders. Specifically, contractors will submit workforce utilization reports to the State Equal Opportunity Coordinator by the 10th of each month. The monthly reports must be electronically submitted through the following website: <http://das.ohio.gov/EOD/CCInputForm29.htm>

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of its contract or with any of the said rules, regulations, or orders, its contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further State Contracts or State-assisted Construction Contracts in accordance with procedures authorized in OAC 123:2-3 through 2-9 and such other sanctions may be instituted and remedies invoked, as provided in OAC 123:2-3 through 2-9 or by regulation, or order of the State Equal Employment Opportunity Coordinator, or as otherwise provided by law.

In the event that its contract is terminated for a material breach of OAC 123:2-3 through 2-9 the contractor shall become liable for any and all damages which shall accrue to the State Administering Agency and Applicant and the State of Ohio as a result of said breach.

(8) The contractor will require the inclusion of language reflecting these same eight covenants within every subcontract or purchase order it executes in the performance of its contract unless exempted by rules, regulations or orders of the State Equal Employment Opportunity Coordinator issued pursuant to O.A.C. 123:2-3-02 so that these provisions will be binding upon each subcontractor or vendor. The contractor will take such actions as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in any litigation with a subcontractor, vendor or other party as a result of such direction by the State Administering Agency, the contractor may be requested to protect the interests of the State.

>>>The prime contract bidder hereby adopts the foregoing covenants ? ___Yes ___No

BIDDER'S CERTIFICATION:

The undersigned, being a duly authorized officer of the prime contract bidder, does hereby certify to and agree with the foregoing statements and covenants regarding its subscription to the State's Equal Employment Opportunity Requirements for State-assisted Construction Contracts.

_____/_____/_____
Signature of Authorized Officer Date

Title

>>> PLEASE NOTE: Only a bidder possessing a valid certificate will be awarded a contract pursuant to Chapter 153 of the Revised Code by an owner referred to in section 153.01 of the Revised Code. Application shall be made at least ten working days prior to the date that the bidder expects to receive the certificate. The bidder's failure to elect one of the two Bidder's Affirmative Action Requirements, adopt the Bidder's EEO Covenants, and complete the foregoing certification may cause the bidder's proposal to be rejected as being non-responsive to the State's Equal Employment Opportunity Requirements and in non-compliance with the State Equal Employment Opportunity Bid Conditions. In addition, the bidder must, prior to the execution of a contract, submit to the local subdivision a valid Certificate of Compliance for Equal Employment Opportunity purposes.

APPENDIX B STATE EEO BID CONDITIONS

MINORITY MANPOWER UTILIZATION GOALS AND TIMETABLES

The following minority goals listed are expressed in terms of percentages of work hours for each trade to be used by the contractor in a designated area. Designated areas are defined as Ohio's Standard Metropolitan Statistical Areas (SMSA). They are: Akron, Cincinnati, Cleveland, Columbus, Dayton, Toledo and Youngstown-Warren. In cases where the project is not located in a designated area, the contractor may adopt minority utilization goals of the near/nearest designated area.

AKRON		CINCINNATI		CLEVELAND	
All Trades	10%	<u>Trade</u>		<u>Trade</u>	
		Asbestos Workers	9%	Asbestos Workers	17%
		Boilermakers	9%	Boilermakers	10%
		Carpenters	10%	Carpenters	16%
		Elevator Constructors	11%	Electricians	20%
		Floor Layers	10%	Elevator Constructors	20%
		Glaziers	10%	Floor Layers	11%
		Lathers	10%	Glaziers	17%
		Marble, Tile, Terrazzo	8%	Ironworkers	13%
		Millwright	10%	Operating Engineers	17%
		Operating Engineers	11%	Painters	17%
		Painters	11%	Pipefitters	17%
		Pipefitters	11%	Plasterers	20%
		Plasterers	10%	Plumbers	17%
		Plumbers	11%	Roofers	17%
		Sheet Metal Workers	11%	Other Trades	17%
		Other Trades	11%		

SPECIFIC AFFIRMATIVE ACTION STEPS

The following Affirmative Action steps are directed at increasing minority utilization:

(1) The contractor should maintain a file of the names and addresses of each minority and female referred to it by any individual or organization and what action was taken with respect to each such referred individual, and if the individual was not employed by the contractor, and the reasons therefore. If such individual was sent to the union hiring hall for referral and not referred back by the union or if referred back by the union or if referred, not employed by the contractor, the file should document this and the reason therefore.

