

# BID AND CONTRACT DOCUMENTS

# Parking Lots & Raptor Center Improvements

Funded By:

Ohio Department of Natural Resources Grant Funds Glen Helen Association General Funds

Glen Helen Association 405 Corry Street, Yellow Springs, OH 45387

# BID DATE: 01 March 2024

# BID AND CONTRACT DOCUMENTS

# Parking Lots & Raptor Center Improvements

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# LEGAL NOTICE INVITATION TO BID

Sealed bids will be received by the **Glen Helen Association** located at their offices in the Vernet Building, 405 Corry Street, Yellow Springs, OH 45387, **until Friday, 03/01/2024 at 3:00 p.m.** for the **Parking Lots and Raptor Center Improvement** Projects. Bid documents may also be Emailed to <u>GlenHelenBids@gmail.com</u>. The projects are located on property owned by the Glen Helen Association in Yellow Springs, Ohio. Copies of the Bid and Contract Documents for the above may be obtained at the offices of the Glen Helen Association at 405 Corry Street, Yellow Springs, OH; online at <u>https://www.glenhelen.org/</u> or requested by Email at <u>GlenHelenBids@gmail.com</u>. The Project Coordinator is Dirk Lackovich-Van Gorp, member of the Property Committee. Bid and contract documents will also be on file in the bid listings at Construct Connect, Builder's Exchange and Associated Construction Industries.

Each bid shall contain the full name and address of each person or company submitting a bid. All bids must be submitted to the **Glen Helen Association** at their offices of the Glen Helen Association, 405 Corry Street, Yellow Springs, OH 45387 **no later than Friday, 03/01/2024, at 3:00 p.m.** Bids may also be Emailed to <u>GlenHelenBids@gmail.com</u> **no later than Friday, 03/01/2024, at 3:00 p.m.** Bids will be opened publically at approximately 3:00 P.M. in the offices of the **Glen Helen Association**. Each proposal must be made on the forms provided therefore in the bid documents, or a copy thereof, with a price quoted for the work. **Bids shall be sealed and clearly marked on the outside of the envelope in the lower left hand corner as the** *"Parking Lots & Raptor Center Improvement Project"*. Attention of bidders is called to the following requirements: all requirements contained in the bid packet, **including Ohio Prevailing Wage requirements**. Funding for this project is being provided by a grant from the Ohio Department of Natural Resources and Glen Helen Association general funds.

# PLEASE NOTE: BIDS DELIVERED/ RECEIVED AFTER THE SUBMITTAL TIME (EXACTLY 3:00 P.M. on 01 March 2024) WILL NOT BE ACCEPTED.

# A Pre-Bid informational meeting will be held on Friday, February 9th at 3:00 P.M. at the offices of the Glen Helen Association located at 405 Corry Street, Yellow Springs, OH 45387.

All 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. <u>Failure to submit a proper bid bond will automatically invalidate the bid.</u> 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 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. Each bidder must ensure that all employees and applicants for employment are not discriminated against because of race, color, religion, sex, or national origin. The apparent successful bidder may be required to submit a recent financial statement that has been compiled, reviewed, or audited by a licensed Certified Public Accountant.

All Bid questions must be submitted in a written format to GlenHelenBids@gmail.com

The 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 lowest and best bid. Please note that as a 501(c)3 organization the Glen Helen Association is exempt from State and Local Sales taxes.

BY ORDER OF THE Glen Helen Association, 405 Corry Street, Yellow Springs, OH 45387

Nick Boutis, Executive Director

Dayton Daily News: February 1<sup>st</sup>, 2024; Yellow Springs News: February 1<sup>st</sup>, 2024

# **PROJECT MANUAL**

# **SECTION B**

# **INSTRUCTIONS TO BIDDERS**

#### A. BIDDER'S PLEDGE AND AGREEMENT

 Each Bidder acknowledges that this project involves public funds and that the Owner expects and requires each successful Bidder to adhere to the highest ethical and performance standards. Each Bidder by submitting a bid pledges and agrees that (a) it will act at all times with absolute integrity and truthfulness in its dealings with the Owner; (b) it will use its best efforts to cooperate with the Owner, and all other Contractors on the Project and at all times will act with professionalism and dignity in its dealings with the Owner and other Contractors; (c) it will assign only competent supervisors and workers to the Project, each of whom is fully qualified to perform the tasks that are assigned to him/her; and (d) it has read, understands, and will comply with the terms of the Contract Documents.

# B. EXAMINATION OF CONTRACT DOCUMENTS AND SITE CONDITIONS AND RELIANCE UPON TECHNICAL DATA

- 1. Each Bidder shall have a competent person carefully and diligently review each part of the Contract Documents, on which the Bidder is submitting its bid. By submitting its bid, each Bidder represents and agrees, based upon its careful and diligent review of the Contract Documents, that it is not aware of any conflicts, inconsistencies, errors, or omissions in the Contract Documents for which it has not notified the Owner in writing at least seven (7) days prior to the bid opening. If there are any such conflicts, inconsistencies, errors, or omissions in the Contract Documents, the Bidder (i) shall provide the labor, equipment or materials, of the better quality or greater quantity of Work; and/or (ii) shall comply with the more stringent requirements. The Bidder will not be entitled to any additional compensation for any conflicts, inconsistencies, errors or omissions that would have been discovered by such careful and diligent review, unless it has given prior written notice to Owner.
- 2. Each Bidder shall have a competent person carefully and diligently inspect and examine the entire site and the surrounding area, including all parts of the site applicable to the Work for which it is submitting its bid, including location, condition, and layout of the site and the location of utilities, and shall carefully correlate the results of the inspection with the requirements of the Contract Documents. The Bidder's bid shall include all costs attributable to site and surrounding area conditions that would have been discovered by such careful and diligent inspection and examination of the site and the surrounding area, and the Bidder shall not be entitled to any Change Order, additional compensation, or additional time on account of such conditions.
- 3. All Bidders shall be familiar with the existing conditions in the material and labor market, as well as the conditions related to the Work, and the fact that a bid is submitted shall be construed by the Owner as an agreement by the Bidder to carry out the Work in full conformance with the Contract Documents, notwithstanding the existing conditions.
- 4. Failure of a Bidder to attend the pre-bid meeting, which failure to attend results in the Bidder not fully being familiar with the existing conditions and Project requirements, shall not be considered a basis for additional compensation to the successful Bidder for the Work. Each Bidder shall be deemed to have actual knowledge of all information provided or discussed at the pre-bid meeting.

# C. OWNER

1. The Owner is:

The Glen Helen Association, 405 Corry Street, Yellow Springs, OH 45387 The Owner's Representative is: Nick Boutis, Executive Director

2. The Project is administered by:

The Glen Helen Association, 405 Corry Street, Yellow Springs, OH 45387 The Owner's Representative is: Dirk Lackovich-Van Gorp, Project Coordinator Contact Email: <u>GlenHelenBids@gmail.com</u>

### D. PROJECT

- 1. The Overall Project Consists of 3 Individual Projects which bidders may bid on individually or all 3 projects.
  - I. **Construction of a NEW Parking Lot** located 100 yards from the State Route 343 Entrance to the Glen Helen Outdoor Education Center & Raptor Center in Yellow Springs, OH.
  - II. **Resurfacing/Paving and Other Improvements to the EXISTING Main Parking Lot** located at 405 Corry Street in Yellow Springs, OH.
  - III. Improvements to Walking Pathways and Parking at the Glen Helen Raptor Center located approximately 0.25 miles from the State Route 343 Entrance to the Glen Helen Outdoor Education Center & Raptor Center in Yellow Springs, OH.

All Projects will be **substantially complete within 180 consecutive calendar days** from notice to proceed. Construction timelines for each project will be agreed upon prior to the Notice to Proceed and may be accomplished separately or consecutively.

#### E. WORK

Lump sum bids for each of the 3 Individual projects shall be received for the respective scope of work and as described in the Contract Documents. **Note that Ohio Prevailing Wage Requirements apply to all work in this Bid or Contract.** Full information and resources regarding Ohio prevailing wage requirements and compliance may be found at the Ohio Department of Commerce links below.

View Prevailing Wage Rates | Ohio Department of Commerce

Guides & Resources | Ohio Department of Commerce

# F. CONTRACT DOCUMENTS

The Contract Documents consist of the following documents:

- 1) Legal Notice Invitation to Bid
- 2) Instructions to Bidders
- 3) Lump Sum Bid Form: 3 Projects
- 4) Contractor's Qualifications Statement
- 5) Non-Discrimination Provision
- 6) Non-Collusion Affidavit
- 7) Bid Guaranty and Contract Bond
- 8) General Conditions & Requirements
- 9) Technical Drawings & Specifications
- 10) Addenda issued during the bid period
- 11) Modifications issued after the execution of the contract, including:

A written amendment to the Agreement signed by both parties A Change Order

A Work Change Directive

# G. PRE-BID MEETING

A Pre-Bid Meeting will be held on Friday, February 9th, 2024 at 3:00 P.M at the Vernet Vernet Building, Glen Helen Association located at 405 Corry Street in Yellow Springs, OH 45387. Glen Helen representatives and the Project Engineer/Designer will be in attendance. The Pre-Bid meeting will also involve a visit to the project build sites. Bidders are strongly encouraged to attend this meeting.

# H. PREPARATION OF BIDS

- 1. All bids must be submitted on the Bid Forms furnished with the Contract Documents.
- 2. All blank spaces shall be filled in, in ink or typewritten, in words and figures, and in figures only where no space is provided for words, and signed by the Bidder. The wording on the Bid Form shall be used without change, alteration, or addition. Any change in the wording or omission of specified accompanying documents may cause the bid to be rejected. If there is an inconsistency or conflict in the Bid amount, the lowest amount shall control, whether expressed in numbers or words.
- 3. Bidders shall note receipt of Addenda on the Bid Form. If the Bidder fails to acknowledge receipt of each Addendum, the Bid shall be deemed non-responsive, unless the Bid amount clearly and unambiguously reflects receipt of the Addendum or the Addendum involves only a matter of form and does not affect the price, quantity or quality of the Work to be performed in any material manner.
- 4. Each Bidder shall submit 2 original copies of its bid to the Owner. The Bid Form shall be signed with the name of the person signing on behalf of the Bidder typed or printed below the signature. A Bid shall not be submitted by facsimile transmission. A Bidder that is a corporation shall sign its bid with the legal name of the corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.
- Each Bid shall be enclosed in a sealed opaque envelope with the Bidder's name and the title of the Project printed in the upper left hand corner and addressed as follows: Glen Helen Association, Attn: Nick Boutis, 405 Corry Street, Yellow Springs, OH 45387. The Bidder shall be responsible for delivering its Bid to this office and address for the bid opening before 3:00 p.m. on Friday, March 1<sup>st</sup>, 2024.

Bids may also be Emailed to <u>GlenHelenBids@gmail.com</u> no later than Friday, 03/01/2024, at 3:00 p.m. If the Bid is delivered by other than personal delivery (e.g., U.S. Mail or Federal Express), it shall be enclosed in a separate envelope with the notation "SEALED BID ENCLOSED FOR "*Parking Lots & Raptor Center Improvement Project*" on the face of the envelope. Each Bidder is responsible for delivery of its Bid to the designated office prior to the deadline for accepting bids.

- 6. The completed Bid Form shall be accompanied by the following documents:
  - a. Bid Guaranty (see Paragraph I.8 below).
- 7. The Bidder shall take the following precautions in preparing its bid:
  - a. Sign the bid form and check to ensure all blank spaces have been filled in with requested information and that the specified accompanying documents (listed in Paragraph I.6 above) have been included in a sealed opaque envelope addressed as described in item 5 above.
  - b. When the Bid Form requests pricing for one or more Alternates, indicate whether the sum stated for the Alternate is an addition or deduction. If no indication is given as to whether the amount stated is an addition to or a deduction from the Base Bid amount, the amount stated shall be conclusively presumed to be an addition to the Base Bid amount, unless the wording for the Alternate indicates that it is a deduct item.
  - c. When the Bid Form provides for quoting a unit price, the Bidder should quote the unit price as set forth in the Contract Documents.

- d. When applicable, make sure that the Bid Guaranty is properly executed and signed by:
  - 1) The Bidder
  - 2) The Surety or Sureties
- e. Make sure that the amount of the Bid Guaranty (if the Bid Guaranty is in the form of a certified check, letter of credit, or cashier's check) is for a specific sum in an amount as instructed in Paragraph I.8.a below. If the Bid Guaranty is in the form of the Bid Guaranty and Contract Bond, the amount may be left blank; if an amount is inserted, it should equal the total of the base bid and all add alternates included. If an amount is inserted, then the failure to state an amount equal to or greater than the total of the base bid and all add alternates that are accepted shall make the bid non-responsive if the Owner selects alternates not included in the amount, in which case the Bid may not be considered for award of a contract.
- f. Make sure that the appropriate bid package and scope of work is inserted in the correct space on the Bid Guaranty and Contract Bond Form. Failure to include work covered by the bid submitted may make the bid non-responsive, in which case it may not be considered for award of a contract for the Work.
- 8. Bonds and Guarantees
  - **a.** <u>Bid Guaranty</u>: Bidder shall furnish a Bid Guaranty, as prescribed in Sections 153.54, 153.57, and 153.571 of the Ohio Revised Code, in the form of either: (1) a bond for the full amount of the bid in the form of the Bid Guaranty and Contract Bond included in the Contract Documents; or (2) a certified check, cashier's check, or irrevocable letter of credit in a form satisfactory to the Owner in an amount equal to 10% of the bid. The Bid amount shall be the total of all sums bid, including all add alternates with no deduction for any deduct alternates.
  - b. <u>Contract Bond</u>: If the successful Bidder submitted a certified check, cashier's check, or irrevocable letter of credit in an amount equal to 10% of the bid (including all alternates) as its Bid Guaranty, the successful Bidder shall furnish a Contract Bond using the Contract Bond form included in the Contract Documents in an amount equal to 100% of the Contract Sum.
  - c. The bond must be issued by a surety company ("Surety") authorized by the Ohio Department of Insurance to transact business in the State of Ohio and acceptable to the Owner. The bond must be issued by a Surety capable of demonstrating a record of competent underwriting, efficient management, adequate reserves, and sound investments. These criteria shall be deemed to be met if the Surety currently has an A.M. Best Company Policyholders Rating of "A-" or better and has or exceeds the Best Financial Size Category of Class VI. Other Sureties may be acceptable to the Owner, in its sole discretion.
  - d. All bonds shall be signed by an authorized agent of an acceptable Surety and by the Bidder.
  - e. Surety bonds shall be supported by credentials showing the Power of Attorney of the agent, a certificate showing the legal right of the Surety to do business in the State of Ohio, and a financial statement of the Surety.
  - f. The Bid Guaranty or Contract Bond, as applicable, shall be in the name of or payable to the order of the Owner.
  - g. The name, address and telephone and fax numbers of the Surety and the Surety's Agent should be typed or printed on each bond.

# I. METHOD OF AWARD

1. All bids shall remain open for acceptance for sixty (60) days following the day of the bid opening, but the Owner may, in its sole discretion, release any bid and return the Bid Guaranty prior to that date. The Bid Guaranty shall be subject to forfeiture, as provided in the Ohio Revised Code, if a bid is withdrawn during the period when bids are being held.

- 2. The Owner reserves the right to reject any part of any or all bids and to waive any informalities and irregularities. The Bidder expressly acknowledges this right of the Owner to reject any or all bids, or to reject any incomplete or irregular bid. <u>The Owner may award a single contract for each project in the bid package</u>, or a contract(s) for any combination of the 3 projects in the bid <u>package</u>. Bidders must furnish all information requested on or accompanying the Bid Form. Failure to do so may result in disqualification of the bid.
- 3. Determination of the Bidder Submitting the Lowest and Best Bid. Subject to the right of the Owner to reject any or all bids, the Owner shall award the Contract for the Work to the Bidder submitting the lowest and best bid for each of the 3 projects taking into consideration accepted alternates. In evaluating bids, the Owner may consider the qualifications of the Bidders, whether or not the bids comply with the prescribed requirements, and alternates and unit prices, if requested, on the Bid Form. The Owner may also consider the qualifications as are deemed necessary to establish the qualifications and financial ability of the Bidder and its subcontractors and suppliers. The factors the Owner may consider in determining which Bidder submitted the lowest and best bid for each bid package include the factors set forth below. The Owner, in its discretion, may consider and give such weight to these factors as it deems appropriate.
  - a. <u>The Bidder's work history</u>. The Bidder should have a record of consistent and considerable customer satisfaction and of consistent completion of projects, including projects that are comparable to or larger and more complex than the Owner's Project, on time and in accordance with the applicable Contract Documents and the Bidder's claims history. If the Bidder's management operates or has operated another construction company, the Owner may consider the work history of that company in determining whether the Bidder submitted the lowest and best bid.

The Owner may consider the Bidder's prior experience on other projects with the Owner, including the Bidder's demonstrated ability to complete its work on these projects in accordance with the Contract Documents and on time, and shall also consider its ability to work with the Owner as a willing, cooperative and successful team member.

The Bidder authorizes the Owner and its representatives to contact the owners (and construction managers, if applicable) on projects on which the Bidder has worked, and authorizes and requests such owners and design professionals (and construction managers) to provide the Owner with a candid evaluation of the Bidder's performance. By submitting its bid, the Bidder agrees that if it or any person, directly or indirectly, on its behalf or for its benefit brings an action against any of such owners or design professionals (or construction managers) or the employees of any of them as a result of or related to such candid evaluation, the Bidder shall indemnify and hold such owners, design professionals (and/or construction managers) and the employees of any of them from any claims whether or not proven that are part of or are related to such action and from all legal fees and expenses incurred by any of them arising out of or related to such legal action. This obligation is expressly intended for the benefit of such owners, design professionals (and construction managers), and the employees of each of them.

- b. The Bidder's financial ability to complete the Contract successfully and on time without resort to its Surety;
- c. The Bidder's prior experience with similar work on comparable or more complex projects;
- d. The Bidder's prior history for the successful and timely completion of projects, including the Bidder's history of filing and having claims filed against it;
- e. The Bidder's equipment and facilities;
- f. The adequacy, in numbers and experience, of the Bidder's work force to complete the Contract successfully and on time;
- g. The Bidder's compliance with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act, the Ohio Prevailing Wage laws, and Ohio ethics laws;
- h. Credentials and previous similar experience of Contractor and proposed management team, including but not limited to Project Manager, Superintendent, and Foreman;

- i. Company safety record;
- j. The foregoing information with respect to each of the Subcontractors and Suppliers that the Bidder intends to use on the Project;
- k. The Bidder's participation in a drug-free workplace program acceptable to the Owner, and the Bidder's record for both resolved and unresolved findings of the Auditor of State for recovery as defined in Section 9.24 of the Ohio Revised Code;
- I. The Owner's prior experience with the Bidder's surety;
- m. Bidder's workforce;
- n. The Bidder's interest in the Project as evidenced by its attendance at any pre-bid meetings or conferences for bidders; and/or
- o. Depending upon the type of the work, other essential factors, as the Owner may determine and as are described in the specifications for the Work.
- 4. All bidders shall complete and submit to the owner as part of their bid documents a completed Contractor's Qualification Statement (using the form included in the Project Manual- Section B), and thereafter shall provide the owner with such additional information as the Owner may request regarding the Bidder's qualifications.
- 5. The failure to submit requested information on a timely basis may result in the determination that the Bidder is not the lowest and best bidder.
- 6. By submitting its bid, the Bidder agrees that the Owner's determination of which bidder is the lowest and best bidder shall be final and conclusive, and that if the Bidder or any person on its behalf challenges such determination in any legal proceeding, the Bidder shall indemnify and hold the Owner and its employees and agents harmless from any claims included or related to such legal proceeding, whether or not proven, and from legal fees and expenses incurred by the Owner, its employees or agents that arise out of or are related to such challenge.
- 7. Within seven (7) business days of receipt of the bids or such longer time as may be permitted in writing by the Owner, the apparent low Bidder may be required to submit the following information and completed forms:
  - a. The list of all proposed Subcontractors and suppliers; and
  - b. Any forms required by any grant that may be providing funding for the Project.

After approval by the Owner of the list of proposed Subcontractors, suppliers, and manufactures submitted by the successful Bidder, the list shall not be changed unless written approval of the change is authorized by the Owner.

- 8. No Bidder may withdraw its bid within sixty (60) days after the date bids are opened. The Owner reserves the right to waive any formalities or irregularities or to reject any or all bids.
- 9. The Owner reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.
- 10. Award of Contract. The award of the Contract shall only be made pursuant to authorization by the Owner and, where applicable, in writing by a duly authorized representative of the Owner.

# J. EXECUTION OF CONTRACT

 Within the time designated by the Owner after award of the Contract, the successful Bidder shall execute and deliver to the Owner the required number of copies of the Owner-Contractor Agreement, in the form included in the Contract Documents, and all accompanying documents requested, including, but not limited to, a Contract Bond (if applicable), insurance certificates, and a valid Workers' Compensation Certificate.

# K. ADDENDA

1. The Owner reserves the right to issue Addenda changing, altering, or supplementing the Contract Documents prior to the time set for receiving bids. Owner shall issue the Addenda to clarify bidders' questions and/or to change, alter, or supplement the Contract Documents.

- 2. Any explanation, interpretation, correction, or modification of the Contract Documents shall be issued in writing in the form of an Addendum, which shall be the only means considered binding; explanations, interpretations, etc., made by any other means shall <u>NOT</u> be legally binding. All Addenda shall become a part of the Contract Documents.
- 3. Bidders shall submit written questions to the Owner 7 (seven) days in advance of the bid opening to allow sufficient time for the Owner to respond. All Addenda shall be issued, except as hereafter provided, and mailed or otherwise furnished to persons who have obtained Contract Documents for the Project, at least seventy-two (72) hours prior to the published time for the opening of bids, excluding Saturdays, Sundays, and legal holidays. If any Addendum is issued within such seventy-two (72) hour period, then the time for opening of bids shall be extended one (1) week with no further advertising of bids required.
- 4. Only the Bidders to whom Contract Documents have been issued and plan rooms where copies of the Contract Documents are maintained shall be notified of the Addendum issued. If a Bidder is notified that an Addendum has been issued, the Bidder is responsible for obtaining a copy of the Addendum. Receipt of Addenda shall be indicated by Bidders in the space provided on the Bid Form. Bidders are responsible for acquiring issued Addenda in time to incorporate them into their bid. Bidders should contact the Owner prior to the bid opening to verify the number of Addenda issued.
- 5. Each Bidder shall carefully read and review the Contract Documents and immediately bring to the attention of the Owner any error, omission, inconsistency, or ambiguity therein.
- 6. If a Bidder fails to indicate receipt of all Addenda through the last Addendum issued by the Owner on its Bid Form, the bid of such Bidder will be deemed to be responsive only if:
  - a. The bid received clearly indicates that the Bidder received the Addendum, such as where the Addendum added another item to be bid upon and the Bidder submitted a bid on that item; or
  - b. The Addendum involves only a matter of form or is one which has either no effect or has merely a trivial or negligible effect on price, quantity, quality, or delivery of the item bid upon.

# L. INTERPRETATION

- 1. If a Bidder contemplating submitting a bid for the proposed Project is in doubt as to the true meaning of any part of the Contract Documents, it may submit a written request for an interpretation thereof to the Owner's representative. Any interpretation of the proposed documents shall be made by Addendum only, duly signed by the Owner and a copy of such Addendum shall be mailed or delivered to each Bidder receiving a set of Contract Documents and each plan room where the Contract Documents are maintained. The Owner shall not be responsible for any other explanation or interpretation of the proposed documents.
- 2. In interpreting the Contract Documents, words describing materials that have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with the well-known meaning recognized by the trade.
- 3. Bidders are responsible for notifying the Owner in a timely manner of any ambiguities, inconsistencies, errors or omissions in the Contract Documents. The Bidder shall not, at any time after the execution of the Contract, be compensated for a claim alleging insufficient data, incomplete Contract Documents, or incorrectly assumed conditions regarding the nature or character of the Work, if no request was made by the Bidder prior to the bid opening.

### M. STATE SALES AND USE TAXES

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

#### N. DATE FOR SUBSTANTIAL COMPLETION/LIQUIDATED DAMAGES

1. The Date (s) for Substantial Completion (aka Contract Time), Date(s) for Final Completion, and Liquidated Damages shall be as defined and set forth in the Owner-Contractor Agreement. By submitting its Bid, each Bidder agrees that the period for performing its Work is reasonable.

#### O. OWNER'S RIGHT TO WAIVE DEFECTS AND IRREGULARITIES

1. The Owner reserves the right to waive any and all irregularities provided that the defects and irregularities do not affect the amount of the bid in any material respect or otherwise give the Bidder a competitive advantage.

#### P. MODIFICATION/WITHDRAWAL OF BIDS

- 1. <u>Modification</u>. A Bidder may modify its bid by written communication to the Owner addressed to the Owner's Representative at any time prior to the scheduled closing time for receipt of bids, provided such written communication is received by Owner's Representative prior to the bid deadline. The written communication shall not reveal the bid price, but should provide the addition or subtraction or other modification so that the final prices or terms shall not be known until the sealed bid is opened. If the Bidder's written instructions with the change in bid reveal the bid amount in any way prior to the bid opening, the bid may be rejected as non- responsive.
- 2. <u>Withdrawal Prior to Bid Deadline</u>. A Bidder may withdraw its bid at any time for any reason prior to the bid deadline for the opening of bids established in the Legal Notice. The request to withdraw shall be made in writing to and received by the Owner's Representative prior to the time of the bid opening.
- 3. <u>Withdrawal after Bid Deadline</u>.
  - a. All bids shall remain valid and open for acceptance for a period of at least 60 days after the bid opening; provided, however, that a Bidder may withdraw its bid from consideration after the bid deadline when all of the following apply:
    - (1) the price bid was substantially lower than the other bids;
    - (2) the reason for the bid being substantially lower was a clerical mistake, rather than a mistake in judgment, and was due to an unintentional and substantial error in arithmetic or an unintentional omission of a substantial quantity of work, labor, or material;
    - (3) the bid was submitted in good faith; and
    - (4) the Bidder provides written notice to the Owner, to the attention of the Owner's Representative, within two (2) business days after the bid opening for which the right to withdraw is claimed.
  - b. No bid may be withdrawn under this provision if the result would be that the contract is awarded to the same Bidder through another bid.
  - c. If a bid is withdrawn under this provision, the Owner may award the Contract to another Bidder determined by the Owner to be the lowest and best bidder or the Owner may reject all bids and advertise for other bids. In the event the Owner advertises for other bids, the withdrawing Bidder shall pay the costs incurred in connection with the rebidding by the Owner, including the cost of printing new Contract Documents, required advertising, and printing and mailing notices to prospective bidders, if the Owner finds that such costs would not have been incurred but for such withdrawal.

### Q. COMPLIANCE WITH APPLICABLE LAWS

- 1. By submitting a bid for Work on the Project, the Bidder acknowledges that it is in compliance with applicable federal, state, and local laws and regulations, including, but not limited to, the following:
  - a. Equal Employment Opportunity/Nondiscrimination. The Bidder agrees that if it is awarded a contract that in the hiring of employees for performance of work under the contract or any subcontract, neither it nor any subcontractor, or any person acting on its behalf or its subcontractor's behalf, by reason of race, creed, sex, disability as defined in section 4112.01 of the Ohio Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform work to which the employment relates. The Bidder further agrees that neither it nor any subcontractor or any person on its behalf or on behalf of any subcontractor, in any manner, shall discriminate against or intimidate any employees hired for the performance of the work under the contract on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color.

