NOTICE TO CONTRACTORS

SECTION A

NOTICE TO CONTRACTORS

Proposals for the Village of Trimble, OH – FEMA Flood Mitigation & Demolition projects will be received at the office of:

Hocking Athens Perry Community Action,
PO Box 220,
3 Cardaras Dr, Glouster, OH 45732

Until **Monday, April 26th, 2021 @ 12:00pm**. Specifications and bid forms may be secured by contacting the Community Development Department at Hocking Athens Perry Community Action at the above address, by going to http://www.HAPCAP.org, or by calling (740)-767-4500. Requests for hardcopy bidding documents must be accompanied by a check or money order in the amount of $20.00 made payable to Hocking Athens Perry Community Action. Specifications and bid forms are also available for viewing and download at https://hapcap.org/community-development/contractor-bids/
Each bid must be accompanied by either a bid bond, in an amount of 10% of the bid amount with a surety satisfactory to the aforesaid **Village of Trimble, OH** or by certified check or cashier's check in the amount of not less than 10% of the bid amount in favor of the aforesaid **Village of Trimble, OH.** Bid bonds shall be accompanied by Proof of Authority of the official or agent signing the bond.

Proposals shall be sealed and marked as **the Village of Trimble, OH – Flood Mitigation & Demolition Projects** and mailed or delivered to:

Hocking Athens Perry Community Action
Attn: Community Development Department
PO Box 220
3 Cardaras Dr.
Glouster, OH 45732

Attention of bidder is called to all of the requirements contained in this bid packet, particularly to the various insurance requirements, various equal opportunity provisions, and the requirement for a payment bond and performance bond for 100% of the contract price.

No bidder may withdraw their bid within sixty (60) days after the actual date of the bid opening thereof. The Village of Trimble, OH reserves the right to waive any informality or to reject any or all bids.

INSTRUCTIONS TO BIDDERS

SECTION B

INSTRUCTIONS TO BIDDERS

1. RECEIPT AND OPENING OF BIDS:

The Village of Trimble (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner's agent at:

Hocking Athens Perry Community Action
PO Box 220 / 3 Cardaras Dr.
Glouster, OH 45732

until Monday, April 26th, 2021 at 12:00pm, at which time they will be publicly opened and read aloud.

The envelopes containing the bids must be sealed and addressed to:

Hocking Athens Perry Community Action
PO Box 220 / 3 Cardaras Dr.
Glouster, OH 45732

Envelopes must be designated as:
Village of Trimble – FEMA – Flood Mitigation & Demolition projects

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof.

2. PREPARATION OF BID**:** Each bid must be submitted on the prescribed form and accompanied by a bid bond or certified check; the Non-Collusion Affidavit; Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions; Experience Statement; Bonding and Insurance Requirements; and the Statement on Delinquent Taxes. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and foregoing Certifications must be fully completed and executed when submitted.

The Bidder's total is his total bid based on his unit prices and/or lump sum prices and the estimated quantities shown on the bidding specification sheet. This figure is for information only at the time of opening bids. The owner will make the tabulation from the unit prices and lump sum prices bid. If there is an error in the total by the bidder, it shall be changed as only the unit prices and lump sum prices shall govern.

Each bid must be submitted in a sealed envelope, bearing on the outside, the name of the bidder, his/her address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

3. TELEGRAPHIC MODIFICATION**:** Any bidder may modify his/her bid by telegraphic communication at any time prior to the scheduled closing time for recipient of bids, provided such telegraphic communication is received prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to closing time. The telegraphic communication should not reveal the bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

4. METHOD OF BIDDING: The Owner invites unit price/lump sum price bids as indicated in the Bid Form.

If the lowest responsive bid received exceeds the amount of funds available to finance the contract, the Owner may:

a. Reject all bids;

b. Augment the funds available in an amount sufficient to enable aware to the lowest responsive bidder or bidders; and

c. Take the base bid less a number of items as listed on the proposal form as to produce a net amount which is within available funds.

5. QUALIFICATIONS OF BIDDER**:** The Owner may make such investigations as he/she deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. Past performance will be an evaluation criterion.

6. BID SECURITY: Each bid must be accompanied by cash, certified check of the bidder in the amount of 100% of the bid, or a bid bond prepared on the form entitled bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner.

Such cash, checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of the bids, and the remaining cash, checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within ninety (90) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

7. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT**:** The successful bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he/she has received acceptance of his/her bid, may forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid.

8. CONDITIONS OF WORK: Each bidder must inform himself/herself fully to the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her contract. Insofar as possible, the contractor in carrying out the work must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

9. OBLIGATION OF BIDDER: At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his/her bid.

10. EXAMINATION OF SITE: Each bidder shall, and is hereby directed to inspect the entire sites of the proposed work and judge for himself/herself as to all the circumstances affecting the cost and progress of the work and shall assume all patent and latent risks in connection herewith.

11. SOIL CONDITIONS: Subject to the convenience of the Owners, prospective bidders will be permitted to explore the site by making borings or digging test pits. In such event, the work shall be done at the sole expense and risk of the bidder, and he/she shall maintain and restore the site to original condition.

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

12. WORKING FACILITIES: The plans/work specifications show, in the general manner, the existing structures and land available for construction purposes. The bidders must satisfy themselves of the conditions and difficulties that may be encountered in the execution of the work at this site.

13. ADDENDA AND INTERPRETATIONS: No official interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to Hocking. Athens. Perry Community Action and to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be emailed, posted publicly in all instances not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.

14. WATER SUPPLY: All water for construction purposes, as well as the expense of having water conveyed about the work, must be provided by the Contractor and the cost of this work shall be included in the unit prices stipulated for the various items of the work to be done under this contract. The source, quality and quantity of water furnished shall, at all times, be satisfactory to the Engineer and/or Owner or their representatives.

