

CONTRACT

THIS AGREEMENT, made and entered into this 13<sup>th</sup> day of February in the year Two Thousand, Zero Hundred and Eighteen by and between the Board of Trustees of Colerain Township, Hamilton County, Ohio, hereinafter designated as the Owner, and Rack & Ballauer Excavating Company, designated as the Contractor.

WITNESSETH: That the Contractor has agreed, and by these presents does agree with the Owner for the consideration herein below mentioned, to furnish at Contractor's own proper cost and expense all necessary materials and labor of every description, and to carry out complete, in good, firm and substantial manner the Royal Heights Subdivision Contract # 18-3 all of which shall be done and performed in accordance with the general conditions, drawings, surveys, plats, cross-sections, profiles, plans and specifications, including all modifications thereof, if any, incorporated in the documents before their execution and by reference hereby become a part of this contract.

The provision contained in the "Legal Notice", in "Information for Bidders", in "Engineer's Estimate", in the "Proposal", and in the "Specifications", as well as in the surveys, plats, cross-sections and profiles for this work on file in the office of the Township Trustees, are also hereby combined, and incorporated by reference thereto, as part of this agreement.

The Contractor shall pay into the State Insurance Fund the amount of premium determined and fixed by the Industrial Commission of Ohio, promptly when due, or elect to pay compensation direct and contribute to the surplus of the fund as provided by law. The Contractor and his Surety agree to indemnify the Township against liability and loss by reason of the breach of the obligation of this paragraph and agree that it shall run to the benefit of the Industrial Commission of Ohio and the State Insurance Fund for the recovery of premiums that should have been paid. All of the foregoing provisions of this paragraph shall be equally binding upon each sub-contractor whose performance thereof is warranted by the Contractor who employs such sub-contractor. The Township may require of the Contractor as a condition of permitting the beginning or continuance of work a certificate of compliance with this paragraph issued by the Industrial Commission of Ohio.

In consideration whereof, the Owner hereby agrees and promises to pay to the Contractor, at the times, under the conditions and in the manner provided in the specifications, and in full of all compensation for material furnished or work done there under, at the unit prices, stated in the proposal, the sum of approximately  
\$ 5,311,790.88

IN WITNESS WHEREOF, the said Colerain Township of Hamilton County, Ohio, has caused its name to be signed and the corporate seal to be hereto affixed by the Board of Trustees and the Contractor, the day and year aforesaid.

Rack & Ballauer  
Contractor

COLERAIN TOWNSHIP BOARD OF TRUSTEES,  
HAMILTON COUNTY, OHIO  
[Signature]  
Interim Administrator

\_\_\_\_\_  
Signature

[Signature]  
Signature

RETURN WITH BID CONTRACT 18-3 ROYAL HEIGHTS SUBDIVISION

PART IV, Section A. (continued)

Section C (For corporations)

In accord with Sections 1701.64, 1703.03 and 1703.29 of the Ohio Revised Code, I,

Scott Rack hereby certify that I am  
(Print your full name)

V.P. of the Rack & Ballauer Excavating Co, Inc.  
(Print title of position) (Print name of corporation)

which company is incorporated in the State of OHIO and is

(registered) (not registered) to do business in Ohio. The home address of

the corporation is 11321 Paddy's Run Rd.  
(Print street name and number)

Hamilton, OH 45013 513-738-7000, and the local  
(Print city, state and zip code) (Telephone)

address, in or near Colerain Township, is 11321 Paddy's Run Rd.  
(Print street name and number)

Hamilton, OH 45013 513-738-7000  
(Print city, state and zip code) (Telephone)

I am authorized to submit this Proposal, and to sign a Contract if this Company is awarded said Contract, by the following action of our Board of Directors.