# R. FINDINGS FOR RECOVERY

1. By submitting its bid, each Bidder certifies for reliance of the Owner that it has no unresolved finding for recovery against it issued by the Auditor of the State of Ohio on or after January 1, 2001, except as permitted by Section 9.24 (F) of the Ohio Revised Code.

# **REQUEST for BIDS**

# By the Glen Helen Association

# Section 1 – Background

# 1.1 Background – The Glen Helen Association (The Owner)

The Glen Helen Nature Preserve brings significant visibility and economic impact to Greene County as one of the largest and visited natural attractions in Ohio. This project intends to make the Glen Helen trail system accessible to more sectors of the public. The only public parking area in the preserve sits on the edge of a gorge. For wheelchair riders, senior citizens, parents with small children, and many others, the scenic and historical resources of Glen Helen are out of reach.

Project components include:

- Improve accessibility at all points along the mobility spectrum.
- Construct a new ADA-compliant parking area off State Route 343.
- Improve parking areas at Corry Street and the Raptor Center to make ADA-compliant.

<u>The Glen Helen Association Parking Lots and Raptor Center Improvements Project</u> consists of Consists of 3 Individual Projects which bidders may bid on individually or any combination of all 3 projects. All Projects will be substantially complete within 180 consecutive calendar days from notice to proceed. Construction timelines for each project will be agreed upon prior to the Notice to Proceed and may be accomplished separately or consecutively.

- **Construction of a NEW Parking Lot** located 100 yards from the State Route 343 Entrance to the Glen Helen Outdoor Education Center & Raptor Center in Yellow Springs, OH.
- Resurfacing/Paving and Other Improvements to the EXISTING Main Parking Lot located at 405 Corry Street in Yellow Springs, OH.
- Improvements to Walking Pathways and Parking at the Glen Helen Raptor Center located approximately 0.25 miles from the State Route 343 Entrance to the Glen Helen Outdoor Education Center & Raptor Center in Yellow Springs, OH.

All Projects will be **substantially complete within 180 consecutive calendar days** from notice to proceed. Construction timelines for each project will be agreed upon prior to the Notice to Proceed and may be accomplished separately or consecutively; all in accordance with the Contract Documents. **Note that Ohio Prevailing Wage Requirements apply to all work in this Bid or Contract.** Full information and resources regarding Ohio prevailing wage requirements and compliance may be found at the Ohio Department of Commerce links below.

View Prevailing Wage Rates | Ohio Department of Commerce Guides & Resources | Ohio Department of Commerce

The Glen Helen Association through this request for bids, seeks general contractors to complete 1 or more of the 3 individual projects located in Yellow Springs, Ohio. The General Contractor will provide all necessary trades including, but not limited to general construction, masonry, concrete, plumbing, HVAC, and electrical trades. The successful bidder, on a lump sum basis, shall provide all labor and materials, and equipment necessary to complete the project for the Glen Helen Association in accordance with the provisions of Request for Bids package.

# Section 2 – Calendar of Events and Communications

# 2.1 Calendar of Events

The following calendar of events is proposed. The dates in this proposed calendar are subject to change at the Owner's discretion.

| Bid IssueFebruary 1, 2024Pre-Bid MeetingFebruary 9, 2024 at 3:00 p.m.Written Questions DueFebruary 23, 2024Answers to Questions DueFebruary 26, 2024Proposals DueMarch 1, 2024 at 3:00 p.m.Proposals OpenedMarch 1, 2024 at approximately 3:00 p.m.Contract SigningMarch 15, 2024Notice to ProceedMarch 15, 2024 | ACTION  | DATE  |
|--|---|---|
|  | Pre-Bid Meeting<br>Written Questions Due<br>Answers to Questions Due<br>Proposals Due<br>Proposals Opened<br>Contract Signing | February 9, 2024 at 3:00 p.m.<br>February 23, 2024<br>February 26, 2024<br>March 1, 2024 at 3:00 p.m.<br>March 1, 2024 at approximately 3:00 p.m.<br>March 15, 2024 |

# Construction Finalized by September 15, 2024: 180 consecutive calendar days for construction completion.

# 2.2 Communications

All communications shall be through the Owner in writing.

# 2.2.1 Inquiries

The Owner shall accept written questions regarding the Request for Bids no later than seven (7) days prior to the bid opening, at 405 Corry Street, Yellow Springs, OH 45387 or by e- mail at <u>GlenHelenBids@gmail.com</u>. Questions received after this date and time will not receive a response. All questions and responses shall be made available to all who receive and/or take a copy of this Request for Bids package. The Glen Helen Association shall <u>not</u> respond to questions posed verbally.

# 2.2.2 Communication Restrictions

From the time of release of the Request for Bids and Project Manual until the time a contractor is selected, and a contract executed, bidders shall not communicate with the Owner except using the methods described in Sections 2.2.1 above. Bidders that attempt any unauthorized communications will be disqualified.

The Glen Helen Association, for purposes of clarification, reserves the right to contact any person, firm, company, or entity who has submitted a bid after all bids have been publicly opened and read aloud.

# 2.2.3 Modifications

Modification(s) to this Request for Bids Package and Project Manual will be by written addendum issued by the Owner only.

# 2.2.4 <u>Changes to the Request for Bids or Project Manual by the</u> <u>Glen Helen Association</u>

The Glen Helen Association may amend/supplement this Request for Bids and Project Manual at any time during the bidding process.

The Glen Helen Association will furnish amendments/supplements to all prospective contractors who have requested and received a copy of the Request for Bids, Project Manual, and Drawings. Should the Glen Helen Association issue an addendum/supplement, the submission deadline, at the discretion of the Glen Helen Association, may be extended, if appropriate, to accommodate changes in bid content.

# Section 3 – Specifications

# 3.1 Summary of Project

The Glen Helen Association Parking Lots and Raptor Center Improvements Project consists of Consists of 3 Individual Projects which bidders may bid on individually or all projects. All Projects will be substantially complete within 180 consecutive calendar days from notice to proceed. Construction timelines for each project will be agreed upon prior to the Notice to Proceed and may be accomplished separately or consecutively.

- **Construction of a NEW Parking Lot** located 100 yards from the State Route 343 Entrance to the Glen Helen Outdoor Education Center & Raptor Center in Yellow Springs, OH.
- Resurfacing/Paving and Other Improvements to the EXISTING Main Parking Lot located at 405 Corry Street in Yellow Springs, OH.
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All Projects will be **substantially complete within 180 consecutive calendar days** from notice to proceed. Construction timelines for each project will be agreed upon prior to the Notice to Proceed and may be accomplished separately or consecutively; all in accordance with the Contract Documents. **Note that Ohio Prevailing Wage Requirements apply to all work in this Bid or Contract.** Full information and resources regarding Ohio prevailing wage requirements and compliance may be found at the Ohio Department of Commerce links below.

View Prevailing Wage Rates | Ohio Department of Commerce

Guides & Resources | Ohio Department of Commerce

# 3.2 Invoices

There will be one contract with the General Contractor tasked to provide a complete project.

The Contract General Contractor shall provide proper itemized invoices to the Glen Helen Association's Project Coordinator one time per month. The invoices shall meet all requirements of Section 5.2 of this Request for Bids Package and any other requirements as may be provided to the Contractor by the Owner.

The Glen Helen Association shall have thirty (30) days within which to pay invoices after receipt and appraisal of all required application for payment documents. Invoice frequency will be monthly only.

# Section 4 – Proposal Format

# 4.1 <u>Bid</u>

Bidders shall use and submit the Bid Forms included in the Appendix A of this Request for Bids. It may be photocopied for submission.

# 4.2 <u>Forms</u>

Bidders shall complete and submit with their bid all applicable forms for this Request for Bids. They may be photocopied for submission.

Note: All required forms are to be included in the bid package included in Appendix A of this document.

# Section 5 – Terms and Conditions

# 5.1 Contract Compliance

During the term of the Contract, the Glen Helen Association or their designated representative, shall be responsible for monitoring the selected contractor's performance and compliance with the terms and conditions of the Contract. It is specifically understood that the nature of the services to be rendered pursuant to any contract resulting from this Request for Bids Package are of such a nature that the Owner, or their designated representative, are the sole judges of the adequacy of such services.

# 5.2 Method of Remuneration and Billing Process

Upon the delivery of goods or performance of the Work/Project the selected contractor shall submit a hard copy of a proper invoice(s) (in duplicate) directly to the Project Owner as follows:

The Glen Helen Association:

Nick Boutis, Executive Director 405 Corry Street Yellow Springs, OH 45387

A proper invoice is defined as being free from defects, discrepancies, errors, or other improprieties and shall include, but is not limited to including, the following:

- Contractor's name and address as designated in any contract resulting from this Request for Bids;
- Contractor's federal employer identification number;
- The purchase order number authorizing the purchase of services; and
- Description, including time period (date received and date reported), of services delivered or rendered as specified in the Purchase Order.
- All other information as required in this Request for Bids Package.
- Retainage withholding.
- Lien Waivers.
- Retainage held back

Upon submission of a proper invoice, the Glen Helen Association shall be permitted thirty (30) days within which to make payment. Defective invoices shall be returned to the selected contractor noting areas for correction. When such notification of defect is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.

Payment shall be made to the Contractor, under the Contractor's federal employer identification number, and only as provided for in this Request for Bids Package and/or in a resulting contract.

Payment to the Contractor will be made in accordance with the General Conditions.

By the first day of each calendar month, the Contractor shall prepare and present to the Owner an estimate of work completed and materials which have been delivered on the site or secured for the job and stored during such month or subsequent to making of the last preceding estimate. Payment will be made by the thirtieth (30<sup>th</sup>) of the same month after receipt and approval of all required application for payment documents.

On each such estimate, the Owner shall pay the Contractor an amount equivalent to 92% of the value of such materials as shown by the invoice thereupon, and 92% of the cost of labor preformed. No Retainage funds will accrue interest, and no interest will be paid to the Contractor.

All labor performed after the job is fifty per cent (50%) completed shall be paid for at the rate of one hundred per cent (100%) of the estimates submitted by the contractor and approved by the Owner. Upon completion of the project, and delivery of the Certificate(s) of Inspection by the Building Department and submission of a final estimate, the Owner shall pay the final estimate upon satisfactory completion of all items pertaining to this project. The retained funds shall be paid upon notice by the Owner.

# 5.3 Independent Contractor

The General Contractor shall act in performance of this Contract as an independent contractor. As an independent contractor, the Contractor and/or its officers, officials, board, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the Glen Helen Association

# 5.4 Indemnification

To the fullest extent of the law and without limitation, the Contractor agrees to indemnify and hold free and harmless Glen Helen Association, and all of their respective boards, officers, officials, employees, volunteers, agents, servants and representatives (collectively "Indemnified Parties") from any and all actions, claims, suits, demands, judgments, damages, losses and expenses, including, but not limited to attorney's fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the Contractor's, any subcontractor's, or any sub-subcontractor's officers, officials, boards, employees, agents, servants, volunteers, or representatives (collectively "Contracted Parties".) The Contractor agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that the Contractor shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. The Contractor further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, the Contractor shall pay, settle compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.

The Contractor shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless Glen Helen Association employees from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any acts or omissions negligent or accidental, actual or threatened, intentional or unintentional of the Contracted Parties.

# 5.5 Insurance

- 1. Coverage Requirements
  - i. 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 is used.
  - ii. Umbrella or Excess Liability (over and above Commercial General Liability) with a limit of at least \$2,000,000.
  - iii. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, 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.
- 2. Builder's Risk Insurance
  - i. Each contractor shall maintain insurance to protect himself and the Owner, 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 no yet installed.
- 3. Installation Floater Insurance
  - i. When a contractor is involved solely in the installation of materials and not in the construction of a building, an Installation Floater is required in lieu of a Builder's Risk Policy with the same general conditions applying as set forth in paragraph 2B of this Section.
- 4. The Policies as listed above shall all contain all the following special provisions:
  - i. The Contractor agrees thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy, with respect to the Contract involved, written notice shall be mailed to the Glen Helen Association
  - 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 Owner 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. Either each Contractor shall hold the Owner harmless from all payments for patents, 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.
  - iv. Prior to commencement of any work under Contract, the Contractor shall furnish one (1) copy of Declaration of Insurance as evidence of coverage.

- 5. 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 Owner 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 Owner 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 Owner's satisfaction, the Owner may exercise its right to terminate the contract in accordance with the above paragraph.

# 5.6 Damages in the Event of Default

The Owner declares and Contractor acknowledges that the Owner may suffer damages due to the failure of the Contractor to act in accordance with the requirements, terms, and conditions of the Contract. The Owner declares and the Contractor agrees that such failure shall constitute an event of default on the part of the Contractor. The Contractor agrees that if the Owner does not give prompt notice of such a failure, that the Owner has not waived any of its rights or remedies concerning the failure by the Contractor.

# 5.7 Liquidated Damages

Refer to Schedule B "Owner-Contractor Agreement", Section 3.

# 5.8 Drug Free Workplace

The Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs, marijuana or alcohol or abuse prescription drugs in any way.

# 5.9 Headings

Headings in this Request for Bids Package and the Contract are for convenience only and shall not affect the interpretation of any of the terms and conditions contained in this Request for Bids Package and Contract.

# Appendix A

- 1. Lump Sum Bid Form
- 2. Unit Price Bid Form (3 Projects)
- 3. Contractor's Qualification Statement.
- 4. Non-Discrimination Provision
- 5. Non-Collusion Affidavit
- 6. Bid Guaranty and Contract Bond.
- 7. General Conditions & Requirements

Complete forms 1-6 and submit original +1 copy in your bid package.

#### LUMP SUM BID FORM

#### 1.01 BID SUBMITTED BY:

(Contractor)

DATED:\_\_\_\_\_, 20\_\_

#### 1.02 DELIVER TO:

Glen Helen Association Attn: Nick Boutis, Executive Director 405 Corry Street Yellow Springs, OH 45387

**1.03** Having carefully reviewed the Instructions to Bidders, Conceptual Drawings and other Contract Documents for the Project entitled:

#### **Parking Lots & Raptor Center Improvements**

Project, including having also received, read and taken into account the following Addenda:

| Addendum No | , dated _ |  |
|-------------|-----------|--|
| Addendum No | , dated   |  |

and likewise having inspected the site and the conditions affecting and governing the Project and confirmed the location of the site utilities and all existing structures, the undersigned hereby proposes to furnish all materials and to perform all labor, as specified and described for all Contract Work necessary to complete the Project on a timely basis and in accordance with the Contract Documents.

- **1.04** Before completing the Bid Form, the undersigned represents that it has carefully reviewed the Legal Notice, Instructions to Bidders, this Lump Bid Form, Form of Bid Guaranty and Contract Bond, Affidavit O.R.C. 5719.13, Owner-Contractor Agreement, General Conditions of the Contract, Drawings, Plans and other Contract Documents. Failure to comply with provisions of the Contract Documents may be cause for disgualification of the bid.
- **1.05 BONDS AND CONTRACT:** If the undersigned is notified of bid acceptance, it agrees to furnish required bonds as indicated in the Instructions to Bidders.
- **1.06 COMPLETION OF WORK:** In submitting a bid, the undersigned agrees to execute the Owner-Contractor Agreement in the form included in the Contract Documents and to Substantially Complete its Work as required by the Contract Documents.
- **NOTE A:** The wording of the Bid Form shall be used throughout, without change, alteration, or addition. Any change may cause it to be rejected.

NOTE B: Bidder is cautioned to bid only on the Brands or Standards specified.

**NOTE C:** If there is an inconsistency or conflict in the Bid amount, the lowest amount shall control, whether expressed in numbers or words.

### 2.01 BID:

Include the cost of all labor and material for the projects listed below. Bidder is to fill in all blanks related to the Bid Package for which a bid is being submitted. If no bid is submitted for an item, leave the item blank or insert "NO BID" in the blank. For alternate items, indicate whether the amount stated is in addition to or a deletion from the base bid amount (if there is no indication whether the amount for an alternate is an addition or a deletion, the amount shall be an addition). If both numbers and words are requested for any bid item, the amount in words shall prevail if there is an inconsistency between the numbers and words written.

#### All Projects: General Construction Inclusive of All Trades

# Project #1

**Construction of a NEW Parking Lot** located 100 yards from the State Route 343 Entrance to the Glen Helen Outdoor Education Center & Raptor Center in Yellow Springs, OH.

|  |  | Asphalt Pavement  |                                |
|--|--|---|--------------------------------|
| TOTAL:   | \$   | (figures)   | (words)                        |
|  |  |   |                                |
| Alternate Bid:   | Standard I   | Duty Concrete Pavement  |                                |
| TOTAL:   | \$   | (figures)   | (words)                        |
| Drainat #2   |  |   |                                |
| Project #2   |  |   |                                |
| Resurfacing/P<br>Corry Street in   |  | Other Improvements to the EXISTING Ma<br>ngs, OH.   | ain Parking Lot located at 405 |
| Base Bid: Sta  | ndard Duty   | Asphalt Pavement  |                                |
| TOTAL:   | \$   | (figures)   | (words)                        |
|  |  |   |                                |
| Alternate Bid:   | Standard I   | Duty Concrete Pavement  |                                |
| TOTAL:   | \$   | (figures)   | (words)                        |
|  |  |   |                                |
|  |  |   |                                |
| Project #3   |  |   |                                |
| Improvements<br>approximately  | 0.25 miles fi  | <b>g Pathways and Parking at the Glen Hele</b><br>rom the State Route 343 Entrance to the Gl<br>Yellow Springs, OH. |                                |
| Improvements<br>approximately  | 0.25 miles fi<br>or Center in                            | om the State Route 343 Entrance to the Gl<br>Yellow Springs, OH.  |                                |
| Improvements<br>approximately<br>Center & Rapto                            | 0.25 miles fi<br>or Center in<br><b>vel Paveme</b>       | om the State Route 343 Entrance to the Gl<br>Yellow Springs, OH.  | len Helen Outdoor Education    |
| Improvements<br>approximately<br>Center & Rapto<br>Base Bid: Gra           | 0.25 miles fi<br>or Center in<br><b>vel Paveme</b>       | om the State Route 343 Entrance to the Gl<br>Yellow Springs, OH.<br>ent   | len Helen Outdoor Education    |
| Improvements<br>approximately<br>Center & Rapto<br>Base Bid: Gra<br>TOTAL: | 0.25 miles fi<br>or Center in<br><u>vel Paveme</u><br>\$ | om the State Route 343 Entrance to the Gl<br>Yellow Springs, OH.<br>ent   | len Helen Outdoor Education    |

#### 3.01 INSTRUCTIONS FOR SIGNING

- A. The person signing for a sole proprietorship must be the sole proprietor or his authorized representative. The name of the sole proprietor must be shown below.
- B. The person signing for a partnership must be a partner or his authorized representative.
- C. The person signing for a corporation must be the president, vice president or other authorized representative; or he must show authority, by affidavit, to bind the corporation.
- D. The person signing for some other legal entity must show his authority, by affidavit, to bind the legal entity.
- **4.01 BIDDER CERTIFICATIONS.** The Bidder hereby acknowledges that the following representations in this bid are material and not mere recitals:
  - 1. The Bidder acknowledges that this is a public project involving public funds, and that the Owner expects and requires that each successful Bidder adhere to the highest ethical and performance standards. The Bidder by submitting its bid pledges and agrees that it will abide by the Glen Helen Association's ethics policies including but not limited to (a) it will act at all times with absolute integrity and truthfulness in its dealings with the Owner (b) it will use its best efforts to cooperate with the Owner and all other Contractors on the Project and at all times will act with professionalism and dignity in its dealings with the Owner and other Contractors, (c) it will assign only competent supervisors and workers to the Project, each of whom is fully qualified to perform the tasks that are assigned to him/her, and (d) it has read, understands and will comply with the terms of the Contract Documents.
  - 2. The Bidder represents that it has had a competent person carefully and diligently review each part of the Contract Documents, including the Specifications and Drawings that are applicable to the Work on which the Bidder is submitting its bid. By submitting its bid, each Bidder represents and agrees, based upon its careful and diligent review of the Contract Documents, that it is not aware of any conflicts, inconsistencies, errors or omissions in the Contract Documents for which it has not notified the Owner in writing at least seven (7) days prior to the bid opening. If there are any such conflicts, Inconsistencies, errors or omissions in the Contract Documents, the Bidder (i) shall provide the labor, equipment or materials of the better quality or greater quantity of Work; and/or (ii) shall comply with the more stringent requirements. The Bidder shall not be entitled to any additional compensation for any conflicts, inconsistencies, errors or omissions in that would have been discovered by such careful and diligent review, unless it has given such prior written notice to the Owner.
  - 3. The Bidder represents that it has had a competent person carefully and diligently inspect and examine the entire site for the Project and the surrounding area, including all parts of the site applicable to the Work for which it is submitting its bid, including the location, condition and layout of the site and the location of utilities, and carefully correlate the results of the inspection with the requirements of the Contract Documents. The Bidder agrees that its bid shall include all costs attributable to site and surrounding area conditions that would have been discovered by such careful and diligent inspection and examination of the site and the surrounding area, and the Bidder shall not be entitled to any Change Order, additional compensation, or additional time on account of conditions that could not have been discovered by such an investigation.
  - 4. The Bidder represents, understands and agrees that a) the Claim procedures in the Modified General Conditions are material terms of the Contract Documents, b) if it has a Claim, it shall have its personnel provide complete and accurate information to complete and submit the Notice of Claim form on a timely basis, c) the proper completion and timely submission of a Notice of Claim form is a condition precedent to any change in the Contract Sum or the Contract Time(s), and d) the proper and timely submission of the Notice of Claim form provides the Owner with necessary information so that the Owner may investigate the Claim and mitigate its damages.

- 5. The Bidder represents that the bid contains the name of every person interested therein and is based upon the Standards specified by the Contract Documents.
- 6. The Bidder and each person signing on behalf of the Bidder certifies in the case of a bid by joint venture, each member thereof certifies as to such member's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Base Bid and any Unit Prices have been arrived at independently without collusion, consultation, communication or agreement, or for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate bid with any other Bidder; (b) unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate bid in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid or Unit Prices; (c) no attempt has been made or will be made by the Bidder to induce any other Person to submit or not to submit a bid for the purpose of restricting competition; and (d) the statements made in this Bid Form are true and correct.
- 7. The Bidder shall execute the form of Owner/Contractor Agreement in the form included with the Contract Documents, if a Contract is awarded on the basis of this bid, and if the Bidder does not execute the Contract Form for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the Owner.
- 8. The Bidder certifies that the upon the award of a Contract, the Contractor will ensure that all of the Contractor's employees, while working on the Project site, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- 9. The Bidder agrees to furnish any information requested by the Owner's authorized representative to evaluate that the Bidder is the best bidder and that the bid is responsive to the specifications.
- 10. The Bidder certifies that it has no unresolved findings for recovery issued by the Auditor of State.
- 11. The Bidder certifies that it is aware of and in compliance with the requirements of Ohio Revised Code Section 3517.13 regarding campaign contributions.

LEGAL NAME OF BIDDER:

BIDDER IS:

(sole proprietor, partnership, corporation or other legal entity)

NAME & TITLE OF PERSON LEGALLY AUTHORIZED TO BIND BIDDER TO A CONTRACT:

| Name         | Title              |
|--------------|--------------------|
| DATE SIGNED: | SIGNATURE:         |
|              | ADDRESS:           |
|              |                    |
|              | TELEPHONE:FAX:     |
|              | FEDERAL TAX I.D. # |
|              |                    |

When the Bidder is a partnership or a joint venture, state name and address of each partner in the partnership or participant in the joint venture below:

# CONTRACTOR'S QUALIFICATION STATEMENT

SUBMITTED TO: Glen Helen Association 405 Corry Street Yellow Springs, OH 45387

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

[] Corporation [] Partnership [ ] Individual [] Joint Venture [] Other

# NAME OF PROJECT:

- 1. ORGANIZATION
  - 1.1 How many years has your organization been in business as a Contractor?
  - 1.2 How many years has your organization been in business under its present business name?
    - 1.2.1 Under what other or former names has your organization operated?
  - 1.3 If your organization is a corporation, answer the following:
    - 1.3.1 Date of incorporation:
    - 1.3.2 State of incorporation:
    - 1.3.3 President's name:
    - 1.3.4 Vice President's name(s):
    - 1.3.5 Secretary's name:
    - 1.3.6 Treasurer's name:

- 1.4 If your organization is a partnership, answer the following:
  - 1.4.1 Date of organization:
  - 1.4.2 Type of partnership (if applicable):
  - 1.4.3 Name(s) of general partner(s):
- 1.5 If your organization is individually owned, answer the following:
  - 1.5.1 Date of organization:
  - 1.5.2 Name of owner:
- 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

### 2. LICENSING

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

#### 3. EXPERIENCE

- 3.1 List the categories of work that your organization normally performs with its own forces.
- 3.2 Claims and Lawsuits (If the answer to any of the questions below is yes, please attach details.)
  - 3.2.1 Has your organization ever failed to complete any work?
  - 3.2.2 Within the last five (5) years has your organization or any of its officers prosecuted any Claims, had any Claims prosecuted against it or them, or been involved in or is currently involved in any mediation or arbitration proceedings or lawsuits suits related to any construction project, or has any judgments or awards outstanding against it or them? If the answer is yes, please attach the details for each Claim, including the names and telephone numbers of the persons who are parties, the amount of the Claim, the type of Claim and basis for the Claim, and the outcome.

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

- 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? If the answer is yes, please attach details for each instance, including the names and telephone numbers of the persons who are parties to the contract, and the reason(s) the contract was not completed.
- 3.4 On a separate sheet, list construction projects your organization has in progress with an original Contract Sum of more than \$100,000.00, giving the name of project, owner and its telephone number, design professional and its telephone number, contract amount, percent complete and scheduled completion date.
  - 3.4.1 State total amount of work in progress and under contract:
- 3.5 Provide the following information for each contract your organization has had during the last five (5) years, including current contracts, where the Contract Sum is fifty percent (50%) or more of the bid amount for this Project, including add alternates. If there are more than ten (10) of these contracts only provide information on the most recent ten (10) contracts, including current contracts.

| Project And Work | Contract Sum | Owner's Representative<br>& Telephone Number | Engineer's Or Architect's<br>Representative Name &<br>Telephone Number |
|------------------|--------------|--|--|
|                  |              |  |  |
|                  |              |  |  |
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|                  |              |  |  |

3.5.1 Provide the following information for each project your organization has had during the last five (5) years, which your organization believes is of comparable or greater size and complexity than the Owner's project. If there are more than five (5) of these projects, only provide information on the most recent five (5) projects, including current projects.

| Project And Work | Contract Sum | Owner's Representative<br>& Telephone Number | Engineer's Or Architect's<br>Representative Name &<br>Telephone Number |
|------------------|--------------|--|--|
|                  |              |  |  |
|                  |              |  |  |
|                  |              |  |  |
|                  |              |  |  |
|                  |              |  |  |

- 3.5.2 State average annual amount of construction work your organization has performed during the last five years.
- 3.5.3 If any of the following members of your organization's management--president, chairman of the board, or any director--operates or has operated another construction company during the last five (5) years, identify the member of management and the name of the construction company.
- 3.5.4 If your organization is operating under a trade name registration with the Secretary of State for the State of Ohio, identify the entity for which the trade name is registered. If none, state "none."
- 3.5.5. If your organization is a division or wholly-owned subsidiary of another entity or has another relationship with another entity, identify the entity of which it is a division or wholly-owned subsidiary or with which it has another relationship and also identify the nature of the relationship. If none, state "not applicable."
- 3.6 On a separate sheet, list the construction education, training and construction experience for each person who will fill a management role on the Project, including without limitation the Project Executive, Project Manager, and Project Superintendent. For each person listed, include with the other information the last three projects on which the person worked and the name and telephone number of the design professional and the Owner.