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

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

a) Insurance requirements
b) Davis-Bacon wage rates do not apply
c) Requirement for a payment bond and performance bond for 100% of contract price
d) Requirement that all subcontractors be approved by the Owner
e) Time-for-completion and liquidated damages requirements
f) Safety standards
g) Contractor's responsibility to obtain permits
h) Affirmative Action and Equal Opportunity provisions

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

a) Acceptance of Notice of Award
b) Contract
c) Insurance certificate(s) and/or policy(ies), including Bureau of Workers' Compensation documentation
d) Performance bond
e) Certification of Bidder Regarding Section 3 and Segregated Facilities
f) Certification(s) of (all) Proposed Subcontractors Regarding Section 3 and Segregated Facilities
g) Contractor's Certification concerning Labor Standards and any Prevailing Wage Requirements
h) (All) Subcontractor's Certification(s) concerning Labor Standards and any Prevailing Wage Requirements.
i) ALL OF THE FOLLOWING IF CONTRACT EXCEEDS $10,000.00:
    - Contractor's Section 3 Plan
    - Certification of Bidder Regarding Equal Employment Opportunity
    - Certification(s) by (all) Proposed Subcontractors regarding Equal Employment Opportunity
    - Certification by Contractor and Subcontractors of Compliance with Air and Water Acts

18. FOREIGN CORPORATIONS AND CONTRACTORS

A. Foreign Corporations

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

GENERAL CONTRACT CONDITIONS

SECTION C

GENERAL CONTRACT CONDITIONS

ARTICLE 1 - CONTRACT AND CONTRACT DOCUMENTS

A. The project to be constructed pursuant to this contract will be financed with assistance from the Federal Emergency Management Agency & the Ohio EMA.

B. All applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

C. The Plans, Specifications and Addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions shall form part of this Contract and provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit, or cast light on the interpretation of the provisions to which they refer.

ARTICLE 2 - PERFORMANCE AND PAYMENT BONDS

Simultaneously with his/her delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. The bond shall be for 100 percent of the contract price. A Payment Bond and Performance Bond are required per regulations below:

A state or local unit of government receiving a grant from the Federal government which requires contracting for construction of facility improvement shall follow its own requirement relating to bid guarantees, performance bonds, and payment bonds, except for contracts or subcontracts exceeding $100,000.00. For contracts or subcontracts exceeding $100,000.00, the Federal agency may accept the bonding policy requirement of the grantee provided the Federal agency has made a determination that the Government's interest in adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

A. *A bid guaranty from each bidder equivalent to ten percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.*

B. *A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.*

C. *A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.*

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney. Under certain conditions, and within the limits of State and local laws and regulations, the Owner may waiver the requirement that the Payment and Performance Bond be underwritten by a surety company and may authorize in lieu thereof, a personal bond backed by a letter of credit from a local lending institution for the full value of the Contract.

ARTICLE 4 - AFFIRMATIVE ACTION

Each bidder, Contractor, and/or Subcontractor, must fully comply with either Part 1 or Part 11, as applicable, of Executive Order 1246 as stated during the performance of this contract or subcontract. The Contractor commits itself to the goals for minority manpower utilization in either Part 1 or Part 11, as applicable, and all other requirements, terms and conditions of those bid conditions by submitting a properly signed bid.

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

ARTICLE 5 - INSURANCE

A. The Contractor shall not commence work under this Contract until he has obtained all the insurance required hereunder and such insurance has been approved by the Owner, 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 Owner shall not relieve or decrease the liability of the Contractor hereunder.

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

C. Worker's Compensation

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

D. Contractor's Liability Insurance

i. The Contractor shall acquire and maintain during the term of the Contract Bodily Injury and Property Damage Liability Insurance under a standard Comprehensive

General/Automobile Liability Policy which shall provide and include coverage on all Contractor's Operations, Contractor's Protective (Sublet) Liability, Contractual Liability, Completed Operations Liability, Owned Automobiles and Non-owned and Hired Automobiles.

ii. Property Damage Liability Insurance shall be provided on any demolition, blasting, excavating, shoring or similar operation on an "if any" basis.

iii. Bodily Injury Liability limits shall be for an amount of no less than Two Hundred Fifty Thousand ($250,000) Dollars for injuries, including wrongful death to any one person and subject to the same limit for each person, in an amount of not less than Five Hundred Thousand ($500,000) Dollars on the account of any one occurrence.

iv. Property Damage Liability insurance shall be in an amount of not less than One Hundred Thousand ($100,000) per occurrence. General Liability shall be extended to provide "Broad Form Property Damage Liability," and in an amount of not less than One Million ($1,000,000) Dollars aggregate for damage on account of all occurrences.

v. Any combination of underlying Comprehensive General/Automobile Liability coverage with Umbrella/Excess Liability coverage which provides no less than One Million ($1,000,000) Dollars Single Limit Bodily Injury and Property Damage Liability Insurance for the Contractor will also be acceptable.

vi. The Owner may adjust the liability limits to coincide with local government procurement policies and practice within the limits of state and local law.

E. Builder's Risk Insurance

Each Contractor shall maintain insurance from loss incurred by fire, lightning, extended coverage hazards, vandalism, theft, explosion and malicious mischief in the full amount of the Contract and such insurance shall cover all labor and material connected with the work, including materials delivered to the site, but not yet installed. This insurance shall be project specific and valued in the full amount of the contract.

F. Installation Floater Insurance

When a contractor is involved solely in the installation of materials and not in the construction of a building (i.e. plumbing), an Installation Floater is required in lieu of a Builder's Risk Policy with the same general conditions applying as set forth in Paragraph E.

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

i. "The Company agrees thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy with respect to the Contract involved, written notice will be mailed to HOCKING. ATHENS. PERRY COMMUNITY ACTION AGENCY."

ii. The maintaining of such insurance as outlined herein shall in no way constitute a waiver

of legal liability for damage to any adjoining buildings or their contents or the work and property of others on the site beyond the limits of insurance thus maintained. The Contractor shall hold the Owner free and harmless from any injury and damage resulting from the negligent or faulty performance of the Contract by the Contractor or by his/her Subcontractors.

iii. Each Contractor shall hold the Owner harmless from all payments for patents, either as royalty or otherwise, in the use of materials, methods, appliances, etc., that he may be any way involved in or connected with any part of his work or the work of his Subcontractors.

iv. Prior to commencement of any work under the Contract, the Contractor shall furnish one (1) copy of Declaration of Insurance as evidence of coverage.

ARTICLE 6 - SAFETY

A. The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and program in connection with the Work. He/She will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees on the work and other persons who may be affected thereby, and all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated form removal, relocation, or replacement in the course of construction.

B. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety protection. He/She will notify owners of adjacent utilities when prosecution of the work may affect them.