Taken on 2-8-18  
(Date)

Approved by Scott Rack  
(Print name of officer)

Rack & Ballauer Excavating Co, Inc.  
(Print name of office)

Signature 

RETURN WITH BID CONTRACT 18-3 ROYAL HEIGHTS SUBDIVISION

PART IV, Section A. (continued)

Affidavit #2

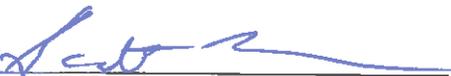
In accord with Sections 102.04, 305.27 and 2921.42 of the Ohio Revised Code, I hereby certify that no elected or appointed official of Colerain Township, Hamilton County, Ohio, or any of its political subdivisions, owns more than five percent (5%) of the company or corporation I represent, nor has any interest in the proceeds of the Contract being bid.

Signature 

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Affidavit #3

In accord with Specification 102.13 of the Ohio Department of Transportation, I hereby certify that the Proposal made below is an independent, balanced and honest Proposal, made without collusion with any other bidder or consultation with any elected or appointed official of Colerain Township, Hamilton County, Ohio, or its political subdivisions. I further certify that the subcontractors and/or material suppliers with whom I expect to deal if awarded this Contract, have certified that their bids are made without collusion with other bidders or consultation with any elected or appointed official of Colerain Township or its political subdivisions.

Signature 

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Affidavit #4

In accord with Sections 153.59, 153.591 and 153.60 of the Ohio Revised Code, I hereby certify that the Company or Corporation I represent does not discriminate on the basis of race, religion, origin, creed, color, sex or handicap when hiring employees, purchasing materials, or entering into subcontracts, and further, that we practice equal employment opportunities for all qualified persons.

Signature 

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Affidavit #5

In accord with Section 5719.042 of the Ohio Revised Code, I hereby certify that the company or corporation I represent is not delinquent in payment of personal property taxes to the State of Ohio, or any subdivision thereof.

Signature 

**RETURN WITH BID CONTRACT 18-3 ROYAL HEIGHTS SUBDIVISION**

To be completed by Notary Public:

On this day, there appeared before me Scott Rack saying  
(Print full name)

that (he) (she) is V.P. of Rack & Bellava Excavating Co, Inc.  
(Print title) (Print name of company or corporation)

and that (he) (she) understands all of the implications of the statements in Affidavits #1, #2, #3, #4 and #5 above,  
and has signed each in good faith.

Signature of Notary Public



Date 2-8-18

My Commission Expires 5-18-2021



JAKLINA OBEDNIKOVSKI  
Notary Public, State of Ohio  
My Commission Expires 05-18-2021

RETURN WITH BID CONTRACT 18-3 ROYAL HEIGHTS SUBDIVISON

**BID GUARANTY AND**

**CONTRACT BOND**

(SECTION 153.54 OHIO REVISED CODE)

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

ROCK & BAUMAN EXCAVATING CO. INC., 11321 PADDY'S RUN RD, HAMILTON OH 45013  
(Name and Address)

as Principal and MERCHANTS BONDING COMPANY  
(Name of Surety)

as Surety, are hereby held and firmly bound unto Colerain Township, Hamilton County, Ohio, hereinafter called the Oblige, in the penal sum of the dollar amount of the bid submitted by the Principal to the Oblige on 2/8/18 to undertake the project known as:

ROYAL HEIGHTS IMPROVEMENTS

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Oblige, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Oblige, which are accepted by the Oblige. In no case shall the penal sum exceed the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_). For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

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

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

RETURN WITH BID CONTRACT 18-3 ROYAL HEIGHTS SUBDIVISON

BID GUARANTY AND CONTRACT BOND  
(CONTINUED)

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the State of Ohio, Colerain Township, Hamilton County, Ohio, against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, 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.

SAID SURETY hereby certifies that the Surety is authorized to execute bonds in the State of Ohio and that the liability incurred through the issuance of this bond is within the limits of ORC 3929.121.

SAID SURETY also hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications shall in any way affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this 8th day of February, 2018.

PRINCIPAL:

Rock + BAWANER Excavating Co, Inc

BY: [Signature]

TITLE: V.P.

