



West Chester

— OHIO —

Where families grow and businesses prosper

Invitation for Bids

Administration Building Roof Replacement

West Chester Township, Butler County, Ohio
September 2, 2024

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LEGAL AD AND NOTICE TO BIDDERS

NOTICE TO BIDDERS: West Chester Township is soliciting competitive proposals for furnishing the labor, materials, and equipment necessary to replace the roof at the West Chester Administration Building located at 9113 Cincinnati Dayton Road, West Chester, OH 45069, subject to the terms and conditions of the Invitation for Bid and accompanying contract documents.

Sealed bids will be received by the West Chester Township Board of Trustees of Butler County, Ohio at the Township Administrative Office, 9113 Cincinnati Dayton Road, at 10:00 a.m. local time on Tuesday, October 22, 2024 and opened immediately thereafter. West Chester Township shall only award the contract to the lowest responsive and responsible bidder pursuant to O.R.C. Section 9.312(c). Bids submitted must be clearly marked with the respondent's name and address and be labeled "Administration Building Roof Replacement" on the outside of the envelope. A Pre-Bid Meeting will be held at 9:00 a.m. Tuesday, October 1, 2024 at the above address to review the project location and site conditions.

Copies of the bid documents, including project plans and specifications, may be picked up at the West Chester Administration building located at 9113 Cincinnati Dayton Rd., West Chester, Ohio 45069 September 16, 2024 – October 4, 2024 Monday through Friday from 8:30 a.m. until 4:30 p.m., or call 513-777-5900 to request bid documents to be emailed. The last day to submit questions is October 4, 2024. All questions are to be sent to jwhittaker@westchesteroh.org. If needed, an addendum will be posted to the Township website by October 11, 2024.

In accordance with ORC 153.54, each bid must be accompanied by a bid bond, letter of credit, or certified check equal to 10% of the bid price. No proposals will be considered unless submitted on bid forms furnished by West Chester Township.

The Board of Trustees reserves the right to waive any irregularities and/or informalities and to award contracts to the Bidder they deem most capable of successfully executing the scope of the project and meeting the completion dates. This project will comply with all of the guidelines for prevailing wage. This project is tax exempt.

By Order of West Chester Township Board of Trustees

PREPARATION OF BID

Blank unit prices will be considered an invalid bid EXCEPT in the case of optional designs (projects where the bidder is required to bid on only one design). Unit prices of zero are not permitted at any time.

Addenda and/or amendments must be acknowledged in the miscellaneous section.

In accordance with ORC 153.54, each bid must be accompanied by a bid bond, letter of credit, or certified check equal to 10% of the bid.

The successful bidder must furnish a performance bond and a payment bond in an amount equal to one hundred percent (100%) of the contract's amount.

Any bid received after 10:00 a.m. on the scheduled day of opening will receive no further consideration for award. The Department will not be responsible for a late bid due to failure of the bidder to allow sufficient time for delivery of the bid.

GENERAL INSTRUCTIONS TO BIDDERS

1. The Board of West Chester Township Trustees reserves the right to reject any or all Bids and, unless otherwise specified by the Bidder, to accept any item in the Bid. In case of error in extending the total amount of the Bid, the unit price will govern.
2. Discounts allowed for payment of invoices will not be used in calculating the amount of the Bid. Unless otherwise stated in the Bid, time in connection with the discount offered will be computed from the date of delivery of the supplies or services to carrier when final inspection and acceptance are the point of origin, or from the date of delivery or acceptance at destination when final inspection and acceptance are at this point, or from the date correct bill or claim voucher properly certified by the Contractor is received, if the later date is later than the date of delivery and acceptance. Partial payments may be made upon presentation of properly executed invoices unless otherwise stated herein.
3. In case of default by the Contractor, the West Chester Township Trustees may procure the articles or services from other sources and hold the Contractor responsible for any excess costs occasioned thereby.
4. Prices should be stated in units or quantities specified.
5. Prices quoted, unless otherwise stated by the Bidder, will be considered as being based on delivery to destination as designated, and to include any charges for packing, crating, containers, etc., and being in strict accordance with the specifications as shown.
6. Whenever a reference is made in the Specifications or in describing the material, supplies, or services, required, of a particular trade name or manufacturer's catalog or model number, the Bidder, if awarded the Contract, will be required to furnish the particular item referred to in strict accordance with the Specifications and descriptions UNLESS a departure or substitution is clearly noted and described in the Bid submission.
7. The Bidder, if awarded a Contract or Order, agrees to protect, defend, and hold harmless the Board of Township Trustees against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or from a part of the work covered by either Order or Contract, and the Contractor and subcontractor further agrees to release, indemnify, and hold harmless to West Chester Township, its officers, employees, and Representative for loss, damage, or injury from any act or omissions of the Contractor or subcontractors, and hereby, specifically waives its immunity under the State of Ohio. To this extent, the Bidder or Contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the Board of Township Trustees, wherever such insurance, in the opinion of the Board, is deemed necessary.
 - a. The Contractor shall not commence work under this Contract until he has obtained all the insurance required hereunder and such insurance has been approved by West Chester Township; nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Approval of the insurance by the Township shall not relieve or decrease the liability of the Contractor or subcontractors hereunder.
8. Samples, when requested, are returned at the Bidder's expense.
9. Bidder agrees to comply with any new laws or acts regulating public buying procedure.

10. Separate Bids must be submitted with each reference number.
11. Bids having erasures or corrections thereon will be rejected unless explained or noted over the signature of the Bidder.
12. References in the Specifications or in describing the material, supplies, or services required of a particular trade name, manufacturer's catalog, or model number are made for descriptive purposes to guide in interpreting the type of materials, supplies, or nature of the work desired. They should not be construed as excluding Bids on other types of materials, supplies, or of performing the work in a manner other than specified. However, the Bidder's attention is called to item 6 as shown above, which condition must be strictly adhered to.
13. The Contractor shall guarantee that the Contractor will keep all work done under this Contract in good condition and repair for a term of one (1) year. Any work that becomes defective in any manner, which in the opinion of the Township Administrator or their Agent requires repair or replacement, shall be removed and replaced with new work by the Contractor at the Contractor's expense. Portions of sections shall not be patched or repaired, but when repairs are ordered, the entire section or sections shall be removed and replaced with new materials. All materials and workmanship in making repairs shall conform in every respect to the requirements of this specification.
14. Bids will be received as set forth in the Legal Notice and in the Bid Forms. No Bid will be considered which is not based on the specifications in these bid documents. Should conflict occur in or between Drawings and Specifications, the Contractor is deemed to have estimated on the more expensive way of doing the work, unless the Contractor shall have asked for and obtained a written decision before submission of the Bid as to which method or materials will be required.
15. Bids must be made on blank forms included in Bidding Documents prepared for West Chester Township. No Bid will be considered unless made on said Bid Forms, and any change in the working of the Bid Form may cause it to be rejected as not complying with the law. Envelopes must be sealed when submitted with the information requested on the face of the envelope furnished in detail.
 - a. Bids must be sealed and clearly marked "Administration Building Roof Replacement" and mailed or delivered to: West Chester Township Fiscal Officer, 9113 Cincinnati Dayton Road, West Chester, Ohio 45069.
 - i. *Bids must be **received** prior to the specified time of opening and reading as designated in the Invitation for Bid in order to be considered.*
16. The Bids must be properly signed and contain the full name or name of the party or parties making same. The firm, corporate, or individual name of the Bidder must be signed by the Bidder in the space provided for the signatures on the Bid Form. In the case of a corporation, the title of the Officer signing must be stated. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of firm." In the case of an individual, use the term "doing business as," or "Sole Owner".
17. The Bidder should take the following precautions in preparing Bid Documents:
 - a. Sign the Bid.
 - b. Make sure the Bid Bond is properly executed and signed by:
 - i. The Bidder
 - ii. The Surety or Sureties
 - iii. Witness

1. ***No Proposal will be considered unless the Bid Bond is signed and witnessed.***
 - c. Make sure that the amount of the Bid Bond is sufficient to equal the total amount of all items on the Bid.
 - d. Make sure that the Bid and Bid Bond are made out in the blank forms specified herein, without change, alteration, or addition.
18. Where several brands, makes, devices, or equipment are mentioned in these specifications and where the Contractor fails to state in the Bid that the Contractor prefers to furnish any particular one, the Township shall have the right to choose any one of those so mentioned without change in price. When the terms "or equal" or "or approved equal" are used, the Bidder shall state in the Bid what products or products the Bidder proposes as equal, or if successful in the bid, the Contractor shall list such items before the signing of the Contract. If the Township rules that the proposed "equal" is not acceptable, the Bidder shall provide, at no change in cost, a specified product.
19. The Contractor shall, within fifteen (15) days of signing Contract and not less than thirty (30) days preceding the first application for payment, file with the Township or its Representative an itemized schedule of values of the various portions of the work with itemized breakdown of separated LABOR & MATERIALS cost, including quantities, if required, to be used to verify work claimed in Application for Payment.
 - a. Breakdown cost to be itemized per each section of the Specifications. It shall be supported by whatever data is required to substantiate its correctness, and each item shall include its proper share of overhead and profit.
 - b. This schedule is to be submitted with monthly requests for payments and will be used only as a basis for Contractor's Application for Payment. It shall be approved by the Township.
20. Final payment will be made within thirty (30) days after the completion and acceptance of all work required and the release of all claims against the Township as specified. All prior estimates and payments, including those relating to extra work, shall be subject to correction by this payment. The final payment shall not become due until the Contractor submits to the Township the following additional requirements:
 - a. All subcontractors Final Affidavit and Waiver of Lien and Acknowledgment of Payments
 - b. All Material Suppliers Final Affidavit and Waiver of Lien & Acknowledgment of Payments
 - c. Warranties, Guarantees, and Certificates required by Bid Documents
 - d. All Guarantees of Work dating from the day of the Township's written Acceptance of Structure
 - e. Completion of all Punch List Items to the satisfaction of the **Township**
21. Materials Safety Data Sheets (MSDS): All subcontractors to supply Contractor with MSDS copies all materials used at the Project site. Contractor to have MSDS copies available at the Project site at all times.