C. The Contractor shall comply with the safety standards guidelines provisions of applicable laws, building and construction codes as well as the requirements of the Occupational Safety and Health Act of 1970, as amended through January 1, 2004, and the requirements of Title 29 of the Code of Federal Regulations. The Chapter shall also comply with Chapter 4104.9-2 of the Ohio Revised Code prohibiting the Employment of Minors in Occupations Hazardous or Detrimental to their health and OSHA Part 1926, Safety and Health Regulations for Construction.

D. The Contractor shall maintain at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's car of persons (including employees) who may be injured at the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

E. Lights, signs and barricades shall be used to maintain traffic and safety for vehicular and pedestrian traffic during the course of this contract in accordance with the specifications.

ARTICLE 7 - PERMITS

The Owner is responsible for obtaining and paying for the following permits:

_____.
(If blank, contractor is responsible for all permitting necessary.)

The Contractor is responsible for obtaining and paying for all other necessary permits and licenses from the proper authorities. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he/she shall promptly notify the Owner in writing.

ARTICLE 8 - SUPERVISION

A. The Contractor will supervise and direct the work. He/She will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor will employ and maintain on the work site a qualified supervisor or superintendent who shall have been designated in writing by the Contractor at the pre-construction meeting as the Contractor's representative at the site. The Supervisor shall have full authority to act on behalf of the Contractor and communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present and on the site at all times as required to perform adequate supervision and coordination of the work.

B. The Owner and its representative will, at all times, have access to the work. In addition, authorized representatives and agents of any participating federal or state agency shall be permitted to inspect all work, materials, and payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.

C. The Contractor shall submit a proposed program of operation, showing clearly how he/she proposed to conduct the work as to bring about the completion of his/her work within the time limit specified. This program shall outline the proposed sequence of operations, the rates of progress and the dates when his/her work will be sufficiently advanced to permit the installation of the work under other contract, and the estimated progress payments due under the Contract. The work under this contract shall be so scheduled that as structures are completed, they can be placed into useful operation with a minimum of delay. The program shall be subject to the approval of the Owner.

D. All construction as proposed along all City, Township, County, State and Federal roads including storage and stockpiling of materials, is to be conducted within the limits of the public right-of-way. Bracing, sheeting and shoring shall be used to keep all construction work within the construction limits unless work agreements are secured from the adjacent property owners. It is the Contractor's responsibility to secure these work agreements, if deemed necessary. Copies of the work agreements shall be delivered to the Engineer and the Owner prior to any work beginning on the affected property.

ARTICLE 9 - CLAIMS AGAINST CONTRACTOR

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

ARTICLE 10 - SUBCONTRACTING

A. Neither the Contractor nor the Owner shall sell, transfer, assign, or otherwise dispose of his right, title, or interest therein, or his obligations thereunder.

B. The Contractor shall not sublet, sell, transfer or assign any portion of the contract without written consent of the Owner of his/her designated agent. When such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his/her own organization, work amounting to no less than fifty percent of the total contract cost, except that any item designated in the contract before computing the amount of work required to be performed by the Contractor with his/her own organization. No subcontract, or transfer of contract, shall in any way release the Contractor of his/her liability under the contract and bonds.

C. The Contractor shall not award work to Subcontractor(s) without prior written approval of the Owner, after verification by the Ohio Department of Development of the subcontractor's current eligibility status, and after submission of all certifications as required in INSTRUCTIONS TO BIDDERS. The Contractor shall be fully responsible to the Owner for the acts and omissions of the subcontractor(s), and of the persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him/her.

ARTICLE 11 - CHANGE OF WORK

A. The Owner reserves the right to make, at any time during the progress of the work, such increases or decreases in quantities and such alterations in details of work as may be deemed necessary or desirable. Such increases or decreases and alterations shall not invalidate the contractor nor release the surety, the Contractor agrees to perform the work as altered, the same

as if it had been a part of the original contract.

B. Authorized alterations in plans or quantities of work involving work not covered by unit prices in the proposal are paid for as stipulated in the change order authorizing such work.

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

ARTICLE 12 - TIME

A. The date of beginning and time for completion of the work are essential conditions of the Contract Documents and work embraced shall be commenced on a date specified in the Notice to Proceed.

B. The Contractor will proceed with the work at such rate of progress to ensure full completion with in the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

C. The Contract Time to fully complete the project shall be complete **45** consecutive calendar days following the date of commencement of work to be specified in a written "Notice to Proceed".

D. If the Contractor shall fail to complete the work within the Contract Time, and an extension of time is not granted by the Owner, the Contractor will pay the Owner for liquidated damages $100.00 for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

ARTICLE 13 - COMPLETION OF WORK

A. The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one year from the date of Substantial Completion. The Contractor warrants and guarantees for a period of one year from the date of Substantial Completion of the improvement that it is free from all defects due to faulty materials or workmanship, and the Contractor shall promptly make corrections as may be necessary by reason of such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make repairs, adjustments, or other work which may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Contract Bond shall remain in full force and effect through the guarantee period.

B. When the work, including that performed by Subcontractors, is completed, the site shall be cleaned of all rubbish and debris caused by the construction. All sheds or other temporary structures, surplus materials, and equipment shall be removed and the project left in a neat and presentable condition.

ARTICLE 14 - PAYMENT

Payment to the Contractor shall be made by the Owner as follows: **100% upon completion, Payment will be made only on work that is complete**. The Owner's Representative shall certify on the pay request that he approved the completed work prior to the Owner making payment. Upon receipt of an approved invoice from the Contractor, the owner's representative will forward to the Owner a request to drawdown funds to pay the Contractor. A turnaround time of approximately 45 days is expected before said funds are forwarded to the Owner.

ARTICLE 15 - TERMINATION

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

SUPPLEMENTAL GENERAL CONDITIONS

1. ENUMERATION OF PLANS, SPECIFICATIONS AND ADDENDA

Following are the Plans, Specifications and a Addenda which form a part of this contract, as set forth in Article I of the General Contract Conditions, "Contract and Contract Document".