SURETY:

Merchants Bonding Company

BY: [Signature]  
Attorney-in-Fact

SURETY COMPANY ADDRESS:

6700 Westwood Pkwy  
Street

Des Moines IA 50306  
City State Zip

Approved \_\_\_\_\_, 20\_\_

COLERAIN TOWNSHIP BOARD OF TRUSTEES,  
HAMILTON COUNTY, OHIO

\_\_\_\_\_  
President

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

SURETY AGENT'S ADDRESS:

ACS BONDS  
Agency 781 NEEB RD.  
CINCINNATI, OH 45233

\_\_\_\_\_  
Street

\_\_\_\_\_  
City State Zip

RETURN WITH BID CONTRACT 18-3 ROYAL HEIGHTS SUBDIVISON

COLERAIN TOWNSHIP PUBLIC WORKS DEPARTMENT

SUB-CONTRACTOR LISTING

SUB-CONTRACTOR Oglesby Construction Inc.

COMPANY NAME Oglesby Construction Inc.

ADDRESS 1600 Toledo Rd Norwalk, OH 44857

PHONE 419-668-6140

REPRESENTATIVE Eric Theisen

TYPE OF WORK Concrete Flatwork & Curb

**MUST BE COMPLETED AND RETURNED WITH BID**

**MAKE COPIES IF ADDITIONAL FORMS ARE NEEDED**

**CONTRACT 18-3 ROYAL HEIGHTS SUBDIVISION**



**Ohio Department of Public Safety**  
**Division of Homeland Security**  
<http://www.homelandsecurity.ohio.gov>

**PUBLIC EMPLOYMENT**

In accordance with section 2909.34 of the Ohio Revised Code

**DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION**

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

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

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

LAST NAME <i>RACK</i>		FIRST NAME <i>Scott</i>		MIDDLE INITIAL
HOME ADDRESS <i>11321 PADDY'S RUN RD.</i>				
CITY <i>Hamilton</i>	STATE <i>OHIO</i>	ZIP <i>45013</i>	COUNTY <i>Hamilton</i>	
HOME PHONE		WORK PHONE <i>513-738-7000</i>		

**RETURN WITH BID CONTRACT 18-3 ROYAL HEIGHTS SUBDIVISON**

DECLARATION

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

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

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?  
 Yes  No
  
2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?  
 Yes  No
  
3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?  
 Yes  No
  
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?  
 Yes  No
  
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?  
 Yes  No
  
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?  
 Yes  No

In the event of a denial of public employment due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony

RETURN WITH BID CONTRACT 18-3 ROYAL HEIGHTS SUBDIVISON

of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization.



Signature

2-8-18

Date

**RETURN WITH BID CONTRACT 18-3 ROYAL HEIGHTS SUBDIVISON**

**AFFIDAVIT IN COMPLIANCE WITH  
SECTION 3517.13 OF THE OHIO REVISED CODE  
(Corporation or Business Trust)  
(R.C. 3517.13(J)(3))**

PO# \_\_\_\_\_ /Quote# \_\_\_\_\_

STATE OF OHIO

COUNTY OF Hamilton SS:

I, the undersigned, after being first duly cautioned and sworn, state the following with respect to Section 3517.13 of the Ohio Revised Code:

1. I am Scott Rack and I am employed as V.P.  
[Name] [Title]  
for Rack & Ballavan Excavating Co., Inc.  
[Name of Corporation/Business Trust]

2. In my position as V.P., I have the authority to make the  
[Title]  
certifications contained herein on behalf of Rack & Ballavan Excavating Co., Inc.  
[Name of Corporation/Business Trust]

3. On behalf of Rack & Ballavan Excavating Co., Inc. I do hereby certify that all of  
[Name of Corporation/Business Trust]  
the following persons, if applicable, are in compliance with division (J)(1) of Section 3517.13 of the Ohio Revised Code:

- (a) Each owner of more than twenty per cent of the corporation or business trust;
- (b) Each spouse of an owner of more than twenty per cent of the corporation or business trust;
- (c) Each child seven years of age to seventeen years of age of an owner of more than twenty per cent of the corporation or business trust;
- (d) Any political action committee affiliated with the corporation or business trust;
- (e) Any combination of persons identified in (a) through (d) of this section.