TAXES

OHIO SALES TAX: Not applicable to Township purchases

FEDERAL EXCISE TAX: Not applicable to purchases for essential government functions

DRUG-FREE SAFETY PROGRAM

During the life of this project, the Contractor and all its subcontractors that provide labor on the project site must be enrolled in and remain in good standing in the Ohio Bureau of Worker's Compensation (OBWC) Drug-Free Workplace Program (DFSP) or a comparable program approved by the OBWC.

In addition to being enrolled in and in good standing in an OBWC-approved DFWP or a comparable program approved by the OBWC, the Township requires each contractor and subcontractor that provides labor to subject its employees who perform labor on the project site to random drug testing of 5 percent of its employees. The random drug testing percentage must also include the on-site supervisors of the contractors and subcontractors. Upon request, the Contractor and subcontractor shall provide evidence of required testing to the department.

Each subcontractor shall require all lower-tier subcontractors that provide labor on the project site with whom the subcontractor is in contract for the Project work to be enrolled in and be in good standing in the OBWC DFWP or an OBWC-approved DFSP prior to a lower-tier subcontractor providing labor at the Site.

The Township will declare a bid non-responsive and ineligible for award if the Contractor is not enrolled and in good standing in the Ohio Bureau of Workers' Compensation's Drug-Free Workplace (DFSP) Discount Program or a similar program approved by the Bureau of Workers' Compensation within 8 days of the bid opening. Furthermore, the Township will deny all requests to sublet when the subcontractor does not comply with the provisions of the Bid documents.

Failure of the Contractor to require a subcontractor to be enrolled in and be in good standing in the OBWC DFWP or an OBWC-approved DFWP prior to the time that the subcontractor provides labor at the Project site shall result in the Contractor being found in breach of the Contract, and that breach shall be used in the responsibility analysis of that Contractor or the subcontractor who was not enrolled in a program for future contracts with the Township for 5 years after the date of the breach.

PREVAILING WAGE

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 termination of the Contract and debarment.

The Contractor and all subcontractors shall pay all wages and fringe benefits by company check. All payroll records and canceled paychecks shall be maintained for at least three years after final acceptance. The Contractor's and all subcontractors' payroll records and canceled paychecks shall be made available for inspection by the Township and the U.S. Department of Labor upon request anytime during the life of the Contract and for three years thereafter by the U.S. Department of Labor. Additionally, the Contractor and all subcontractors shall permit such representatives to interview any employee during working hours while the employee is on the job.

The wage and fringe rates determined for this project shall be posted by the Contractor in a prominent and accessible place on the project site, field office, or equipment yard where they can be easily read by the workers.

The Contractor shall submit to the designated Department representative certified payrolls for the Contractor and all subcontractors each week beginning three weeks after the start of work. These payrolls shall be on a Form WH-347 or equivalent and shall show the following:

1. Employee name, address, social security number, classification, and hours worked
2. The basic hourly and overtime rate paid, total pay, and the manner in which fringe benefit payments have been irrevocably made
3. The Project number and pay week dates
4. Signature of an authorized company representative on the certification statement

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. Please be aware that it is ultimately the responsibility of the Contractor to ensure that all laws relating to prevailing wages in the USDOL Regulations, Title 29, parts 1 and 5, are strictly adhered to by all subcontractors on the project. If the Contractor or any subcontractor fails to comply with any of the provisions contained in this proposal note, the Department may terminate the Contract, debar the Contractor or subcontractor, and/or withhold or suspend pay estimates after written notice and a reasonable opportunity to comply has been provided.

ANTI-KICKBACK ACT

SUMMARY

Section Includes: Statement according to Title 18, U.S.C., Section 874

KICKBACKS FROM PUBLIC WORKS EMPLOYEES

Contractors and Township shall fully comply with Title 18, U.S.C. 874 and as supplemented by the Department of Labor Regulations (29 CFR, Part 3), titled the Copeland Anti-Kickback Act.

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever, induces any person employed in the construction, prosecution, completion, or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$10,000 or imprisoned not more than 5 years, or both.

CLEAN AIR ACT AND CLEAN WATER ACT

SUMMARY

Section Includes: Clean Air Act and Clean Water Act provisions according to the Clean Air Act of 1970.

CLEAN AIR ACT AND CLEAN WATER ACT

The Contractor agrees to comply with federal clean air and water standards during the performance of this Contract and specifically agrees to do the following:

1. The term "facility" means (a) any building, plant, installation, structure, mine, vessel, or other floating craft, location, or site of operations (b) owned, leased, or supervised, (c) by the Contractor and/or subcontractor (d) for the construction, supply, and service contracts entered into by the Contractor;
2. That any facility to be utilized in the accomplishment of this Contract becomes listed on the EPA list, this Contract may be canceled, terminated or suspended in whole or in part;
3. That in the event a facility utilized in the accomplishment of this Contract becomes listed on the EPA list, this Contract may be canceled, terminated, or suspended in whole or in part;
4. That it will comply with all requirements of Section 114 of the Clean Air Act and Section 308 of the Clean Water Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308, respectively, and all regulations and guidelines issued thereunder;
5. That it will promptly notify the government of the receipt of any notice from the Director, Office of Federal Activities, and/or Environmental Protection Agency indicating that any facility utilized or to be utilized in the accomplishment of this Contract is under consideration for listing on the EPA List of Violating Facilities;
6. That it will include the provisions of paragraphs 1 through 7 in every subcontract or purchase order entered into for the purpose of accomplishing this Contract, unless otherwise exempted pursuant to the EPA regulations implementing the Clean Air Act or Clean Water Act (40 CFR, Part 15.5), so that such provisions will be binding upon each subcontractor or vendor;
7. That in the event that the Contractor or the subcontractor for the construction, supply, and service contracts entered into for the purpose of accomplishing this Contract were exempted from complying with the above requirements under the provisions of 40 CFR, Part 15.5(a), the exemption shall be nullified should the facility give rise to a criminal conviction (See 40 CFR, part 15.20) during the accomplishment of this Contract. Furthermore, with the nullification of the exemption, the above requirements shall be effective. The Contractor shall notify the government as soon as the Contractor's or the subcontractor's facility is listed for having given rise to criminal conviction noted in 40 CFR, Part 15.20.

BID BOND INSTRUCTIONS

In accordance with Sections 153.571, Ohio Revised Code, each Bid is required to be accompanied by a Bid Guaranty in the form of either:

1. A Bid Bond for 100% of the amount of the bid in compliance with the above section
2. A certified check, cashier's check, or letter of credit made payable to West Chester Township in an amount equal to 10% of the total bid, in compliance with Ohio Revised Code, Chapter 1305

When a Bid is accepted, the Bidder must file a Performance Payment Bond and a Labor and Materials Payment Bond, in compliance with ORC Section 153.57, unless Bid Bond used was Alternate 1, which becomes Performance Payment Bond and Labor and Materials Payment Bond in the full amount of the contract upon the signage of it by the Principal.

NOTE: If the dollar line on the Bid Bond is left blank, the penal sum will be the full amount of the Principal's Bid, including alternates. Alternately, if completed, the amount stated must not be less than the full amount of the Bid, including alternates, in dollars and cents; a percentage amount is not acceptable. If left blank, upon award of the Contract, the amount of Contract will be entered and the surety will be notified.

EQUAL OPPORTUNITY EMPLOYMENT

SUMMARY

Section Includes: Equal Opportunity Employment statement and all other applicable resources available through the State Equal Employment Department.

CONDITIONS OF CONTRACT

1. *NONDISCRIMINATION:*

- a. During the performance of the Contract, the Contractor agrees that in the hiring of employees for the performance of work, including without limitation work performed by a subcontractor, no Contractor or subcontractor, and no person acting on behalf of the Contractor or subcontractor, shall, by reason of race, religion, national origin, age, sex, disability, Vietnam era Veteran status, or color, discriminate against any citizen in the employment of labor or workers who are qualified and available to perform the work to which the employment relates.
- b. The Contractor further agrees that no Contractor or subcontractor, and no person acting on behalf of the Contractor or subcontractor, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work on account of race, religion, national origin, age, sex, disability, Vietnam era Veteran status or color.
- c. The Contractor agrees that it will fully cooperate with the State Equal Opportunity Coordinator, and with any other official or agency of the state or federal government, which seeks to eliminate unlawful employment discrimination, and with all other state and federal efforts to assure equal employment practices under the Contract.
- d. In the event of the Contractor's noncompliance with the nondiscrimination clauses, the Contract may be terminated or suspended in whole or in part, and the Contractor may be declared not responsive or not responsible for further state contracts or such other sanctions as provided by law.