Drawings	**Number**
See Section D	

Specifications

See Section D

Addenda	**Number**	**Date**

2. STATED ALLOWANCES

The Contractor shall include the following cash allowances in his proposal:

N/A

3. SPECIAL HAZARDS

N/A

4. CONTRACTOR'S AND SUBCONTRACTOR'S PUBLIC LIABILITY, VEHICLE LIABILITY, AND PROPERTY DAMAGE INSURANCE

As required under Article 5 of the General Contract Conditions, the Contractor's Public Liability Insurance and Vehicle Liability Insurance shall be in an amount not less than $1,000,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person in an amount not less than $500,000 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than $1,000,000.

The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage of the type and in the same amount as specified in the preceding paragraph, or (2) insure the activities of his subcontractors in his own policy.

5. PHOTOGRAPHS OF THE PROJECT

The Contractor will furnish photographs in the number, type and state as enumerated below:

1. **Before Demo**
2. **During Demo**
3. **Post Demo**

6. SCHEDULE OF FEDERAL OCCUPATIONAL CLASSIFICATIONS AND DAVIS-BACON MINIMUM HOURLY WAGE RATES IN SECTION E.

Davis-Bacon wage rates do not apply to demolition only projects when the demolition is not part of a larger project. Davis-Bacon wage rates will therefore not apply to the Village of Trimble, OH Demolition Projects.

WORK SPECIFICATIONS

SECTION D

VILLAGE OF TRIMBLE, OH – FEMA FLOOD MITIGATION & DEMOLITION PROJECT SPECIFICATIONS

Hocking Athens Perry Community Action will accept SEALED bid proposals on behalf of the VILLAGE OF TRIMBLE, OH to demolish houses as specified in Attachment A.

General Standards
The intent of this specification is to remove all buildings, materials and utility connections from each property. The **contractor** will remove debris as outlined in this specification, fill with clean fill-dirt, level each site, and provide erosion control if appropriate.

The **contractor** is responsible for providing all equipment, labor and materials necessary to demolish, grade, provide erosion control, as well as transportation to and from all appropriate landfills.

The **contractor** is responsible for obtaining all necessary permits before beginning demolition on the specified properties. This includes demolition permits where applicable.

Notification of Ohio EPA
The **contractor** is responsible for completing and mailing the Ohio EPA Notification of Demolition.

In accordance with the National Emissions Standard for Hazardous Air Pollutants (NESHAPS) Section 61.145(b) the contractor shall notify the EPA Regional Office of the demolition operations 10 working days before the start date. Notification must be mailed or hand delivered. Faxed notifications are not acceptable. **Notifications signed by the asbestos inspector will be provided to the successful bidder to complete and deliver to Ohio EPA**. The form and instructions with definitions are available at epa.ohio.gov/asbestos. The form can be completed, and payment made, at ebiz.epa.ohio.gov. Questions? asbestos@epa.ohio.gov or 614-466-0061.

The **contractor** is also responsible for maintaining a safe work environment for himself, his employees, and nearby neighbors. The structures to be demolished are considered unsound, and therefore require appropriate precautions.

At any time, the OWNE reserves the right to refuse or reject any or all bids.

General Requirements
Removal of Debris:

- **Contractor** must break up and remove ALL concrete or cement from the site (this is to include all walls, footings, floor of basements and/or crawlspaces).

- All rubbish and debris found on the parcel at the start of the work as well as resulting from the demolition activities or deposited on the site by others during the duration of the permit shall be removed and legally disposed of by the **Contractor (dump tickets/records are required to be submitted before payment will be made to contractor).**

- The **Contractor** shall keep the demolition site and public right-of-way sensibly clear and safe at all times

- There shall be no burial of rubbish, trash, wood, cement, concrete or any other extraneous materials on the demolition site.

- Blasting of any type will not be permitted.

- Burning of trash, materials or other debris is prohibited.

- After completion of all demolition and site cleanup the site shall be appropriately graded to allow ease of use and maintenance. Some sites will require additional fill in order to create a smooth and level lot. The Village of Trimble and Hocking Athens Perry Community Action expect these lots to be properly graded to ensure ease of future maintenance of the property and proper drainage of ground water. The **Contractor** will be expected to provide erosion control as needed (Due to the fact that demolition may occur during winter months, the seeding of some sites will be required to occur during the spring).

- Contractor shall apply a 50/50 fescue and rye mixture to the graded lot and apply straw to preserve these efforts.

1. If any artifacts or human remains are found during the excavation process, all work is to cease immediately and the **contractor** will notify Community Action.

2. The **contractor** must follow all applicable local, state, and federal laws, regulations, and requirements for the abatement and disposal of lead, asbestos, and other routinely encountered hazardous substances. If there is an unusual material encountered or there is an extraordinary amount of lead, asbestos, or other routinely encountered hazardous material,

the **contractor** must contact the Community Development Department at Hocking Athens Perry Community Action (740-767-4500) immediately.

3. If deviations from the proposed scope of work result in substantial design changes, the need for additional ground disturbance, additional removal of vegetation, or in any other unanticipated changes to the physical environment, the **contractor** must contact Hocking Athens Perry Community Action.

4. The **Contractor shall refrain from cutting down any trees** without specific and direct permission given by Hocking Athens Perry Community Action.

5. During demolition of this structure, placement of equipment and stockpiling of structural debris will be confined to the front and back of the structure; heavy equipment will, where possible, be kept on the driveway, the street or other hard surfaces.

6. Small or large objects will be removed by hand, where possible.

7. No on-site disposal of demolition debris will be allowed; all debris resulting from the demolition must be deposited in an approved landfill area; no debris can be deposited in wetland or floodplain areas.

8. No on-site granular material will be excavated or stripped to use for capping the foundation and/or for final landscaping.

9. Best management practices will be applied to these properties.

Utility Connection Removal – Contractor Responsibility

Before the demolition can begin all utility service connections, specifically water, sewer, gas, electricity, cable and telephone to the building to be demolished shall be disconnected. The **Contractor** is responsible for coordinating removal of service lines and taps, and must contact the Ohio Utility Protection Services (O.U.P.S. – OHIO811.org) prior to implementing any utility service disconnection procedures.

Utility service accounts will be abandoned by the owner prior to demolition.

Electrical: Wires leading to the structure shall be disconnected at the poles. (American Electric Power)

Water: Water leading from the structure shall be capped and sealed below grade at the edge of the road or as instructed by the water utility provider. (Trimble Water Dept.)

Sewer Tap: Sewer taps are to be abandoned following all applicable local regulations. (Trimble Township Waste Water Dept.)