4. I further certify that if Rack & Ballavan Excavating Co., Inc. is awarded a  
[Name of Corporation/Business Trust]  
contract, the following persons shall, beginning on the date the contract is awarded and extending until one year following the conclusion of that contract, maintain compliance with division (J)(2) of Section 3517.13 of the Ohio Revised Code:

- (a) An owner of more than twenty per cent of the corporation or business trust;
- (b) A spouse of an owner of more than twenty per cent of the corporation or business trust;
- (c) A child seven years of age through seventeen years of age of an owner of more than twenty per cent of the corporation or business trust;
- (d) Any political action committee affiliated with the corporation or business trust;

RETURN WITH BID CONTRACT 18-3 ROYAL HEIGHTS SUBDIVISION

(e) Any combination of persons identified in (a) through (d) of this section.

5. I do hereby acknowledge that to knowingly make any false statement herein may subject me and/or RACK, Baldwin Excavating Co. to the penalties set forth in Section [Name of Corporation/Business Trust] 3517.992 of the Ohio Revised Code.

Further, Affiant sayeth naught.

[Signature]

V.P.  
[Title]

Sworn to before me, and subscribed in my presence, this 8 day of February, 2018.

[Signature]  
Notary Public - State of OHIO

My Commission Expires: 5-18-2021



JAKLINA OBEDNIKOVSKI  
Notary Public, State of Ohio  
My Commission Expires 05-18-2021

RETURN WITH BID CONTRACT 18-3 ROYAL HEIGHTS SUBDIVISION

**Bid Tabulations**  
**Royal Heights Neighborhood Improvements**

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
<b>ROADWAY</b>					
201	CLEARING AND GRUBBING, AS PER PLAN	1	LUMP	18110	18110
202	PAVEMENT REMOVED, ASPHALT	13,650	SQ YD	8	109200
202	PAVEMENT REMOVED, ASPHALT (DRIVEWAY)	154	SQ YD	15	2310
202	PAVEMENT REMOVED (DRIVEWAY)	1,944	SQ YD	10	19440
202	WALK REMOVED	44,487	SQ FT	1	44487
202	CURB REMOVED	11,250	FT	5	56250
202	TREE REMOVED, 8" & OVER	23	EACH	1750	40250
202	PIPE REMOVED, 24" AND UNDER	4,375	FT	5	21875
202	PIPE REMOVED, OVER 24"	375	FT	10	3750
202	CATCH BASIN REMOVED	28	EACH	370	10360
202	MANHOLE REMOVED	28	EACH	550	15400
203	EXCAVATION	104	CY	50	5200
203	EMBANKMENT	199	CY	50	9950
204	SUBGRADE COMPACTION	13,538	SQ YD	2.25	30460.50
204	PROOF ROLLING	8	HR	180	1440
204	EXCAVATION OF SUBGRADE	4,515	CU YD	17	76755
204	GRANULAR EMBANKMENT, ODOT TYPE B OR C	4,515	CU YD	39	176085
653	TOPSOIL FURNISHED AND PLACED	790	CU YD	52	41080
659	SEEDING AND MULCHING	7,100	SQ YD	1.25	8875
659	WATER	33	MGAL	25	825
861	GEOGRID FOR SUBGRADE STABILIZATION	13,540	SQ YD	1	13540
SPL	*6" PVC SANITARY LATERAL (AS DIRECTED BY THE ENGINEER)	240	FT	60	14400
<b>PAVEMENT</b>					
301	6" ASPHALT CONCRETE BASE, PG64-22	2,256	CU YD	127	286512
304	6" AGGREGATE BASE	2,256	CU YD	48	108288
407	TACK COAT FOR INTERMEDIATE COURSE	1,587	GAL	4	6348
441	1-1/2" ASPHALT CONCRETE SURFACE COURSE, TYPE (448), PG64-22	564	CU YD	143	80652
441	1" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2 (448)	376	CU YD	143	53768
452	7" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC1	1,968	SQ YD	72	141696
608	CURB RAMP	560	SQ FT	15.50	8680
608	5" CONCRETE WALK	44,707	SQ FT	6.90	308478.30
608	7" CONCRETE WALK	11,013	SQ FT	7.60	83698.80
609	28" ROLL CURB, TYPE 3, AS PER PLAN	11,263	FT	17.60	198228.80
<b>DRAINAGE</b>					
518	*6" PIPE DOWNSPOUT, INCLUDING SPECIALS	1,850	FT	30	55500
518	6" NON-PERFORATED CORRUGATED PLASTIC PIPE	10,250	FT	5.75	58937.50
611	12" CONDUIT, TYPE B	2,266	FT	89	201674
611	12" CONDUIT, TYPE C	24	FT	40	960
611	15" CONDUIT, TYPE B	224	FT	70	15680
611	18" CONDUIT, TYPE B	51	FT	270	11730
611	21" CONDUIT, TYPE B	331	FT	91	30121
611	24" CONDUIT, TYPE B	10	FT	270	2700
611	27" CONDUIT, TYPE B	10	FT	300	3000
611	CATCH BASIN NO. 3	27	EACH	3550	95850
611	CATCH BASIN NO. 3A	19	EACH	2650	50350
611	CATCH BASIN NO. 6	1	EACH	2500	2500
611	MANHOLE NO. 3	22	EACH	3000	66000
611	MANHOLE ADJUSTED TO GRADE	52	EACH	550	28600
611	WATER QUALITY STRUCTURE	2	EACH	38000	76000
605	4" BASE PIPE UNDERDRAIN	10,250	FT	5.75	58937.50
837	LINER PIPE, 27", 707.34	289	FT	208	60112