2. *STATE PUBLIC IMPROVEMENT CONTRACTS:*

- a. Any provision of a hiring hall contract or agreement which obligates a Contractor to hire, if available, only such employees as are referred to the Contractor by a labor organization shall be void as against public policy and unenforceable with respect to employment under any public improvement Contract, unless at the date of execution of such hiring hall contract or agreement, or within thirty (30) days thereafter, such labor organization has in effect procedures for referring qualified employees for hire without regard to race, religion, national origin, age, sex, disability, Vietnam era Veteran status, color, or ancestry, and unless such labor organization includes in its apprentice and journeymen membership, or otherwise has available for job referral without discrimination, qualified employees. GC-2 Lead Contractor May 2003.

3. *AFFIRMATIVE ACTION*

- a. Each Contractor shall comply with the Equal Opportunity Employment requirements set forth in Section 123:2-3 through 123:2-9, Ohio Administrative Code (OAC).
- b. Each /contractor shall demonstrate its good faith efforts to comply with the utilization goals currently established for minority and women employees and shall submit certain documentation to the Ohio Department of Administrative Services, Equal Opportunity Division (EOD), as required by Section 123:2, OAC.
- c. The Contractor shall provide monthly reporting of its workforce by the tenth (10) day of each month for the preceding month to the EOD. The Contractor shall submit the Ohio Construction Contract Information Report Input Form 29 (I-29) via the internet. The form and instruction for

completing the form are available at the EOD web site:
www.das.ohio.gov/eod/ccsubmitreportswitchboard.htm

**COVENANT B OF THE JANUARY 27, 1972
EQUAL EMPLOYMENT OPPORTUNITY EXECUTIVE ORDER
OF THE GOVERNOR OF OHIO**

During the performance of this contract, the Contractor agrees as follows:

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; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. 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 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 the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State Administering Agency advising the said labor union or workers' representatives of the Contractor's commitments under this covenant and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of the Department of Administrative Services, Division of Public Works (DPW) Regulation on Equal Employment Opportunity (EEO) and with the implementing rules, regulations, and applicable orders of the State Equal Employment Opportunity Coordinator.
5. The Contractor agrees to cooperate with the State Administering Agency, the State Equal Employment Opportunity Coordinator, and with any other official or agency of the state or federal government that seeks to eliminate unlawful employment discrimination, and with all other state and federal efforts to assure equal employment practices under this Contract. Said Contractor shall comply promptly with all requests and directions from the State Administering Agency, the State Equal Employment Opportunity Coordinator, and any of the State of Ohio's officials and agencies in this regard, both before and during construction.
6. Full cooperation as expressed in Paragraph 5 above, shall include, but not be limited to, being a witness and permitting employees to be witnesses and complainants in any proceeding involving questions or unlawful employment practices, furnishing all information and reports required by the DPW Regulation on EEO and by the rules, regulations, and orders of the State Equal Employment Opportunity Coordinator pursuant thereto, and permitting access to the Contractor's books, records,

and accounts by the State Administering Agency and the State Equal Employment Opportunity Coordinator for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further state contracts or state assisted construction contracts in accordance with procedures authorized in the DPW Regulations on EEO, and such other sanctions may be instituted and remedies invoked as provided in said regulation or by rule, regulation, or order of the State Equal Employment Opportunity Coordinator, or as otherwise provided by law. In the event this Contract is terminated for a material breach of said regulations, the Contractor shall become liable for any and all damages as a result of said breach.
8. The Contractor will include the portion of the sentence immediately preceding Paragraph 1 and the provisions of Paragraphs 1 through 8 in every subcontract or purchase order, unless exempted by rules, regulations, or orders of the State Equal Employment Opportunity Coordinator issued pursuant to Section 204 of the DPW Regulation on EEO, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the State Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. However, in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor, vendor or other party as a result of such direction by the State Administering Agency, the Contractor may request the State of Ohio to enter into such litigation to protect the interests of the State.

NOTICE: THE CONTRACTOR MUST COMPLY WITH THE PROVISIONS OF THE
GOVERNOR'S EXECUTIVE ORDER 84-9, DATED FEBRUARY 15, 1984, WHICH
REQUIRES

THE ESTABLISHMENT OF UNIFORM STATEWIDE GOALS FOR THE UTILIZATION OF
WOMEN ON STATE AND STATE-ASSISTED CONSTRUCTION CONTRACTS.

REQUIRED JOB SITE INFORMATION

1. *REQUIRED POSTINGS:*
 - a. Contractor shall ensure that the required postings with regard to the EEO, the Contractor's EEO, and the sexual harassment posters are posted in job trailers and gang boxes as required.
 - b. The Contractor agrees to maintain the Contractor's EEO documentation and sexual harassment policy on the job site at all times.
 - c. The Contractor shall further ensure that all subcontractors shall follow the items of this section and shall assume full responsibility for those subcontractors with regard to Equal Opportunity Employment as set forth by this section, State, and Federal Law.

AS PER PLAN DESIGNATION NOTE

If and where the “As Per Plan” designation has been added to some item descriptions in the Invitation for Bid (IFB) documents, it is to assist the contractors to easily identify standard items that have been altered by plan notes. However, its use is not intended to relieve the contractors of their responsibility to read, bid, and construct all items in accordance with all governing plan notes. Therefore, the absence of an “As Per Plan” designation on some item descriptions in the bid submission for which there are clear and controlling plan notes does not relieve the contractors of the responsibility to read, bid, and construct those particular items in accordance with the governing plan notes.

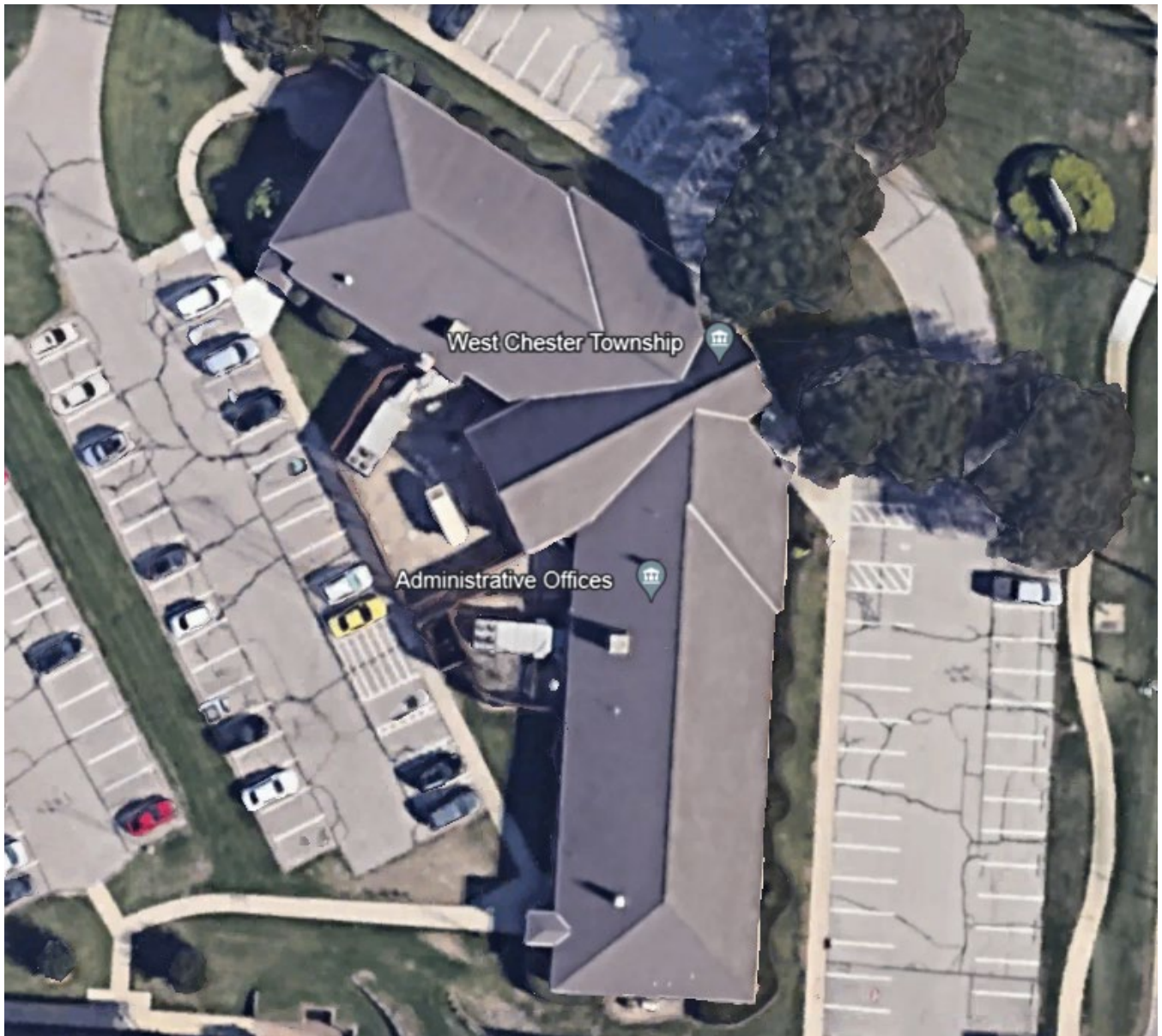
Be advised that the item descriptions in the bid submission must be read or interpreted with the governing plan notes. A claim based upon an “order of precedence” basis will be denied. In the event that a conflict, either real or perceived, exists between the item description and the governing plan note, the contractors are to request clarification through the pre-bid process.