#### 4. REFERENCES

- 4.1 Trade References:
- 4.2 Bank References:
- 4.3 Surety:
  - 4.3.1 Name of bonding company:
  - 4.3.2 Name and address of agent:

#### 5. FINANCING

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

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

Net Fixed Assets;

Other Assets;

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

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

- 5.1.2 Name and address of firm preparing attached financial statement, and date thereof.
- 5.1.3 Is the attached financial statement for the identical organization named on page one?
- 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).
- 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

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

| SIGNATURE   |
|---|
| Dated at thisday of, 20   |
| Name of Organization:   |
| By:[PRINT NAME]   |
| Signature:  |
| Title:  |
|   |
|   |
| , being duly sworn, deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading. |
| Subscribed and sworn before me thisday of20   |
|   |
| Notary Public   |

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

SEAL

# 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, disability 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, disability 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 THE GLEN HELEN ASSOCIATION.

|       | WITNESS | The Glen Helen Association             |
|-------|---------|--|
| BY:   |         | BY:<br>Nick Boutis, Executive Director |
| DATE: |         | DATE:                                  |
| BY:   |         | BY:<br>Printed Name:                   |
| DATE: |         | DATE:                                  |

# Non-Collusion Affidavit

| STATE OF  | _)   |  |   |
|---|--|--|---|
| COUNTY OF   |  | SS:  |   |
| (NAME)  |  |  | , being first duly sworn, deposes   |
| and says that he/she is   |  |  | for   |
| ·   |  | (POSIT)  |   |
|   |  |  | the party making the fore-  |
| (COMPANY NAME)  |  |  |   |
| going proposal or bid, that such proposal<br>bidder has not colluded, conspired, conni-<br>person, to put in a sham bid or to refrain<br>indirectly, sought by agreement or collus<br>fix the bid price of affiant or of any other<br>said bid price, or of that of any other bidd<br>Association or any person interested in th<br>proposal or bid are true. | ved or a<br>from bi<br>ion, or o<br>bidder,<br>ler, or t | ngreed, din<br>idding, an<br>communic<br>or to fix a<br>o secure a | rectly or indirectly, with any bidder or<br>nd has not in any manner, directly or<br>cation or conference, with any person, to<br>any overhead, profit or cost element of<br>any advantage against the Glen Helen |
|   |  |  |   |
|   | AFI  | FIANT  |   |
| Sworn to and subscribed before me, a Notary Public  | , on this_   |  | day of  |
|   | <br>NO'  | TARY PUB   |   |

My commission expires\_\_\_\_\_,

### **BID GUARANTY AND CONTRACT BOND**

(O.R.C. § 153.571)

| KNOW ALL PERSONS BY THESE PRESENTS, that we, the unde                                | rsigned      |               |             |
|--|--------------|---------------|-------------|
|  | ° –          | As            | Principal   |
| anda   | s surety     | are hereby    | held and    |
| firmly bound unto the Glen Helen Association as Obligee in the penal sum             | of the do    | llar amount   | of the bid  |
| submitted by the principal to the obligee on   |              |               | , to        |
| undertake the contract for the Glen Helen Parking Lots & Raptor Center I             | mprovem      | ient ("Proje  | cts"). The  |
| penal sum referred to herein shall be the dollar amount of the Principal's B         | id to the    | Obligee, inc  | orporating  |
| any additive or deductive Alternates made by the Principal on the date re            | ferred to    | above to the  | e Obligee,  |
| which are accepted by the obligee. In no case shall the penal sum exceed             | the amou     | nt of         | -           |
| Dollars (\$  | ). (If       | the foregoir  | ng blank is |
| not filled in, the penal sum will be the full amount of the Principal's Bid, include | ding all Alt | ternates. Alt | ernatively, |
| if the blank is filled in the amount stated must not be less than the full a         |              |               |             |
| Alternates, in dollars and cents. A percentage is not acceptable.) For the           | payment      | of the pena   | l sum well  |
| and truly to be made, we hereby jointly and severally bind ourselves, our h          |              |               |             |
| successors, and assigns.   | ,            |               | ,           |
|  |              |               |             |

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above named Principal has submitted a Bid for work on the above-referenced 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 (10%) of the penalty hereof between the amount specified in the Bid and such larger amount for which the Obligee may in good faith contract with the Bidder determined by the Obligee to be the next lowest and best Bidder to perform the Work covered by the Bid; or in the event the Obligee does not award the Contract to the next lowest and best Bidder and resubmits the Work on the Project for bidding, the Principal pays to the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the Bid, or the costs, in connection with the resubmission, of printing new Contract Documents, required advertising, and printing and mailing notices to prospective Bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the Obligee accepts the Bid of the Principal, and the Principal, within ten (10) days after the awarding of the Contract, enters into a proper Contract and executes the Contract Form in accordance with the Contract Documents, including without limitation 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 Obligees against all damage suffered by failure to perform such Contract according to the provisions thereof and in accordance with the Contract Documents, including without limitation Plans, details, Specifications, and bills of material therefore; and shall pay all lawful claims of Subcontractors, Material Suppliers, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said Contract; we, agreeing and assenting that this undertaking shall be for the benefit of any Subcontractor, Material Supplier or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of said Contract, the Work thereunder or the Contract Documents, including without limitation the Plans and Specifications therefore, shall in any wise affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions in or to the terms of the Contract, the Work, or the Contract Documents, including without limitations.

| Signed and sealed this | _day of, 20                        |
|------------------------|------------------------------------|
|                        |                                    |
|                        | (PRINCIPAL)                        |
|                        | (FRINCIPAL)                        |
|                        | Ву:                                |
|                        | Printed Name & Title:              |
|                        |                                    |
|                        | (SURETY)                           |
|                        | Ву:                                |
|                        | Printed Name & Title:              |
|                        | Surety's Address:                  |
|                        | Surety's Telephone Number:         |
|                        | Surety's Fax Number:               |
|                        |                                    |
|                        | NAME OF SURETY'S AGENT             |
|                        | Surety's Agent's Address:          |
|                        |                                    |
|                        | Surety's Agent's Telephone Number: |
|                        | Surety's Agent's Fax Number:       |
|                        | Surety's Agent's Email Address:    |

NOTE: The Contract Bond form that follows is to be used ONLY by a bidder that is determined to have submitted the lowest and best bid <u>and</u>/or a form of bid guaranty other than the combined Bid Guaranty and Contract Bond with its bid. If a bidder submits a combined Bid Guaranty and Contract Bond, then the bid guaranty becomes the contract bond when the contract is awarded.

Bond No.

## CONTRACT BOND

## (O.R.C. § 153.57)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned ("Contractor ") as principal and \_\_\_\_\_\_\_as surety, are hereby held and firmly bound unto the Glen Helen Association (the "Owner") as obligee, in the penal sum of

\_\_\_\_\_Dollars (\$\_\_\_\_\_), for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas, the above-named principal did on the \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_, enter into a contract with the Owner for the **Glen Helen Parking Lots & Raptor Center Improvement ("Projects")**, which said contract is made a part of this bond the same as though set forth herein:

Now, if the said Contractor shall well and faithfully do and perform the things agreed by the Contractor to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

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

|         | me & Title:       | Printed Name & Title: |
|---------|-------------------|-----------------------|
| NAME OF | SURETY'S AGENT    | Surety's Address:     |
|         | nt's Address:     | Surety's Tel. Number: |
|         | nt's Tel. Number: | Guicty's Fol. Humber. |
|         | nt's Fax Number:  |                       |
|         | Agent's Em        |                       |

# Glen Helen Parking Lots & Raptor Center Improvements

# GENERAL CONDITIONS AND REQUIREMENTS OF THE WORK OF THE CONTRACT

# General

- The Contractor shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.
- The Contractor shall designate in writing a representative who is authorized to act on their behalf with respect to the Project.
- The Contractor shall perform the Work in accordance with the Contract Documents. The Contractor shall not be relieved of the obligation to perform the Work in accordance with the Contract Documents by the activities, tests, inspections or approvals of the Owner.
- The Contractor shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Contractor performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Contractor shall assume responsibility for such Work and shall bear the costs attributable to correction.
- Neither the Contractor nor any Sub-Contractor, Consultant, or other person shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Contractor determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Contractor shall execute a Modification.
- The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Consultants, Sub-Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

# **General Consultation**

- The Contractor shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.
- When applicable law requires that services be performed by licensed professionals, the Contractor shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Contractor's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Contractor.
- The Contractor, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

# **Progress Reports**

- The Contractor shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Contractor, the Contractor shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:
  - •Work completed for the period;
  - Project schedule status;
  - •Submittal schedule and status report, including a summary of outstanding Submittals;
  - •Responses to requests for information to be provided by the Owner;
  - Approved Change Orders and Change Directives;
  - •Pending Change Order and Change Directive status reports;
  - •Tests and inspection reports;
  - •Additional information as agreed to by the Owner and Contractor.

# **Contractor's Schedules**

- The Contractor, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.
- The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

# Certifications.

Upon the Owner's written request, the Contractor shall obtain from the Consultants, and Sub-Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Consultants and Sub-Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Contract Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Contractor's Consultants, and Sub-Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

# **Contractor's Submittals**

Prior to submission of any Submittals, the Contractor shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Contractor's schedule (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Contractor fails to submit a Submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

- By providing Submittals the Contractor represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents.
- The Contractor shall perform no portion of the Work for which the Contract Documents require Submittals until the Owner has approved the respective Submittal.
- The Work shall be in accordance with approved Submittals except that the Contractor shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Contract Documents. The Work may deviate from the Contract Documents only if the Contractor has notified the Owner in writing of a deviation from the Contract Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.
- All professional design services or certifications to be provided by the Contractor, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional, if prepared by others, shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

# Warranty.

The Contractor warrants to the Owner that materials and equipment furnished under the Contract shall be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work shall conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Contract Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

# **Royalties, Patents and Copyrights**

- > The Contractor shall pay all royalties and license fees.
- The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Contractor has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives

notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Contractor, the Owner shall give prompt written notice to the Contractor.

# Indemnification

- To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, including the Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Contractor, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this section.
- The indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Contractor, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

# **Contingent Assignment of Agreements**

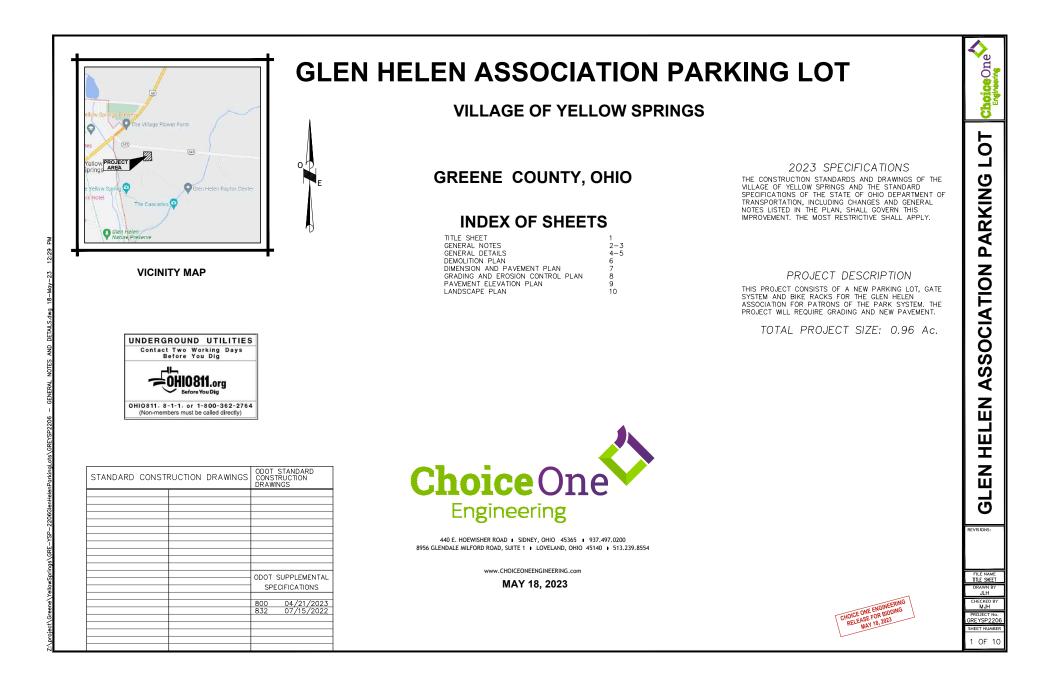
- > Each agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that
  - assignment is effective only after termination of the Contract by the Owner for cause, and only for those agreements that the Owner accepts by written notification to the Contractor and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.
- When the Owner accepts the assignment of an agreement, the Owner assumes the Contractor's rights and obligations under the agreement.
- Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.
- Upon such assignment to the Owner under this Section, the Owner may further assign the agreement to a successor Contractor or other entity. If the Owner assigns the agreement to a successor Contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor Contractor's or other entity's obligations under the agreement.

# Contractor's Insurance and Bonds.

> The Contractor shall purchase and maintain insurance and provide bonds

# **PROJECT PLAN DOCUMENTS**

# SECTION C



#### **ELEVATION DATUM**

ALL ELEVATIONS ARE BASED ON NAVD 88 (ODOT VRS GEOID 18).

#### GENERAL NOTES AND DETAILS

ALL CONSTRUCTION METHODS, MATERIALS, AND SPECIFICATIONS SHALL COMPLY WITH THE LATEST VERSION OF THE VILLAGE OF YELLOW SPRINGS STANDARDS AND SPECIFICATIONS AND /OR THE LATEST VERSION OF THE OHIO DEPARTMENT OF TRANSPORTATION CONSTRUCTION STANDARDS AND SPECIFICATIONS (INCLUDING CURRENT SUPPLEMENTAL SPECIFICATIONS 800 AND 832), WHICHEVER IS MORE RESTRICTIVE AS DETERMINED BY THE VILLAGE OF YELLOW SPRINGS.

#### UNDERGROUND UTILITIES

THE LOCATIONS OF THE UNDERGROUND LITUTIES SHOWN ON THE PLANS ARE AS OBTAINED FROM THE OWNERS OF THE UTILITY AS REQUIRED BY SECTION 153.64 ORC. EXISTING UTILITIES ARE SHOWN IN THEIR APPROXIMATE LOCATION ACCORDING TO THE BEST AVAILABLE DATA. THE CONTRACTOR WILL BE RESPONSIBLE FOR LOCATING THEM IN THE FIELD PRIOR TO CONSTRUCTION AND WILL BE RESPONSIBLE FOR ANY DAMAGE DONE TO THEM. CONTRACTOR TO CONTACT OHIO UTILITIES PROTECTION SERVICE (1-800-362-2764) 48 HOURS PRIOR TO CONSTRUCTION

NON-MEMBERS MUST BE CALLED DIRECTLY.

#### UTILITY OWNERSHIP

LISTED BELOW ARE ALL UTILITIES LOCATED WITHIN THE PROJECT CONSTRUCTION LIMITS TOGETHER WITH THEIR RESPECTIVE OWNERS:

TELEPHONE

DAYTON, OHIO 45420

3233 WOODMAN DRIVE, ROOM 225

AT&T

STREETS AND STORM SEWER VILLAGE OF YELLOW SPRINGS YELLOW SPRINGS, OHIO 45387 937) 767-7205 ATTN: JOHN BURNS

(937) 296-2588 ATTN: HOWARD LAUDERMILK WATER AND SANITARY GAS CENTERPOINT ENERGY VILLAGE OF YELLOW SPRINGS 6500 CLYO ROAD CENTERVILLE, OHIO 45459

DAYTON, OHIO 45387 (927) 767-7208 ATTN: BRAD AULT

#### ELECTRIC

1900 DRYDEN ROAD DAYTON, OHIO 454397IP (937) 554-9063 ATTN: WILLIAM WARD

SERVICE 2 WORKING DAYS BEFORE YOU DIG CALL TOLL FREE 800-362-2764

#### UTILITY INTERFERENCE

IF, DURING THE CONSTRUCTION, INTERFERENCE ARISES WITH EXISTING UTILITIES IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY AND COORDINATE AS NEEDED WITH THE UTILITY COMPANY INVOLVED ANY AND ALL WORK REQUIRED FOR PRIVATE LITILITIES SHALL BE COORDINATED WITH AND, IF REQUIRED, DONE BY THEIR RESPECTIVE OWNERS, UNLESS OTHERWISE NOTED ON THESE PLANS THE CONTRACTOR SHALL NOTIFY, AT LEAST 7 DAYS BEFORE BREAKING GROUND, ALL PUBLIC SERVICE CORPORATIONS HAVING WRES, POLES, PIPES, CONDUITS, MANHOLES, OR OTHER STRUCTURES THAT MAY BE AFFECTED BY THIS OPERATION, INCLUDING ALL STRUCTURES WHICH ARE AFFECTED AND NOT SHOWN ON THESE PLANS.

#### CROSSINGS AND CONNECTIONS TO **EXISTING PIPES AND UTILITIES**

WHERE PLANS PROVIDE FOR A PROPOSED CONDUIT TO BE CONNECTED TO, OR CROSS OVER OR UNDER AN EXISTING SEWER OR UNDERGROUND UTILITY. THE CONTRACTOR SHALL LOCATE THE EXISTING PIPES OR UTILITIES BOTH AS TO LINE AND GRADE BEFORE STARTING TO LAY THE PROPOSED CONDUIT

IT IS DETERMINED THAT THE ELEVATION OF THE EXISTING CONDUIT, OR EXISTING APPURTENANCE TO BE CONNECTED, DIFFERS FROM THE PLAN ELEVATION OR RESULTS IN A CHANGE IN THE PLAN CONDUIT SLOPE, VILLAGE OF YELLOW SPRINGS SHALL BE NOTIFIED BEFORE STARTING CONSTRUCTION OF ANY PORTION OF THE PROPOSED CONDUIT WHICH WILL BE AFFECTED BY THE VARIANCE IN THE EXISTING ELEVATIONS.

IF IT IS DETERMINED THAT THE PROPOSED CONDUIT WILL INTERSEC THE EXISTING SEVER OR UNDERGROUND UTILITY IF CONSTRUCTED AS SHOWN ON THE PLAN, VILLAGE OF YELLOW SPRINGS SHALL BE NOTIFIED BEFORE STARTING CONSTRUCTION OF ANY PORTION OF THE PROPOSED CONDUIT WHICH WOULD BE AFFECTED BY THE INTERFERENCE WITH AN EXISTING FACILITY. COST OF THIS ITEM SHALL BE INCLUDED IN THE COST OF THE CONTRACTORS OVERALL LUMP SUM BID FOR THE PROJECT.

#### MUD

THE TRACKING OR SPILLAGE OF MUD, DIRT, OR DEBRIS UPON PUBLIC STREETS IS PROHIBITED AND ANY SUCH OCCURRENCE SHALL BE CLEANED UP IMMEDIATELY BY THE CONTRACTOR.

#### EXISTING UTILITY CONFLICT NOTE

IF A CONFLICT ARISES WITH EXISTING UTILITIES, THE CONTRACTOR SHALL COORDINATE WITH THE OWNER AND APPROPRIATE UTILITY COMPANY TO GET THE CONFLICT RESOLVED.

#### UTILITY STATEMENT

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. CHOICE ONE ENGINEERING CORPORATION MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA EITHER IN-SERVICE OR ABANDONED. CHOICE ONE ENGINEERING CORPORATION FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. CHOICE ONE ENGINEERING CORPORATION HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

#### CAD FILE DISCLAIMER

THE CAD FILE ASSOCIATED WITH THESE CONSTRUCTION PLANS IS A NON-CERTIFIED DOCUMENT. ANY USE OF THE INFORMATION OBTAINED OR DERIVED FROM THE ASSOCIATED CAD FILE WILL BE AT THE RECEIVING PARTY/USER'S RISK, CHOICE ONE ENGINEERING CORP. OFFERS NO WARRANTY AS TO THE ACCURACY OF THE INFORMATION IN THE CAD FILE OR THAT REVISIONS HAVE BEEN ISSUED AFTER THE CAD DRAWING WAS RELEASED, RECEIVING PARTIES/USERS SHALL HOLD HARMLESS TO THE MAXIMUM EXTENT ALLOWED BY LAW CHOICE ONE ENGINEERING CORP. FROM ANY USE OF THE CAD FILE BY THE RECEIVING PARTY/USER, IN ALL CIRCUMSTANCES, AND AT ALL TIMES. THE PUBLISHED PAPER AND/OR PDF DRAWINGS FOR THE PROJECT SHALL SUPERSEDE THE CAD FILES. IN THE CASE OF AN INCONSISTENCY BETWEEN THE PUBLISHED PAPER/PDF DRAWINGS AND THE ASSOCIATED CAD FILE, THE PUBLISHED PAPER/PDF DRAWINGS SHALL GOVERN THE PROJECT AND ALL WORK.

#### SAFETY

THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL FEDERAL, STATE, AND LOCAL SAFETY REQUIREMENTS, TOGETHER WITH EXERCISING PRECAUTIONS AT ALL TIMES FOR THE PROTECTION OF PERSONS (INCLUDING EMPLOYEES) AND PROPERTY IT IS ALSO THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO INITIATE, MAINTAIN, AND SUPERVISE ALL SAFETY REQUIREMENTS, PRECAUTIONS, AND PROGRAMS IN CONNECTION WITH THE WORK.

#### **CLEAN WATER NOTE**

ROOF DRAINS, FOUNDATION DRAINS, AND ALL OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SYSTEM ARE PROHIBITED.

#### GENERAL NOTES

1. ALL UTILITIES SHALL BE INSTALLED, TESTED, AND COMPLY WITH THE LATEST VERSION OF THE VILLAGE OF YELLOW SPRINGS STANDARDS AND SPECIFICATIONS.

2. ALL DISTURBED AREAS AND ALL NON-PAVEMENT AREAS SHALL HAVE A MINIMUM OF 6" OF TOP SOIL PLACED AND ARE TO BE SEEDED AND MULCHED PER ODOT ITEM 659.

3 ALL CONCRETE LISED FOR HEAVY DUTY PAVEMENT(S) AND STANDARD DUTY PAVEMENT(S) SHALL BE ODOT QC-1P AND REINFORCED WITH CONCRETE FIBERS AS SPECIFIED IN THE PROPOSED PAVEMENT SECTION(S) OR AS NOTED HERE. ALL OTHER CONCRETE (WALKS, CURBS, ETC.) SHALL ALSO BE ODOT QC-1P. ALL CONCRETE SHALL BE REINFORCED WITH 3 LBS/CY OF EITHER EUCLID CHEMICAL TUFSTRAND SF, FORTA FERRO FIBRILLATED MACROFIBERS APPROVED EQUIVALENT MEETING ASTM C 1116 TYPE 3, MINIMUM 2 LENGTH, ASPECT RATIO 50 TO 90, CONTRACTOR SHALL CONTACT THE FIBER MANUFACTURER'S SUPPLIER 48 HOURS PRIOR TO ORDERING THE BATCH OF CONCRETE FOR APPROPRIATE MIXING AND FINISHING PROCEDURES

4. CONTRACTOR TO BE RESPONSIBLE FOR ANY PERMITS OR FEES THAT MAY BE NECESSARY FOR THE COMPLETION OF THE SITE WORK

5. ALL WORK SHALL CONFORM WITH ALL FEDERAL, STATE, AND LOCAL ADA REGULATIONS AND STANDARDS.

6. ALL ITEMS ON SITE PLAN SHALL BE CONSTRUCTED PER THE LATEST VERSION OF THE VILLAGE OF YELLOW SPRINGS STANDARDS.

#### SUBCONTRACTOR SUPERVISION

THE CONTRACTOR IS REQUIRED TO HAVE SOMEONE ON-SITE TO SUPERVISE THE SUBCONTRACTOR FOR QUALITY CONTROL PURPOSES AND TO PROVIDE ANY NECESSARY ASSISTANCE TO THE SUBCONTRACTOR TO ENSURE QUALITY WORK. COST OF THIS ITEM SHALL BE INCLUDED IN THE COST OF THE CONTRACTOR'S OVERALL LUMP SUM BID FOR THE PROJECT.

#### EXCAVATION AND EMBANKMENT

TOPSOIL SHALL BE REMOVED FROM ALL DISTURBED AREAS AND ALL AREAS TO BE EXCAVATED OR EMBANKED. A MINIMUM OF 6" OF TOPSOIL SHALL BE FINE GRADED ON ALL DISTURBED AREAS.

ALL EMBANKMENT SHALL BE COMPACTED TO A MINIMUM OF 100% STANDARD PROCTOR OR AS DETERMINED BY THE OWNER. TESTING MAY BE REQUIRED BY THE OWNER.

#### SAWCUT PAVEMENT JOINTS

MORE THAN ONE SAWCUT MAY BE NECESSARY TO ENSURE A CLEAN CUT. JUST PRIOR TO ASPHALT OR CONCRETE PLACEMENT, ASPHALT MATERIAL SHALL BE PLACED ON THE VERTICAL FACE OF SAWCUT JOINTS PRIOR TO PAVING AS PER 401.14. AFTER THE ASPHALT WORK IS COMPLETED, THE TRANSVERSE JOINTS SHALL BE SEALED WITH LIQUID ASPHALT

#### PAVEMENT MARKINGS

ALL PAVEMENT MARKINGS SHALL BE PER ODOT ITEM 640 AND 642. ALL PAVEMENT MARKINGS TO BE TYPE 1, UNLESS APPLICATION IS REQUIRED WHEN AIR AND PAVEMENT TEMPERATURES ARE BETWEEN 35 T AND 50 F, THEN OBTAIN APPROVAL FROM THE OWNER AND APPLY ONLY PRE-QUALIFIED TYPE 1A COLD WEATHER TRAFFIC PAINT MATERIALS PER ITEM 642 AND 740.

ALL MARKING LAYOUT AND COLOR SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.

#### UTILITIES

CONTRACTOR SHALL INSTALL AND/OR COORDINATE THE INSTALLATION OF GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION, FIBER OPTIC, ETC. AS REQUIRED AND/OR AS SHOWN ON UTILITY PLAN AND ARCHITECTURAL SHEETS. CONTRACTOR SHALL CONTACT THE UTILITY COMPANIES PRIOR TO INSTALLATION OF ANY FACILITIES. ALL UTILITIES SHALL BE INSTALLED PER EACH PARTICULAR UTILITY COMPANY'S STANDARDS AND PROCEDURES. CONTRACTOR TO VERIFY ACTUAL SIZES, LOCATIONS (POINTS OF ENTRY INTO THE BUILDING) AND INVERTS OF ALL UTILITIES TYING INTO THE BUILDING WITH ALL ARCHITECT PLANS (BUILDING, PLUMBING, ELECTRICAL, ETC.) BEFORE CONSTRUCTION.

#### ASPHALT

ALL ODOT CONSTRUCTION AND MATERIAL SPECIFICATIONS SHALL APPLY TO THIS PROJECT EXCEPT FOR ODOT ITEM 401 20 ASPHALT BINDER PRICE ADJUSTMENT (ASPHALT CONCRETE BID ITEMS ARE NOT ELIGIBLE FOR ANY ASPHALT BINDER PRICE ADJUSTMENT).

ALL ASPHALT DELIVERED SHALL BE ACCOMPANIED WITH A LOAD TICKET AS PER ITEM 401.21.