Natural Gas: Will be removed according to utility company standards. (Columbia Gas)

Cable and Telephone Lines: Will be disconnected.

Wells, Water Cisterns and Septic fields: Must be abandoned per health code standards. (Athens County Health Dept.)

Attachment A
Specific Locations

The following specific locations are identified as locations to be demolished, cleared, and/or graded.

Addresses of Demolition Activities

19842 Lake Drive	Trimble, Ohio 45782	Parcel# M060020008000
19841 Lake Drive	Trimble, Ohio 45782	Parcel# M060020008100
19830 Lake Drive	Trimble, Ohio 45782	Parcel# M060020008500
19820 Lake Drive	Trimble, Ohio 45782	Parcel# M060020008600
19810 Lake Drive	Trimble, Ohio 45782	Parcel# M060020008700
19800 Lake Drive	Trimble, Ohio 45782	Parcel# M060020008800
0 Mill Street	Trimble, Ohio 45782	Parcel# M060030016800
19770 Lake Drive	Trimble, Ohio 45782	Parcel# M060020009100
19510 Lake Drive	Trimble, Ohio 45782	Parcel# M060020012400
11 S. Center St.	Trimble, Ohio 45782	Parcel# M060020000200
19537 Center St.	Trimble, Ohio 45782	Parcel# M060020005900
19367 Walnut St.	Trimble, Ohio 45782	Parcel# M060030016900
19650 St. Rt. 13	Trimble, Ohio 45782	Parcel# M060020007100
19751 St. Rt. 13	Trimble, Ohio 45782	Parcel# M060020007000
0 Lake Drive	Trimble, Ohio 45782	Parcel# M060020009200
0 Lake Drive	Trimble, Ohio 45782	Parcel# M060020009300
0 Lake Drive	Trimble, Ohio 45782	Parcel# M060020007200

Notes:

Prior to authorization of any demolition, a work order for each site will be prepared and a site visit with the contractor and Community Action will take place. This requirement will assure that the correct property is being demolished.

Attachment B
Additional Information

Proposals are to be mailed or delivered by the due date and time to:

Sean Brooks, Community Development Manager
Hocking Athens Perry Community Action
PO Box 220 / 3 Cardaras Dr.
Glouster, OH 45732

** NO Asbestos was detected in the samples tested at: All listed properties
(Pre-Demolition asbestos survey report is available upon request)

** Davis-Bacon wages do not apply to the demolition work at:

Proposal Deadline: Monday April 26th, 2021 at 12:00 PM
Demolition Bidding Form **Location:** Hocking Athens Perry Community Action
3 Cardaras Drive, Glouster, OH 45732

Contractor Name:
_____

Address:
_____

Attention:
_____

Owner Contact Information:
Day Phone: _____
Evening Phone:_____
Email: _____

FEIN #: _____

OR

Social Security #: _____

Demolition Bidding Form

A copy of the following documentation is required with bid submissions. HAPCAP will not review any bids submitted without the following documentation.

Attached

( ) Bid guarantee in either:
- ( ) a bond for the full amount of the bid in favor of the OWNER
- ( ) a certified check, or cashier's check in favor of the OWNER

( ) Proof of active status with BWC & Valid certificate

( ) Certificate of liability insurance (min. limit of liability= $1,000,000)

I _____, am authorized to bid the following amounts to

demolish the buildings identified in this:

<u>Village of Trimble, OH – FEMA – Flood Mitigation & Demolition proposal.</u>

$_____ Total Lump Bid Amount

X _____ Date _____

X _____ Date _____

Co-Owner (if any)

DIVISION OF SOLID AND INFECTIOUS WASTE MANAGEMENT
GUIDANCE DOCUMENT
(614) 644-2621
FAX (614) 728-5315

SUBJECT:	The 2002 Construction and Demolition Debris Rules: Summary for Generators
GUIDANCE:	#0415
REFERENCES:	OAC Chapter 3745-400: C&DD Facilities OAC Chapter 3745-37: Licensing of Facilities ORC Chapter 3714: Construction and Demolition Debris
OTHER REFERENCES:	C&DD Rules Summary for Health Departments, Guidance #0413 C&DD Rules Summary for Operators, Guidance #0414 Clean Hard Fill, Fact Sheet #0563 Asbestos Disposal at C&DD Facilities, Guidance #0587
DATE:	(This guidance supersedes #0415 dated March 31, 1997)
TOTAL PAGES:	6

The purpose of this guidance is to summarize the sections of the construction and demolition debris (C&DD) rules applicable to generators of C&DD, such as construction contractors, demolition contractors, and those doing remodeling. The sections of concern to generators are found in Ohio Revised Code (ORC) Chapter 3714 and in Ohio Administrative Code (OAC) Chapters 3745-37 and 3745-400.

This is one of three summaries of the construction and demolition debris rules, which were adopted September 30, 1996 and revised August 31, 2002. The other two summaries are for operators of C&DD facilities and for health departments.

Generators should note that this summary **does not replace** the actual C&DD rules. This guidance has been developed for use as a quick reference and training aid. Besides the C&DD rules, generators need to have knowledge of the rules concerning hazardous waste, solid waste, infectious waste, liquids, etc. so those wastes can be recognized, sorted, managed, and disposed of properly. Following the procedures and activities in this guidance does not release a generator from any obligations for complying with ORC Chapter 3714 and the OAC rules adopted thereunder. In all cases the rules must be complied with.

The point of contact for questions concerning this guidance is the licensing authority and/or the appropriate Ohio EPA district office.

I. DEFINITIONS (OAC Rule 3745-400-01)

B. "Construction and demolition debris" or "debris" means those materials resulting from the alteration, construction, destruction, rehabilitation, or repair of any manmade physical structure, including, without limitation, houses, buildings, industrial or commercial facilities, or roadways. "Construction and demolition debris" does not include materials identified or listed as solid wastes, infectious wastes, or hazardous wastes pursuant to Chapter 3734 of the Revised Code and rules adopted under it; or materials from mining operations, nontoxic fly ash, spent nontoxic foundry sand, and slag; or reinforced or nonreinforced concrete, asphalt, building or paving brick, or building or paving stone that is stored for a period of less than two years for recycling into a usable construction material.