SCOPE OF WORK

Provide all labor, material, and equipment for the following work:

1. Remove existing layer(s) of shingle roofing only down to the decking and dispose of properly from job site.
2. Inspect decking for any areas unacceptable to receive the new roofing and replace plywood as needed.
3. Furnish and install new ice and water shield membrane at all eave lines, valleys, curbs, chimney(s).
4. Furnish and install new synthetic underlayment over entire roof deck area.
5. Furnish and install new continuous T-drip edge metal at all rake edges
6. Furnish and install new continuous gutter apron metal at all eave lines.
7. Furnish and install new starter shingles at all eave and rake edges.
8. Furnish and install dimensional algae resistant shingles per manufacturer specifications. (Color TBD.)
9. Furnish and install new cap shingles.
10. Remove existing chimney flashing and replace with new base and counter flashing.
11. Furnish and install a metal pan flashing with 4" soldered corners for the chimney.
12. Furnish and install new 3"-4" soil pipe flange(s) and flash into the new roofing.
13. Furnish and install new step flashing at walls where required for water tightness.
14. Furnish and install new counter flashing at walls where required for water tightness.
15. Furnish and install new 29-gauge "w" formed pre-finished galvanized metal valley.
16. Furnish and install new shingle over ridge vent for attic ventilation.
17. Furnish and install new soldered pans, step, and counter flashing for HVAC curbs and flash into new roofing.
18. All gutters and ground to be cleaned free from dirt and debris.

SITE LAYOUT



Project Schedule

The schedule for this project is as indicated below. It may be modified at the discretion of West Chester Township. An addendum will be issued in the event of any schedule changes.

Project Milestone	Date/Time
Invitation for Bid Advertised	September 16, September 23, September 30, 2024
Pre-Proposal Meeting	October 1, 2024
Requests for Information Due	October 4, 2024
Answers to RFIs distributed	By October 11, 2024
Bid Submissions Due	October 22, 2024
Public Bid Opening	October 22, 2024
Notice to Most Qualified Bidder	By October 29, 2024
Pre-Construction Meeting	October 31, 2024
Contract Awarded at Board of Trustees	November 12, 2024
Contractor Site Access	November 13, 2024
Construction Complete	By February 28, 2025

ATTACHMENT A
REQUIRED FORMS

AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13
OF THE OHIO REVISED CODE

STATE OF _____

COUNTY OF _____ SS:

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

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

to be let by the County of Butler, who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the entity (corporation, business trust, partnership, other unincorporated business [including labor unions], association [including professional associations], estate, or trust):

1. That none of the following has individually made within the previous 24 months and that, if awarded a contract for the purchase of goods or services in excess of \$10,000 (aggregated) in a calendar year, none of the following individually will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions (on or after April 4, 2007) totaling in excess of \$1,000, to any member of the Butler County Board of Elections or their individual campaign committees:
 - a. myself;
 - b. any partner or owner or shareholder of the partnership (or other unincorporated business);
 - c. any shareholder of the association;
 - d. any administrator of the estate;
 - e. any executor of the estate;
 - f. any trustee of the trust;
 - g. any owner of more than 20% of the corporation or business trust (if applicable);
 - h. each spouse of any person identified in (a) through (c) of this section;
 - i. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (g) of this section (only applicable to contributions made on or after January 1, 2007).

2. That none of the following have collectively made within the previous 24 months, and that, if awarded a contract for the purchase of goods or services in excess of \$10,000 (aggregated) in a calendar year, none of the following collectively will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions (on or after April 4, 2007) totaling in excess of \$2,000, to any member of the Butler County Board of Elections or their individual campaign committees:
 - a. myself
 - b. any partner or owner or shareholder of the partnership (if applicable);
 - c. any shareholder of the association;
 - d. any administrator of the estate;
 - e. any executor of the estate;
 - f. any trustee of the trust;
 - g. any owner of more than 20% of the corporation or business trust (if applicable);
 - h. each spouse of any person identified in (a) through (c) of this section;

- i. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (g) of this section.

Signature: _____

Title: _____

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

Notary Public: _____

My Commission Expires: _____



**WEST CHESTER TOWNSHIP
FINANCE DEPARTMENT**

9113 Cincinnati-Dayton Road
West Chester, OH 45069-3840

T | 513-777-5900
F | 513-779-9369

westchesteroh.org

September 2, 2024

RE: Required Vendor Forms

Dear Prospective Vendor:

West Chester Township is pleased that you wish to do business with us. In order to set-up your business as a Township vendor, there are two forms that the Township requires. An IRS W-9 and **either** the OPERS Non-Member Acknowledgement form (PEDACKN) from the Ohio Public Employees Retirement System (OPERS) **or** this letter stating that you are exempt from the PEDACKN form.

The Non-Member Acknowledgement form from OPERS is to be completed if you are an individual who begins providing personal services to a public employer on or after January 7, 2013, but are not considered by the public employer to be a public employee and will not have contributions made to OPERS. *(If you're a vendor with less than five employees, and even if you have been assigned a Federal Tax Identification Number or Employer Identification Number, you must complete the OPERS Non-Member Acknowledgement form (PEDACKN)).*

If you meet one of the following criteria, you are exempt from completing the OPERS Non-Member Acknowledgement form (PEDACKN). Please indicate the reason you are exempt and return this signed letter to us.

- a student who filed an [OPERS] exemption
 - a college or university employee eligible and electing to participate in an Alternative Retirement Plan (ARP)
 - performing services through a business entity with five or more employees
 - government entity with more than five employees doing business with West Chester Township
 - individuals or businesses that solely supply goods and will not provide any personal services to the Township
- No individual employed by the vendor will be classified as a public employee due to the provision of goods called for by the agreement between the vendor and the Township;
 - No contributions will be remitted to OPERS for the vendor or individuals employed by the vendor for goods provided to the Township.

Please indicate if you are an OPERS (Ohio Public Employees Retirement System) contributor/recipient with a retirement benefit by circling one option: YES or NO If YES, PEDACKN must be filled out and indicate date and entity of employment below:

Vendor Name

Date

Signature

Name Printed

Form(s) can be faxed to: 513.779.9369 or emailed to fkrutka@westchesteroh.org

Please note we will not be able to process purchase orders or checks for goods or services until these forms have been completed and returned.

West Chester has the ability to process payments using ACH transactions. If you would like us to process your payments electronically, please complete the attached ACH Authorization Form.

Thank you for your prompt attention to this matter. We look forward to our continued business together.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. West Chester Township	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>3</u> Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. 9113 Cincinnati Dayton Road	
6 City, state, and ZIP code West Chester OH 45069	
7 List account number(s) here (optional)	
Requester's name and address (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number																					
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ► <u>01-11-2023</u>
------------------	----------------------------	--------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



NON-MEMBER ACKNOWLEDGMENT

Ohio Public Employees Retirement System
277 East Town Street, Columbus, Ohio 43215-4642

Employer Services: 1-888-400-0965
www.opers.org

This form is to be completed if you are an individual who begins providing personal services to a public employer on or after Jan. 7, 2013 but are not considered by the public employer to be a public employee (e.g., you are an independent contractor) and will not have contributions made to OPERS.

Employer: Please complete Step 2. The form must be completed and returned to the retirement system no later than 30 days after the individual begins providing personal services to the public employer. You may fax the completed form to 614-857-1152 or email to employeroutreach@opers.org.

If the individual providing this service is receiving a benefit from OPERS, you must submit the Notice of Re-employment or Contract Services of an OPERS Benefit Recipient, form SR-6, in addition to the Non-Member Acknowledgement, form PEDACKN, for the service listed below. Failure to submit the SR-6 form timely may result in an overpayment of pension billed to the employer.

STEP 1: Personal Information

First Name	MI	Last Name
<input type="text"/>	<input type="text"/>	<input type="text"/>

Date of Birth: Month Day Year

/ /

STEP 2: Public Employer Information (To be completed by the Public Employer)

Name of Public Employer for which individual is providing personal services

Employer Contact

First Name	MI	Last Name
<input type="text"/>	<input type="text"/>	<input type="text"/>

Employer Code	Employer Contact Phone Number
<input type="text"/>	<input type="text"/>

Service Provided to Public Employer

Start Date of Service	End Date of Service
Month Day Year	Month Day Year
<input type="text"/>	<input type="text"/>

STEP 3: Acknowledgment

The public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee. Ohio law requires that you acknowledge in writing that you have been informed that the public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee for the services described in Step 2 and that you have been advised that contributions to OPERS will not be made on your behalf for these services.

If you disagree with the public employer's classification, you may contact OPERS to request a determination as to whether you are a public employee eligible for OPERS contributions for this service. Ohio law provides that a request for a determination must be made within five years after you begin providing personal services to the public employer, unless you are able to demonstrate through medical records to the Board's satisfaction that at the time the five-year period ended, you were physically or mentally incapacitated and unable to request a determination.

By signing this form, you are acknowledging that the public employer for whom you are providing personal services has informed you that you have been classified as an independent contractor or another classification other than a public employee and that no contributions will be remitted to OPERS for the personal services you provide to the public employer. This acknowledgment will remain valid as long as you continue to provide the same services to the same employer with no break in service regardless of whether the initial contract period is extended by any additional agreement of the parties. You also acknowledge that you understand you have the right to request a determination of your eligibility for OPERS membership if you disagree with the public employer's classification. **A copy of this form must be sent to OPERS.**

Signature _____ Today's Date ____/____/____
Do not print or type name



**WEST CHESTER TOWNSHIP
FINANCE DEPARTMENT**
9113 Cincinnati-Dayton Road
West Chester, OH 45069-3840

T | 513-777-5900
F | 513-779-9369

westchesteroh.org

ACH Authorization Form

I hereby authorize West Chester Township to initiate entries to the checking/savings account at the financial institution listed below and, if necessary, initiate adjustments for any transactions credited/debited in error. This authority will remain in effect until West Chester Township receives notification in writing to cancel Automated Clearing House payments in such time to afford West Chester Township and the financial institution a reasonable opportunity to act on it.