#### REVIEW OF DRAINAGE FACILITIES

BEFORE FINAL ACCEPTANCE BY THE OWNER, REPRESENTATIVES OF THE OWNER, AND THE CONTRACTOR, SHALL MAKE AN INSPECTION OF ALL EXISTING SEWERS WHICH ARE TO REMAIN IN SERVICE AND WHICH MAY BE AFFECTED BY THE WORK, ALL EXISTING SEWERS INSPECTED BY THE ABOVE MENTIONED PARTIES SHALL BE MAINTAINED AND LEFT IN A CONDITION REASONABLY COMPARABLE TO PRE-EXISTING CONDITION OF THE SEWER. ANY CHANGE IN THE CONDITION RESULTING FROM THE CONTRACTOR'S OPERATIONS SHALL BE CORRECTED BY THE CONTRACTOR TO THE SATISFACTION OF THE VILLAGE OF YELLOW SPRINGS AND/OR OWNER.

ALL NEW CONDUITS, UNDERDRAINS (INCLUDING THE STONE BACKFILL ABOVE THE UNDERDRAIN PIPING), INLETS, CATCH BASINS, MANHOLES, SWALES/DITCHES, AND DETENTION/RETENTION BASINS CONSTRUCTED AS A PART OF THE PROJECT SHALL BE FREE OF ALL FOREIGN MATTER (INCLUDING SEDIMENT) AND IN A CLEAN CONDITION AND FULLY AND PROPERLY FUNCTIONAL BEFORE THE PROJECT WILL BE ACCEPTED BY THE OWNER

#### **ITEM 201 CLEARING AND GRUBBING, AS** PER PLAN

CONTRACTOR TO CLEAR THE AREA AS SHOWN ON THE PLANS AND/OR AS NEEDED TO WORK ON THIS PROJECT, UNLESS STATED ELSEWHERE IN THE PLANS, CLEARING AND GRUBBING IS TO BE KEPT TO A MINIMUM IN ORDER TO PRESERVE THE WOODED AREAS

#### MODIFICATIONS

ANY MODIFICATIONS TO THE SPECIFICATIONS OR CHANGES TO THE WORK AS SHOWN ON THE DRAWINGS MUST HAVE PRIOR WRITTEN APPROVAL BY THE OWNER.

#### RESTORATION

THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ANY DISTURBED AND/OR DAMAGED AREAS, INCLUDING PAVEMENT, TO CONDITIONS EQUAL TO OR BETTER THAN CONDITIONS PRIOR TO CONSTRUCTION OR TO THE SATISFACTION OF THE OWNER.

#### MISCELLANEOUS

THE INTENT OF THESE DRAWINGS IS TO INCLUDE ALL ITEMS NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK BY THE CONTRACTOR. PERFORMANCE BY THE CONTRACTOR SHALL BE REQUIRED TO THE EXTENT CONSISTENT WITH THE CONTRACT DOCUMENTS AND REASONABLY INFERABLE FROM THEM AS BEING NECESSARY TO PRODUCE THE INTENDED RESULTS

IN THE CASE OF AN INCONSISTENCY BETWEEN DRAWINGS AND SPECIFICATIONS OR WITHIN EITHER DOCUMENT, THE BETTER QUALITY OR GREATER QUANTITY OF WORK SHALL BE PROVIDED IN ACCORDANCE WITH THE OWNER'S REPRESENTATIVE'S INTERPRETATION.

CONTRACTORS SHALL VERIFY ALL GRADES, ELEVATIONS, AND EXISTING UTILITY LOCATIONS PRIOR TO CONSTRUCTION

CONTRACTOR'S LUMP SUM BID PRICE SHALL INCLUDE ALL ITEMS AND OPERATIONS NEEDED, REQUIRED AND NECESSARY FOR THE PROPER EXECUTION OF THE PROJECT AND TO COMPLETE ALL WORK

#### **GRAFFITI AND VANDALISM**

THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND REPLACEMENT OF ALL WORK / ITEMS (INCLUDING ANY CONCRETE WORK) OR OTHER ITEMS UNDER THIS CONTRACT WHICH IS DEEMED UNACCEPTABLE BY THE OWNER DUE TO GRAFFITI OR VANDALISM DAMAGE

#### **OWNER COORDINATION NOTES**

THE CONTRACTOR SHALL COORDINATE THE PROPOSED WORK WITH THE OWNER'S REPRESENTATIVE PRIOR TO PERFORMING ANY WORK ON SITE. IF THE CONTRACTOR IS TO ENGAGE IN ANY OPERATIONS THAT AFFECT THE EXISTING FACILITY OPERATIONS, THE CONTRACTOR SHALL COORDINATE THE SCHEDULING OF SUCH ACTIVITIES WITH THE OWNER'S REPRESENTATIVE PRIOR TO PERFORMING ANY SUCH OPERATIONS OF ACTIVITIES

THE CONTRACTOR SHALL PROVIDE ALL TEMPORARY SUPPORT BRACING AND OTHER DEVICES AS MAY BE REQUIRED OR AS DIRECTED BY OWNER'S REPRESENTATIVE OR THE ENGINEER TO PROTECT THE SAFETY OF THE PUBLIC, ADJACENT STRUCTURES, ROADWAY AND/OR UTILITIES. ALL WORK TO BE COORDINATED WITH THE OWNER'S REPRESENTATIVE.

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| DRAWN BY<br>JLH           |
| CHECKED BY<br>MJH         |
| PROJECT No.<br>GREYSP2206 |
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(937) 312-2533 ATTN: DON SPECHT

OHIO UTILITIES PROTECTION

GENERAL NOTES FOR CIVIL WORK

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING AND IS TO INCLUDE SUCH COSTS AS A PART OF THE LUMP SUM PRICE ON THE PROJECT.

2. THE CONTRACTOR IS RESPONSIBLE TO CONTACT THE APPROPRIATE UNDERGROUND UTILITY MARKING SERVICE PRIOR TO THE START OF ANY CONSTRUCTION IN ORDER TO AVOID CONFLICTS WITH EXISTING UTILITIES. IF CONFLICTS ARE DISCOVERED, THE CONTRACTOR IS TO NOTIFY THE OWNER PRIOR TO THE START OF ANY WORK THAT WOULD BE IN CONFLICT WITH THE UTILITIES.

3. THE CONTRACTOR IS TO VISIT AND INVESTIGATE THE PROJECT SITE. PRIOR TO BIDDING, IN ORDER TO DETERMINE THE EXISTING GROUND AND SITE CONDITIONS, FOR SOIL TYPE AND GROUND WATER TABLE THE CONTRACTOR IS ENCOURAGED TO UTILIZE ANY AVAILABLE DATA TO ESTIMATE GROUND CONDITIONS. SHOULD THE BIDDING CONTRACTOR REQUIRE ADDITIONAL TEST HOLES PRIOR TO BIDDING IN ORDER TO DETERMINE OR VALIDATE GROUND CONDITIONS, THIS CAN BE COMPLETED AT THE DISCRETION OF THE OWNER. NO TEST HOLES ARE TO BE DUG WITHOUT CONTACTING THE OWNER'S REPRESENTATIVE PRIOR TO EXCAVATION AND WITHOUT RECEIVING WRITTEN APPROVAL FROM THE OWNER'S REPRESENTATIVE TO DO SO.

4. THE CONTRACTOR SHALL COMPLY WITH ALL RULES AND REGULATIONS WITH REGARD TO EXCAVATION, SAFETY, QUALITY AND WORK PROGRESS, IT IS THE CONTRACTORS RESPONSIBILITY TO COMPLY WITH THESE THROUGHOUT CONSTRUCTION OPERATIONS.

5. THE LOCATION OF MATERIALS STORED ON SITE MUST RECEIVE THE APPROVAL OF THE OWNER. IN GENERAL, MATERIALS SHOULD BE STORED SO AS TO MINIMIZE THE INCONVENIENCE TO THE OWNER.

6 IF EXCAVATED MATERIALS ARE FOUND TO BE CONTAMINATED REMEDIATION WILL BE AT THE OWNER'S EXPENSE PRIOR TO REMOVAL FROM THE SITE OR DISPOSAL ON-SITE BY THE CONTRACTOR. THIS PROCESS WILL BE COORDINATED BETWEEN THE OWNER AND CONTRACTOR

TRENCH EXCAVATION SHALL BE PERFORMED IN ACCORDANCE WITH THE BID SPECIFICATIONS AND IN ACCORDANCE WITH ALL APPLICABLE OSHA RULES AND REGULATIONS. IN ADDITION, THE OWNER MAY HAVE ADDITIONAL REQUIREMENTS FOR EXCAVATION AND TRENCHING ON OWNER PROPERTY THAT MAY BE MORE STRINGENT THAN CURRENT LOCAL OR OSHA REQUIREMENTS. IN THIS CASE, THE OWNER'S REQUIREMENTS ARE TO BE FOLLOWED UNLESS THIS ACTION WOULD BE CONSIDERED NON-COMPLIANT WITH CURRENT GOVERNING CODES OR REGULATIONS AS DEFINED BY LOCAL OR GOVERNING AUTHORITIES. WHERE A NON-COMPLIANCE ISSUE IS NOTED. THE CONTRACTOR IS TO MAKE THE OWNER AND ENGINEER AWARE OF THE GOVERNING CODE.

8. THE CONTRACTOR WILL BE RESPONSIBLE TO REPAIR, REPLACE, AND/OR RECONNECT ANY EXISTING DRAINAGE TILES, NOT SHOWN ON THE PLANS, WHICH CROSS THROUGH THE EXCAVATED TRENCH, ANY DRAINAGE TILES ENCOUNTERED ARE TO BE BROUGHT TO THE ATTENTION OF THE OWNER AND A MEASUREMENT TAKEN FROM THE NEAREST MANHOLE OR INLET STRUCTURE TO THE CENTERLINE OF THE TILE. THIS INFORMATION SHALL BE PROVIDED TO THE OWNER AS PART OF THE RECORD DRAWINGS

THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF REPAIRS TO ANY UTILITY LINE(S) THAT THE CONTRACTOR DAMAGES UNLESS OTHERWISE CLEARLY THE RESPONSIBILITY OF THE UTILITY COMPANY.

10 THE CONTRACTOR WILL REPLACE ALL DAMAGED OR REMOVED. DRIVES AND PAVEMENT WITH THE REQUIRED THICKNESS SHOWN ON THE PLANS OR MATCH EXISTING IF GREATER.

ALL DISTURBED LAWN AREAS SHALL BE GRADED TO DRAIN TO THE NEAREST INLET STRUCTURE AND/OR MATCH EXISTING/PROPOSED DRAINAGE PATTERNS

12. CONTRACTOR SHALL USE PROPER EROSION CONTROL TECHNIQUES TO MAINTAIN GRADE PRIOR TO SEEDING

13 CONTRACTOR TO REFER TO ODOT SPECIFICATION ITEM 659 FOR SEEDING AND MULCHING UNLESS OTHERWISE SPECIFIED. CONTRACTOR WILL NOT SEED ANY AREA UNTIL OWNER HAS INSPECTED FINAL TOPSOIL GRADING.

14. CONTRACTOR SHALL BE RESPONSIBLE TO REPLACE ALL FENCES, LAWN DECORATIONS, TREES, SHRUBS, PLANTING, VEGETATION ETC. WHICH IS DAMAGED, DISTURBED OR REMOVED DURING CONSTRUCTION.

15. DURING PAVING OPERATIONS, THE CONTRACTOR MUST SUBMIT A WRITTEN PLAN IDENTIFYING DRIVE AREAS WITHIN THE SITE THAT WILL BE SHUT DOWN FOR CONSTRUCTION OPERATIONS PRIOR TO START OF ANY WORK IN THOSE AREAS. CONTRACTOR MUST MAINTAIN A MINIMUM OF ONE LANE FOR TRAFFIC IN ANY AREAS SO DESIGNATED BY THE OWNER THROUGHOUT ALL CONSTRUCTION OPERATIONS.

#### **ITEM 204 SUBGRADE COMPACTION AND** PROOF ROLLING, AS PER PLAN

THIS ITEM OF WORK SHALL CONSIST OF THE WORK AS DESCRIBED IN OHIO DEPARTMENT OF TRANSPORTATION ITEM 204 SUBGRADE COMPACTION AND PROOF ROLLING, EXCEPT AS HEREIN MODIFIED.

ALL AREAS TO RECEIVE PAVEMENT SHALL BE COMPACTED AS NOTED IN ODOT ITEM 204. OWNER'S REPRESENTATIVE WILL REQUIRE PROOF ROLLING OF SUBGRADE PRIOR TO INSTALLATION OF SUB-BASE AND/OR BASE MATERIAL, PROOF ROLLING SHALL CONSIST OF DRIVING OVER THE SUBGRADE WITH A LOADED TANDEM DUMP TRUCK AS DIRECTED BY THE OWNER'S REPRESENTATIVE UNTIL NO DEFLECTION OR TIRE INDENTATION IN THE SUBGRADE IS PRESENT, CONTRACTOR TO PERFORM ALL PROOF ROLLING PROCEDURES AND ANY NECESSARY CORRECTIVE MEASURES AS DIRECTED BY THE OWNER'S REPRESENTATIVE

PAYMENT FOR ITEM 204 SUBGRADE COMPACTION AND PROOF ROLLING FOR ALL OPERATIONS DESCRIBED ABOVE SHALL BE INCLUDED IN THE LUMP SUM BID PRICE AND SHALL INCLUDE ALL LABOR, MATERIAL AND EQUIPMENT REQUIRED TO COMPLETE THIS ITEM OF WORK

#### **ITEM 204 EXCAVATION OF SUBGRADE AND** STRUCTURAL EMBANKMENT, AS PER PLAN

THIS ITEM OF WORK SHALL CONSIST OF THE WORK AS DESCRIBED IN OHIO DEPARTMENT OF TRANSPORTATION ITEM 204 SUBGRADE COMPACTION AND PROOF ROLLING, EXCEPT AS HEREIN MODIFIED

THIS WORK SHALL INCLUDE THE EXCAVATING OF UNSUITABLE SUBGRADE AND REPLACING WITH ODOT ITEM 304 AGGREGATE BASE. ODOT #1, ODOT #2, OR ANY COMBINATION AS DIRECTED BY THE OWNER LOCATION AND AMOUNT OF THIS ITEM SHALL BE LOCATED BY THE OWNER AT THE TIME OF CONSTRUCTION ONLY AFTER THE CONTRACTOR HAS SATISFACTORILY ATTEMPTED TO DRY OUT AND WORK THE SUBGRADE. THIS ITEM INCLUDES EXCAVATION AND DISPOSAL OF UNSUITABLE MATERIAL SUBGRADE COMPACTION, AND THE SUPPLY AND PLACEMENT OF THE ABOVE MENTIONED STRUCTURAL MATERIAL. THE QUANITY WILL BE AS DETERMINED IN THE FIELD BASED ON SITE SUBGRADE CONDITIONS, BUT THIS ITEM COULD BE NON-PERFORMED IF DEEMED UNNECESSARY.

PAYMENT FOR ITEM 204 EXCAVATION OF SUBGRADE AND STRUCTURAL FAIMENT FOR THE 20P EASCARAINOV OF SUBBANDE AND SINCOUNCE EMBANISMENT, AS PER PLAN, FOR ALL OPERATIONS DESCRIBED ABOVE SHALL BE AT THE CONTRACT CUBIC YARD BID PRICE WHICH THE CONTRACTOR SHALL PROVDE WITH THEIR LUMP SUM BID PRICE AND SHALL INCLUDE ALL LABOR, MATERIAL AND EQUIPMENT REQUIRED TO COMPLETE THIS ITEM OF WORK.

#### ITEM 304 AGGREGATE BASE, AS PER PLAN

THIS ITEM OF WORK SHALL CONSIST OF THE WORK AS DESCRIBED IN OHIO DEPARTMENT OF TRANSPORTATION ITEM 304 AGGREGATE BASE, EXCEPT AS HEREIN MODIFIED.

THIS ITEM SHALL ALSO INCLUDE SATURATING THE AGGREGATE BASE WITH WATER DURING PLACEMENT OF EACH LIFT PRIOR TO COMPACTION. THIS WORK SHALL INCLUDE "PROOF ROLLING" WITH LOADED TANDEM DUMP TRUCK AS DIRECTED BY THE OWNER'S REPRESENTATIVE UNTIL NO DEFLECTION OR TIRE INDENTATION IN THE AGGREGATE SUB-BASE/BASE IS PRESENT.

PAYMENT FOR ITEM 304 AGGREGATE BASE FOR ALL OPERATIONS DESCRIBED ABOVE SHALL BE INCLUDED IN THE LUMP SUM BID PRICE AND SHALL INCLUDE ALL LABOR, MATERIAL AND EQUIPMENT REQUIRED TO COMPLETE THIS ITEM OF WORK.

#### **ITEM 659 SEEDING AND MULCHING.** CLASS 1 (LAWN MIXTURE), AS PER PLAN

THIS ITEM OF WORK SHALL CONSIST OF THE WORK AS DESCRIBED IN OHIO DEPARTMENT OF TRANSPORTATION ITEM 659, SEEDING AND MULCHING, EXCEPT AS HEREIN MODIFIED.

ALL DISTURBED AREAS OR AREAS DESIGNATED FOR SEEDING SHALL BE GRADED AND SEEDED AND SHALL HAVE A MINIMUM OF 6" OF TOPSOIL OVER THE ENTIRE AREA. TESTING THE PH OF ANY EXISTING OR IMPORTED TOPSOIL PER ODOT 659.02 SHALL BE WAIVED. THE AREA SHALL BE HAND-RAKED AND DRESSED READY FOR SEEDING. NO STONE OVER 1" IN SIZE PERMITTED IN THE TOP 6".

SEEDING AND MULCHING SHALL BE APPLIED TO ALL AREAS OF EXPOSED SOIL

IT'S THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROVIDE THE REQUIRED GERMINATION RATES AND ENSURE THE GRASS IS ESTABLISHED TO THE SATISFACTION OF THE OWNER WHICH MAY REQUIRE WATERING, REGRADING/ADDING TOPSOIL AND RESEEDING. ANY AREAS THAT HAVE FRODED OR WHERE NEW GRASS DID NOT GERMINATE SHALL BE ADDRESSED BY THE CONTRACTOR UNTIL THE AREAS ARE STABILIZED, SHAPED, AND DRAINED, AS INDICATED IN THE PLANS.

ANY DISTURBED AREA. OUTSIDE OF THE PROJECT WORK LIMITS CAUSED BY THE CONTRACTOR'S WORK SHALL BE RESTORED TO THE SATISFACTION OF THE PROPERTY OWNER AND PROJECT OWNER'S REPRESENTATIVE, AT THE CONTRACTOR'S SOLE EXPENSE. THIS ITEM INCLUDES: TOPSOIL, SEEDING, MULCHING, COMMERCIAL FERTILIZER, WATER, AND REPAIR SEEDING AND MULCHING.

PAYMENT FOR ITEM 659 SEEDING AND MULCHING, CLASS 1 (LAWN MIXTURE), AS PER PLAN, FOR ALL ABOVE OPERATIONS, SHALL BE INCLUDED IN THE LUMP SUM BID PRICE AND SHALL INCLUDE ALL LABOR, MATERIAL, AND EQUIPMENT REQUIRED TO COMPLETE THIS ITEM OF WORK

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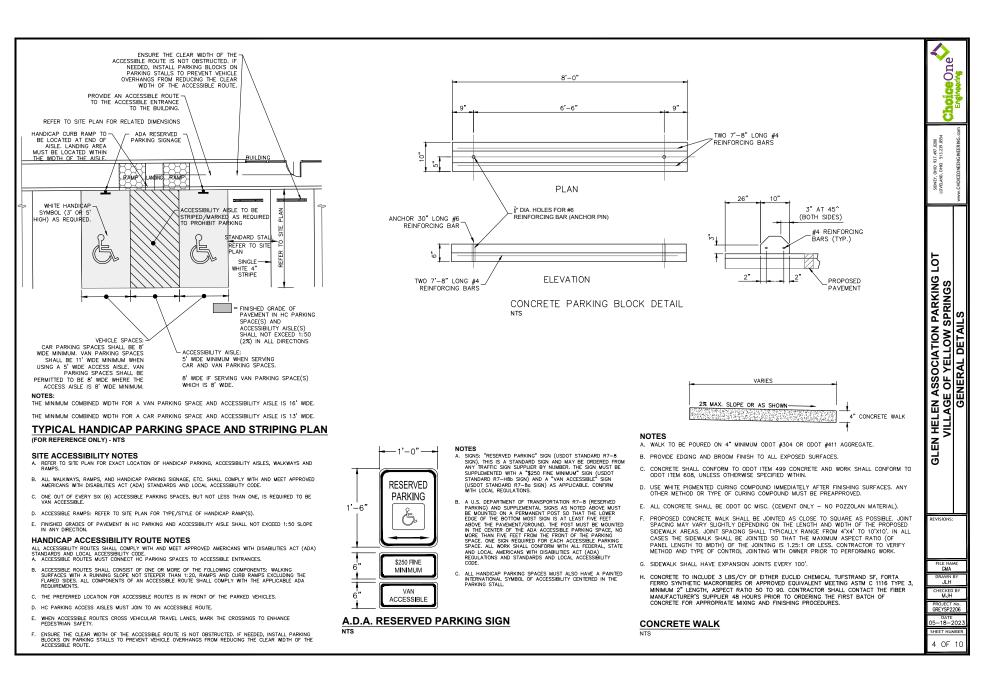
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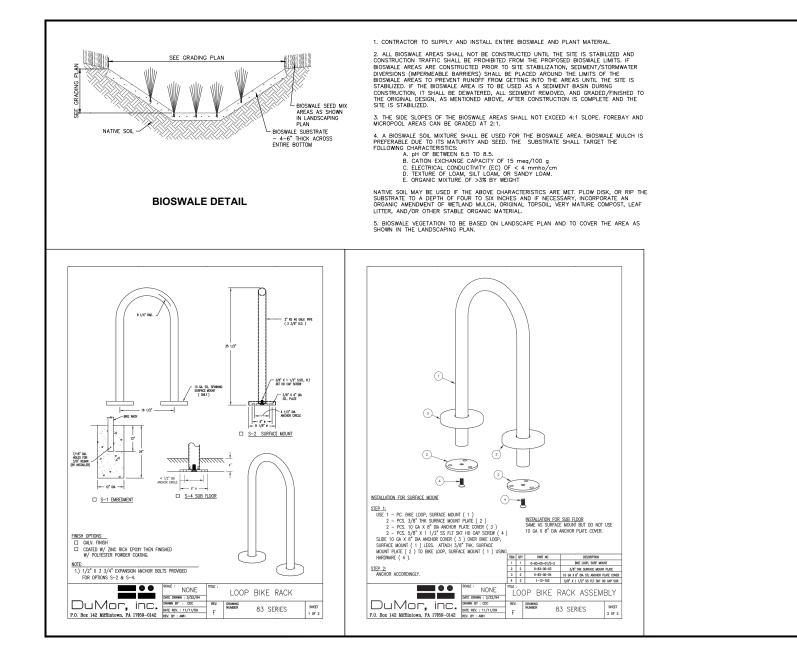
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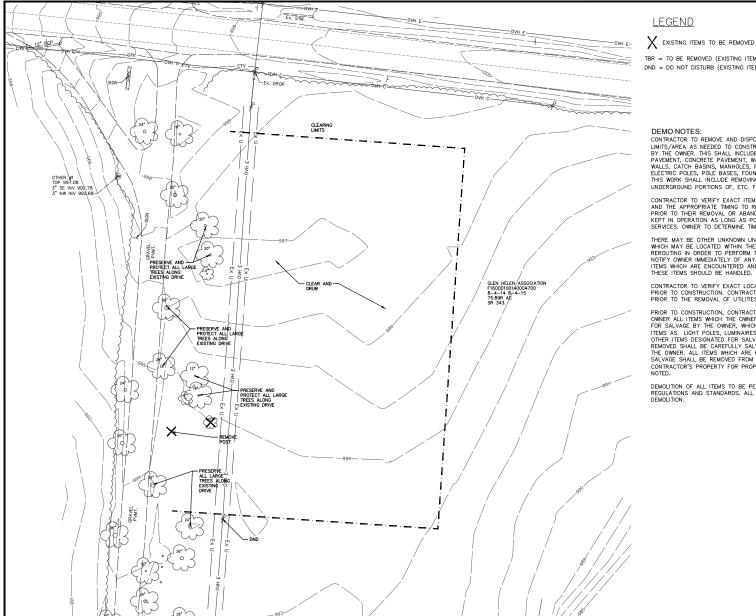






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TBR = TO BE REMOVED (EXISTING ITEMS) DND = DO NOT DISTURB (EXISTING ITEMS)

#### DEMO NOTES:

CONTRACTOR TO REMOVE AND DISPOSE OF ALL EXISTING ITEMS WITHIN THE PROJECT LIMITS/AREA AS NEEDED TO CONSTRUCT THE PROPOSED PROJECT AND AS DIRECTED BY THE OWNER. THIS SHALL INCLUDE, BUT IS NOT LIMITED TO, EXISTING ASPHALT PAVEMENT, CONCRETE PAVEMENT, WALK, CURB, PARKING BLOCKS, STEPS, RETAINING WALLS, CATCH BASINS, MANHOLES, PIPING, VALVES, POSTS, FENCE, LIGHT POLES, ELECTRIC POLES, POLE BASES, FOUNDATIONS, TREES, STUMPS, LANDSCAPING, ETC. THIS WORK SHALL INCLUDE REMOVING ALL EXISTING FOUNDATIONS, FOOTINGS, UNDERGROUND PORTIONS OF, ETC, FOR ALL ITEMS TO BE REMOVED / DEMOLISHED.

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HELEN ASSOCIATION PARKING VILLAGE OF YELLOW SPRINGS DEMOLITION PLAN

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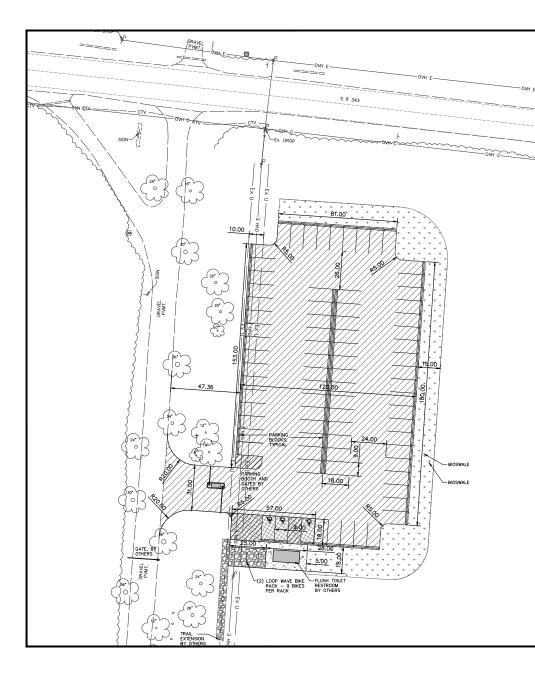
CONTRACTOR TO VERIFY EXACT ITEMS TO BE REMOVED OR ABANDONED IN PLACE AND THE APPROPRIATE TIMING TO REMOVE OR ABANDON THEM WITH THE OWNER PRIOR TO THEIR REMOVAL OR ABANDONMENT. CERTAIN SERVICES MAY NEED TO BE KEPT IN OPERATION AS LONG AS POSSIBLE OR REPLACED WITH TEMPORARY SERVICES. OWNER TO DETERMINE TIMING AND NEED FOR ANY TEMPORARY SERVICES.