For the purpose of this definition, "materials resulting from the alteration, construction, destruction, rehabilitation, or repair of any manmade physical structure," are those structural and functional materials comprising the structure and surrounding site improvements, such as brick, concrete and other masonry materials, stone, glass, wall coverings, plaster, drywall, framing and finishing lumber, roofing materials, plumbing fixtures, heating equipment, electrical wiring and components containing no hazardous fluids or refrigerants, insulation, affixed carpeting, asphaltic substances, metals incidental to any of the above, and weathered railroad ties and utility poles.

"Materials resulting from the alteration, construction, destruction, rehabilitation, or repair" do not include materials whose removal has been required prior to demolition, and materials which are otherwise contained within or exist outside the structure such as solid wastes, yard wastes, furniture, and appliances. Also excluded in all cases are liquids including containerized or bulk liquids, fuel tanks, drums and other closed or filled containers, tires, and batteries.

C. “Clean hard fill” means C&DD which consists only of reinforced or nonreinforced concrete, asphalt concrete, brick, block, tile, and/or stone which can be reutilized as construction material. Brick in clean hard fill includes but is not limited to refractory brick and mortar. Clean hard fill does not include materials contaminated with solid wastes, hazardous wastes, or infectious wastes.
D. “Construction and demolition debris facility” or “facility" means any site, location, tract of land, installation, or building used for the disposal of C&DD.

E. “Disposal” means the discharge, deposit, injection, dumping, spilling, leaking, emitting, or placing of any construction and demolition debris into or on any land or ground or surface water or into the air, except if the disposition or placement constitutes storage, reuse, or recycling in a beneficial manner.

F. "Licensing authority" means a city or county health department which is approved by Ohio EPA for administering the C&DD program, or the Ohio EPA where the health department is not on the approved list.

G. “Storage” means holding of debris for a temporary time period and in such a manner that the debris remains retrievable and substantially unchanged and, at the end of the period, is disposed, reused, or recycled in a beneficial manner.

II. AUTHORIZED AND PROHIBITED DISPOSAL METHODS (OAC Rule 3745-400-04)

C&DD must be reused, recycled, or disposed. C&DD can be disposed of only by:

1. Disposal in a licensed C&DD facility, or

2. Disposal in a licensed solid waste disposal facility, or

3. Disposal by means of open burning, if permitted by OAC Rule 3745-19

Penalty: Conducting or allowing illegal disposal of C&DD is a second degree misdemeanor under ORC 3714 and is subject to penalty up to $750 and 90 days in jail (ORC Section 2929.21) for each day of violation. Penalties are in addition to the costs incurred in cleaning up the illegal disposal and having it properly disposed.

III. FACILITY EXCLUSIONS (ORC Section 3714.01) and (OAC Rule 3745-400-03)

A C&DD facility is required to have a facility license. "Facility" does not include:

1. Any construction site where construction debris and trees and brush removed in clearing the construction site are used as fill material on the site where the materials are generated or removed is not considered a C&DD facility. This means that construction debris, trees, and brush may be buried on the construction site without the site being considered a C&DD facility requiring a C&DD license. However, while C&DD rules do not prohibit burial of construction debris, trees, or brush; zoning restrictions or township or municipal ordinances may prohibit burial.

2. Any site where clean hard fill (see Section I) is used, either alone or in conjunction with clean soil, sand, gravel, or other clean aggregates, in legitimate fill operations is not considered a C&DD facility.

This means that clean hard fill can be used as fill material on the site where it was generated or other sites where it is appropriate.

If placing clean hard fill off the site of generation, the person placing the clean hard fill must provide the licensing authority (approved health department or Ohio EPA) a written Notice of Intent to Fill at least seven days prior to filling, in accordance with OAC Rule 3745-400-05(C) as described in Section IV.

3. Any site where debris is not disposed, such as where debris is reused or recycled in a beneficial manner, or stored for a temporary period remaining unchanged and retrievable.

This means that C&DD material, for example shingles, could be stored and then used as an additive for asphalt, as long as the shingles are recognizable and easily retrievable. However, if the shingles become unrecognizable due to weathering and deterioration, the site becomes an illegal disposal facility.

IV. CLEAN HARD FILL (OAC Rule 3745-400-05)

Use or Disposal of Clean Hard Fill: Clean hard fill can be used or disposed of in any of the following four ways:

1. Recycled into usable construction material.

2. Disposed in a licensed C&DD or solid waste landfill facility.

3. Used in legitimate fill operations for construction purposes or to raise the elevation of the site to a consistent grade at the site of generation.

4. Used in legitimate fill operations for construction purposes or to raise the site to a consistent grade on a site other than the site of generation. When clean hard fill is placed off the site of generation, the person placing the clean hard fill shall provide a seven-day "Notice of Intent to Fill."

Notice of Intent to Fill: The person responsible for causing clean hard fill to be used to change grade on a site, other than the site of generation, shall provide a written "Notice of Intent to Fill" to
the licensing authority (approved health department or Ohio EPA) where the clean hard fill is to be
placed. The Notice of Intent to Fill should contain the following:

1. The nature of the fill material

2. The site of generation or removal

3. The site(s) to be filled

4. When filling will begin and end

5. The telephone number of the notifier.

The notification must be received by each local licensing authority with sites to be filled, **at least seven days prior** to filling as required by ORC Section 3714.13(F). The notifier must provide a new Notice of Intent to Fill if there are any changes in the information required for notification.

Storage of Clean Hard Fill: Clean hard fill can be stored for the purpose of recycling into a useable construction material. It must be stored for a period of less than two years and be retrievable and substantially unchanged. However, if the pile is not actively worked, the storage time frame changes. Once the initial two year time period is surpassed, the clean hard fill becomes C&DD by definition. The generator can either utilize the clean hard fill, comply with the regulations of C&DD storage (see Section 1F) by retaining the clean hard fill in an unchanged and retrievable state, or obtain a C&DD license and become a licensed disposal facility. Failure to do one of the above may constitute illegal disposal. See Guidance Document #0563

The two year limit of storage can be exceeded at an "active" clean hard fill pile if the pile is adjacent to a construction materials processing facility and clean hard fill material is added to and removed from the pile within a two year period.