Vendor Name (Please Print)

Email Address (required) for payment notification (Please Print)

Name (Please Print)

Address (Please Print)

Name of Financial Institution (Please Print)

Address of Financial Institution - Branch, City, State, Zip (Please Print)

Signature

Date

Financial Institution Routing Number _____

Checking/Savings Account Number _____

(Circle One)

These Numbers are located at the bottom of your **check** (not a deposit slip) as follows:

⑆ 1 2 3 4 5 7 8 9 0 ⑆ 1 2 3 4 5 7 8 9 0 1 2 3 ⑆

Routing Number

Account Number

*A Fee of \$25.00 will be charged to your account if funds are unavailable at time of transfer.

Remittance notifications will be from email address Noreply@Mail.Munis.tylerhost.net, be sure to add to your contact list.

Office Use Only	
Vendor #	
Date Entered	

Non-Collusion Affidavit

STATE OF _____)

COUNTY OF _____)

SS:

_____, being first duly sworn, deposes
(NAME)

and says that he/she is _____ for
(POSITION)

_____ the party making the fore-
(COMPANY NAME)

going proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Clark County Board of Elections or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

AFFIANT

Sworn to and subscribed before me, a Notary Public, on this _____ day of _____, _____.

NOTARY PUBLIC

My commission expires _____, _____.

CONTRACTOR'S PERSONAL PROPERTY TAX AFFIDAVIT
(O.R.C. § 5719.042)

State of Ohio
County of _____, ss:

_____, being first duly sworn, deposes and says that he is the
(Name)

_____ of _____ with offices located at
(Title) (Contractor)

_____, and as its duly
(Address of Contractor)

authorized representative, states that effective this ____ day of _____, 20__,

(Name of Contractor)

() is charged with delinquent personal property taxes on the general list of personal property as set forth below:

<u>County</u>	<u>Amount</u> (includes total amount due, plus penalties and interest thereon)
Stark	\$ _____

() is not charged with delinquent personal property taxes on the general list of personal property in Stark County.

(Affiant)

Sworn to and subscribed before me by the above-named affiant this ____ day of _____, 20__.

(Notary Public)

My commission expires
_____, 20__

EEO BID CERTIFICATION DOCUMENT

All Contractors and Suppliers of goods and services do hereby declare that they will comply with all of the rules, regulations, and requirements of the gubernatorial order of January, 1972, Federal Executive Order 11246, as amended, the policies and procedures of West Chester Township relative to contract compliance, Section 3345.29 of the Ohio Revised Code, and the goals and timetables of West Chester Township.

Bidder's Signature

Bidder's Printed Name

STATEMENT OF BIDDER'S QUALIFICATIONS

To be submitted by the Bidder upon request of West Chester Township, or if your company has not previously been awarded a contract by West Chester Township or Butler County Engineer.

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Questions may be answered on separate attached sheets. The Bidder may submit additional information if desired.

1. Name of bidder: _____

2. Permanent main office address: _____

3. When organized? _____

4. If a corporation, where incorporated? _____

5. How many years have you been engaged in construction work under your present firm name or trade style? _____

6. Contracts currently on hand: (On a separate sheet of paper, list a schedule of these, showing gross amount of each contract and the approximate anticipated dates of completion.)

7. General character of work performed by you in the past: _____

8. Have you ever failed to complete any work awarded to you? If so, where and why? _____

9. Have you ever defaulted on a contract? If so, where and why? _____

10. List the more important contracts recently completed by you stating approximate cost of each and the month and year completed. _____

11. List your major equipment available for this contract: _____

12. Do you have experience in work of a nature similar to this project? _____

13. Background and experience of the principal members of your organization, including officers: _____

14. Give bank reference(s): _____

15. _____

16. Please furnish a financial statement.

17. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Township in verification of the recitals comprising this Statement of Bidder's Qualifications.

I hereby certify that the answers to the foregoing statements attached hereto, including any supplemental data are true and correct to the best of my knowledge.

Contractor Name

Date

Contractor Representative Signature

Name Printed

Sworn to and subscribed before me, a Notary Public, on this _____ day of _____, _____.

NOTARY PUBLIC

My commission expires _____,

ATTACHMENT B

BID FORMS

Document 00 43 13 - Bid Security Form

State of Ohio Standard Requirements for Public Facility Construction

(Form of combined Bid Guaranty and Bond prescribed by Ohio Revised Code Section 153.571)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____,
_____, as Principal,
and _____ as Sureties,
are hereby held and firmly bound unto _____
_____ as Obligee(s), in the penal sum of the dollar amount of the Bid submitted by the Principal
to the Obligee on _____ (date) to undertake the Project known as:

Project Number: _____
Project Name: _____
Contract Description: _____
(e.g., General Contractor/Trades, Plumbing, HVAC, Electrical)

The penal sum, referred to herein, shall be the dollar amount of the Principal's Bid to the Obligee, incorporating any additive alternate Bids made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of dollars (\$ _____). (If the preceding line is left blank, the penal sum will be the full amount of the Principal's Bid, including add alternates. Alternatively, if completed, the amount stated shall not be less than the full amount of the Bid, including Alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal has submitted a Bid for 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, Specifications, details, and bills of material; and in the event the Principal pays to the Obligee the difference, not to exceed ten percent of the penal sum 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 responsive and responsible to perform the Work covered by the Bid; or in the event the Obligee does not award the Contract to such next lowest responsive and responsible Bidder and resubmits the Project for bidding, the Principal pays to the Obligee the difference not to exceed ten percent of the penal sum 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 10 days after the awarding of the Contract, enters into a proper contract and executes the Agreement Form in accordance with the Contract Documents, including without limitation the Bid, Plans, Specifications, details, and bills of material, which said Contract is made a part of this Bond the same as though set forth herein; and

NOW ALSO, IF THE SAID Principal shall well and faithfully perform each and every condition of such Contract; and indemnify the Obligee against all damage suffered by failure to perform such Contract according to the provisions thereof and in accordance with the Contract Documents, including without limitation Plans, Specifications, details, 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 Suppliers 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 way 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 limitation the Plans and Specifications.

SIGNED AND SEALED this _____ day of _____, _____.

PRINCIPAL:

SURETY:

Signature

Signature

By: _____
Name

By: _____
Attorney-in-Fact

Title

SURETY INFORMATION:

SURETY AGENT'S INFORMATION:

Name

Name

Address 1

Address 1

Address 2

Address 2

City State Zip

City State Zip

Telephone

Telephone

Email

Email

END OF DOCUMENT

BID FORM

Submitted by: _____

Date: _____

To: West Chester Township

The undersigned, have carefully studied the local conditions affecting the cost of the work, the Contract Documents, including Invitation For Bids, Instructions to Bidders, Bid Bond Instructions, Supplementary Instructions to Bidders, Contract Forms, Bid Submission Form, Bid Proposal, Substitution Sheet, Subcontractor and Material/Supplier List, Bid Bond, EEO Bid Certification Document, General Conditions, Supplementary General Conditions, General Requirements, Specifications, Drawings, where included in the Bid Documents, and all Addenda issued prior to execution of the Contract and all modifications there to, all on file in the offices of West Chester Township 9113 Cincinnati-Dayton Road, West Chester, OH 45069, hereby proposes to perform everything required to be performed, and to provide and furnish all the labor, materials, tools, expendable equipment and all utility and transportation services necessary to perform and complete, in a competent and professional manner, all the work as specified, in connection with the

West Chester Township

Administration Bldg Roof Replacement

All in accordance with the Contract Documents, for the sums enumerated for the Base Bids and alternates when required. We, the undersigned, having familiarized ourselves with the local conditions affecting the cost of the work and all Contract Documents for this work, and having received and become familiar with the scope, plans, specifications and the following Addenda:

Addendum No. : _____ Dated : _____

Addendum No. : _____ Dated : _____

Addendum No. : _____ Dated : _____

In conformance with the scope, plans, and specifications prepared by West Chester Township, we hereby propose to furnish all labor, equipment, and transportation; to furnish and deliver all materials; and to perform and supervise all work as required by the scope, plans, and specifications, and all other Contract Documents for completing said project for the sums of money enumerated.

Commencement shall be on October 23, 2024. Access to the site for work to begin will be given on October 23, 2024 and shall be 100% completed and approved by West Chester Township by December 20, 2024. These dates will be altered only under the conditions set forth in the Supplementary General Conditions. It is understood and agreed that all Work to be performed under the Contract shall be completed within the

established Project Timeline, unless an extension of time is granted by the Township in accordance with the Contract Documents.

Upon failure to have all Work completed within the period of the dates above specified, or upon the date of any milestone completion date, the Township shall be entitled for each project to retain or recover from the Project's Contractor, as Liquidated Damages, and not as a penalty, the minimum amount of \$100.00 (one hundred dollars and no cents) for each and every calendar day thereafter until Contract completion. The Township's right to recover Liquidated Damages shall not substitute for any right of recovery for additional cost incurred should the Contractor fail to complete the Contract according to the Contract Documents.