MISCELLANEOUS					
614	MAINTENANCE OF TRAFFIC, AS PER PLAN	1	LUMP	30660	30660
623	CONSTRUCTION LAYOUT	1	LUMP	19000	19000
624	MOBILIZATION	1	LUMP	50000	50000
632	EROSION CONTROL	46,085	EACH	1	46085
SPL	PERFORMANCE BOND	1	LUMP	46000	46000
SPL	SORM SEWER "AS-BUILT" DRAWINGS	1	LUMP	2500	2500
TRAFFIC CONTROL					
630	SIGN, FLAT SHEET, TYPE G, AS PER PLAN	150	SQ FT	20	3000
630	GROUND MOUNTED SUPPORT, NO. 3 POST	405	FT	10	4050
644	STOP LINE	12	FT	33.25	399
644	CROSSWALK LINE	28	FT	31.15	872.20
<b>Total</b>					<b>3017610.60</b>
BID ALTERNATE A					
204	GEOTEXTILE FABRIC	13,540	CU YD	160	8124
204	EXCAVATION OF SUBGRADE	4,515	CU YD	17	76755
203	GRANULAR EMBANKMENT	4,515	CU YD	39	176085
<b>Total Bid Alternate A</b>					<b>260964</b>
BID ALTERNATE B					
611	27" CONDUIT, TYPE B	150	FT	105	15750
<b>Total Bid Alternate B</b>					<b>15750</b>