V. WASTE ACCEPTANCE AND DISPOSAL (OAC Rule 3745-400-11)

This section of the document discusses what wastes can be accepted and/or disposed of at C&DD facilities. For the purpose of this section, “acceptance” of waste occurs when the owner or operator of the facility has allowed a load of waste to proceed to the unloading zone. The term “disposal” means the waste has been placed in the working face.

1. The C&DD must be readily identifiable as C&DD prior to **acceptance** by the facility and shall not be shredded or pulverized, unless exempted by the licensing authority (see OAC Rule 3745-400-15). Any waste not recognizable as C&DD shall not be accepted.

2. Owners or operators of a facility shall not **accept** any hazardous wastes, infectious wastes, or containerized or bulk liquids. Also, liquid wastes, such as paint or varnish, which have been solidified cannot be accepted for disposal. If any of these prohibited materials are detected in incoming loads, the entire load shall be refused.

3. Owners or operators of facilities shall not **dispose** of any solid wastes except:

    a. Packaging from construction materials may be disposed if it is incidental to the load. [A load of packaging materials cannot be accepted by a C&DD facility because the packaging is not incidental to the load.]

b. Tree stumps, trunks, and clean branches (without leaves and smaller branches attached) exceeding 4 inches (10 cm) in diameter may be disposed. (Any tree parts taken off site smaller than 4 inches in diameter are considered yard waste and must be disposed of accordingly. A load of source-separated yard waste can go to a composting facility or a mixed load to a solid waste landfill.) However, all tree materials and brush removed from clearing a construction site may be disposed by burial on the site of generation, subject to local requirements (OAC Rule 3745-400-03).

c. Materials subject to NESHAP, 40 CFR part 61, Subpart M may be disposed of only if the necessary air pollution control permits have been issued to the facility. See Guidance Document #0587

Materials resulting from mining operations, non-toxic fly ash and bottom ash, non-toxic spent foundry sand, and slag are not solid wastes (ORC Section 3734.01) nor construction and demolition debris. However a C&DD facility can dispose these "exempt" materials only if the owner or operator receives the authorization required pursuant to ORC Chapter 6111: Water Pollution Control and Chapter 3704: Air Pollution Control. Generators may need to contact the C&DD facility to ensure the facility has the proper authorization for acceptance of these materials.

VI. LICENSING AUTHORITY (OAC Rules 3745-400-01 and 3745-37-08)

The licensing authority enforces the C&DD laws and regulations through inspecting the facilities, issuance of operating licenses, receiving and inspecting Notices of Intent to Fill operations, issuing and denying exemptions, and investigating complaints. Of the approximately 150 county and city health departments, about two-thirds enforce the program. The remaining one-third unapproved localities are regulated and licensed by the Ohio EPA. To find out the licensing authority in your area, go to http://www.epa.state.oh.us/dsiwm/document/facility_lists/approved_list_of_hds.pdf

VII. EXEMPTIONS (ORC Section 3714.04)

The Director of Ohio EPA or the Health Department may allow exemptions from almost all parts of OAC 3745-37, OAC 3745-400, and ORC 3714, if in the determination of the Director or Board of Health, the person(s) disposing of or proposing to dispose of C&DD, is not likely to adversely affect public health or safety or the environment or create a fire hazard.

DAVIS-BACON WAGE DETERMINATIONS

SECTION E

**Davis-Bacon wage rates do not apply to federally-funded demolition-only projects when the demolition is not part of a larger project. Davis-Bacon wage rates will therefore not apply to the Village of Trimble, OH FEMA Demolition Projects.

PROPOSAL FORMS

SECTION F

Bidders must complete and return Section F in its entirety.

BID FOR LUMP SUM/UNIT PRICE CONTRACTS

PLACE: **Hocking Athens Perry Community Action**
PO Box 220 / 3 Cardaras Dr. Glouster, Ohio 45732

DATE: **April 26th, 2021 @ 12:00 PM**

Proposal of _____
(hereinafter called "Bidder") a (circle one) Corporation / Partnership / LLC / Sole Proprietor, organized and existing under the laws of the State of _____, doing business as _____.

TO: Hocking Athens Perry Community Action (hereinafter called "Agent")

The Bidder, in compliance with your invitation for bids for the Village of Trimble, OH FEMA Mitigation and Demolition Projects, having examined the plans and specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies and to construct the project in accordance with the contract documents, within the time set forth therein, and at the process stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within **45** consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay liquidated damages, the sum of $100.00 for each consecutive calendar day thereafter as hereinafter provided in the General Contract Conditions.

Bidder acknowledges receipt of the following addendum(s):

_____

BASE BID:

Bidder agrees to perform all of the Village of Trimble – FEMA Flood Mitigation & Demolition work described in the work specifications of the bidding documents and in accordance with all contract terms for the properties listed under the **Lump Bid** section on **Attachment A** for the total amount of:

TOTAL BID PRICE PROPOSAL $_____

IN WORDS _____

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

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

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive based on any informalities in the bidding.

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

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Article 12, Section C of the General Contract Conditions. The bid security attached in the sum of $_____(in words) _____is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

RESPECTFULLY SUBMITTED:

BY_____

TITLE_____

BUSINESS NAME AND ADDRESS:

_____

_____

_____

PHONE_____

FED. ID OR SS#_____

SEAL
(If Applicable)

BID GUARANTY AND
CONTRACT BOND

(SECTION 153.571 Ohio Revised Code)

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

_____
(Name and Address)

as Principal and _____
(Name of Surety)
_____as Surety,

are hereby held and firmly bound unto **The Village of Trimble, OH** as Obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on _____to undertake the project known as:
The Village of Trimble - FEMA Flood Mitigation .

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of dollars
($_____).
(If the above line is left blank, the penal sum will be the full amount of the Principals 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 on the above referred to project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal, within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and

indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

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

SIGNED AND SEALED This _____ day of _____
_____, _____.

_____
Principal

By:_____

Title:_____

_____
Surety

By:_____
Attorney-in-Fact

Surety Company Address:

_____

_____

_____

Surety Agent's Name and Address:

_____

_____

_____

AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY OF PERSONAL PROPERTY TAXES

O.R.C. 5919.042

STATE OF _____:

SS:

TO:

The undersigned, being first duly sworn, having been awarded a contract by you for **The Village of Trimble, OH – FEMA Flood Mitigation & Demolition projects** hereby states that we are not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list.