To Demonstrate Compliance: Maintain a file of the names, addresses, telephone numbers, and craft of each minority and female applicant showing (a) the date of contact and whether the person was hired; if not, the reason, (b) if the person was sent to a union for referral, and the results (c) follow-up contacts when the contractor was hiring.

(2) The contractor should promptly notify the State Contracting Agency when the Union or Unions with which the contractor has collective bargaining agreements does not refer to the contractor a minority or female worker referred (to the union) by the contractor, or when the contractor has information that the union referral process has impeded efforts to meet its goals.

To Demonstrate Compliance: Have a copy of letters sent, or do not claim the union is impeding the contractors' efforts to comply.

(3) The contractor should disseminate its Equal Employment Opportunity policy within its organization by including it in any company newsletters and annual reports; by advertising at reasonable intervals in union publications; by posting of the policy; by specific review of the policy with minority and female employees; and by conducting staff meetings to explain and discuss the policy.

To Demonstrate Compliance: Have a written EEO policy which includes the name and how to contact the contractor's EEO Officer and (a) include the policy in any company policy manuals, (b) post a copy of the Policy on all company bulletin boards (in the office and on all job sites), (c) records, such as reports or diaries, etc., that each minority and female employee is aware of the Policy and that it has been discussed with them, (d) that the policy has been discussed regularly at staff meetings and (3) copies of newsletters and annual reports which include the Policy.

(4) The contractor should continually monitor all personnel activities to ensure that its EEO policy is being carried out, including the evaluation of minority and female employees for promotional opportunities on a quarterly basis and the encouragement of such employees to seek those opportunities.

To Demonstrate Compliance: Have records that the company EEO Officer reviews all: (a) monthly workforce reports, (b) hiring and terminations, (c) training provided on-the-job, (d) minority and female employees quarterly for promotion and encourages them to prepare for and seek promotion. The records should be the EEO Officer's job description, reports, memos, personnel files, etc., documenting the activities for possible discriminatory patterns.

(5) The contractor should disseminate its EEO policy externally by informing and discussing it with all recruiting sources; by advertising it in news media, specifically including minority and female news media; and by notifying and discussing it with all subcontractors.

To Demonstrate Compliance: Have copies of (a) letters sent, at least six months or at the start of each new major contract, to all recruiting sources (including labor unions) requiring compliance with the Policy, (b) advertising, which has the EEO "tagline" on the bottom, and (c) purchase order and subcontract agreement forms will include or make reference to the State EEO Covenant, Appendix A or B of the Ohio Administrative Code 123:2-3-02.

(6) The contractor should make specific and reasonably recurrent oral and written recruitment efforts directed at minority and women's organizations, and training organizations with the contractor's recruitment area.

To Demonstrate Compliance: Have a record either in a follow-up file for each organization or on the reverse of the notification letter sent under Item 1, above, of the dates, individuals contacted and the results of the contract from telephone calls or personal meetings with the individuals or groups notified under Item 1.

(7) The contractor, where reasonable, should develop on-the-job training opportunities and participate and assist in all Department of Labor funded and/or approved training programs (including Apprenticeship) Programs relevant to the contractor's employee needs consistent with its obligations in the Bid Conditions.

To Demonstrate Compliance: Have records of contributions in cash, equipment supplied and/or contractor personnel provided as instructors for Bureau of Apprenticeship and Training approved or Department of Labor funded training programs and records of the hiring and training of minorities and females referred to Company by such programs.

(8) The contractor should solicit bids for subcontracts (and joint ventures) from available minority and female subcontractors engaged in the trades covered by the Bid Conditions, including circulation of minority and female contractors associations.

To Demonstrate Compliance: Have copies of letters or other direct solicitation of bids for subcontracts/joint ventures from minority/female contractors with a record of the specific response and any follow-up the contractor has done to obtain a price quotation or to assist a minority/female contractor in preparing or reducing a price quotation; have a list of all minority/female subcontracts awarded or joint ventures participated in with dollar amounts, etc.