FF  
FF  
FF

## Royal Heights Neighborhood Improvements - BID ALTERNATE C

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
<b>JACKIES DRIVE</b>					
254	PAVEMENT PLANIN, ASPHALT CONCRETE	1,452	SQ YD	2	2904
407	TACK COAT FOR INTERMEDIATE COURSE	131	GAL	4	524
441	1-1/2" ASPHALT CONCRETE SURFACE COURSE, TYPE (448), PG64-22	60	CU YD	156	9360
Street Total					12788
<b>LYNESS DRIVE</b>					
254	PAVEMENT PLANIN, ASPHALT CONCRETE	1,165	SQ YD	2	2330
407	TACK COAT FOR INTERMEDIATE COURSE	105	GAL	4	420
441	1-1/2" ASPHALT CONCRETE SURFACE COURSE, TYPE (448), PG64-22	49	CU YD	156	7644
Street Total					10394
<b>ROYAL HEIGHTS DRIVE</b>					
254	PAVEMENT PLANIN, ASPHALT CONCRETE	1,028	SQ YD	2	2056
407	TACK COAT FOR INTERMEDIATE COURSE	93	GAL	4	372
441	1-1/2" ASPHALT CONCRETE SURFACE COURSE, TYPE (448), PG64-22	43	CU YD	156	6708
Street Total					9136
<b>MELLOWBROOK COURT</b>					
254	PAVEMENT PLANIN, ASPHALT CONCRETE	850	SQ YD	2	1700
407	TACK COAT FOR INTERMEDIATE COURSE	77	GAL	4	308
441	1-1/2" ASPHALT CONCRETE SURFACE COURSE, TYPE (448), PG64-22	35	CU YD	156	5460
Street Total					7468
<b>LEGROVE CIRCLE</b>					
254	PAVEMENT PLANIN, ASPHALT CONCRETE	789	SQ YD	2	1578
407	TACK COAT FOR INTERMEDIATE COURSE	71	GAL	4	284
441	1-1/2" ASPHALT CONCRETE SURFACE COURSE, TYPE (448), PG64-22	33	CU YD	156	5148
Street Total					
<b>ALL STREETS</b>					
614	MAINTENANCE OF TRAFFIC	1	LS	2000	2000
<b>Total Bid Alternate C</b>					<b>48796</b>

## Royal Heights Neighborhood Improvements - BID ALTERNATE D

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
<b>JACKIES DRIVE</b>					
202	WALK REMOVED	5,862	SF	1	5862
202	PAVEMENT REMOVED	162	SY	8	1296
608	5" CONCRETE WALK	3,750	SF	6.90	25875
608	7" CONCRETE WALK - DRIVE APRON	2,112	SF	7.60	16051.20
452	7" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC1	162	SY	72	11664
Street Total					60748.20
<b>LYNESS DRIVE</b>					
202	WALK REMOVED	4,822	SF	1.00	4,822.00
202	PAVEMENT REMOVED	113	SY	8.00	904.00
608	5" CONCRETE WALK	3,150	SF	6.90	21,735.00
608	7" CONCRETE WALK - DRIVE APRON	1,672	SF	7.60	12,707.20
452	7" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC1	113	SY	72.00	8,136.00
Street Total					
<b>ROYAL HEIGHTS DRIVE</b>					
202	WALK REMOVED	3,551	SF	1.00	3,551.00
202	PAVEMENT REMOVED	91	SY	8.00	728.00
608	5" CONCRETE WALK	2,495	SF	6.90	17,215.50
608	7" CONCRETE WALK - DRIVE APRON	1,056	SF	7.60	8,025.60
452	7" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC1	91	SY	72.00	6,552.00
Street Total					
<b>MELLOWBROOK COURT</b>					
202	WALK REMOVED	2,918	SF	1.00	2,918.00
202	PAVEMENT REMOVED	110	SY	8.00	880.00
608	5" CONCRETE WALK	1,950	SF	6.90	13,455.00
608	7" CONCRETE WALK - DRIVE APRON	968	SF	7.60	7,356.00
452	7" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC1	110	SY	72.00	7,920.00
Street Total					
<b>LEGROVE CIRCLE</b>					
202	WALK REMOVED	2,709	SF	1.00	2,709.00
202	PAVEMENT REMOVED	85	SY	8.00	680.00
608	5" CONCRETE WALK	2,005	SF	6.90	13,834.50
608	7" CONCRETE WALK - DRIVE APRON	704	SF	7.60	5,350.40
452	7" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC1	85	SY	72.00	6,120.00
Street Total					
<b>ALL STREETS</b>					
614	MAINTENANCE OF TRAFFIC	1	LS	2,000.00	2,000.00