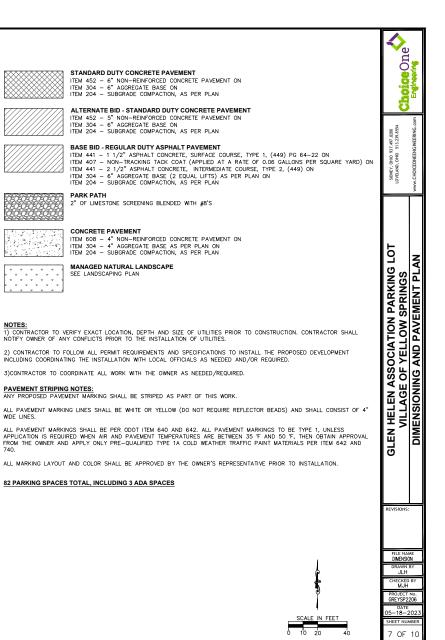
THERE MAY BE OTHER UNKNOWN UNDERGROUND UTILITIES, SERVICES OR ITEMS WHICH MAY BE LOCATED WITHIN THE SITE AND MAY REQUIRE REMOVAL OR REROUTING IN ORDER TO PERFORM THE PROPOSED PROJECT. CONTRACTOR SHALL NOTIFY OWNER IMMEDIATELY OF ANY UNKNOWN UNDERGROUND UTILITIES OR OTHER ITEMS WHICH ARE ENCOUNTERED AND WORK WITH THE OWNER TO DECIDE HOW THESE ITEMS SHOULD BE HANDLED.

CONTRACTOR TO VERIFY EXACT LOCATION, DEPTH AND SIZE OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY OWNER OF ANY CONFLICTS PRIOR TO THE REMOVAL OF UTILITIES.

PRIOR TO CONSTRUCTION, CONTRACTOR SHALL CHECK WITH AND VERIFY WITH OWNER ALL ITEMS WHICH THE OWNER WANTS TO SALVAGE. ALL ITEMS DESIGNATED FOR SALVAGE BY THE OWNER, WHICH MAY INCLUDE BUT IS NOT LIMITED TO SUCH ITEMS AS LIGHT POLES, LUMINAIRES, SIGNS (INCLUDING POST), ETC., AND ANY OTHER ITEMS DESIGNATED FOR SALVAGE BY THE OWNER WHICH ARE TO BE REMOVED SHALL BE CAREFULLY SALVAGED AND SHALL REMAIN THE PROPERTY OF THE OWNER. ALL ITEMS WHICH ARE REMOVED AND THE OWNER DOES NOT WANT TO SALVAGE SHALL BE REMOVED FROM THE SITE AND SHALL BECOME THE CONTRACTOR'S PROPERTY FOR PROPER DISPOSAL OFF-SITE, UNLESS OTHERWISE

DEMOLITION OF ALL ITEMS TO BE PER ALL FEDERAL, STATE AND LOCAL CODES, REGULATIONS AND STANDARDS. ALL DEMOLITION PERMITS TO BE OBTAINED PRIOR TO





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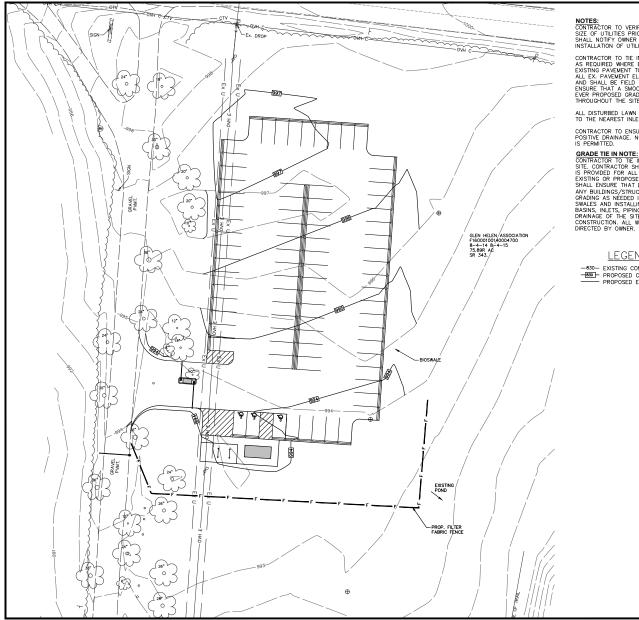
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PAVEMENT STRIPING NOTES:

CONCRETE PAVEMENT

SEE LANDSCAPING PLAN



NOTES: CONTRACTOR TO VERIFY EXACT LOCATION, DEPTH AND SIZE OF UTILITES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTFY OWNER OF ANY CONFLICTS PRIOR TO THE INSTALLATION OF UTILITIES.

CONTRACTOR TO TIE INTO EXISTING PAVEMENT ELEVATIONS AS REQUIRED WHERE EVER NEW PAVEMENT ABUTS UP TO EXISTING PAVEMENT TO ENSURE A SMOOTH TRANSITION. ALL EX. PAVEMENT ELEVATIONS GIVEN ARE APPROXIMATED AND SHALL BE FIELD VERIFIED. CONTRACTOR SHALL ALSO ENSURE THAT A SMOOTH TRANSITION IS PROVIDED WHERE EVER PROPOSED GRADES MEET EXISTING GRADES THROUGHOUT THE SITE.

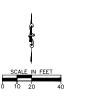
ALL DISTURBED LAWN AREAS SHALL BE GRADED TO DRAIN TO THE NEAREST INLET STRUCTURE.

CONTRACTOR TO ENSURE ALL AREAS OF THE SITE HAVE POSITIVE DRAINAGE. NO PONDING OR PUDDLING OF WATER

CONTRACTOR TO THE INTO EXISTING ELEVATIONS THROUGHOUT THE SITE. CONTRACTOR SHALL ENSURE PROPER GRADING AND DRAINAGE IS PROVIDED FOR ALL AREAS WITHIN THE SITE TO DRAIN TO EXISTING OR PROPOSED STORM SYSTEMS OR SWALES. CONTRACTOR SHALL ENSURE THAT DRAINAGE IS PROPERLY DIRECTED AWAY FROM ANY BUILDINGS/STRUCTURES. THIS SHALL INCLUDE ALL TEMPORARY CRADING AN REFERE INCLUDING SCALAUM TEMPORATION ARA DBULLASSISTED UNCESS. IN INSTALL NICLUDE ALL YEMPOWARY ARA DBULLASSISTED UNCESS. IN INSTALL NICLUDE ALL YEMPOWARY SWALES AND NESTALLING CALL TEMPORARY STORM SEVEN DRAINAGE BASINS, INLETS, IPPING, ETC. AS NEEDED TO ENSURE PROPER DRAINAGE OF THE SITE THROUGHOUT THE COURSE OF CONSTRUCTION. ALL WORK TO BE COORDINATED WITH AND AS DIRECTED BY OWNER.



-830- EXISTING CONTOURS -B30 - PROPOSED CONTOURS PROPOSED EDGE PAVEMENT



GLEN HELEN ASSOCIATION PARKING LOT VILLAGE OF YELLOW SPRINGS GRADING AND EROSION CONTROL PLAN

**Choice**One

0HI0 937.497.0200 , 0HI0 513.239.8554

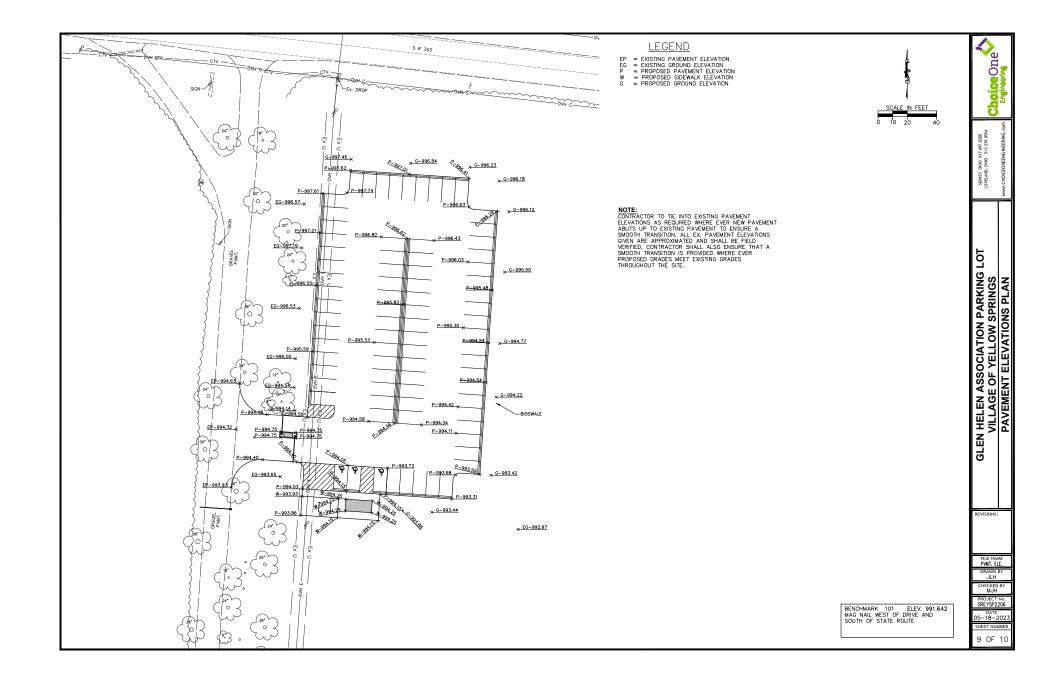
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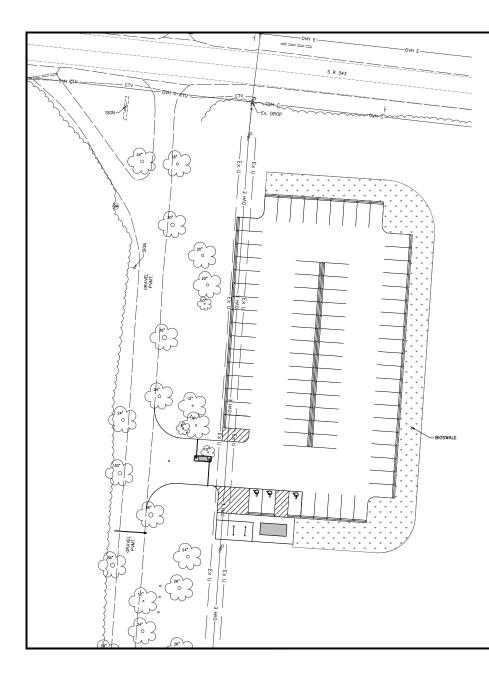
REVISIONS:



8 OF 10

BENCHMARK 101 ELEV. 991.642 MAG NAIL WEST OF DRIVE AND SOUTH OF STATE ROUTE





| COMMON NAME            | BOTANICAL NAME   | OUNCES/ACRE   |
|------------------------|--|---|
| WATER PLAINTAIN        | ALISMA SPP.  | 2.00  |
| GREAT ANGELICA         | ANGELICA ATROPURPUREA  | 4.00  |
| SWAMP MILKWEED         | ASCLEPIAS INCARNATA  | 2.00  |
| NODING SWAMP MARIGOLD  | BIDENS CERNUA  | 2.00  |
| TALL COREOPSIS         | COREOPSIS TRIPTERIS  | 2.00  |
| FLAT TOPPED ASTER      | DOELLINGERIA UNBELLATA   | 0.50  |
| COMMON BONESET         | EUPATORIUM PERFOLIATUM   | 0.50  |
| SPOTTED JOE PYE WEED   | EUTROCHIUM MACULATUM   | 1.00  |
| SMOOTH ROSE MALOW      | HELENIUM AUTUMNALE   | 2.00  |
| BLUE FLAG              |  | 3.00  |
| MARSH BLAZING STAR     | LIATRIS SPICATA  | 2.00  |
| CARDINAL FLOWER        | LOBELIA CARDINALIS   | 0.25  |
| GREAT BLUE LOBELIA     | LOBELIA SIPHILITICA  | 1.00  |
| COMMON WATER HOREHOUND | LYCOPUS AMERICANUS   | 0.25  |
| DITCH STONECROP        | PENTHORUM SEDOIDES   | 0.50  |
| OBEDIENT PLANT         | PHYSOSTEGIA VIRGINIANA   | 0.25  |
| COMMON MOUNTAIN MINT   | POLYGONUM SPP.   | 0.50  |
| COMMON MOUNTAIN MINT   | PYCNAN IHEMUM VIRGINIANUM  | 0.50  |
| WID SENNA              | SAGITTARIA LATIFULIA   | 2.00  |
|                        |  | 1.00  |
| COMMON BUR REED        | SPARCANIUM FURYCARPUM  | 4.00  |
| MEADOWSWEET            | SPIRAFA ALBA   | 0.25  |
| NEW ENGLAND ASTER      | SYMPHYOTRICHUM NOVAE-ANGLIAE   | 1.00  |
| SWAMP ASTER            | SYMPHYOTRICHUM PUNICEUM  | 1.00  |
| PURPLE MEADOW RUE      | THALICTRUM DASYCARPUM  | 1.50  |
| BLUE VERVAIN           | VERBENA HASTATA  | 2.00  |
|                        | VERNONIA SPP.  | 1.00  |
| WILDFLOWER MEADOW MIX  | BOTANICAL NAME<br>ALISMA SPP.<br>ANGELICA ATROPURPUREA<br>ASGLEPIAS INCARNATA<br>BIDENS CERNUA<br>COREOPSIS TRIPTENIS<br>DOELLINGER UNBELLATA<br>EUPATORIUM PENFOLIATUM<br>EUTROCHUM MACULATUM<br>EUTROCHUM MACULATUM<br>EUTROCHUM MACULATUM<br>EUTROCHUM MACULATUM<br>EUTROCHUM MACULATUM<br>EUTROCHUM MACULATUM<br>EUTROCHUM ACULATUM<br>EUTROCHUM ACULATUM<br>EUTROCHUM ACULATUM<br>INIS VRGINCAN<br>INIS VRGINCAN<br>INIS VRGINCAN<br>ENTROPUN<br>PENTHORUM SEDOIDES<br>PHYSOSTECIA VRGINNANA<br>PCNANTHEUKIM YRGINIANUM<br>SAGITTARI ALTIFOLIA<br>SUPHIM FEROLATUM<br>SPARAA LBA<br>SYMPHYOTRICHUM NOVAE-ANGLIAE<br>SYMPHYOTRICHUM PUNCEM<br>THALICIRUM DASYCARPUM<br>THALICIRUM JASTCA |   |
|                        |  |   |
| COMMON NAME            | BOTANICAL NAME   | OUNCES/ACRE   |
| COMMON NAME            | BOTANICAL NAME   | OUNCES/ACRE   |
| COMMON NAME            | BOTANICAL NAME   | OUNCES/ACRE   |
| COMMON NAME            | BOTANICAL NAME   | OUNCES/ACRE   |
| COMMON NAME            | BOTANICAL NAME   | 0UNCES/ACRE<br>1.00<br>2.00<br>1.50   |
| COMMON NAME            | BOTANICAL NAME   | OUNCES/ACRE<br>1.00<br>2.00<br>2.00<br>1.50<br>2.50   |
| COMMON NAME            | BOTANICAL NAME   | 0UNCES/ACRE<br>1.00<br>2.00<br>2.00<br>1.50<br>2.50<br>4.00   |
| COMMON NAME            | BOTANICAL NAME   | OUNCES/ACRE<br>1.00<br>2.00<br>1.50<br>2.50<br>4.00<br>1.00   |
| COMMON NAME            | BOTANICAL NAME   | OUNCES/ACRE<br>1.00<br>2.00<br>1.50<br>2.50<br>4.00<br>1.00<br>4.00   |
| COMMON NAME            | BOTANICAL NAME   | OUNCES/ACRE<br>1.00<br>2.00<br>2.00<br>1.50<br>2.50<br>4.00<br>1.00<br>4.00<br>30.00  |
| COMMON NAME            | BOTANICAL NAME   | OUNCES/ACRE<br>1.00<br>2.00<br>1.50<br>2.50<br>4.00<br>1.00<br>4.00<br>30.00<br>0.50  |
| COMMON NAME            | BOTANICAL NAME   | OUNCES/ACRE<br>1.00<br>2.00<br>1.50<br>2.50<br>4.00<br>1.00<br>1.00<br>30.00<br>0.50<br>1.00  |
| COMMON NAME            | BOTANICAL NAME   | 0UNCES/ACRE<br>1.00<br>2.00<br>2.00<br>1.50<br>2.50<br>4.00<br>1.00<br>4.00<br>30.00<br>0.50<br>1.00<br>1.00  |
| COMMON NAME            | BOTANICAL NAME   | OUNCES/ACRE<br>1.00<br>2.00<br>2.00<br>1.50<br>2.50<br>4.00<br>1.00<br>1.00<br>1.00<br>1.00<br>1.00   |
| COMMON NAME            | BOTANICAL NAME   | OUNCES/ACRE<br>1.00<br>2.00<br>2.00<br>1.50<br>2.00<br>4.00<br>4.00<br>3.000<br>0.50<br>1.00<br>1.00<br>1.00<br>1.00<br>1.00<br>1.00<br>1.00  |
| COMMON NAME            |  | OUNCES/ACRE<br>1.00<br>2.00<br>2.00<br>1.50<br>2.50<br>4.00<br>1.00<br>4.00<br>0.50<br>1.00<br>1.00<br>1.00<br>1.00<br>1.00<br>1.00<br>1.00<br>1.00<br>2.55<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75<br>0.75 |

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SIDNEY, OHIO 937.497.0200 LOVELAND, OHIO 513.239.8554 GLEN HELEN ASSOCIATION PARKING LOT VILLAGE OF YELLOW SPRINGS LANDSCAPE PLAN

Choice One

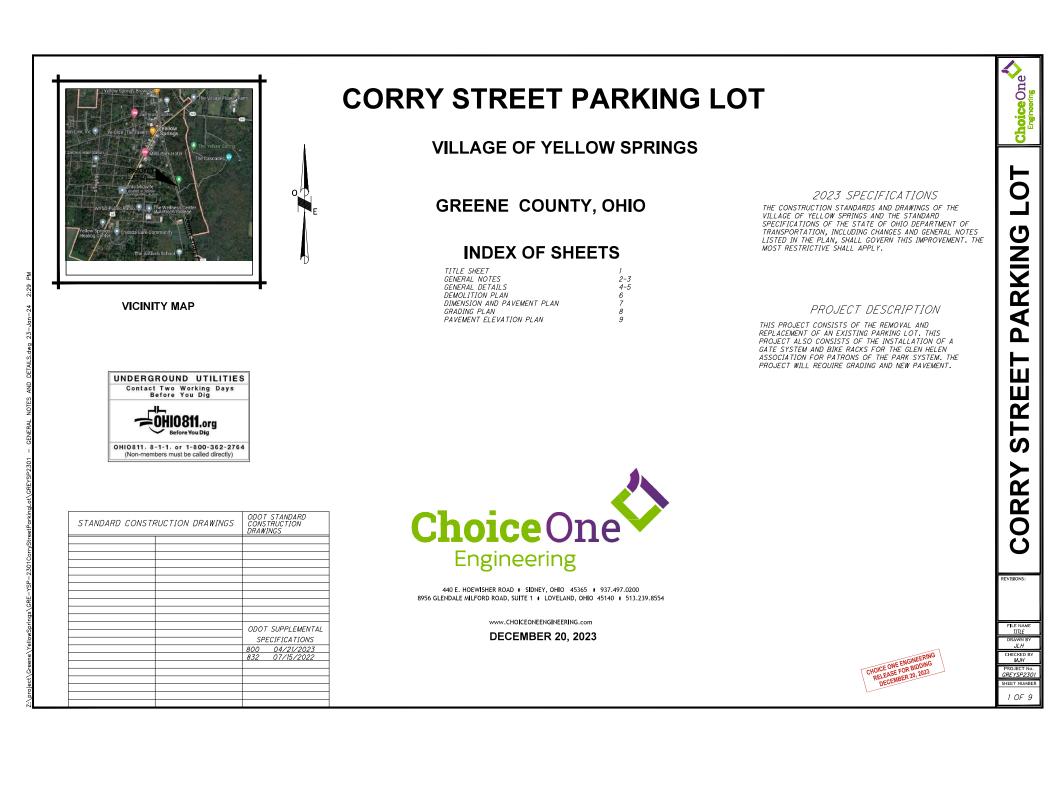
SCALE IN FEET

REVISIONS:

FILE NAME LANDSCAPE PLAN DRAWN BY JLH

CHECKED BY MJH PROJECT No. GREYSP2206 DATE 05-18-2023 SHEET NUMBER

10 OF 10



### **ELEVATION DATUM**

ALL ELEVATIONS ARE BASED ON NAVD 88 (ODOT VRS GEOID 18).

#### GENERAL NOTES AND DETAILS

ALL CONSTRUCTION METHODS, MATERIALS, AND SPECIFICATIONS SHALL COMPLY WITH THE LATEST VERSION OF THE VILLAGE OF YELLOW SPRINGS STANDARDS AND SPECIFICATIONS AND/OR THE LATEST VERSION OF THE OHIO DEPARTMENT OF TRANSPORTATION CONSTRUCTION STANDARDS AND SPECIFICATIONS (INCLUDING CURRENT SUPPLEMENTAL SPECIFICATIONS 800 AND 832), WHICHEVER IS MORE RESTRICTIVE AS DETERMINED BY THE VILLAGE OF YELLOW SPRINGS.

#### UNDERGROUND UTILITIES

THE LOCATIONS OF THE UNDERGROUND UTILITIES SHOWN ON THE PLANS ARE AS OBTAINED FROM THE OWNERS OF THE UTILITY AS REQUIRED BY SECTION 153.64 ORC. EXISTING UTILITES ARE SHOWN IN THEIR APPROXIMATE LOCATION ACCORDING TO THE BEST AVAILABLE DATA. THE CONTRACTOR WILL BE RESPONSIBLE FOR LOCATING THEM IN THE FIELD PRIOR TO CONSTRUCTION AND WILL BE RESPONSIBLE FOR ANY DAMAGE DONE TO THEM. CONTRACTOR TO CONTACT OHIO UTILITIES PROTECTION SERVICE (1-800-362-2764) 48 HOURS PRIOR TO CONSTRUCTION

NON-MEMBERS MUST BE CALLED DIRECTLY.

#### UTILITY OWNERSHIP

LISTED BELOW ARE ALL UTILITIES LOCATED WITHIN THE PROJECT CONSTRUCTION LIMITS TOGETHER WITH THEIR RESPECTIVE OWNERS:

TELEPHONE

DAYTON, OHIO 45420

GAS CENTERPOINT ENERGY

(937) 312-2533 ATTN: DON SPECHT

6500 CLYO ROAD CENTERVILLE, OHIO 45459

ÀTTN: HOWARD LAUDERMILK

(937) 296-2588

AT&T 3233 WOODMAN DRIVE, ROOM 225

#### STREETS AND STORM SEWER

VILLAGE OF YELLOW SPRINGS 100 DAYTON STREET YELLOW SPRINGS OHIO 45387 (937) 767-7205 ÀTTN: JOHN BURNS

WATER AND SANITARY VILLAGE OF YELLOW SPRINGS 100 DAYTON STREET DAYTON, OHIO 45387 (927) 767-7208 ATTN: BRAD AULT

#### ELECTRIC

1900 DRYDEN ROAD DAYTON, OHIO 45439ZIP (937) 554-9063 ATTN: WILLIAM WARD

OHIO UTILITIES PROTECTION SERVICE 2 WORKING DAYS BEFORE YOU DIG CALL TOLL FREE 800-362-2764

#### UTILITY INTERFERENCE

IF, DURING THE CONSTRUCTION, INTERFERENCE ARISES WITH EXISTING UTILITIES IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY AND COORDINATE AS NEEDED WITH THE UTILITY COMPANY INVOLVED. ANY AND ALL WORK REQUIRED FOR PRIVATE UTILITIES INVOLVED. ANT AUXIL WORK REQUIRED FOR PRIVATE OTITIES SHALL BE COORDINATED WITH AND, IF REQUIRED, DONE BY THEIR RESPECTIVE OWNERS, UNLESS OTHERWISE NOTED ON THESE PLANS. THE CONTRACTOR SHALL NOTIFY, AT LEAST 7 DAYS BEFORE BREAKING GROUND, ALL PUBLIC SERVICE CORPORATIONS HAVING WIRES, POLES, IPES, CONDUITS, MANHOES, OR OTHER STRUCTURES THAT MAY BE AFFECTED BY THIS OPERATION, INCLUDING ALL STRUCTURES WHICH ARE AFFECTED AND NOT SHOWN ON THESE PLANS.

### CROSSINGS AND CONNECTIONS TO **EXISTING PIPES AND UTILITIES**

WHERE FLANS PROVIDE FOR A PROPOSED CONDUIT TO BE CONNECTED TO, OR CROSS OVER OR UNDER AN EXISTING SEVER OR UNDERGROUND UTILITY, THE CONTRACTOR SHALL LOCATE THE EXISTING PIPES OR UTILITIES BOTH AS TO LINE AND GRADE BEFORE STARTING TO LAY THE PROPOSED CONDUIT

IF IT IS DETERMINED THAT THE ELEVATION OF THE EXISTING CONDUIT. OR EXISTING APPURTENANCE TO BE CONNECTED, DIFFERS FROM THE PLAN ELEVATION OR RESULTS IN A CHANGE IN THE PLAN CONDUIT SLOPE, VILLAGE OF YELLOW SPRINGS SHALL BE NOTIFIED BEFORE STARTING CONSTRUCTION OF ANY PORTION OF THE PROPOSED CONDUIT WHICH WILL BE AFFECTED BY THE VARIANCE IN THE EXISTING FLEVATIONS.

IF IT IS DETERMINED THAT THE PROPOSED CONDUIT WILL INTERSECT THE EXISTING SEWER OR UNDERGROUND UTILITY IF CONSTRUCTED AS SHOWN ON THE PLAN, VILLAGE OF YELLOW SPRINGS SHALL BE NOTIFIED BEFORE STARTING CONSTRUCTION OF ANY PORTION OF THE PROPOSED CONDUIT WHICH WOULD BE AFFECTED BY THE INTERFERENCE WITH AN EXISTING FACILITY, COST OF THIS ITEM SHALL BE INCLUDED IN THE COST OF THE CONTRACTORS OVERALL LUMP SUM BID FOR THE PROJECT.

#### MUD

THE TRACKING OR SPILLAGE OF MUD, DIRT, OR DEBRIS UPON PUBLIC STREETS IS PROHIBITED AND ANY SUCH OCCURRENCE SHALL BE CLEANED UP IMMEDIATELY BY THE CONTRACTOR.

#### **EXISTING UTILITY CONFLICT NOTE**

IF A CONFLICT ARISES WITH EXISTING UTILITIES, THE CONTRACTOR SHALL COORDINATE WITH THE OWNER AND APPROPRIATE UTILITY COMPANY TO GET THE CONFLICT RESOLVED.