STANDARDS-SUBSTITUTIONS

All bids shall be based upon the "Standards" specified or approved by Addenda. Bidders desiring to make substitutions for "Standards" specified shall list proposed substitutions on a separate form, together with the amount to be added or deducted from the amounts of their Base Bid. If no addition or deduction in amount is offered, it shall be so indicated by the Bidders. This listing of Substitutions shall be part of this Bid Submission. The Township reserves the right to accept or reject Substitutions.

Bid OPENING

It is understood that this Bid and all other Bids will be publicly opened and read by a West Chester Township Representative, and this and all other Bids shall be tabulated and computed and a report thereof made to the Township at its next Board meeting.

West Chester Township will treat all Bidders for this Project alike in every respect, and it will take final action upon this and all other Bids for this Project not later than sixty (60) days after this and all other Bids are opened, as aforesaid. No Bid shall be considered as accepted, nor any obligation hereunder assumed by West Chester Township, until such time as West Chester Township may deposit in the United States mail, written notice, addressed to the successful Bidder at the address given on the Bid Submission, of acceptance of this Bid or of award of a Contract.

It is understood and agreed to by the undersigned that the right is reserved by West Chester Township to waive informalities and/or minor deviations or variances, to reject any and all Bids the Board deems unresponsive, and to withhold final award of the Contract for sixty (60) days after the date of the Bid opening.

In consideration of the above, it is hereby agreed that if this Bid is accepted, the Bidder will, within thirty (30) days after receiving notice of the acceptance of said Bid enter into Contract, in writing, for said work, and with surety to the satisfaction of West Chester Township to faithfully perform said Contract according to the Specifications, and [guarantor] will promptly pay all damages and expenses accruing to said West Chester Township by reason of the failure or refusal of the undersigned to enter into said Contract.

FIRM NAME: _____

BY: _____

Bidder's Signature

NAME AND TITLE:

Bidder's Printed Name

Bidder's Printed Title

Official Address:

Phone

Fax

Email

NOTE: Bidders must not add any conditions or qualifying statements to their Bid, as otherwise it may be declared irregular as being not responsive to the Bid Documents.

NATURE OF BUSINESS:

(Circle the appropriate data)

- a. Sole Proprietorship
- b. Partnership
- c. Corporation

UNDER THE STATE OF:

(Circle the appropriate data)

- a. Ohio
- b. Kentucky
- c. Indiana

CONTRACT BID

BASE BID – ADMINISTRATION BUILDING ROOF REPLACEMENT

Provide all work as per Scope and Site Layout:

MATERIAL	LABOR	TOTAL
\$ _____	\$ _____	\$ _____

Bidder's Signature

Bidder's Printed Name

SUBSTITUTION SHEET

All Bids must be based on the "Standards" specified. Bidder is to list here Substitutions for which consideration is desired, showing the addition or reduction in price to be made for each if the substitution is accepted, or stating "No Change In Price," if none is proposed.

Brand or Make Specified	Proposed substitution	Add	Deduct

It is understood and agreed that the Bid submitted is based on furnishing "Standards" as specified and entitles the Township to require that such named materials and methods be incorporated in the work, except when substitutions for same, based on the Supplementary Quotations entered above, are accepted and subsequently made a part of the written Contract.

Bidder's Signature

Bidder's Printed Name

SUBCONTRACTOR AND MATERIALS/ SUPPLIER LIST

Bidders must list below all Subcontractors and Material Suppliers used in the completion of this Bid whose bids are in excess of 2% of the total Bid. Branches shall be listed in the order appearing in the specifications. The Prime Contractor shall list his name for those branches, which he will complete with his own forces. This list must be completed by each Prime Bidder and delivered along with the Bid Package.

Branch	Material Supplier/ Subcontractor	Amount of Bid

NOTE: Total of bids listed need not amount to sum of final Bid submission. This listing is not meant to commit the Bidder to the Material Suppliers or Subcontractors above. If the Bidder can show at the time of awarding the Contract that a specific Material Supplier or Subcontractor has withdrawn his bid, or raised his bid, the Bidder may substitute a Material Supplier or Subcontractor upon approval of the Township and at NO ADDITIONAL COST.

Bidder's Signature

Bidder's Printed Name

ATTACHMENT C

PREVAILING WAGE/PAYROLL

Prevailing Wage Contractor Responsibilities

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

General Information

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

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than **\$96,091** for new construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction or **\$28,789** for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting of a public improvement that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction.

- a) Thresholds are to be adjusted biennially by the Administrator of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration
- b) Biennial adjustments to threshold levels are made according to the Construction Cost Index for Commercial Construction published by McGraw Hill's Engineering News Record.

Penalties for Violation

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

Intentional Violations

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

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

Responsibilities

1. Pay the prevailing rate of wages as shown in the wage rate schedules issued by the Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration, for the classification of work being performed.
 - a. Wage rate schedules include all modifications, corrections, escalations, or reductions to wage rates issued for the project.
 - b. Overtime must be paid at time and one-half the employee's base hourly rate. Fringe benefits are paid at straight time rate for all hours including overtime.
 - c. Prevailing wages must be paid in full without any deduction for food, lodging, transportation, use of tools, etc., unless the employee has voluntarily consented to these deductions in writing. The public authority and the Director of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration - must approve these deductions as fair and reasonable. Consent and approval must be obtained before starting the project.
2. Use of Apprentices and Helpers cannot exceed the ratios permitted in the wage rate schedules.
 - a. Apprentices must be registered with the U.S. Department of Labor Bureau of Apprenticeship and Training.
 - b. Contractors must provide the Prevailing Wage Coordinator a copy of the Apprenticeship Agreement for each apprentice on the project.
3. Keep full and accurate payroll records available for inspection by any authorized representative of the Ohio Department of Commerce, Division of Industrial Compliance, Bureau of Wage and Hour Administration or the contracting public authority, including the Prevailing Wage Coordinator. Records should include but are not limited

to:

- a. Timecards, time sheets, daily work records, etc.
 - b. Payroll ledger\journals and canceled checks\check register.
 - c. Fringe benefit records must include program, address, account number, & canceled checks.
 - d. Records made in connection with the public improvement must not be removed from the State for one year following the completion of the project.
 - e. Out-of-State Corporations must submit to the Ohio Secretary of State the full name and address of their Statutory Agent in Ohio.
4. Prevailing Wage Rate Schedule **must** be posted on the job site where it is accessible to all employees.
 5. Prior to submitting the initial payroll report, supply the Prevailing Wage Coordinator with your project dates to schedule reporting of your payrolls.
 6. Supply the Prevailing Wage Coordinator a list of all subcontractors including the name, address, and telephone number for each.
 - a. **Contractors are responsible for their subcontractors' compliance with requirements of Chapter 4115 of the Ohio Revised Code.**
 7. Before employees start work on the project, supply them with written notification of their job classification, prevailing wage rate, fringe benefit amounts, and the name of the Prevailing Wage Coordinator for the project. A copy of the completed signed notification should be submitted to Prevailing Wage Coordinator.
 8. Supply all subcontractors with the Prevailing Wage Rates and changes.
 9. Submit certified payrolls within two (2) weeks after the initial pay period. Payrolls must include the following information:
 - a. Employees' names, addresses, and social security numbers.
 - i. Corporate officers/owners/partners and any salaried personnel who do physical work on the project are considered employees. All rate and reporting requirements are applicable to these individuals.
 - b. Employees' work classification.
 - i. Be specific about the laborers and/or operators (Group)
 - ii. For all apprentices, show level/year and percent of journeyman's rate
 - c. Hours worked on the project for each employee.
 - i. The number of hours worked in each day and the total number of hours worked each week.
 - d. Hourly rate for each employee.
 - i. The minimum rate paid must be the wage rate for the appropriate classification. The Department's Wage Rate Schedule sets this rate.
 - ii. All overtime worked is to be paid at time and one-half for all hours worked more than forty (40) per week.
 - e. Where fringes are paid into a bona fide plan instead of cash, list each benefit and amount per hour paid to program for each employee.
 - i. When the amount contributed to the fringe benefit plan and the total number of hours worked by the employee on all projects for the year are documented, the hourly amount is calculated by dividing the total contribution of the employer by the total number of hours worked by the employee.
 - ii. When the amount contributed to the fringe benefit is documented but not the total hours worked, the hourly amount is calculated by **dividing the total yearly contribution by 2080.**
 - f. Gross amount earned on all projects during the pay period.
 - g. Total deductions from employee's wages.
 - h. Net amount paid.
 10. The reports shall be certified by the contractor, subcontractor, or duly appointed agent stating that the payroll is correct and complete; and that the wage rates shown are not less than those required by the O.R.C. 4115.
 11. Provide a Final Affidavit to the Prevailing Wage Coordinator upon the completion of the project.

PREVAILING WAGE NOTIFICATION TO EMPLOYEE

4115.05...the contractor or subcontractor shall furnish each employee **NOT covered by a collective bargaining agreement** written notification of the job classification to which the employee is assigned, the prevailing wage determined to be applicable to that classification, separated into the hourly rate of pay and the fringe payments, and the identity of the prevailing wage coordinator appointed by the public authority. The contractor or subcontractor shall furnish the same notification to each affected employee every time the job classification of the employee is changed.

Project Name:	Job Number:
---------------	-------------

Contractor:

Project Location:

Prevailing Wage Coordinator	Employee
Public Authority:	Name:
Name of PWC:	Street:
Street:	City:
City:	State/Zip:
State/Zip:	Phone:
	Email:
Phone:	Last 4 Digits of SS #:

You will be performing work on this project that falls under these classifications. You will be paid the appropriate rate for the type of work you are performing.