EXPLANATION OF AN ACCEPTABLE AFFIRMATIVE ACTION PROGRAM:

An Affirmative Action Program is a set of specific and result-oriented procedures to which a Contractor shall apply every good faith effort. The objective of those procedures and efforts is to assure equal employment opportunity. An acceptable Affirmative Action Program will include an analysis of all trades employed by the Contractor within the last year with an explanation of whether Minorities are currently being under-utilized in any one or more trades. A necessary prerequisite to the development of a satisfactory Affirmative Action Program is the identification and analysis of problem areas inherent in Minority employment and an evaluation of opportunities for utilization of Minority group personnel.

Part I - Basic Contents of an Affirmative Action Program:

1. Development or reaffirmation of the contractor's EEO policy in all personnel actions.
2. Formal internal and external dissemination of contractor's EEO policy.
3. Establishment of responsibilities for implementation of the contractor's affirmative action program.
4. Identification of problem areas (deficiencies) by organizational units and job classification.

5. Establishment of goals and objectives by organizational units and job classification, including timetables for completion.
6. Development and execution of action oriented programs designed to eliminate problems and further designed to attain established goals and objectives.
7. Design and implementation of internal audit and reporting systems to measure effectiveness of the total programs.
8. Compliance of personnel policies and practices with Federal sex discrimination guidelines (41 CFR Part 60-20).
9. Active support of local and national community action programs and community service programs, designed to improve the employment opportunities of minorities.
10. Consideration of ethnic minorities and women not currently in the work force having requisite skills who can be recruited through affirmative action measures.
11. Summary data on applicant flow, hires, terminations and promotions, and training for the last twelve months or the last one hundred applicants, hires, etc., whichever is less.

Part II - Analysis of Individual Trades

1. The minority population of the labor area surrounding (contractor's) projects.
2. The size of the minority unemployment force in the labor area surrounding (the contractor's) projects.
3. The percentage of minority work force as compared with the total work force in the immediate labor area.
4. The general availability of minorities having requisite skills in the immediate labor area.
5. The availability of minorities having requisite skills in the area in which the contractor can reasonably recruit.
6. The availability of promotable minority employees within the contractor's organization.
7. The anticipated expansion, contraction, and turnover of an in the work force.
8. The existence of training institutions capable of training minorities in the requisite skills.
9. The degree of training which the contractor is reasonably able to undertake as a means of making all job classes available to minorities.

Goals, timetables and affirmative action commitments must be designed to correct any identifiable deficiencies. Where deficiencies exist and where numbers or percentages are relevant in developing corrective action, the contractor shall establish and set forth specific goals and timetables. Such goals and timetables, with supporting data and the analysis thereof shall be a part of the contractor's written affirmative action program. Where the contractor has not established a goal, its written affirmative action program must specifically analyze each of the factors listed above, and must detail its reason for a lack of a goal. The goals and timetables should be attainable in terms of the contractor's analysis of its deficiencies and its entire action. Thus, in establishing its goals and timetables, the contractor should consider the results which could be reasonably expected from its good faith efforts to make its overall affirmative action program work. If the contractor does not meet its goals and timetables, the contractor's good faith efforts shall be judged as to whether the contractor is following its program and attempting to make the program work toward the attainment of its goals.

Support data for the above analysis and program shall be compiled and maintained as part of the contractor's affirmative action program. This data should include applicant flow data and applicant rejection ratios indicating minority status.

Compliance Status: No State Contractor's compliance status shall be judged alone by whether or not he reaches his goals and meets his timetables. Rather each Contractor's compliance posture shall be reviewed and determined by reviewing the contents of his program, the extent of his adherence to his program and his good faith efforts to make his program work toward the realization of the program's goals within the timetables set for completion.

FEMALE UTILIZATION GOALS

OAC 123:2-3-05 Required utilization analysis and goals

(A) Each state-involved contractor shall include in his/her affirmative action program the information and analysis required pursuant to part IV 401-C of appendix A of rule 123:2-1-01 of the Administrative Code, in addition to female utilization requirements pursuant to the governor's "Executive Order 84-9" and this rule.

(B) As required by the governor's "Executive Order 84-9", the utilization of women shall be, at a minimum, that currently in use by the federal government as of February 15, 1984. This requirement stated at C.F.R. part 60-4 is 6.9 percent utilization of women. This requirement shall remain at 6.9 percent unless further amended by the governor in a subsequent order. This requirement shall be met by a determination of work hours utilized in the same manner as minority utilization hours are calculated.