**Total Bid Alternate D**

**208,348.20**

**Bid E**

**Royal Heights Improvements - Greater Cincinnati Water Works**

Date: 1/17/2018

Project # 160539

<i>ITEM NO.</i>	<i>ITEM DESCRIPTION</i>	<i>QTY</i>	<i>UNIT</i>	<i>UNIT PRICE</i>	<i>TOTAL</i>
509	REINFORCING STEEL	4,018	LBS	0.01	40.18
602	BRICK MASONRY *	1	CY	0.01	0.01
604	ADJUST EXISTING VALVE CHAMBER TO GRADE	1	EACH	750.00	750.00
637	SHEETING AND BRACING ORDERED LEFT IN PLACE *	1	MFB H	0.01	0.01
1101	FURNISHING AND LAYING 6" DUCTILE IRON PIPE AND FITTINGS	1,363	FT	98.00	133,574.00
1101	FURNISHING AND LAYING 8" DUCTILE IRON PIPE AND FITTINGS	6,530	FT	94.00	613,870.00
1110	CONCRETE, CLASS "C"	24	CY	0.01	0.24
1112	HAULING AND INSTALLING FIRE HYDRANT	21	EACH	1,150.00	24,150.00
1114	REMOVING FIRE HYDRANT	18	EACH	250.00	4,500.00
1115	FURNISHING AND INSTALLING FIRE HYDRANT EXTENSION, 6" LONG	10	EACH	350.00	3,500.00
1115	FURNISHING AND INSTALLING FIRE HYDRANT EXTENSION, 12" LONG	6	EACH	450.00	2,700.00
1115	FURNISHING AND INSTALLING FIRE HYDRANT EXTENSION, 18" LONG	5	EACH	550.00	2,750.00
1116	FURNISHING AND INSTALLING VALVE BOX COMPLETE	44	EACH	180.00	7,920.00
1116	FURNISHING AND INSTALLING VALVE BOX WITH 1" AIR RELEASE COMPLETE	25	EACH	500.00	12,500.00
1119	ADDITIONAL EXCAVATION *	5	CY	0.01	0.05
1120	EXPLORATORY EXCAVATION *	5	CY	0.01	0.05
1122	REMOVING EXISTING MANHOLE CURB AND COVER	27	EACH	250.00	6,750.00
1122	REMOVING EXISTING VALVE BOX	15	EACH	125.00	1,875.00
1123	CHANGING 8" AND UNDER PIPE SEWER *	25	FT	25.00	625.00
1123	CHANGING 10" THRU 24" PIPE SEWER *	25	FT	0.01	0.25
1126	FURNISHING AND INSTALLING 1" COPPER SERVICE PIPE W/ AQUA SHIELD	10	FT	61.00	610.00
1126	FURNISHING AND INSTALLING 3/4" COPPER SERVICE PIPE W/ AQUA SHIELD	2,177	FT	5.00	10,885.00
1128	RECONNECTING EXISTING 3/4" SERVICE BRANCH	106	EACH	715.00	75,790.00
1128	RECONNECTING EXISTING 1" SERVICE BRANCH	1	EACH	800.00	800.00
1131	FURNISHING AND INSTALLING CURB AND ROADWAY BOX (RECONNECT)	83	EACH	250.00	20,750.00
1131	FURNISHING AND INSTALLING CURB AND ROADWAY BOX (RENEW)	129	EACH	1,110.00	143,190.00

**Total**

**1,067,479.79**

\* Contingency Item

**ROYAL HEIGHTS SUBDIVISION IMPROVEMENTS  
UNOFFICAL BID TABULATION**

UNIT PRICE BID FOR THE SUPPLEMENTAL ITEMS TO BE THE SAME AS UNIT PRICE ON THE BASE ITEMS. THE LOW BIDDER SHALL BE DETERMIND ON BASIS OF TOTAL (BASE BID PLUS SUPPLEMENTAL BID). IF THE BIDDER FAILS TO ADHERE TO THE NOTE (UNIT PRICE BID FOR THESE SUPPLEMENTAL ITEMS TO BE SAME AS UNIT PRICE BID ON BASE BID ITEMS, THE ROAD SUPERINTENDENT SHALL USE THE BIDDER'S BASE BID PRICE FOR THESE ITEMS TO ARRIVE AT THE TOTAL BID.