Classification:	Prevailing Wage Rate Total Package:	Minus your fringe benefits *:	Your hourly base rate and overtime:
			/
			/
			/
			/
			/
			/

Hourly fringe benefits paid on your behalf by this company (Yearly amount the **company pays** divided by 2080):

Fringe	Amount	Fringe	Amount
Health Insurance		Vacation	
Life Insurance		Holiday	
Pension		Sick Pay	
Other (Specify)		Training	
Other (Specify)		Total Hourly Fringes *	

Contractor's Signature:

Date:

Employee's Signature:

Date:



Department of Commerce

Division of Industrial Compliance

Affidavit of Compliance

Prevailing Wages

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

do hereby certify that the wages paid to all employees of

_____ (Company Name)

for all hours worked on the

_____ (Project name and location)

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

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

_____ (Signature of Officer or Agent)

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

_____ (Notary Public)

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

INSTRUCTIONS FOR PREPARING CERTIFIED PAYROLL REPORTS

General:

Contractors and subcontractors are required by law to submit certified payroll reports for work on projects covered by Ohio's Prevailing Wage Law. This form meets the reporting requirements established by Ohio Revised Code Chapter 4115. The use of this form is not mandatory; employers may submit their own forms if all of the required information is included. This form may be reproduced, or additional copies obtained from:

**Ohio Department of Commerce
Division of Industrial Compliance
Bureau of Wage and Hour Administration
6606 Tussing Road, P.O. Box 4009
Reynoldsburg, Ohio 43068-9009
614-644-2239
www.com.ohio.gov**

Certified Payroll Heading:

Employer name and address: Company's full name and address...Indicate if the company is a subcontractor.

Subcontractor: Check and list the name of the General Contractor or Prime.

Project: Name and location of the project, including county.

Contracting Public Authority: Name and address of the contracting public authority... (Owner of the project).

Week Ending: Month, day, and year for last day of reporting period.

Payroll #: Indicates first, second, third, etc. payroll filed by the company for the project.

Page indicator: number of pages included in the report.

Project Number: Determined by the public authority...If there is no number leave blank.

Payroll Information by column:

1. Employee Name, Address and Social Security number: This information must be provided for all employees that perform physical labor on the project. The Social Security number is required; the last four digits may be permitted by the public authority. Corporate officers, partners, and salaried employees are considered employees and must be paid the prevailing rate. Individual sole proprietors do not have to pay themselves prevailing rate but must report their hours on the project.
2. Work Class: List classification of work performed by employee. If unsure of work classification, consult the Ohio Department of Commerce-Division of Industrial Compliance & Labor-Bureau of Wage and Hour Administration. Employees working more than one classification should have separate line entries for each classification. Indicate what year/level for Apprentices. Be specific when using laborer and operator classifications; for example, Backhoe Operator or Asphalt Laborer or by "Group".
3. Hours Worked, Day & Date: In the first row of column 3, enter days of the company's pay period for example; M T W TH F S S. The second row is for the date that corresponds with each day for the pay period. In the employee information section, enter the number of hours worked on the prevailing wage project and which day the hours were worked. Separate rows are labeled for (ST) straight time hours and (OT) overtime hours. All hours worked after 40, must be paid at the appropriate overtime rate.
4. Project Total Hours: Total the hours entered for pay period.
5. Base Rate: Enter actual rate per hour paid to the employee. The overtime hourly rate is time and one-half the base rate listed in the prevailing wage schedule plus fringe benefits at straight time rate. The prevailing wage schedule lists the base rate plus fringe benefit amounts. These amounts added together equal the total prevailing wage rate. Employers must pay this total amount in one of three ways.
 - 1) Total rate may be paid in entirety in the base rate to the employee; in which case, the cash designation will be checked for fringe benefits.
 - 2) Total rate may be paid as listed in prevailing wage rate schedule with total fringe amounts paid approved plans.
 - 3) Total rate may be paid with a combination of base rate and fringe payments to approved plans in amounts other than those listed in schedule.
6. Project Gross: Enter total gross wages earned on the project for straight time and overtime. Project hours "X" base rate should equal project gross.
7. Fringes: If fringe benefits are paid in the hourly base rate, indicate this by marking the **Cash** space. If fringe benefits are paid to approved plans as listed in the prevailing wage rate schedule, mark the space **Approved Plans**. If fringe benefits are paid partially in the base rate and partially to approved plans, mark the space **Cash & Approved Plans**. List the hourly amount paid to approved plans for each fringe. If payments are not made on a per hour basis, **calculate the hourly fringe credit by dividing the yearly employer contribution by** the lesser of: hours actually worked in the year (these must be documented) or **2080**. Fringe benefits include: **Employer's share** of health insurance, life insurance, retirement plan, bonus/profit sharing, sick pay, holiday pay, personal leave, vacation, and education/training programs. If unsure of a possible fringe benefit, contact the Ohio Department of Commerce-Division of Industrial Compliance & Labor-Bureau of Wage and Hour Administration.
8. Total Hours All Jobs: Total all hours worked during the pay period including non-prevailing wage jobs.
9. Total Gross All Jobs: Gross amount earned in the pay period for all hours worked.
10. Self-explanatory.
11. Self-explanatory.

Certified Payroll Report

Report for: Check if Subcontractor¹⁾ Contract No: _____ Payroll No: _____
 Company:¹⁾ _____ If Sub, GC/Prime Contractor Name: _____
 Address: _____ Project Name & Location: _____ Week Ending: _____
 City, State, Zip _____ Public Authority (Owner): _____
 Phone No: _____ Sheet:²⁾ _____ of _____

1. Employee Name, Address, & SS# (Last 4 digits if permitted)	2. Work Class ³⁾	3. Prevailing Wage Project Hours Worked - Day & Date							4. Total Hours	5. Base Rate	6. Project Gross	7. Fringes: <input type="checkbox"/> Cash <input type="checkbox"/> Approved Plans <input type="checkbox"/> Cash & Approved Plans						Weekly Payroll Amount			
		Fringe Rate Your Company Pays Per Hour						8. Total Hrs for all Jobs				9. Total Gross on All Jobs	10. Total Deductions	11. Net Pay on All Jobs							
		H&W	Pens	Vac	Hol	Other	Total														
	OT																				
	ST																				
	OT																				
	ST																				
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	ST																				

1) By signing below, I certify that: (1) I pay, or supervise the payment of the employees shown above; (2) during the pay period reported on this form, all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done; (3) the fringe benefits have been paid as indicated above; (4) no rebates or deductions have been or will be made, directly or indirectly from the total wages earned, other than permissible deductions as defined in ORC Chapter 4115; and (5) apprentices are registered with the U.S. Dept. of Labor, Bureau of Apprenticeship and Training. I understand that the willful falsification of any of the above statements may subject the Contractor or Subcontractor to civil or criminal prosecution.

Type or Print Name and Title _____ Signature _____ Date _____

11/14 jc 2) Attach additional sheets as necessary. 3) Type in continuous line, text will wrap.

STATE OF OHIO REQUEST FOR PREVAILING WAGE RATES

Important: If you wish to retain a copy of this form for your records, please print it prior to clicking on the "Submit" button. When you click the "Submit" button, a prompt should appear which will allow you to obtain the necessary wage rates by clicking on the "view wage rates" button. Submitting this form notifies the Bureau of Labor and Worker Safety of your project. Wage rates will not be sent to you by mail as a result of the submission, rather you should obtain them by clicking on the "view wage rates" button.

Public Authority Information

Owner/Public Authority Name:	West Chester Township	Date: 09/12/2024 This form must be filled out completely & correctly for us to process your request. Forms not completed correctly will be returned to the sender.
Department Division or Agency:	Community Services	
Street Address:	9577 Beckett Rd.	ODOC Date Stamp
Address 2:	Suite 900	
City, OH	West Chester	
ZIP:	45069	
Email:	khayes@westchesteroh.org It is required that you list your e-mail address here.	
County of Public Authority:	BUTLER <input type="button" value="v"/>	
P.A. Phone:	5137859565	

Project Information

Project Name:	Administration Building Roof Replacement	ODOC Date Stamp (Bld Tab)
Site Address:	9113 Cincinnati Dayton Rd.	
City, OH	West Chester	
ZIP:	45069	
County of Project:	BUTLER <input type="button" value="v"/>	
Prevailing Wage Coordinator Name	Laura Groff	
Address:	9577 Beckett Rd.	
City,	West Chester	
ZIP:	45069	
Phone:	5137597303	
Issuing Authority of Bonds:	West Chester Township	
Estimated Total Overall Project Cost:	90,000	
Type of Financing:		
Type of Construction:	<input type="radio"/> New Construction <input checked="" type="radio"/> Old Construction	
This Project is	<input type="radio"/> Residential <input checked="" type="radio"/> Commercial	

Expected Date of Contract Award:	<input type="text" value="11/12/24"/> example 05/31/98
Projected Completion Date:	<input type="text" value="02/28/25"/> example 05/31/98
Project Comments:	<input type="text"/> (optional)

Important: If you wish to retain a copy of this form for your records, please print it prior to clicking on the "Submit" button. When you click the "Submit" button, a prompt should appear which will allow you to obtain the necessary wage rates by clicking on the "view wage rates" button. Submitting this form notifies the Bureau of Labor and Worker Safety of your project. Wage rates will not be sent to you by mail as a result of the submission, rather you should obtain them by clicking on the "view wage rates" button.