In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

_____

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

_____, _____.

_____
Notary Public

_____
My Commission Expires

SEAL

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

BID Identification:

The Village of Trimble, OH – FEMA Flood Mitigation & Demolition projects

CONTRACTOR _____

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

Signed:

_____

Subscribed and sworn to before me this _____day of _____, _____.

_____

Notary Public

_____

My Commission Expires

SEAL

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160 - 19211). Copies of the regulation may be obtained by contacting the U.S. Department of Education, Grants and Contracts Service, 400 Maryland Avenue, S.W. (Room 3633 GSA Regional Office Building No. 3), Washington, DC. 20202-4725, telephone (202) 732-2505.

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____
Organization Name

_____
PR/Award Number or Project Name

_____
Name and Title of Authorized Representative

_____ _____
Signature Date

ED Form GCS-008 (REV.12/88)

Additional Certifications

Project Name: <u>The Village of Trimble, OH – FEMA Flood Mitigation & Demolition projects</u>

Project Description: Demolition & Greening of blighted properties in the Village of Trimble, OH

I certify that my company has the *facilities* to complete this job.

I certify that my company has the *labor force* to complete this job.

I certify that my company has the *equipment* to complete this job.

I certify that my company has the *administrative capacity* to complete this job.

I certify that my company has the *knowledge* to complete this job.

I certify that my company maintains a *drug free workplace.*

_____

Name and Title of Authorized Representative

_____

Signature & Date

BONDING AND INSURANCE REQUIREMENTS

A state or local unit of government receiving a grant from the Federal government which requires contracting for construction of facility improvement shall follow its own requirement relating to bid guarantees, performance bonds, and payment bonds, except for contracts or subcontracts exceeding $100,000.00. For contracts or subcontracts exceeding $100,000.00, the Federal agency may accept the bonding policy requirement of the grantee provided the Federal agency has made a determination that the Government's interest in adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

A. A bid guarantee from each bidder equivalent to ten percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

B. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

EXPERIENCE STATEMENT OF BIDDER

The BIDDER/CONTRACTOR is required to state in detail, in the space provided below, what work of character similar to that included in this proposed Contract Documents it has done, to give reference and such other detailed information as it will enable the OWNER to determine responsibility including experience, skill and financial standing.

PROJECT NAME:_____ **CONTACT:**_____
ADDRESS_____ **PHONE:**_____
_____ **FAX:**_____
_____ **EMAIL:**_____
_____ **DATE OF PROJECT:**_____
DESCRIPTION OF WORK:_____

PROJECT NAME:_____ **CONTACT:**_____
ADDRESS_____ **PHONE:**_____
_____ **FAX:**_____
_____ **EMAIL:**_____
_____ **DATE OF PROJECT:**_____

DESCRIPTION OF WORK:_____

PROJECT NAME:_____ **CONTACT:**_____
ADDRESS_____ **PHONE:**_____
_____ **FAX:**_____
_____ **EMAIL:**_____
_____ **DATE OF PROJECT:**_____
DESCRIPTION OF WORK:_____

Form **W-9**
(Rev. December 2014)
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.

Print or type
See **Specific Instructions** on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 on page 3.

Sign Here	**Signature of U.S. person** ▶	**Date** ▶

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

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?* on page 2.

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?* on page 2 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 Publication 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 28% 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 Part II instructions on page 3 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* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

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* on page 3 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, list first, and then circle, the name of the person or entity whose number you entered in Part I of 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 in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in 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.

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. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), 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 the chart on page 4 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. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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 items 1, 4, or 5 below indicate 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), 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)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. 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]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. 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* on page 2.

***Note.** 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 Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system 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 contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov 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.

********** FOR INSTRUCTIONAL USE ONLY **********

READ BEFORE COMPLETING YOUR DMA FORM

Forms not conforming to the specifications listed below or not submitted to the appropriate agency or office will not be processed.

- To complete this form, you will need a copy of the Terrorist Exclusion List for reference. The Terrorist Exclusion List can be found on the Ohio Homeland Security Web site at the following address:

  http://www.homelandsecurity.ohio.gov/dma/dma.asp

- Be sure you have the correct DMA form. If you are applying for a state issued license, permit, certification or registration, the "State Issued License" DMA form must be completed (HLS 0036). If you are applying for employment with a government entity, the "Public Employment" DMA form must be completed (HLS 0037). If you are obtaining a contract to conduct business with or receive funding from a government entity, the "Government Business and Funding Contracts" DMA form must be completed (HLS 0038).

- Your DMA form is to be submitted to the issuing agency or entity. "Issuing agency or entity" means the government agency or office that has requested the form from you or the government agency or office to which you are applying for a license, employment or a business contract. For example, if you are seeking a business contract with the Ohio Department of Commerce's Division of Financial Institutions, then the form needs to be submitted to the Department of Commerce's Division of Financial Institutions. Do NOT send the form to the Ohio Department of Public Safety UNLESS you are seeking a license from or employment or business contract with one of its eight divisions listed below.

- Department of Public Safety Divisions:

  Administration
  Ohio Bureau of Motor Vehicles
  Ohio Emergency Management Agency
  Ohio Emergency Medical Services
  Ohio Homeland Security*
  Ohio Investigative Unit
  Ohio Criminal Justice Services
  Ohio State Highway Patrol

- * DO **NOT** SEND THE FORM TO OHIO HOMELAND SECURITY UNLESS OTHERWISE DIRECTED. FORMS SENT TO THE WRONG AGENCY OR ENTITY WILL NOT BE PROCESSED.

********** FOR INSTRUCTIONAL USE ONLY **********

OHIO DEPARTMENT OF PUBLIC SAFETY
DIVISION OF HOMELAND SECURITY
http://www.homelandsecurity.ohio.gov

PUBLIC EMPLOYMENT

In accordance with section 2909.34 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration by an applicant for public employment of material assistance/nonassistance to an organization on the U.S. Department of State Terrorist Exclusion List ("TEL"). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

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

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

LAST NAME	FIRST NAME	MIDDLE INITIAL

HOME ADDRESS			
CITY	**STATE**	**ZIP**	**COUNTY**
HOME PHONE ( ) -	**WORK PHONE** ( ) -		

DECLARATION

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

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

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

If an applicant's employment is denied due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the denial. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced above.

APPLICANT SIGNATURE	DATE
X	