#### UTILITY STATEMENT

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. CHOICE ONE SURVET INFURMATION AND LESITING DRAWINGS, CHOICE OWE ENGINEERING CORPORATION MAKES NO GUARANTES THAT THE UNDERROUND UTLITES SHOWN COMPRISE ALL SUCH UTLITES IN THE AREA EITHER IN-SERVICE OR ABANDONED, CHOICE ONE ENGINEERING CORPORATION FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTLITES SHOWN ARE IN THE EXACT LOCATION INDICATED, CHOICE ONE ENGINEERING CORPORATION HAS NOT PHYSICALLY LOCATED THE ENGINEERING TO THE STATE OF THE STATE OF THE STATE OF THE STATE ENGINEERING CORPORATION HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

#### CAD FILE DISCLAIMER

THE CAD FILE ASSOCIATED WITH THESE CONSTRUCTION PLANS IS A NON-CERTIFIED DOCUMENT. ANY USE OF THE INFORMATION OBTAINED OR DERIVED FROM THE ASSOCIATED CAD FILE WILL BE AT THE RECEIVING PARTY/USER'S RISK. CHOICE ONE ENGINEERING CORP. OFFERS NO WARRANTY AS TO THE ACCURACY OF THE INFORMATION IN THE CAD FILE OR THAT REVISIONS HAVE BEEN ISSUED AFTER THE CAD DRAWING WAS RELEASED. RECEIVING PARTIES/USERS SHALL HOLD HARMLESS TO THE MAXIMUM EXTENT ALLOWED BY LAW CHOICE ONE ENGINEERING CORP. FROM ANY USE OF THE CAD FILE BY THE RECEIVING PARTY/USER. IN ALL CIRCUMSTANCES, AND AT ALL TIMES, THE PUBLISHED PAPER AND/OR PDF DRAWINGS FOR THE PROJECT SHALL SUPERSEDE THE CAD FILES. IN THE CASE OF AN INCONSISTENCY BETWEEN THE PUBLISHED PAPER/PDF DRAWINGS AND THE ASSOCIATED CAD FILE, THE PUBLISHED PAPER/PDF DRAWINGS SHALL GOVERN THE PROJECT AND ALL WORK.

#### SAFETY

THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL FEDERAL, STATE, AND LOCAL SAFETY REQUIREMENTS, TOGETHER WITH EXERCISING PRECAUTIONS AT ALL TIMES FOR THE PROTECTION OF PERSONS (INCLUDING EMPLOYEES) AND PROPERTY. IT IS ALSO THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO INITIATE, MAINTAIN, AND SUPERVISE ALL SAFETY REQUIREMENTS, PRECAUTIONS, AND PROGRAMS IN CONNECTION WITH THE WORK

## GENERAL NOTES

1. ALL UTILITIES SHALL BE INSTALLED, TESTED, AND COMPLY WITH THE LATEST VERSION OF THE VILLAGE OF YELLOW SPRINGS STANDARDS AND SPECIFICATIONS

2. ALL DISTURBED AREAS AND ALL NON-PAVEMENT AREAS SHALL HAVE A MINIMUM OF 6" OF TOP SOIL PLACED AND ARE TO BE SEEDED AND MULCHED PER ODOT ITEM 659.

3. ALL CONCRETE USED FOR HEAVY DUTY PAVEMENT(S) AND STANDARD DUTY PAVEMENT(S) SHALL BE ODD QC-1P AND REINFORCED WITH CONCRETE FIBERS AS SPECIFIED IN THE PROPOSED PAVEMENT SECTION(S) OR AS NOTED HERE. ALL OTHER CONCRETE (WALKS, CURBS, ETC.) SHALL ALSO BE ODOT QC-1P. ALL CONCRETE SHALL BE REINFORCED WITH 3 LBS/CY OF EITHER EUCLID CHEMICAL TUFSTRAND SF, FORTA FERRO FIBRILLATED MACROFIBERS OR APPROVED EQUIVALENT MEETING ASTM C 1116 TYPE 3, MINIMUM 2 LENGTH, ASPECT RATIO 50 TO 90. CONTRACTOR SHALL CONTACT THE FIBER MANUFACTURER'S SUPPLIER 48 HOURS PRIOR TO ORDERING THE FIRST BATCH OF CONCRETE FOR APPROPRIATE MIXING AND FINISHING

4. CONTRACTOR TO BE RESPONSIBLE FOR ANY PERMITS OR FEES THAT MAY BE NECESSARY FOR THE COMPLETION OF THE SITE WORK

ALL WORK SHALL CONFORM WITH ALL FEDERAL, STATE, AND LOCAL ADA REGULATIONS AND STANDARDS

6. ALL ITEMS ON SITE PLAN SHALL BE CONSTRUCTED PER THE LATEST VERSION OF THE VILLAGE OF YELLOW SPRINGS STANDARDS.

#### SUBCONTRACTOR SUPERVISION

THE CONTRACTOR IS REQUIRED TO HAVE SOMEONE ON-SITE TO SUPERVISE THE SUBCONTRACTOR FOR QUALITY CONTROL PURPOSES AND TO PROVIDE ANY NECESSARY ASSISTANCE TO THE AND TO PROVIDE ANT NECESSART ASSISTANCE TO THE SUBCONTRACTOR TO ENSURE QUALITY WORK. COST OF THIS ITEM SHALL BE INCLUDED IN THE COST OF THE CONTRACTOR'S OVERALL LUMP SUM BID FOR THE PROJECT.

#### EXCAVATION AND EMBANKMENT

TOPSOIL SHALL BE REMOVED FROM ALL DISTURBED AREAS AND ALL AREAS TO BE EXCAVATED OR EMBANKED A MINIMUM OF 6" OF TOPSOIL SHALL BE FINE GRADED ON ALL DISTURBED AREAS.

ALL EMBANKMENT SHALL BE COMPACTED TO A MINIMUM OF 100% STANDARD PROCTOR OR AS DETERMINED BY THE OWNER. TESTING MAY BE REQUIRED BY THE OWNER.

#### SAWCUT PAVEMENT JOINTS

MORE THAN ONE SAWCHT MAY BE NECESSARY TO ENSURE A CLEAN CUT. JUST PRIOR TO ASPHALT OR CONCRETE PLACEMENT, ASPHALT MATERIAL SHALL BE PLACED ON THE VERTICAL FACE OF SAWCUT JOINTS PRIOR TO PAVING AS PER 401.14. AFTER THE ASPHALT WORK IS COMPLETED, THE TRANSVERSE JOINTS SHALL BE SEALED WITH LIQUID ASPHALT.

#### PAVEMENT MARKINGS

ALL PAVEMENT MARKINGS SHALL BE PER ODOT ITEM 640 AND 642. ALL PAVEMENT MARKINGS TO BE TYPE 1, UNLESS APPLICATION IS REQUIRED WHEN AIR AND PAVEMENT TEMPERATURES ARE BETWEEN 35 T AND 50 T, THEN OBTAIN APPROVAL FROM THE OWNER AND APPLY ONLY PRE-QUALIFIED TYPE 1A COLD WEATHER TRAFFIC PAINT MATERIALS PER ITEM 642 AND 740

ALL MARKING LAYOUT AND COLOR SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.

#### UTILITIES

CONTRACTOR SHALL INSTALL AND/OR COORDINATE THE INSTALLATION OF GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION, FIBER OPTIC, ETC. AS REQUIRED AND/OR AS SHOWN ON UTILITY PLAN AND ARCHITECTURAL SHEETS. CONTRACTOR SHALL CONTACT THE UTILITY COMPANIES PRIOR TO INSTALLATION OF ANY FACILITIES. ALL UTILITIES SHALL BE INSTALLED PER EACH PARTICULAR UTILITY COMPANY'S STANDARDS AND PROCEDURES. CONTRACTOR TO VERIFY ACTUAL SIZES, LOCATIONS (POINTS OF ENTRY INTO THE BUILDING) AND INVERTS OF ALL UTILITIES TYING INTO THE BUILDING WITH ALL ARCHITECT PLANS (BUILDING, PLUMBING, ELECTRICAL, ETC.) BEFORE CONSTRUCTION.

#### ASPHALT

ALL ODOT CONSTRUCTION AND MATERIAL SPECIFICATIONS SHALL APPLY TO THIS PROJECT EXCEPT FOR ODOT ITEM 401.20 ASPHALT BINDER PRICE ADJUSTMENT (ASPHALT CONCRETE BID ITEMS ARE NOT ELIGIBLE FOR ANY ASPHALT BINDER PRICE ADJUSTMENT)

ALL ASPHALT DELIVERED SHALL BE ACCOMPANIED WITH A LOAD TICKET AS PER ITEM 401.21

### **REVIEW OF DRAINAGE FACILITIES**

BEFORE FINAL ACCEPTANCE BY THE OWNER, REPRESENTATIVES OF THE OWNER, AND THE CONTRACTOR, SHALL MAKE AN INSPECTION OF ALL EXISTING SEWERS WHICH ARE TO REMAIN IN SERVICE AND WHICH MAY BE AFFECTED BY THE WORK. ALL EXISTING SEWERS INSPECTED BY THE ABOVE MENTIONED PARTIES SHALL BE MAINTAINED AND LEFT IN A CONDITION REASONABLY COMPARABLE TO PRE-EXISTING CONDITION OF THE SEWER. ANY CHANGE IN THE CONDITION RESULTING FROM THE CONTRACTOR'S OPERATIONS SHALL BE CORRECTED BY THE CONTRACTOR TO THE SATISFACTION OF THE VILLAGE OF YELLOW SPRINGS AND/OR OWNER.

ALL NEW CONDUITS, UNDERDRAINS (INCLUDING THE STONE BACKFILL ABOVE THE UNDERDRAIN PIPING), INLETS, CATCH BASINS, MANHOLES, SWALES/DITCHES, AND DETENTION/RETENTION BASINS CONSTRUCTED AS A PART OF THE PROJECT SHALL BE FREE OF ALL FOREIGN MATTER (INCLUDING SEDIMENT) AND IN A CLEAN CONDITION AND FULLY AND PROPERLY FUNCTIONAL BEFORE THE PROJECT WILL BE ACCEPTED BY

#### **ITEM 201 CLEARING AND GRUBBING, AS** PER PLAN

CONTRACTOR TO CLEAR THE AREA AS SHOWN ON THE PLANS AND/OR AS NEEDED TO WORK ON THIS PROJECT. UNLESS STATED ELSEWHERE IN THE PLANS, CLEARING AND GRUBBING IS TO BE KEPT TO A MINIMUM IN ORDER TO PRESERVE THE WOODED AREAS.

#### MODIFICATIONS

ANY MODIFICATIONS TO THE SPECIFICATIONS OR CHANGES TO THE WORK AS SHOWN ON THE DRAWINGS MUST HAVE PRIOR WRITTEN APPROVAL BY THE OWNER

#### RESTORATION

THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ANY THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ANY DISTURBED AND/OR DAMAGED AREAS, INCLUDING PAVEMENT, TO CONDITIONS EQUAL TO OR BETTER THAN CONDITIONS PRIOR TO CONSTRUCTION OR TO THE SATISFACTION OF THE OWNER.

#### MISCELLANEOUS

THE INTENT OF THESE DRAWINGS IS TO INCLUDE ALL ITEMS NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK BY THE CONTRACTOR. PERFORMANCE BY THE CONTRACTOR SHALL BE REQUIRED TO THE EXTENT CONSISTENT WITH THE CONTRACT DOCUMENTS AND REASONABLY INFERABLE FROM THEM AS BEING ECESSARY TO PRODUCE THE INTENDED RESULTS.

IN THE CASE OF AN INCONSISTENCY BETWEEN DRAWINGS AND SPECIFICATIONS OR WITHIN EITHER DOCUMENT, THE BETTER QUALITY OR GREATER QUANTITY OF WORK SHALL BE PROVIDED IN ACCORDANCE WITH THE OWNER'S REPRESENTATIVE'S INTERPRETATION.

CONTRACTORS SHALL VERIFY ALL GRADES, ELEVATIONS, AND EXISTING UTILITY LOCATIONS PRIOR TO CONSTRUCTION.

CONTRACTOR'S LUMP SUM BID PRICE SHALL INCLUDE ALL ITEMS AND OPERATIONS NEEDED, REQUIRED AND NECESSARY FOR THE PROPER EXECUTION OF THE PROJECT AND TO COMPLETE ALL WORK.

#### **GRAFFITI AND VANDALISM**

THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND REPLACEMENT OF ALL WORK/ITEMS (INCLUDING ANY CONCRETE WORK) OR OTHER ITEMS UNDER THIS CONTRACT WHICH IS DEEMED UNACCEPTABLE BY THE OWNER DUE TO GRAFFITI OR VANDALISM

#### OWNER COORDINATION NOTES

THE CONTRACTOR SHALL COORDINATE THE PROPOSED WORK WITH THE OWNER'S REPRESENTATIVE PRIOR TO PERFORMING ANY WORK ON SITE IF THE CONTRACTOR IS TO ENGAGE IN ANY OPERATIONS THAT THE EXISTING FACILITY OPERATIONS. THE CONTRACTOR SHALL THAT AFFECT COORDINATE THE SCHEDULING OF SUCH ACTIVITIES WITH THE OWNER'S REPRESENTATIVE PRIOR TO PERFORMING ANY SUCH OPERATIONS OR

THE CONTRACTOR SHALL PROVIDE ALL TEMPORARY SUPPORT BRACING AND OTHER DEVICES AS MAY BE REQUIRED OR AS DIRECTED BY OWNER'S REPRESENTATIVE OR THE ENGINEER TO PROTECT THE SAFETY OF THE PUBLIC, ADJACENT STRUCTURES, ROADWAY AND/OR UTILITIES. ALL WORK TO BE COORDINATED WITH THE OWNER'S REPRESENTATIVE.



# EVISIONS:

YY STREET PARKING LOT GE OF YELLOW SPRINGS GENERAL NOTES

CORRY: VILLAGE

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### **GENERAL NOTES FOR CIVIL WORK**

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING AND IS TO INCLUDE SUCH COSTS AS A PART OF THE LUMP SUM PRICE ON THE PROJECT.

2. THE CONTRACTOR IS RESPONSIBLE TO CONTACT THE APPROPRIATE UNDERROUND UTILITY MARKING SERVICE PRIOR TO THE START OF ANY CONSTRUCTION IN OPDER TO AVOID CONFLICTS WITH EXISTING UTILITES. IF CONFLICTS ARE DISCOVERED, THE CONTRACTOR IS TO NOTIFY THE OWNER PRIOR TO THE START OF ANY WORK THAT WOULD BE IN CONFLICT WITH THE UTILITES.

3. THE CONTRACTOR IS TO VISIT AND INVESTIGATE THE PROJECT SITE, PRIOR TO BUDING, IN ORDER TO DETERMINE THE EXISTING GROUND AND SITE CONDITIONS, FOR SOLL TYPE AND GROUND WATER TABLE, THE CONTRACTOR IS ENCOURAGED TO UTILIZE ANY AVAILABLE DATA TO ESTIMATE GROUND CONDITIONS, SHOULD THE BIDDING CONTRACTOR REQUIRE ADDITIONAL TEST HOLES PRIOR TO BIDDING IN ORDER TO DETERMINE OR VALIDATE GROUND CONDITIONS, THIS CAN BE COMPLETED AT THE DISCRETION OF THE OWNER'S REPRESENTATIVE TO BE DUG WITHOUT CONTACTION THE OWNER'S REPRESENTATIVE PRIOR TO EXCAVATION AND WITHOUT RECEIVING WRITTEN APPROVAL FROM THE OWNER'S REPRESENTATIVE TO DO SO.

4. THE CONTRACTOR SHALL COMPLY WITH ALL RULES AND REGULATIONS WITH REGARD TO EXCAVATION, SAFETY, QUALITY AND WORK PROGRESS. IT IS THE CONTRACTORS RESPONSIBILITY TO COMPLY WITH THESE THROUGHOUT CONSTRUCTION OPERATIONS.

5. THE LOCATION OF MATERIALS STORED ON SITE MUST RECEIVE THE APPROVAL OF THE OWNER. IN GENERAL, MATERIALS SHOULD BE STORED SO AS TO MINIMIZE THE INCONVENIENCE TO THE OWNER.

6. IF EXCAVATED MATERIALS ARE FOUND TO BE CONTAMINATED, REMEDIATION WILL BE AT THE OWNER'S EXPENSE PRIOR TO REMOVAL FROM THE SITE OR DISPOSAL ON-SITE BUTHE CONTRACTOR. THIS PROCESS WILL BE COORDINATED BETWEEN THE OWNER AND CONTRACTOR.

7. TRENCH EXCAVATION SHALL BE PERFORMED IN ACCORDANCE WITH THE BID SPECIFICATIONS AND IN ACCORDANCE WITH ALL APPLICABLE OSHA RULES AND REGULATIONS. IN ADDITION, THE OWNER MAY HAVE ADDITIONAL REGUIREMENTS FOR EXCAVATION AND TRENCHING ON OWNER PROPERTY THAT MAY BE WORE STRINGENT THAN CURRENT LOCAL OR OSHA REQUIREMENTS. IN THIS CASE, THE OWNER'S REQUIREMENTS ARE TO BE FOLLOWED UNLESS THIS ACTION WOULD BE CONSIDERED NON-COMPLIANT WITH CURRENT GOVERNING CODES OR REQUILATIONS AS DEFINED BY LOCAL OR GOVERNING AUTHORITIES. WHERE A NON-COMPLIANCE ISSUE IS NOTED, THE CONTRACTOR IS TO MAKE THE OWNER AND EXGINEER AWARE OF THE GOVERNING CODE.

8. THE CONTRACTOR WILL BE RESPONSIBLE TO REPAIR, REPLACE, AND/OR RECONNECT ANY EXISTING DRAINAGE TILES, NOT SHOWN ON THE PLANS, WHICH CROSS THROUGH THE EXCAVATED TRENCH. ANY DRAINAGE TILES ENCOUNTERED ARE TO BE BROUGHT TO THE ATTENTION OF THE QWNER AND A MEASUREMENT TAKEN FROM THE NEAREST MANHOLE OR INLET STRUCTURE TO THE CENTRELINE OF THE TILE. THIS INFORMATION SHALL BE PROVIDED TO THE OWNER AS PART OF THE RECORD DRAINNES.

9. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF REPAIRS TO ANY UTILITY LINE(S) THAT THE CONTRACTOR DAMAGES UNLESS OTHERWISE CLEARLY THE RESPONSIBILITY OF THE UTILITY COMPANY.

10. THE CONTRACTOR WILL REPLACE ALL DAMAGED OR REMOVED DRIVES AND PAVEMENT WITH THE REQUIRED THICKNESS SHOWN ON THE PLANS OR MATCH EXISTING IF GREATER.

11. ALL DISTURBED LAWN AREAS SHALL BE GRADED TO DRAIN TO THE NEAREST INLET STRUCTURE AND/OR MATCH EXISTING/PROPOSED DRAINAGE PATTERNS.

12. CONTRACTOR SHALL USE PROPER EROSION CONTROL TECHNIQUES TO MAINTAIN GRADE PRIOR TO SEEDING.

13. CONTRACTOR TO REFER TO ODOT SPECIFICATION, ITEM 659 FOR SEEDING AND MULCHING UNLESS OTHERWISE SPECIFIED. CONTRACTOR WILL NOT SEED ANY AREA UNTIL OWNER HAS INSPECTED FINAL TOPSOIL GRADING.

14. CONTRACTOR SHALL BE RESPONSIBLE TO REPLACE ALL FENCES, LAWN DECORATIONS, TREES, SHRUBS, PLANTING, VEGETATION ETC. WHICH IS DAMAGED, DISTURBED OR REMOVED DURING CONSTRUCTION.

15. DURING PAVING OPERATIONS, THE CONTRACTOR MUST SUBMIT A WRITTEN PLAN IDENTIFYING DRIVE AREAS WITHIN THE SITE THAT WILL BE SHUT DOWN FOR CONSTRUCTION OPERATIONS PRIOR TO START OF ANY WORK IN THOSE AREAS. CONTRACTOR MUST MAINTAIN A MINIMUM OF ONE LANE FOR TRAFFIC IN ANY AREAS SO DESIGNATED BY THE OWNER THROUGHOUT ALL CONSTRUCTION OPERATIONS.

### ITEM 203 EXCAVATION AND EMBANKMENT CONSTRUCTION, AS PER PLAN

THIS ITEM OF WORK SHALL CONSIST OF THE WORK AS DESCRIBED IN OHIO DEPARTMENT OF TRANSPORTATION ITEM 203 ROADWAY EXCAVATION AND EMBANKMENT, EXCEPT AS HEREIN MODIFIED.

TOPSOIL SHALL BE REMOVED FROM ALL DISTURBED AREAS AND ALL AREAS TO BE EXCAVATED OR EMBANKED. A MINIMUM OF 6" OF TOPSOIL SHALL BE FINE GRADED ON ALL DISTURBED AREAS.

ALL EMBANKMENT FOR ALL PAVEMENT OR BUILDING AREAS SHALL BE OF SUITABLE ENGINEERED FILL MATERIAL AND SHALL BE COMPACTED TO A MINIMUM OF 100% STANDARD PROCTOR OR AS DETERMINED BY THE OWNER. ALL OTHER EMBANKMENT AREAS SHALL BE COMPACTED TO A MINIMUM OF 100% STANDARD PROCTOR OR AS DETERMINED BY THE OWNER. TESTING MAY BE REQUIRED BY THE OWNER.

ALL EXCESS SURFACE MATERIAL, EXCAVATED UNSUITABLE MATERIAL AND ALL EXCESS EXCAVATED MATERIAL SHALL BE DISPOSED OF BY THE CONTRACTOR AT HIS OWN RESPONSIBILITY AND EXPENSE OUTSIDE OF THE PROPERTY AT A SITE APPROVED BY THE OWNER.

PAYMENT FOR ITEM 203 EXCAVATION AND EMBANKMENT CONSTRUCTION, AS PER PLAN, FOR ALL OPERATIONS DESCRIBED ABOVE SHALL BE INCLUDED IN THE LUMP SUM BID PRICE AND SHALL INCLUDE ALL LABOR, MATERIAL AND EQUIPMENT REQUIRED TO COMPLETE THIS ITEM OF WORK.

# ITEM 204 SUBGRADE COMPACTION AND PROOF ROLLING, AS PER PLAN

THIS ITEM OF WORK SHALL CONSIST OF THE WORK AS DESCRIBED IN OHIO DEPARTMENT OF TRANSPORTATION ITEM 204 SUBGRADE COMPACTION AND PROOF ROLLING, EXCEPT AS HEREIN MODIFIED.

ALL AREAS TO RECEIVE PAYEMENT SHALL BE COMPACIED AS NOTED IN ODOT ITEM 204, OWNER'S REPRESENTATIVE WILL REQUIRE PROOF ROLLING OF SUBGRADE PROR TO INSTALLATION OF SUB-BASE AND/OR BASE MATERIAL PROF ROLLING SHALL CONSIST OF DRIVING OVER THE SUBGRADE WITH A LOADED TANDEM DUMP TRUCK AS DIRECTED BY THE OWNER'S REPRESENTATIVE UNTIL NO DEFLECTION OR TIRE INDENTATION IN THE SUBGRADE IS PRESENT. CONTRACTOR TO PEFFORM ALL PROOF ROLLING PROCEDURES AND ANY NECESSARY CORRECTIVE MEASURES AS DIRECTED BY THE OWNER'S REPRESENTATIVE.

PAYMENT FOR ITEM 204 SUBGRADE COMPACTION AND PROOF ROLLING FOR ALL OPERATIONS DESCRIBED ABOVE SHALL BE INCLUDED IN THE LUMP SUM BID PRICE AND SHALL INCLUDE ALL LABOR, MATERIAL AND EQUIPMENT REQUIRED TO COMPLETE THIS ITEM OF WORK.

#### ITEM 204 EXCAVATION OF SUBGRADE AND STRUCTURAL EMBANKMENT, AS PER PLAN THIS ITEM OF WORK SHALL CONSIST OF THE WORK AS DESCRIBED IN OHIO DEPARTMENT OF TRANSPORTATION ITEM 204 SUBGRADE

OHIO DEPARTMENT OF TRANSPORTATION ITEM 204 SUBGRADE COMPACTION AND PROOF ROLLING, EXCEPT AS HEREIN MODIFIED.

THIS WORK SHALL INCLUDE THE EXCAVATING OF UNSUITABLE SUBGRADE AND REPLACING WITH 00DT ITEM 304 AGGREGATE BASE, 00DT #), 00T #2, 00 RAVY COMBINATION AS DIRECTED BY THE OWNER. LOCATION AND AMOUNT OF THIS ITEM SHALL BE LOCATED BY THE SUBGRADE AND AND ANOUNT OF THIS ITEM SHALL BE LOCATED BY THE SUBGRADE. THIS ITEM INCLUDES EXCAVATION AND DISPOSAL OF UNSUITABLE MATERIAL, SUBGRADE COMPACTION, AND DISPOSAL OF UNSUITABLE MATERIAL, SUBGRADE COMPACTION, AND DISPOSAL OF PLACEMENT OF THE ABOVE MENTIONED STRUCTURAL MATERIAL. THE SUBGRADE CONDITIONS, BUT THIS ITEM COULD BE NON-PERFORMED IF DEMED UNNECESSARY.

PAYMENT FOR ITEM 204 EXCAVATION OF SUBGRADE AND STRUCTURAL EMBANKEMF. AS PER PLAN, FOR ALL OPERATIONS DESCRIBED ABOVE SHALL BE AT THE CONTRACT CUBIC YARD BID PRICE WHICH THE CONTRACTOR SHALL PROVIDE WITH THEIR LUMP SUM BID PRICE AND SHALL INCLUDE ALL LABOR, MATERIAL AND EQUIPMENT REQUIRED TO COMPLETE THIS ITEM OF WORK.

#### **ITEM 304 AGGREGATE BASE, AS PER PLAN**

THIS ITEM OF WORK SHALL CONSIST OF THE WORK AS DESCRIBED IN OHIO DEPARTMENT OF TRANSPORTATION ITEM 304 AGGREGATE BASE, EXCEPT AS HEREIN MODIFIED.

THIS ITEM SHALL ALSO INCLUDE SATURATING THE ACGREGATE BASE WITH WATER DURING PLACEMENT OF EACH LIFT PRIOR TO COMPACTION. THIS WORK SHALL INCLUDE "PROOF ROLLING" WITH LOADED TANDEM DUMP TRUCK AS DIRECTED BY THE OWNER'S REPRESENTATIVE UNTIL NO DEFLECTION OR TIRE INDENTATION IN THE ACGREGATE SUB-BASE/BASE IS PRESENT.

PAYMENT FOR ITEM 304 AGGREGATE BASE FOR ALL OPERATIONS DESCRIBED ABOVE SHALL BE INCLUDED IN THE LUMP SUM BID PRICE AND SHALL INCLUDE ALL LABOR, MATERIAL AND EQUIPMENT REQUIRED TO COMPLETE THIS ITEM OF WORK.

#### ITEM 659 SEEDING AND MULCHING, CLASS 1 (LAWN MIXTURE), AS PER PLAN

THIS ITEM OF WORK SHALL CONSIST OF THE WORK AS DESCRIBED IN OHIO DEPARTMENT OF TRANSPORTATION ITEM 659, SEEDING AND MULCHING, EXCEPT AS HEREIN MODIFIED.

ALL DISTURBED AREAS OR AREAS DESIGNATED FOR SEEDING SHALL BE GRADED AND SEEDED AND SHALL HAVE A MINIMUM OF 6" OF TOPSOIL OVER THE ENTIRE AREA. TESTING THE PH OF ANY EXISTING OR IMPORTED TOPSOIL PER 000T 659.02 SHALL BE WAIVED. THE AREA SHALL BE HAND-RAKED AND DRESSED READY FOR SEEDING. NO STONE OVER 1' IN SIZE PERMITTED IN THE TOP 6".

SEEDING AND MULCHING SHALL BE APPLIED TO ALL AREAS OF EXPOSED SOIL.

IT'S THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROVIDE THE REQUIRED GERIMINATION RATES AND ENSURE THE GRASS IS ESTABLISHED TO THE SATISFACTION OF THE OWNER WHICH MAY REQUIRE WATERING, REGRADINC/ADDING TOPSOIL AND RESEEDING. ANY AREAS THAT HAVE ERODED OR WHERE NEW GRASS DID NOT GERMINATE SHALL BE ADDRESSED BY THE CONTRACTOR UNTIL THE AREAS ARE STABILIZED, SHAPED, AND DRAINED, AS INDICATED IN THE PLANS.