Please contact our [Webmaster](#) with questions or comments.

LAW 1002

Prevailing Wage Determination Cover Letter

County: ▼
 Determination Date: 09/09/2024
 Expiration Date: 12/09/2024

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

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

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

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

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

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

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

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

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

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

A further requirement of Section 4115.05 of the Ohio Revised Code is: "On the occasion of the first pay date under a contract, the contractor shall furnish each employee not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of Labor with individual written notification of the job classification to which the employee is assigned, the prevailing wage determined to be applicable to that classification, separated into the hourly rate of pay and the fringe payments, and the identity of the prevailing wage Coordinator appointed by the public authority. The contractor or subcontractor shall furnish the same notification to each affected employee every time the job classification of the employee is changed."

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

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Labor Local 534 Building

Change # : LCN01-2024ibLoc534

Craft : Laborer Effective Date : 06/12/2024 Last Posted : 06/12/2024

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Laborer Group 1	\$32.49		\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$47.09	\$63.34
Laborer Group 2	\$32.59		\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$47.19	\$63.49
Laborer Group 3	\$32.69		\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$47.29	\$63.64
Laborer Group 4	\$32.82		\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$47.42	\$63.83
Laborer Group 5	\$33.07		\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$47.67	\$64.20
Laborer Group 6	\$32.84		\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$47.44	\$63.86
Laborer Group 7	\$32.04		\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$46.64	\$62.66
Apprentice	Percent											
0-1000 hrs	80.00	\$25.99	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$40.59	\$53.59
1001-2000 hrs	85.00	\$27.62	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$42.22	\$56.02
2001-3000 hrs	90.00	\$29.24	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$43.84	\$58.46
3001-4000	95.00	\$30.87	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$45.47	\$60.90
4001+	100.00	\$32.49	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$47.09	\$63.34

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

Ratio :

1 Journeyman to 1 Apprentice
3 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

BUTLER, WARREN

Special Jurisdictional Note :

Details :

Note:

Group 1: Building & Common Laborer; All general laborers work including all forms of landscaping, Rough Rider - all pump's 4 inch or smaller, Small Pump Portable Generators-Bobcat to Cleanup, Firewatch and Monitor, (Safety Person)

Group 2: Asphalt Raker, Tamper, Smoother, Hand Air Pump, Hand air Tamper, Chisel, Power Tamper, Operator, Switch, Assemblies, Handling & Laying Precast Concrete Floors & Deck Tool Repairman.

Group 3: Concrete Specialist; Skid Steers (with attachments to perform Laborer's duties) Jack Hammer * Concrete Bustrman, Barco Tamper Man, Power Georgia Buggy Man, Power Sweeper Man, Vibrator, Concrete Saw Man, Rail Spikers, Acetylene Burner, Pipelayers, Bos'n Cradleman, Bottom Man, Chipping Hammer Grade Checker, Radio Operator, Form Cleanout & blowout Man, Red Concrete Coloring Man (Electrical Safety)

Group 4: Mason Tender, Mortar Mixers & Scaffold Builders

Group 5: Fork Lift for Mason, all work involving Refractory Materials Including Demolition of Refractory Materials.

Asbestos Removal and Hazardous Waste Removal (handling, control, removal abatement, encapsulation or disposal of asbestos & hazardous waste),

Group 6: Gunnite Man, Sand Blaster, Concrete & Grout Pump & Hose Man, Blast Trac, Miners & Muckers, Free Air, Powderman or Blaster, Mortar or Gypsum Machineman, Welder, Scuba Diver.

Group 7: Watchman & Tool Checker/Toolroom Man

Prevailing Wage Rate Skilled Crafts

Name of Union: **Roofer Local 42**

Change # : LCN01-2024ibLoc42

Craft : Roofer Effective Date : 01/24/2024 Last Posted : 01/24/2024

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Roofer	\$32.00		\$8.40	\$8.57	\$0.50	\$0.00	\$1.47	\$0.21	\$0.00	\$0.00	\$51.15	\$67.15
Tradesmen	\$25.60		\$8.40	\$6.85	\$0.00	\$0.00	\$1.47	\$0.06	\$0.00	\$0.00	\$42.38	\$55.18
Apprentice	Percent											
1st period	65.00	\$20.80	\$8.40	\$5.57	\$0.00	\$0.00	\$1.47	\$0.00	\$0.00	\$0.00	\$36.24	\$46.64
2nd period	70.00	\$22.40	\$8.40	\$6.00	\$0.00	\$0.00	\$1.47	\$0.00	\$0.00	\$0.00	\$38.27	\$49.47
3rd period	80.00	\$25.60	\$8.40	\$6.85	\$0.00	\$0.00	\$1.47	\$0.00	\$0.00	\$0.00	\$42.32	\$55.12

Special Calculation Note : Other is for Training Fund

Ratio :

Employer may employ 1 apprentice for every 2 journeymen in his employment.

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, BROWN, BUTLER, CLERMONT, HAMILTON, PIKE, WARREN

Special Jurisdictional Note :

Details :

Any Tradesman Worker completing 2,000 hours in (2) years may move to Journeyman status by utilizing the Training Yard to improve their skills. Tradesman Workers will be tested at these yards to determine their competency for Journeyman status. Tradesman Workers must schedule and successfully complete the industry test battery in order to gain journeyman status.

Prevailing Wage Rate Skilled Crafts

**Name of Union: Truck Driver Bldg & HevHwy Class 1
Locals 20,40,92,92b,100,175,284,438,377,637,908,957**

Change # : LCN01-2024ibBldgHevHwy

Craft : Truck Driver Effective Date : 05/01/2024 Last Posted : 05/01/2024

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 1 4 wheel service, dump, and batch trucks; drivers on tandems; truck sweepers (not to include power sweepers & scrubbers)	\$31.84		\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.84	\$65.76
Apprentice	Percent											
First 6 months	80.00	\$25.47	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.47	\$56.21
7-12 months	85.00	\$27.06	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.06	\$58.60
13-18 months	90.00	\$28.66	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.66	\$60.98
19-24 months	95.00	\$30.25	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.25	\$63.37
25-30 months	100.00	\$31.84	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.84	\$65.76

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

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK,

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

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

**Name of Union: Truck Driver Bldg & HevHwy Class 2
Locals 20,40,92,92b,100,175,284,438,377,637,908,957**

Change # : LCN01-2024ibBldgHevHwy

Craft : Truck Driver Effective Date : 05/01/2024 Last Posted : 05/01/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 2 Tractor Trailer-Semi Tractor Trucks; Pole Trailers; Ready Mix Trucks; Fuel Trucks; 5 Axle & Over; Belly Dumps; Low boys - Heavy duty Equipment(irrespective of load carried) when used exclusively for transportation; Truck Mechanics (when needed)	\$32.26		\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.26	\$66.39
Apprentice	Percent											
First 6 months	80.00	\$25.81	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.81	\$56.71
7-12 months	85.00	\$27.42	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.42	\$59.13
13-18 months	90.00	\$29.03	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.03	\$61.55
19-24 months	95.00	\$30.65	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.65	\$63.97
25-30 months	100.00	\$32.26	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.26	\$66.39

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

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON,

KNOX, LAWRENCE, LICKING, LOGAN, LORAIN,
LUCAS, MADISON, MAHONING, MARION,
MEDINA, MEIGS, MERCER, MIAMI, MONROE,
MONTGOMERY, MORGAN, MORROW,
MUSKINGUM, NOBLE, OTTAWA, PAULDING,
PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE,
PUTNAM, RICHLAND, ROSS, SANDUSKY,
SCIOTO, SENECA, SHELBY, STARK, SUMMIT,
TRUMBULL, TUSCARAWAS, UNION, VAN WERT,
VINTON, WARREN, WASHINGTON, WAYNE,
WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

**Name of Union: Truck Driver Bldg & HevHwy Class 3
Locals 20,40,92,92b,100,175,284,438,377,637,908,957**

Change # : LCN01-2024ibBldgHevHwy3

Craft : Truck Driver Effective Date : 05/01/2024 Last Posted : 05/01/2024

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Truck Driver CLASS 3 Articulated Dump Trucks; Ridge-Frame Rock Trucks; Distributor Trucks)	\$33.26		\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.26	\$67.89
Apprentice	Percent											
First 6 months	80.00	\$26.61	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.61	\$57.91
7-12 months	85.00	\$28.27	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.27	\$60.41
13-18 months	90.00	\$29.93	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.93	\$62.90
19-24 months	94.96	\$31.58	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.58	\$65.38
25-30 months	100.00	\$33.26	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.26	\$67.89

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

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE,

GUERNSEY, HAMILTON, HANCOCK, HARDIN,
HARRISON, HENRY, HIGHLAND, HOCKING,
HOLMES, HURON, JACKSON, JEFFERSON,
KNOX, LAWRENCE, LICKING, LOGAN, LORAIN,
LUCAS, MADISON, MAHONING, MARION,
MEDINA, MEIGS, MERCER, MIAMI, MONROE,
MONTGOMERY, MORGAN, MORROW,
MUSKINGUM, NOBLE, OTTAWA, PAULDING,
PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE,
PUTNAM, RICHLAND, ROSS, SANDUSKY,
SCIOTO, SENECA, SHELBY, STARK, SUMMIT,
TRUMBULL, TUSCARAWAS, UNION, VAN WERT,
VINTON, WARREN, WASHINGTON, WAYNE,
WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :

Details :