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1) SUBTOTAL OF ROYAL HEIGHTS SUBDIVISION IMPROVEMENTS	\$ <u>3,017,610.60</u>
2) SUBTOTAL OF BID ALTERNATE ( A,B,C,D)	\$ <u>533,858.20</u>
3) SUBTOTAL OF WATER WORKS ITEMS (BID E)	\$ <u>1,067,479.79</u>
4) TOTAL UNOFFICAL BID (ADD 1+2+3 = 4)	\$ <u>4,618,948.59</u>

DATE 2-8-2018

Rack & Ballauer Excavating Co, Inc.  
PRINT NAME BIDDER (COMPANY)



SIGNATURE

Scott Rack  
PRINT NAME

**UNOFFICAL BID TABULATION MUST BE COMPLETED AND RETUREND WITH  
BID**

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**OPWC PROPOSAL NOTES -- For insertion into Bid Documents (Rev 6/16)**

**1. STEEL PRODUCTS MADE IN THE UNITED STATES**

Domestic steel use requirements as specified in Ohio Revised Code §153.011 apply to this project. Copies of §153.011 can be obtained from any of the offices of the department of administrative services or through <http://codes.ohio.gov/orc/153.011>.

**2. PREVAILING WAGES ON STATE PROJECTS WITH NO FEDERAL-AID (Should this project contain Federal-aid funds then Federal Prevailing Wages must be paid. Contact the appropriate Federal funding agency for language.)**

This contract is subject to Ohio Prevailing Wage Laws, Chapter 4115 of the Ohio Revised Code and the Contractor and all subcontractors shall comply with all provisions contained therein or as otherwise provided by this note. The Contractor guarantees that the prevailing wage scale to be paid to all laborers and mechanics employed on this contract shall be in accordance with the schedule of the prevailing hourly wage and fringe benefits as determined by the Ohio Department of Commerce for the county in which the work is being performed. The failure to pay prevailing wages to all laborers and mechanics employed on this project shall be considered a breach of contract. Such a failure may result in the revocation of the contractor's and/or subcontractor's certificate of qualification and debarment. A schedule of the most current prevailing wage rates may be accessed by logging in/registering with the Ohio Department of Commerce, Labor and Worker Safety Division, Wage and Hour Bureau at the following web address:

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

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

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

The wage and fringe rates determined for this project or as may be later modified, shall be posted by the Contractor in a prominent and accessible place on the project, field office, or equipment yard where they can be easily read by the workers or otherwise made available to the workers. On the first pay date of contract work the Contractor and all subcontractors shall furnish each employee covered by prevailing wage a completed form (WHPW-1512) in accordance with section 4115.05 of the Ohio Revised Code, showing the classification, hourly pay rate, and fringes, and identifying the public authority's Prevailing Wage Coordinator, if such employees are not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of labor. These forms shall be signed by the Contractor or subcontractor and the employee and kept in the Contractor's or subcontractor's payroll files.

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

The Contractor and all subcontractors shall make all of its payroll records available for inspection, copying

**CERTIFICATE OF COMPLIANCE FOR EEO PURPOSES:**

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

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

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

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

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

**BIDDER'S AFFIRMATIVE ACTION REQUIREMENTS:**

Each prime contract bidder must submit an affirmative action program regarding equal employment opportunity to and receive approval from the State Equal Employment Opportunity (EEO) Coordinator prior to the bid opening, **OR** the prime contract bidder must have evidence within its bid adoption of the minority and female utilization work hour utilization goals and the specific affirmative action steps set forth in 123:2-3 through 123:2-9 of the Ohio Administrative Code.

>>> Has the prime contract bidder prepared and submitted an Affirmative Action Program to the State Equal Employment Opportunity Coordinator and that program has been approved by the State Equal Employment Opportunity Coordinator prior to the bid opening ?  Yes  No

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

**BIDDER'S EEO COVENANTS:**

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

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

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

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

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

**BIDDER'S CERTIFICATION:**

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

  
\_\_\_\_\_  
Signature of Authorized Officer

2 / 8 / 2018  
Date

V.P.  
\_\_\_\_\_  
Title

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