ANY DISTURBED AREA, OUTSIDE OF THE PROJECT WORK LIMITS, CAUSED BY THE CONTRACTOR'S WORK, SHALL BE RESTORED TO THE SATISFACTION OF THE PROPERTY OWNER AND PROJECT OWNER'S REPRESENTATIVE, AT THE CONTRACTOR'S SOLE EXPENSE. THIS ITEM INCLUDES: TOPSOIL, SEEDING, MULCHING, COMMERCIAL FERTILIZER, WATER, AND REPAR SEEDING AND MULCHING.

PAYMENT FOR ITEM 659 SEEDING AND MULCHING, CLASS 1 (LAWN MIXTURE), AS PER PLAN, FOR ALL ABOVE OPERATIONS, SHALL BE INCLUDED IN THE LUMP SUM BID PRICE AND SHALL INCLUDE ALL LABOR, MATERIAL, AND EQUIPMENT REQUIRED TO COMPLETE THIS ITEM OF WORK. Ð

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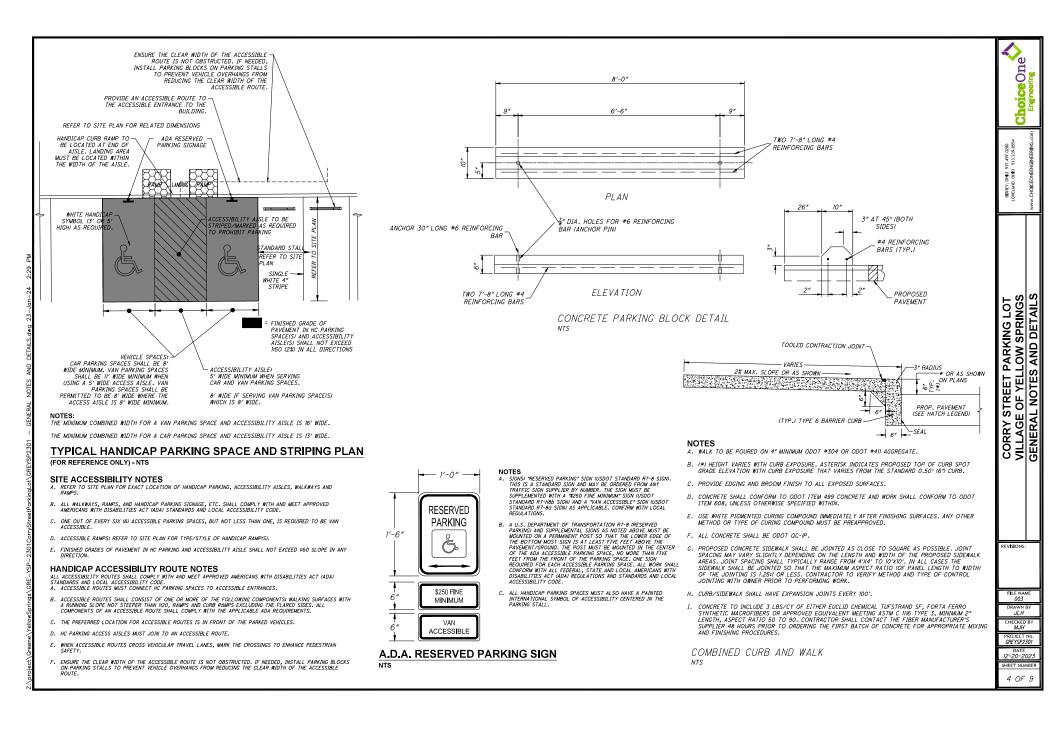
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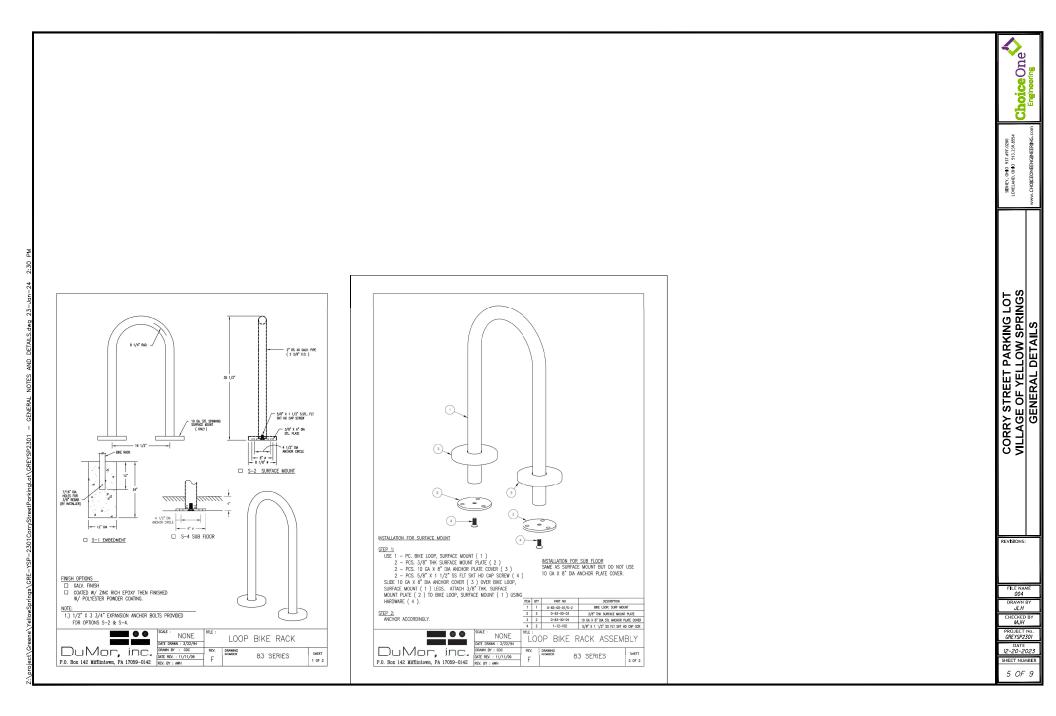
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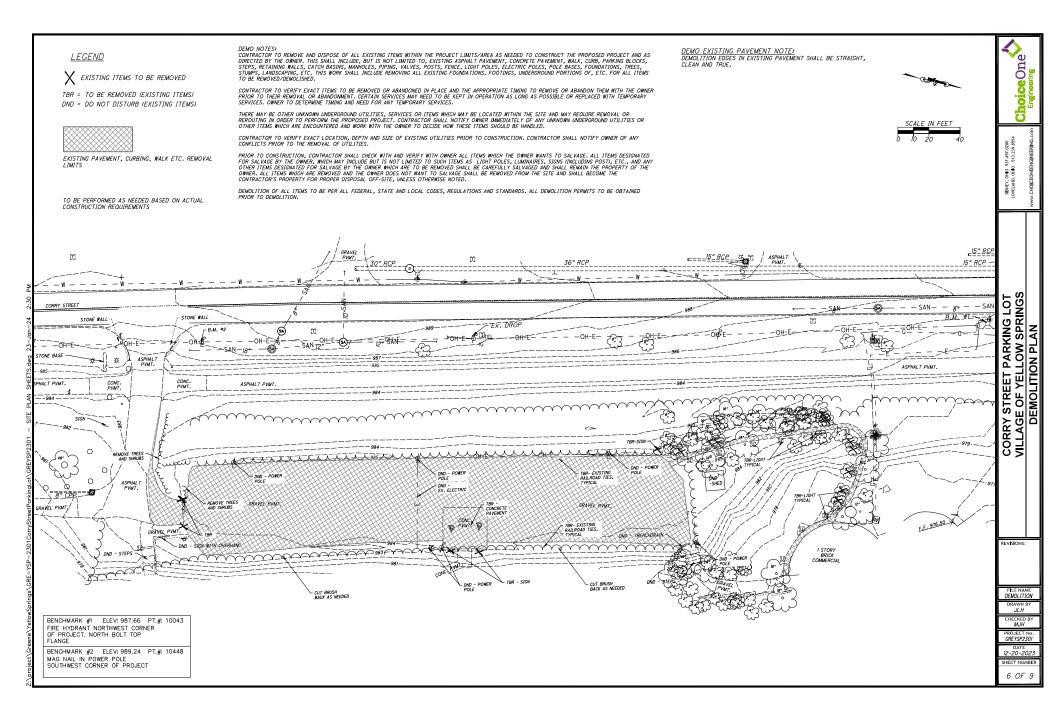
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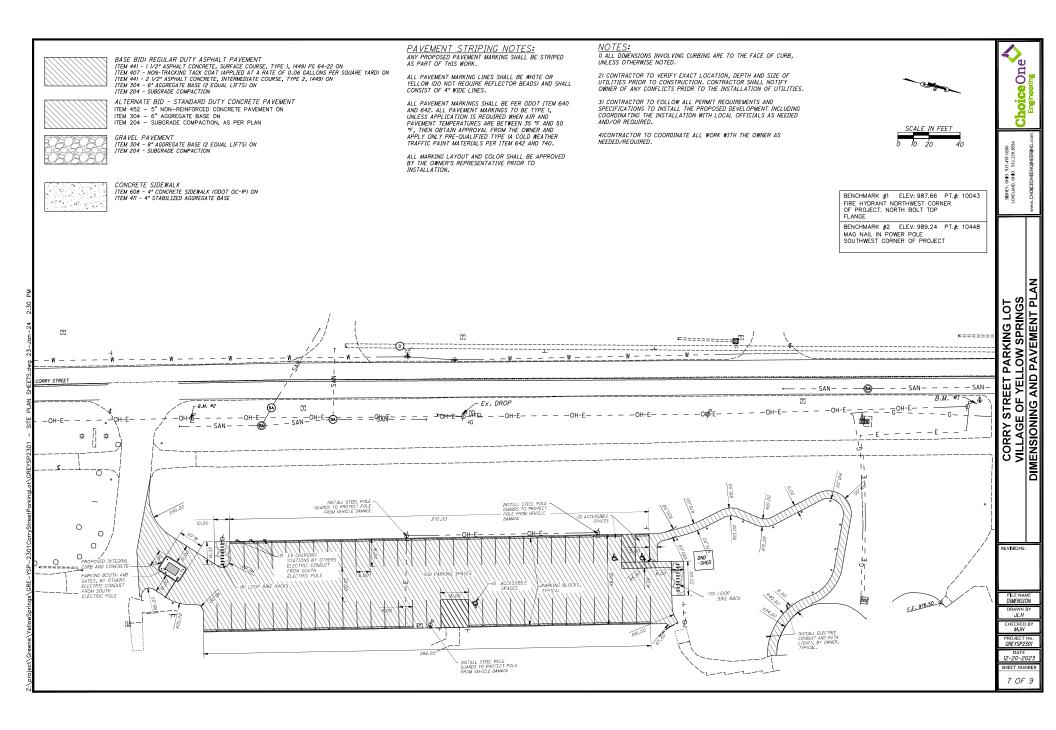
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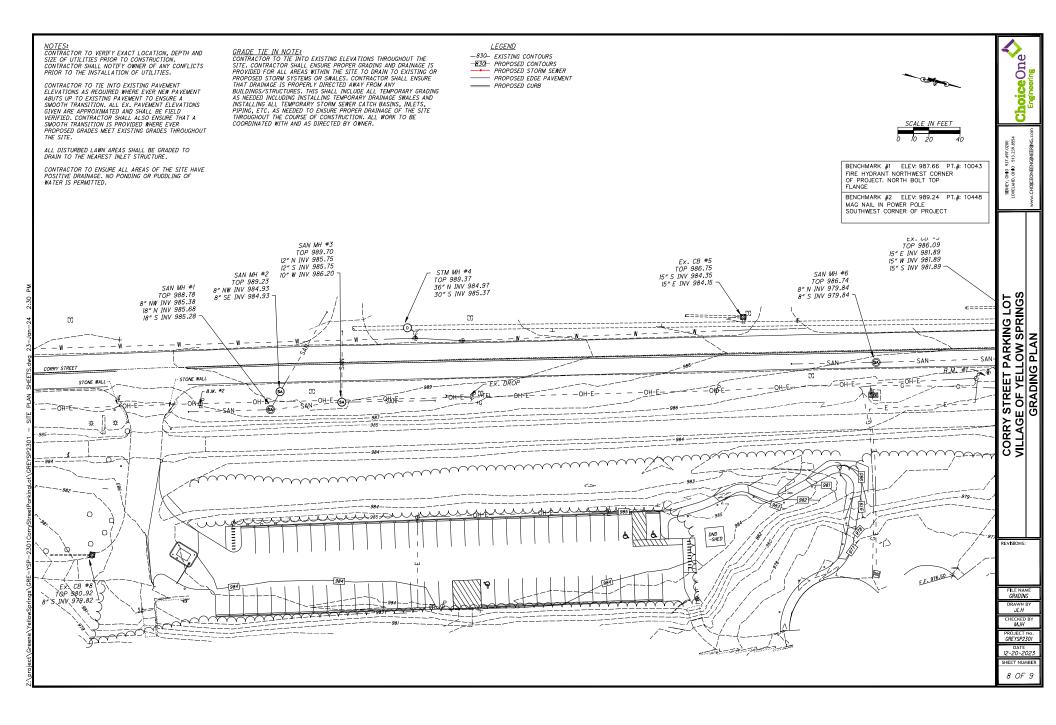
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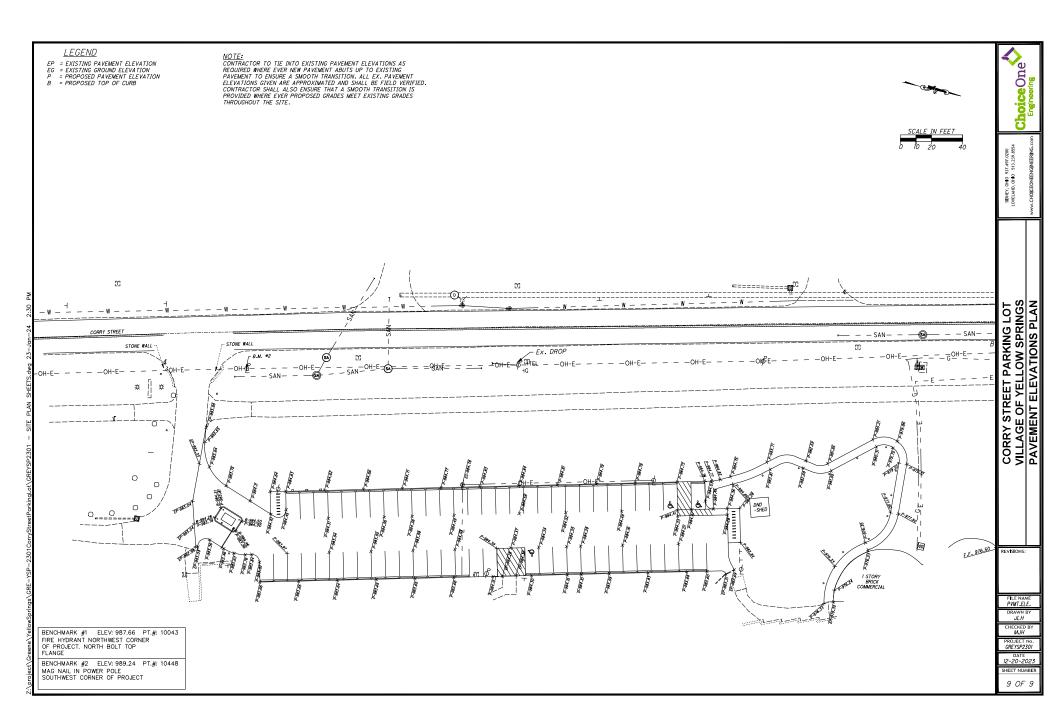


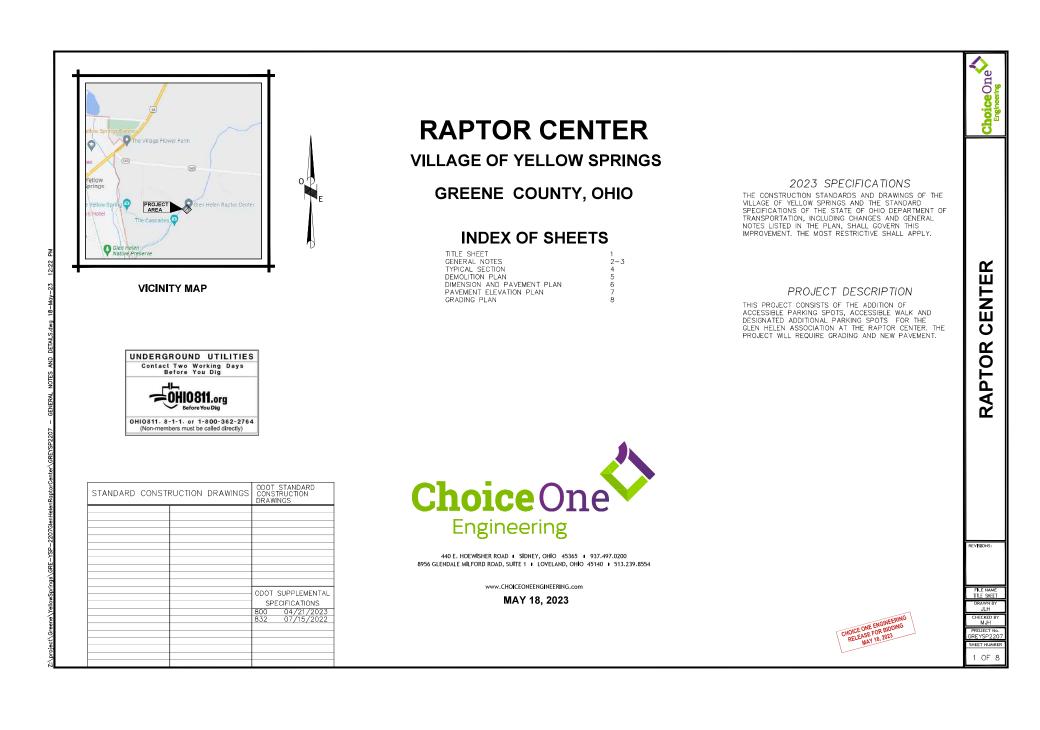












#### ELEVATION DATUM

ALL ELEVATIONS ARE BASED ON NAVD 88 (ODOT VRS GEOID 18).

#### **GENERAL NOTES AND DETAILS**

ALL CONSTRUCTION METHODS, MATERIALS, AND SPECIFICATIONS SHALL COMPLY WITH THE LATEST VERSION OF THE VILLAGE OF YELLOW SPRINGS STANDARDS AND SPECIFICATIONS AND/OR THE LATEST VERSION OF THE OHIO DEPARTMENT OF TRANSPORTATION CONSTRUCTION STANDARDS AND SPECIFICATIONS (INCLUDING CURRENT SUPPLEMENTAL SPECIFICATIONS 800 AND 832). WHICHEVER IS MORE RESTRICTIVE AS DETERMINED BY THE VILLAGE OF YELLOW SPRINGS.

#### UNDERGROUND UTILITIES

THE LOCATIONS OF THE UNDERGROUND UTILITIES SHOWN ON THE PLANS ARE AS OBTAINED FROM THE OWNERS OF THE UTILITY AS PEANS ARE AS DEFAINED FROM THE DWINERS OF THE UTILITY AS REQUIRED BY SECTION 156.4 CRC. EXISTING UTILITES ARE SHOWN IN THEIR APPROXIMATE LOCATION ACCORDING TO THE BEST AVAILABLE DATA. THE CONTRACTOR MULL BE RESPONSIBLE FOR LOCATING THEM THE FIELD PRIOR TO CONSTRUCTION AND WILL BE RESPONSIBLE FOR ANY DAMAGE DONE TO THEM. CONTRACTOR TO CONTACT OHIO UTILITIES PROTECTION SERVICE (1-800-362-2764) 48 HOURS PRIOR TO CONSTRUCTION

NON-MEMBERS MUST BE CALLED DIRECTLY.

#### UTILITY OWNERSHIP

LISTED BELOW ARE ALL UTILITIES LOCATED WITHIN THE PROJECT CONSTRUCTION LIMITS TOGETHER WITH THEIR RESPECTIVE OWNERS:

#### STREETS AND STORM SEWER /ILLAGE OF YELLOW SPRINGS 100 DAYTON STREET LOW SPRINGS, OHIO 45387 (937) 767-7205

ATTN: JOHN BURNS WATER AND SANITARY

VILLAGE OF YELLOW SPRINGS 100 DAYTON STREET DAYTON, OHIO 45387 (927) 767-7208 ATTN: BRAD AULT

ELECTRIC 1900 DRYDEN ROAD DAYTON, OHIO 45439 (937) 554-9063 IN: WILLIAM WARD

OHIO UTILITIES PROTECTION SERVICE 2 WORKING DAYS BEFORE YOU DIG CALL TOLL FREE 800-362-2764

#### UTILITY INTERFERENCE

IF, DURING THE CONSTRUCTION, INTERFERENCE ARISES WITH EXISTING UTILITIES IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY AND COORDINATE AS NEEDED WITH THE UTILITY COMPANY NOTHEY AND COORDINATE AS NEEDED WITH THE UTULTY COMPANY INVOLUED. ANY AND ALL MORK REQUIRED FOR PRIVATE UTULTIES SHALL BE COORDINATED WITH AND, IF REQUIRED, DONE BY THEIR RESPECTIVE OWNERS, UNLESS OTHERWISE NOTED ON THESE PLANS. THE CONTRACTOR SHALL NOTIFY, AT LEAST 7 DAYS BEFORE BREAKING GROUND, ALL PUBLIC SERVICE CORPORATIONS HAVING WHES, POLES, PIPES, CONDUTS, MANHOLES, OR OTHER STRUCTURES THAT MAY BE AFFECTED BY THIS OFERATION, INCLUDING ALL STRUCTURES WHICH ARE AFFECTED AND NOT SHOWN ON THESE PLANS.

#### CROSSINGS AND CONNECTIONS TO **EXISTING PIPES AND UTILITIES**

WHERE PLANS PROVIDE FOR A PROPOSED CONDUIT TO BE CONNECTED TO, OR CROSS OVER OR UNDER AN EXISTING SEWER OR UNDERGROUND UTILITY, THE CONTRACTOR SHALL LOCATE THE EXISTING PIPES OR UTILITIES BOTH AS TO LINE AND GRADE BEFORE STARTING TO LAY THE PROPOSED CONDUIT

IF IT IS DETERMINED THAT THE ELEVATION OF THE EXISTING CONDUIT, OR EXISTING APPURTENANCE TO BE CONNECTED, DIFFERS FROM THE PLAN ELEVATION OR RESULTS IN A CHANGE IN THE PLAN CONDUIT SLOPE, VILLAGE OF YELLOW SPRINGS SHALL BE NOTHFID BEFORE STARTING CONSTRUCTION OF ANY PORTION OF THE PROFOSED CONDUIT WHICH WILL BE AFFECTED BY THE VARIANCE IN THE EXISTING EVENTION: **ELEVATIONS** 

IF IT IS DETERMINED THAT THE PROPOSED CONDUIT WILL INTERSECT THE EXISTING SEWER OR UNDERGROUND UTILITY IF CONSTRUCTED AS SHOWI ON THE PLAN, VILLAGE OF YELLOW SPRINGS SHALL BE NOTIFIED BEFORE STARTING CONSTRUCTION OF ANY FORTION OF THE PROPOSED CONDUIT WHICH WOULD BE AFFECTED BY THE INTERFERENCE WITH AN EXISTING FACILITY, COST OF THIS ITEM SHALL BE INCLUDED IN THE COST OF THE CONTRACTORS OVERALL LUMP SUM BID FOR THE PROJECT.

#### MUD

THE TRACKING OR SPILLAGE OF MUD, DIRT, OR DEBRIS UPON PUBLIC CLEANED UP IMMEDIATELY BY THE CONTRACTOR.

#### **EXISTING UTILITY CONFLICT NOTE**

IF A CONFLICT ARISES WITH EXISTING UTILITIES, THE CONTRACTOR SHALL COORDINATE WITH THE OWNER AND APPROPRIATE UTILITY COMPANY TO GET THE CONFLICT RESOLVED.

#### UTILITY STATEMENT

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. CHOICE ONE ENGINEERING CORPORATION MAKES NO GUARANTEES THAT THE LUNDERGROUND UTLITIES SHOWN COMPRISE ALL SUCH TUTLITIES IN THE AREA ETHER IN-SERVICE OR ABANDONED, CHOICE ONE ENGINEERING CORPORATION FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTLITES SHOWN ARE IN THE EXACT LOCATION INDICATED. CHOICE ONE ENGINEERING CORPORATION HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

#### CAD FILE DISCLAIMER

THE CAD FILE ASSOCIATED WITH THESE CONSTRUCTION PLANS IS A NON-CERTIFIED DOCUMENT, ANY USE OF THE INFORMATION OBTAINED OR DERIVED FROM THE ASSOCIATED CAD FILE WILL BE AT THE OR DERIVED FROM THE ASSOCIATED CAD FILE WILL BE AT THE RECEIVING PARTY/USER'S RISK. CHOICE ONE ENGINEERING CORP. OFFERS NO WARRANTY AS TO THE ACCURACY OF THE INFORMATION IN THE CAD FILE OR THAT REVISIONS HAVE BEEN ISSUED AFTER THE CAD DRAWING WAS RELEASED. RECEIVING PARTIES/USERS SHALL HOLD HARMLESS TO THE MAXIMUM EXTENT ALLOWED BY LAW CHOICE ONE ENGINEERING CORP. FROM ANY USE OF THE CAD FILE BY THE RECEIVING PARTY/USER. IN ALL CIRCUMSTANCES, AND AT ALL TIMES, THE PUBLISHED PAPER AND /OR PDE DRAWINGS FOR THE PROJECT. SHALL SUPERSEDE THE CAD FILES. IN THE CASE OF AN INCONSISTENCY BETWEEN THE PUBLISHED PAPER/PDF DRAWINGS AND THE ASSOCIATED CAD FILE, THE PUBLISHED PAPER/PDF DRAWINGS SHALL GOVERN THE PROJECT AND ALL WORK.

#### SAFETY

THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL FEDERAL, STATE, AND LOCAL SAFETY REQUIREMENTS, TOGETHER WITH EXERCISING PRECAUTIONS AT ALL TIMES FOR THE PROTECTION OF PERSONS (INCLUDING EMPLOYEES) AND PROPERTY. IT IS ALSO THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO INITIATE, MAINTAIN, AND SUPERVISE ALL SAFETY REQUIREMENTS, PRECAUTIONS, AND PROGRAMS IN CONNECTION WITH THE WORK.

#### **CLEAN WATER NOTE**

ROOF DRAINS, FOUNDATION DRAINS, AND ALL OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SYSTEM ARE PROHIBITED.

#### GENERAL NOTES

1. ALL UTILITIES SHALL BE INSTALLED, TESTED, AND COMPLY WITH THE LATEST VERSION OF THE VILLAGE OF YELLOW SPRINGS STANDARDS AND SPECIFICATIONS.

2. ALL DISTURBED AREAS AND ALL NON-PAVEMENT AREAS SHALL HAVE A MINIMUM OF 6" OF TOP SOIL PLACED AND ARE TO BE SEEDED AND MULCHED PER ODOT ITEM 659.

3. ALL CONCRETE USED FOR HEAVY DUTY PAVEMENT(S) AND STANDARD DUTY PAVEMENT(S) SHALL BE ODOT QC-1 $\stackrel{\circ}{P}$  AND REINFORCED WITH CONCRETE FIBERS AS SPECIFIED IN THE PROPOSED PAVEMENT SECTION(S) OR AS NOTED HERE. ALL OTHER CONCRETE PAVEMENT SECTION(S) OR AS NOTED HERE, ALL OTHER CONCRETE (WALKS, CURRS, ETC.) SHALL ALSO BE DODT QC-TP, ALL CONCRETE SHALL BE REINFORCED WITH 3 LBS/CY OF EITHER FUCLD CHEMICAL TUFSTRAND SF, FORTA FERKO FIBRILLATEM MACROFIBERS OR APPROVED EQUIVALENT MEETING ASTM C 1116 TYPE 3, MINIMUM 2\* EINGTH, ASPECT RATIO SO TO 90. CONTRACTOR SHALL CONTACT THE FIBER MANUFACTURER'S SUPPLIER 48 HOURS PRIOR TO ORDERING THE FIRST BATCH OF CONCRETE FOR APPROPRIATE MIXING AND FINISHING PROCEDURES.

4. CONTRACTOR TO BE RESPONSIBLE FOR ANY PERMITS OR FEES THAT MAY BE NECESSARY FOR THE COMPLETION OF THE SITE WORK.

5. ALL WORK SHALL CONFORM WITH ALL FEDERAL, STATE, AND LOCAL ADA REGULATIONS AND STANDARDS.

ALL ITEMS ON SITE PLAN SHALL BE CONSTRUCTED PER THE LATEST VERSION OF THE VILLAGE OF YELLOW SPRINGS STANDARDS.

#### SUBCONTRACTOR SUPERVISION

THE CONTRACTOR IS REQUIRED TO HAVE SOMEONE ON-SITE TO SUPERVISE THE SUBCONTRACTOR FOR QUALITY CONTROL PURPOSES AND TO PROVIDE ANY NECESSARY ASSISTANCE TO THE SUBCONTRACTOR TO ENSURE QUALITY WORK. COST OF THIS ITEM SHALL BE INCLUDED IN THE COST OF THE CONTRACTOR'S OVERALL LUMP SUM BID FOR THE PROJECT.

#### EXCAVATION AND EMBANKMENT

TOPSOIL SHALL BE REMOVED FROM ALL DISTURBED AREAS AND ALL AREAS TO BE EXCAVATED OR EMBANKED. A MINIMUM OF 6" OF PSOIL SHALL BE FINE GRADED ON ALL DISTURBED AREAS.

ALL EMBANKMENT SHALL BE COMPACTED TO A MINIMUM OF 100% BE REQUIRED BY THE OWNER.

#### SAWCUT PAVEMENT JOINTS

MORE THAN ONE SAWCUT MAY BE NECESSARY TO ENSURE A CLEAN CUT. JUST PRIOR TO ASPHALT OR CONCRETE FLACEMENT, ASPHALT MATERIAL SHALL BE PLACED ON THE VERTICAL FACE OF SAWCUT JOINTS PRIOR TO PAVING AS PER 401.14. AFTER THE ASPHALT WORK IS COMPLETED, THE TRANSVERSE JOINTS SHALL BE SEALED WITH LIQUID ASPHALT

#### PAVEMENT MARKINGS

ALL PAVEMENT MARKINGS SHALL BE PER ODOT ITEM 640 AND 642. ALL PAVEMENT MARKINGS TO BE TYPE 1, UNLESS APPLICATION IS REQUIRED WHEN AIR AND PAVEMENT TEMPERATURES ARE BETWEEN 35 7 AND 50 T, THEN OBTAIN APPROVAL FROM THE OWNER AND APPLY ONLY PRE-OUDLIFIED TYPE IA COLD WEATHER TRAFFIC PAINT MATERIALS PER ITEM 642 AND 740.

ALL MARKING LAYOUT AND COLOR SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.

#### CLEARING AND GRUBBING

CONTRACTOR TO CLEAR THE AREA AS SHOWN ON THE PLANS AND/OR CONTRACTOR TO CLEAR THE AREA AS SHOWN ON THE PLANS AND/O AS NEEDED TO WORK ON THIS PROJECT. UNLESS STATED ELSEWHERE IN THE PLANS, CLEARING AND GRUBBING IS TO BE KEPT TO A MINIMUM IN ORDER TO PRESERVE THE WOODED AREAS.

#### MODIFICATIONS

ANY MODIFICATIONS TO THE SPECIFICATIONS OR CHANGES TO THE WORK AS SHOWN ON THE DRAWINGS MUST HAVE PRIOR WRITTEN APPROVAL BY THE OWNER.

#### RESTORATION

THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ANY DISTURBED AND/OR DAMAGED AREAS, INCLUDING PAVEMENT, TO CONDITIONS EQUAL TO OR BETTER THAN CONDITIONS PRIOR TO CONSTRUCTION OR TO THE SATISFACTION OF THE OWNER.

#### MISCELLANEOUS

THE INTENT OF THESE DRAWINGS IS TO INCLUDE ALL ITEMS NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK BY THE CONTRACTOR. PERFORMANCE BY THE CONTRACTOR SHALL BE REQUIRED TO THE EXTENT CONSISTENT WITH THE CONTRACT DOCUMENTS AND REASONABLY INFERABLE FROM THEM AS BEING NECESSARY TO PRODUCE THE INTENDED RESULTS.

IN THE CASE OF AN INCONSISTENCY BETWEEN DRAWINGS AND SPECIFICATIONS OR WITHIN EITHER DOCUMENT, THE BETTER QUALITY OR GREATER QUANTITY OF WORK SHALL BE PROVIDED IN ACCORDANCE WITH THE OWNER'S REPRESENTATIVE'S INTERPRETATION.

CONTRACTORS SHALL VERIFY ALL GRADES, ELEVATIONS, AND EXISTING UTILITY LOCATIONS PRIOR TO CONSTRUCTION.

CONTRACTOR'S LUMP SUM BID PRICE SHALL INCLUDE ALL ITEMS AND OPERATIONS NEEDED, REQUIRED AND NECESSARY FOR THE PROPER EXECUTION OF THE PROJECT AND TO COMPLETE ALL WORK.

#### GRAFFITI AND VANDALISM

THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND REPLACEMENT OF ALL WORK/ITEMS (INCLUDING ANY CONCRETE WORK) OR OTHER ITEMS LINDER THIS CONTRACT WHICH IS DEEMED UNACCEPTABLE BY THE OWNER DUE TO GRAFFITI OR VANDALISM DAMAGE

#### **OWNER COORDINATION NOTES**

THE CONTRACTOR SHALL COORDINATE THE PROPOSED WORK WITH THE OWNER'S REPRESENTATIVE PRIOR TO PERFORMING ANY WORK ON SITE. IF THE CONTRACTOR IS TO GRAGE IN ANY OPERATIONS THAT AFFECT THE EXISTING FACILITY OPERATIONS, THE CONTRACTOR SHALL COORDINATE THE SCHEDULING OF SUCH ACTIVITIES WITH THE OWNER'S REPRESENTATIVE PRIOR TO PERFORMING ANY SUCH OPERATIONS OF ACTIVITIES

THE CONTRACTOR SHALL PROVIDE ALL TEMPORARY SUPPORT, BRACING, AND OTHER DEVICES AS MAY BE REQUIRED OR AS DIRECTED BY OWNER'S REPRESENTATIVE OR THE ENGINEER TO PROTECT THE SAFETY OF THE PUBLIC ADJACENT STRUCTURES ROADWAY AND OR UTUITIES. ALL WORK TO BE COORDINATED WITH THE OWNER'S REPRESENTATIVE

#### GENERAL NOTES FOR CIVIL WORK

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING AND IS TO INCLUDE SUCH COSTS AS A PART OF THE LUMP SUM PRICE ON THE PROJECT.

2. THE CONTRACTOR IS RESPONSIBLE TO CONTACT THE APPROPRIATE UNDERGROUND UTILITY MARKING SERVICE PRIOR TO THE START OF ANY CONSTRUCTION IN ORDER TO AVOID CONFLICTS WITH EXISTING UTILITIES. IF CONFLICTS ARE DISCOVERED, THE CONTRACTOR IS TO NOTIFY THE OWNER PRIOR TO THE START OF ANY WORK THAT WOULD BE IN CONFLICT WITH THE UTILITIES.

THE CONTRACTOR IS TO VISIT AND INVESTIGATE THE PROJECT SITE, 3. THE CONTRACTOR IS TO VISIT AND INVESTIGATE THE PROJECT STILE PRIOR TO BIDDING, IN ORDER TO DETERMINE THE EXISTING GROUND AND SITE CONDITIONS, FOR SOIL TYPE AND GROUND WATER TABLE, THE CONTRACTOR IS ENCOUNTOINS, SHOULD THE BIDDING CONTRACTOR REQUIRE ADDITIONAL TEST HOLES PRIOR TO BIDDING NO ROPER TO DETERMINE OR VALIDATE GROUND CONDITIONS, THIS CAN BE COMPLETED AT THE DISCRETION OF THE OWNER. NO TEST HOLES ARE TO BE DUG WITHOUT CONTACTING THE OWNER'S REPRESENTATIVE PRIOR TO EXCAVATION AND WITHOUT RECEIVING WRITTEN APPROVAL FROM THE OWNER'S REPRESENTATIVE TO DO SO

4. THE CONTRACTOR SHALL COMPLY WITH ALL RULES AND REGULATIONS WITH REGARD TO EXCAVATION, SAFETY, QUALITY AND WORK PROGRESS. IT IS THE CONTRACTORS RESPONSIBILITY TO COMPLY WITH THESE THROUGHOUT CONSTRUCTION OPERATIONS

5. THE LOCATION OF MATERIALS STORED ON SITE MUST RECEIVE THE APPROVAL OF THE OWNER. IN GENERAL, MATERIALS SHOULD BE STORED SO AS TO MINIMIZE THE INCONVENIENCE TO THE OWNER.

IF EXCAVATED MATERIALS ARE FOUND TO BE CONTAMINATED, REMEDIATION WILL BE AT THE OWNER'S EXPENSE PRIOR TO REMOVAL FROM THE SITE OR DISPOSAL ON-SITE BY THE CONTRACTOR. THIS PROCESS\_WILL BE COORDINATED BETWEEN THE OWNER AND CONTRACTOR.

7. TRENCH EXCAVATION SHALL BE PERFORMED IN ACCORDANCE WITH THE BID SPECIFICATIONS AND IN ACCORDANCE WITH ALL APPLICABLE OSHA RULES AND REGULATIONS. IN ADDITION, THE OWNER MAY HAVE ADDITIONAL REQUIREMENTS FOR EXCAVATION AND TRENCHING ON ADDITIONAL REQUIREMENTS FOR EXCAVATION AND TRENCHING ON OWNER PROPERTY THAT MAY BE MORE STRINGENT THAN CURRENT LOCAL OR OSHA REQUIREMENTS. IN THIS CASE, THE OWNER'S REQUIREMENTS ARE TO BE FOLLOWED UNLESS THIS ACTION WOULD BE CONSIDERED NON-COMPLIANT WITH CURRENT GOVERNING CODES OR REGULATIONS AS DEFINED BY LOCAL OR COVERNING AUTHORITIES. WHERE A NON-COMPLIANCE ISSUE IS NOTED, THE CONTRACTOR IS TO MARE THE OWNER AND ENGNEER AWARE OF THE GOVERNING CODES





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TELEPHONE

6500 CLYO ROAD

ATTN: DON SPECH

CENTERVILLE, OHIO 45459 (937) 312-2533

8. THE CONTRACTOR WILL BE RESPONSIBLE TO REPAR, REPLACE, AND/OR RECONNECT ANY EXISTING DRAINAGE THES, NOT SHOWN ON THE PLANS, WHICH CROSS THROUGH THE EXCANATED TRENCH ANY DRAINAGE THESE ENCOUNTERED ARE TO BE BROUGHT TO THE ATTENTION OF THE OWNER AND A MEASUREMENT TAKEN FROM THE INGAREST MANHOLE OR INLEY STRUCTURE TO THE CONTRELINE OF THE THE. THIS INFORMATION SHALL BE PROVIDED TO THE OWNER AS PART OF THE RECORD DRAWINGS.

9. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF REPAIRS TO ANY UTILITY LINE(S) THAT THE CONTRACTOR DAMAGES UNLESS OTHERWISE CLEARLY THE RESPONSIBILITY OF THE UTILITY COMPANY.

10. THE CONTRACTOR WILL REPLACE ALL DAMAGED OR REMOVED DRIVES AND PAVEMENT WITH THE REQUIRED THICKNESS SHOWN ON THE PLANS OR MATCH EXISTING IF GREATER.

11. ALL DISTURBED LAWN AREAS SHALL BE GRADED TO DRAIN TO THE NEAREST INLET STRUCTURE AND/OR MATCH EXISTING/PROPOSED DRAINAGE PATTERNS.

12. CONTRACTOR SHALL USE PROPER EROSION CONTROL TECHNIQUES TO MAINTAIN GRADE PRIOR TO SEEDING.

13. CONTRACTOR TO REFER TO ODOT SPECIFICATION, ITEM 659 FOR SEEDING AND MULCHING UNLESS OTHERWISE SPECIFIED. CONTRACTOR WILL NOT SEED ANY AREA UNTIL OWNER HAS INSPECTED FINAL TOPSOIL GRADING.

14. CONTRACTOR SHALL BE RESPONSIBLE TO REPLACE ALL FENCES, LAWN DECORATIONS, TREES, SHRUBS, PLANTING, VEGETATION ETC. WHICH IS DAMAGED, DISTURBED OR REMOVED DURING CONSTRUCTION.

15. DURING PAVING OPERATIONS, THE CONTRACTOR MUST SUBMIT A WRITTEN PLAN DENTFYING DRIVE AREAS WITHIN THE SITE THAT WILL ENHY DENT OPERATIONS CONTRACTOR DOING TRANSING OF ONE LANE FOR TRAFFIC IN ANY AREAS SO DESIGNATED BY THE OWNER THROUGHOUT ALL CONSTRUCTION OPERATIONS.

#### ITEM 203 EXCAVATION AND EMBANKMENT CONSTRUCTION. AS PER PLAN

THIS ITEM OF WORK SHALL CONSIST OF THE WORK AS DESCRIBED IN OHIO DEPARTMENT OF TRANSPORTATION ITEM 203 ROADWAY EXCAVATION AND EMBANKMENT, EXCEPT AS HEREIN MODIFIED.

TOPSOIL SHALL BE REMOVED FROM ALL DISTURBED AREAS AND ALL AREAS TO BE EXCAVATED OR EMBANKED. A MINIMUM OF  $6^{\circ}$  OF TOPSOIL SHALL BE FINE GRADED ON ALL DISTURBED AREAS.

ALL EMBANKWENT FOR ALL PAYEMENT OR BUILDING AREAS SHALL BE OF SUITABLE RONIERERED FILL MATERIAL AND SHALL BE COMPACTED TO A MINIMUM OF 100% STANDARD PROCTOR OR AS DETERMINED BY THE OWNER. ALL OTHER EMBANKMENT AREAS SHALL BE COMPACTED TO A MINIMUM OF 100% STANDARD FROCTOR OR AS DETERMINED BY THE OWNER. TESTING MAY DE REQUIRED BY THE OWNER.

ALL EXCESS SURFACE MATERIAL, EXCAVATED UNSUITABLE MATERIAL AND ALL EXCESS EXCAVATED MATERIAL SHALL BE DISPOSED OF BY THE CONTRACTOR AT HIS OWN RESPONSIBILITY AND EXPENSE OUTSIDE OF THE PROPERTY AT A SITE APPROVED BY THE OWNER.

PAYMENT FOR ITEM 203 EXCAVATION AND EMBANKMENT CONSTRUCTION, AS PER PLAN, FOR ALL OPERATIONS DESCRIED ABOVE SHALL BE INCLUDED IN THE LUMP SUM BID PRICE AND SHALL INCLUDE ALL LABOR, MATERIAL AND EQUIPMENT REQUIRED TO COMPLETE THIS ITEM OF WORK.

#### **ITEM 304 AGGREGATE BASE, AS PER PLAN**

THIS ITEM OF WORK SHALL CONSIST OF THE WORK AS DESCRIBED IN OHIO DEPARTMENT OF TRANSPORTATION ITEM 304 AGGREGATE BASE, EXCEPT AS HEREIN MODIFIED.

THIS ITEM SHALL ALSO INCLUDE SATURATING THE AGGREGATE BASE WITH WATER DURING PLACEMENT OF EACH LIFT PRIOR TO COMPACTON. THIS WORK SHALL INCLUDE "PROOR FOLLING" WITH LOADED TANDEM DUMP TRUCK AS DIRECTED BY THE OWNER'S REPRESENTATIVE UNTIL NO DEFLECTION OR TIRE INDENTATION IN THE AGGREGATE SUB-BASE/BASE IS PRESENT.

PAYMENT FOR ITEM 304 AGGREGATE BASE FOR ALL OPERATIONS DESCRIBED ABOVE SHALL BE INCLUDED IN THE LUMP SUM BID PRICE AND SHALL INCLUDE ALL LABOR, MATERIAL AND EQUIPMENT REQUIRED TO COMPLETE THIS ITEM OF WORK.

#### ITEM 659 SEEDING AND MULCHING, CLASS 1 (LAWN MIXTURE), AS PER PLAN THIS ITEM OF WORK SHALL CONSIST OF THE WORK AS DESCRIBED

THIS ITEM OF WORK SHALL CONSIST OF THE WORK AS DESCRIBED IN OHIO DEPARTMENT OF TRANSPORTATION ITEM 659, SEEDING AND MULCHING, EXCEPT AS HEREIN MODIFIED.

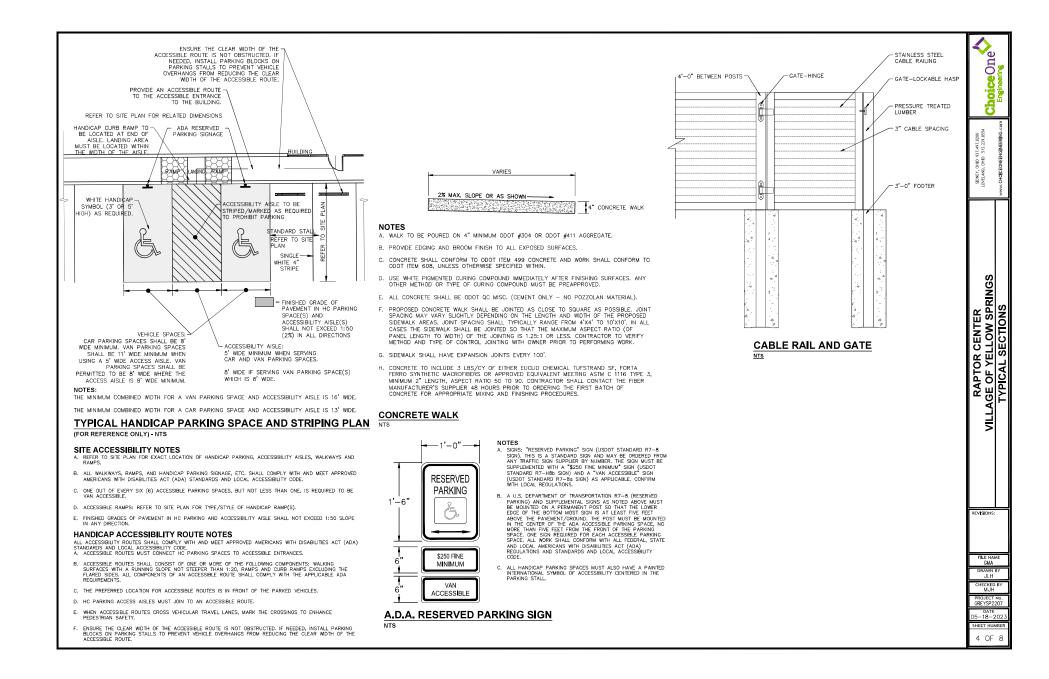
ALL DISTURRED AREAS OR AREAS DESIGNATED FOR SEEDING SHALL BE GRADED AND SEEDED AND SHALL HAVE A MINIMUM OF 6" OF TOPSOL OVER THE ENTIRE AREA. TESTING THE PH OF ANY EXISTING OR IMPORTED TOPSOL PER CODIT 659.02 SHALL BE WAVED. THE AREA SHALL BE HAND-RAKED AND DRESSED READY FOR SEEDING. NO STONE OVER 1'N SIZE PERMITED IN THE TOP 6".

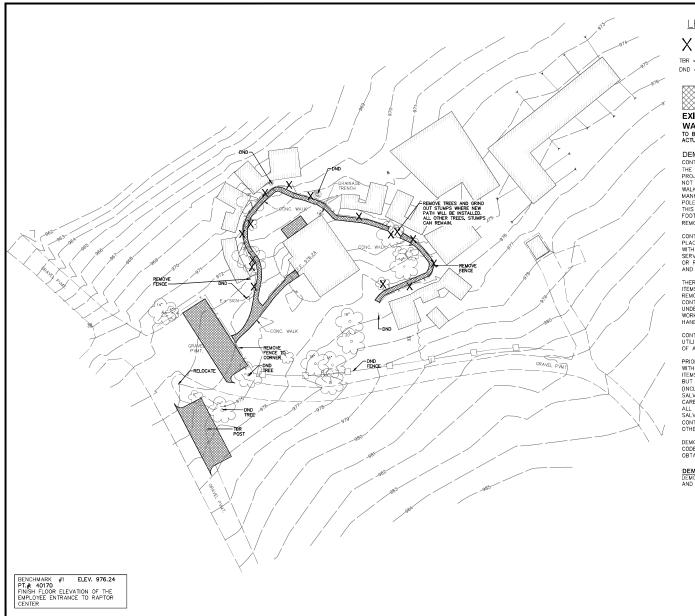
SEEDING AND MULCHING SHALL BE APPLIED TO ALL AREAS OF EXPOSED SOIL.

IT'S THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROVIDE THE REQUIRED GERMINATION RATES AND ENSURE THE ORASS IS ESTABLISHED TO THE SATISFACTION OF THE ENNER WHICH MAY REQUIRE WA THING HAVE STANDARD THE MER WHICH ANY REQUIRE WA THING HAVE EXPREDIATE WHICH AND SS DID NOT GERWINATE SHALL BE ADDRESSED BY THE CONTRACTOR UNTIL THE APEAS ARE STABILIZED, SHAPED, AND DRAINED, AS INDICATED IN THE PLANS.

ANY DISTURED AREA, OUTSIDE OF THE PROJECT WORK LUMIS, CAUSED BY THE CONTRACTOR'S WORK, SHALL BE RESTORED TO THE SATISFACTION OF THE PROPERTY DWNER AND PROJECT OWNER'S REPRESENTATIVE, AT THE CONTRACTOR'S SOLE EXPENSE. THIS ITEM INCLUDES: TOPSOL, SEEDING, MULCHING, COMMERCIAL FERTILIZER, WATER, AND REPARE SEEDING AND MULCHING.

PAYMENT FOR ITEM 659 SEEDING AND MULCHING, CLASS 1 (LAWN MIXTURE), AS PER PLAN, FOR ALL ABOVE OPERATIONS, SHALL BE INCLUDE IN THE LUMP SUM BID PRICE AND SHALL INCLUDE ALL LABOR, MATERIAL, AND EQUIPMENT REQUIRED TO COMPLETE THIS ITEM OF WORK.





## LEGEND

X existing items to be removed TBR = TO BE REMOVED (EXISTING ITEMS) DND = DO NOT DISTURB (EXISTING ITEMS)





**Choice**One

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HO 9:

SIDNEY, C

RAPTOR CENTER VILLAGE OF YELLOW SPRINGS DEMOLITION PLAN

EXISTING PAVEMENT, CURBING, WALK, ETC. REMOVAL LIMITS TO BE PERFORMED AS NEEDED BASED ON ACTUAL CONSTRUCTION REQUIREMENTS

#### DEMO NOTES:

CONTRACTOR TO REMOVE AND DISPOSE OF ALL EXISTING ITEMS WITHIN THE PROJECT LIMITS/AREA AS NEEDED TO CONSTRUCT THE PROPOSED PROJECT AND AS DIRECTED BY THE OWNER. THIS SHALL INCLUDE, BUT IS NOT LIMITED TO, EXISTING ASPHALT PAVEMENT, CONCRETE PAVEMENT, WALK, CURB, PARKING BLOCKS, STEPS, RETAINING WALLS, CATCH BASINS, MANHOLES, PIPING, VALVES, POSTS, FENCE, LIGHT POLES, ELECTRIC POLES, POLE BASES, FOUNDATIONS, TREES, STUMPS, LANDSCAPING, ETC. THIS WORK SHALL INCLUDE REMOVING ALL EXISTING FOUNDATIONS, FOOTINGS, UNDERGROUND PORTIONS OF, ETC. FOR ALL ITEMS TO BE REMOVED / DEMOLISHED.

CONTRACTOR TO VERIFY EXACT ITEMS TO BE REMOVED OR ABANDONED IN PLACE AND THE APPROPRIATE TIMING TO REMOVE OR ABANDON THEM WITH THE OWNER PRIOR TO THEIR REMOVAL OR ABANDONMENT. CERTAIN SERVICES MAY NEED TO BE KEPT IN OPERATION AS LONG AS POSSIBLE OR REPLACED WITH TEMPORARY SERVICES. OWNER TO DETERMINE TIMING AND NEED FOR ANY TEMPORARY SERVICES.

THERE MAY BE OTHER UNKNOWN UNDERGROUND UTILITIES, SERVICES OR ITEMS WHICH MAY BE LOCATED WITHIN THE SITE AND MAY REQUIRE REMOVAL OR REROUTING IN ORDER TO PERFORM THE PROPOSED PROJECT. CONTRACTOR SHALL NOTIFY OWNER IMMEDIATELY OF ANY UNKNOWN WORK WITH THE OWNER TO DECIDE HOW THESE ITEMS SHOULD BE HANDLED

CONTRACTOR TO VERIFY EXACT LOCATION, DEPTH AND SIZE OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY OWNER OF ANY CONFLICTS PRIOR TO THE REMOVAL OF UTILITIES.

PRIOR TO CONSTRUCTION, CONTRACTOR SHALL CHECK WITH AND VERIFY WTH OWNER ALL ITEMS WHICH THE OWNER WANTS TO SALVAGE. ALL ITEMS DESIGNATED FOR SALVAGE BY THE OWNER, WHICH MAY INCLUDE BUT IS NOT LIMITED TO SUCH ITEMS AS LIGHT POLES, LUMINAIRES, SIGNS (INCLUDING POST), ETC., AND ANY OTHER ITEMS DESIGNATED FOR CAREFULLY SALVAGED AND SHALL REMAIN THE PROPERTY OF THE OWNER. ALL ITEMS WHICH ARE REMOVED AND THE OWNER DOES NOT WANT TO SALVAGE SHALL BE REMOVED FROM THE SITE AND SHALL BECOME THE CONTRACTOR'S PROPERTY FOR PROPER DISPOSAL OFF-SITE, UNLESS OTHERWISE NOTED.

DEMOLITION OF ALL ITEMS TO BE PER ALL FEDERAL, STATE AND LOCAL CODES, REGULATIONS AND STANDARDS. ALL DEMOLITION PERMITS TO BE OBTAINED PRIOR TO DEMOLITION.

DEMOLITION EDGES IN EXISTING PAVEMENT SHALL BE STRAIGHT, CLEAN AND TRUE.



REVISIONS:

