

ADDENDUM NO. 1

VILLAGE OF ARCANUM South Main Street Reconstruction November 15, 2013

To: Planholders

From: Mote & Associates, Inc.
214 West Fourth Street
Greenville, Ohio 45331
Phone: (937) 548-7511
Fax: (937) 548-7484
E-mail: info@moteassociates.com

Re: Village of Arcanum
South Main Street Reconstruction

This Addendum forms a part of the Contract Documents and modifies the original Contract Documents dated October 2013. Acknowledge receipt of this Addendum in the space provided on the Bid Proposal form. Failure to do so may subject the Bidder to disqualification.

CHANGES/CLARIFICATIONS TO THE BIDDING REQUIREMENTS:

1. Section 00 41 43, BID FORM

The "Bid Form" has been revised to reflect the following changes:

- A) Addition of 32 C.Y. of Bid Item 411 – Stabilized Crushed Aggregate for the temporary drive to the Post Office.
- B) The following line items have been added to the Bid Form for connection of residential downspout drains as directed by the Engineer:
 - Item 611 – 6" Conduit, Type B (707.33) – 100 L.F.
 - Item 611 – 6" Storm Lateral to Right-of-Way with Inserta-T – 1 Each
 - Item 611 – 6" Storm Lateral from Right-of-Way to Catch Basin – 1 Each
- C) Quantity for Item 625 - 1 ¼" Conduit and Conductors was decreased from 2500 L.F. to 2200 L.F.
- D) Item 638 – Water Valve Adjusted to Grade, a quantity of one has been added to the Bid Form to reflect a valve shown in the sidewalk in front of 208 South Main Street (fire department) on Sheet #15 of 24.
- E) The quantity of Item 33 11 13 - 10" x 8" Cross has been increased by one to a quantity of two.
- F) The quantity for Item 33 12 13 – ¾" Water Service Connection has been decreased by one from a quantity of 47 each to 46 each.

- G) Addition of one Item 33 12 13 - 1" Water Service Connection for a total of two in the project. These items have been split into separate bid items based on the station location of each.
- H) Revision to Item 33 12 16 - 8" Gate Valve with Box at a quantity of 9 each to:
Item 33 12 16 - 6" Gate Valve with Box with the quantity of 9 remaining the same.
- I) Addition of Alternate Bid #1 to include the additional cost to install a 20 amp GFI receptacle in a weather resistant box in each light pole. This is an "Adder" bid item.
- J) Addition of Alternate Bid #2 to add a Dyna Driver dimming control to the light fixture. This also is an "Adder" bid item.
- K) Addition of Alternate Bid #3 to propose installation of a 12" water line in lieu of the 10" water line as shown on the plans along with all related appurtenances. The quantities for the 10" water line installation and all related appurtenances will be deducted from the Base Bid should this Alternate Bid #3 be chosen.
- L) Addition of Alternate Bid #4 to plane and resurface the remaining intersection (north side) of South Main Street and South Street to eliminate the trench patch from the 10" water line connection.

A "Revised Bid Form" is attached to this Addendum and shall become part of the Bid Package. Please insure that receipt of this Addendum is noted on your bidding documents. Bidders will be allowed to utilize an Excel spreadsheet with submittal of their bid packet, if desired, but it must include all of the documentation shown on the Revised Bid Form.

2. Section 00 52 43, CONSTRUCTION CONTRACT

Due to some recent changes made by Darke County to the Construction Contract Form, a revised Construction Contract has been attached which indicates the terms of the Agreement.

3. Section 00 71 00, GENERAL PROVISIONS (CDBG)

Page 1 of 21, Definitions & Terms Section 1, Item #2., presently indicates the Owner is the "Village of Ansonia". This shall be changed to read "Village of Arcanum".

4. Section 00 73 52, WAGE DETERMINATION SCHEDULE

The "Wage Determination Schedule" dated 10/04/2013 with 26 Modifications has changed. A new "Wage Determination Schedule" dated 11/08/2013 with 28 Modifications is located on our website at www.moteassociates.com. Click on Current Projects located on the left hand side of the home page. The Wage Determination Schedule is included as a separate item under Addendum No. 1 which is listed below the project entitled: **Village of Arcanum**, Darke County Board of Commissioners (Contracting Authority), Arcanum South Main Street Reconstruction. The Wage Determination Schedule is NOT included as an attachment to this Addendum and must be accessed via our website.

CHANGES/CLARIFICATIONS TO THE DETAIL CONSTRUCTION PLANS:

5. Sheet #2 of #24 – Typical Section and Details

The “Typical Street Section ~ South Main Street” includes Item 408 – Prime Coat along with a note indicating that this material shall only be installed if directed by the Engineer.

6. Sheet #6 of #24 – General Notes

General Note #12 – Item 614 Maintaining Traffic, As Per Plan: Please note that additional requirements for traffic maintenance are included in this Note. School buses and trucks will be re-routed off of South Main Street. Signage will be maintained by the Contractor with the Village supplementing with signs for directions to businesses. Some residences on the southeast end of the project limits can only be accessed by South Main Street. The Contractor shall be responsible for informing these residents of any street closures throughout the project to insure ingress/egress.

General Note #4 (Excavation) and #32 (Aggregate Base): As clarification, compaction testing shall be completed with a tandem truck by proof rolling the sub-base and then the aggregate base after materials are placed.

General Note #31 – Concurrent Activity with Utility Companies: Vectren states the relocation of existing gas lines within the project limits will be completed in April 2014.

General Note #40 - Proposed Street Lighting: This Note identifies the proposed light fixture as a “Philips Hadco RX164 H3 NAMNNSN”. This light fixture model has been changed to: “**Philips Hadco RX180a2na5rnsn**”.

General Note #40 – Proposed Street Lighting: This Note states that the Village will install all electrical wiring for the street lights. This shall be changed to read as follows: “**The Village of Arcanum will only install electrical service to the first pole of each series.**” There are two series of poles. One series includes five poles and the other series includes three poles.

Proposed Street Lighting General Note #40: The last page in the Contract Documents Manual is a detail sheet of the Light Pole proposed for use with this project. This pole shall also include a provision for a 20 amp GFI receptacle located approximately 10’ from the ground elevation. This shall be included in the price for the Light Pole & Fixture in the Base Bid and the Alternate Bid.

The Light Pole & Fixture in the Base Bid will include the following:

- A) A line item for the concrete light pole base, and
- B) A line item for the light pole with a cut-out for the placement of a GFI receptacle and the light fixture with a photocell.

7. Sheet #16 of #24 – Plan & Profile Sheet

The detectable warnings located at the intersection of South Main Street and South Street shall be increased in size as shown on the Intersection Detail attached to this Addendum.

GENERAL COMMENTS:

- 8. Item 638 – Water Valve Abandoned included in the Bid Form shall be removed to 12” below finish grade and backfilled with K-crete.

9. The 2" Water Service Connection (Item 33 12 13) shall include the following items in lieu of those needed for installation of 3/4" to 1 1/2" Water Services as well as any other appurtenances necessary to make the service connection complete:

Meter Pit -- Carson Heavy Wall Pit -- Model # 36B
Meter Pit Cover -- Ford Model # MC-36-T
Bronze Meter Flange -- Ford Model # 50295 (2 each)
Meter Flange Gasket -- Ford Model #50310 (2 each)
3/4" x 2 1/4" Flg. Nut & Bolt -- Ford Model #50320 (4 each)

10. All retaining walls shown on the plans shall remain in-place. Any concrete walks adjacent to the retaining walls shall be extended to meet up with the face of the retaining wall. The plans are intended to eliminate voids between sidewalk and retaining walls. Any additional sidewalk quantities will be measured upon completion with payment adjusted based on actual sidewalk placed.
11. The handrails at 403 and 410 South Main Street that extend into the right-of-way shall be removed and reinstalled as needed to complete the work. This cost shall be included in Item 608 - Concrete Walk line item in the Base Bid.
12. The type of concrete to be installed for the light pole bases, curb and gutter, drive approaches, and sidewalk shall be per the Ohio Department of Transportation, 2013 Construction and Materials Specifications.
13. Item 608 -- Concrete Walk, As Per Plan includes the total square footage of all 4" concrete to be placed including sidewalks and curb ramps. Every square foot of 4" concrete placed will be field measured and paid accordingly to the unit price bid. Item 608 -- Curb Ramp w/ Detectable Warnings should include the price to install the truncated domes and any extra labor needed to form the curb ramps according to ODOT specifications.
14. Bids will be received by the Village of Arcanum at their municipal office located at 104 West South Street which opens daily at 8:30 A.M. On Thursday, November 21, 2013 the office will remain open through lunch time for the submittal of bids up until 1:00 P.M. Bids will not be accepted and will be returned unopened after that time. Bids will be publicly opened and read aloud at 1:00 P.M.
15. Contract award is expected to occur prior to the end of December 2013 upon receipt of release of the federal funds included within this project. The Contract Documents allow 60 days for issuance of the Notice of Award.
16. The Village is unaware of locations available for disposal of excavated material and/or millings at this time.

End of Addendum

Attachments: Section 00 41 43, Revised Bid Form
Section 00 52 43, Construction Contract
South Main & South Street Intersection Detail

REVISED BID FORM

00 41 43

To the Darke County Board of Commissioners and the Village of Arcanum for the work known as the Arcanum South Main Street Reconstruction.

By submission of this bid, each bidder certifies and in the case of a joint bid each party thereto certifies, as to its own organization that this bid has been arrived at independently without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or any competition. The bidder hereby agrees to commence work under this contract on or before the date as specified in the Notice to Proceed and to substantially complete the project no later than **August 15, 2014**. The bidder agrees to pay liquidated damages in the sum of **\$500.00** for each consecutive day thereafter.

In compliance with the Advertisement for Bids, the signer of this Bid Form as bidder declares that he has examined the Instructions to Bidders, Agreement Form, Contract Bond, General and Supplementary Conditions, Specifications, and the site of work and acknowledges receipt of Addenda # _____; and that he is aware that bid quantities are estimated for bid purposes only. The Owner reserves the right to add or delete such quantities within the scope of the project as deemed necessary without in any way invalidating the Unit Prices bid. Bidder acknowledges that the estimated bid quantities are not guaranteed and final payment for all Unit Price Bid items will be based on actual quantities provided and determined as provided in the Contract Documents. Bidder agrees that any item not specifically shown or called out on the plans or within the specifications, but is required to complete the work in place and fully operational, shall be included in the bid item that is most closely associated with that portion of the work. Bidder will complete the Work in accordance with the Contract Documents for the following price(s) and will contract to do all the work and furnish all the materials called for by said plans and specifications, and in consideration thereof, to accept from the Owner as full payment for the completion of each specified item and any required maintenance thereof as hereinafter provided, for the following prices:

Base Bid Schedule

Bid Item	Bid Item Description	Qty.	Unit	Material Cost	Labor Cost	Unit Price*	Total Cost
201	Clearing & Grubbing	1	Lump				
201	Stump Removed	35	Each				
202	Walk Removed	18,298	S.F.				
202	Catch Basin Removed	17	Each				
202	Pipe Removed	68	L.F.				
202	Cistern Abandoned	180	C.Y.				
203	Excavation, As Per Plan	6,250	C.Y.				
204	Subgrade Compaction	10,802	S.Y.				
204	Subgrade Preparation	350	C.Y.				
204	Subgrade Stabilization, Geogrid	2,000	S.Y.				
301	Asphalt Concrete Base	1,500	C.Y.				
304	Aggregate Base, As Per Plan	1,824	C.Y.				
407	Tack Coat for Intermediate Course	432	Gal.				

** Material Unit Cost and Labor Unit Cost shall include all overhead, profit and all miscellaneous costs.
The sum of Material Unit Cost and Labor Unit Cost shall equal Unit Price.
Total Unit Price times listed Quantity shall equal Total Cost.
The sum of all Total Costs shall equal total amount of bid.
All costs must be rounded to the nearest whole dollar (no cents).*

Bidder Name:

BID FORM (continued)

00 41 43

To the Darke County Board of Commissioners and the Village of Arcanum for the work known as the Arcanum South Main Street Reconstruction.

Base Bid Schedule (continued)

Bid Item	Bid Item Description	Qty.	Unit	Material Cost	Labor Cost	Unit Price*	Total Cost
408	Prime Coat	4,320	Gal.				
411	Stabilized Crushed Aggregate	32	C.Y.				
448	Asphalt Concrete Surface, Type 1, PG 64-22	461	C.Y.				
448	Asphalt Concrete Intermediate, Type 2, PG 64-22	450	C.Y.				
451	Reinforced Concrete Pavement	276	S.Y.				
452	Non-Reinforced Concrete Pavement	500	S.Y.				
608	Concrete Walk, As Per Plan	19,271	S.F.				
608	Curb Ramp w/Detectable Warnings	20	Each				
609	Combination Curb & Gutter, As Per Plan	5,293	L.F.				
611	4" Storm Drain Repair	1	Each				
611	6" Storm Drain Repair	1	Each				
611	8" Storm Drain Repair	1	Each				
611	12" Storm Drain Repair	1	Each				
611	6" Conduit, Type B (707.33)	100	L.F.				
611	8" Conduit, Type B (707.33)	179	L.F.				
611	12" Conduit, Type B (707.33)	588	L.F.				
611	15" Conduit, Type B (707.33)	722	L.F.				
611	18" Conduit, Type B (707.33)	442	L.F.				
611	6" Storm Lateral to Right-of-Way with Inserta-T	1	Each				
611	6" Storm Lateral from Right-of-Way to Catch Basin	1	Each				
611	Storm Manhole, Type A	6	Each				
611	Catch Basin, Type A, As Per Plan	22	Each				
611	Manhole Adjusted to Grade	7	Each				
614	Maintaining Traffic, As Per Plan	1	Lump				
624	Mobilization	1	Lump				
625	1 1/4" Conduit (725.051) and Conductors	2,200	L.F.				
630	Removal of Ground Mounted Sign and Reinstall	1	Lump				

Bidder Name: _____

BID FORM (continued)

00 41 43

To the Darke County Board of Commissioners and the Village of Arcanum for the work known as the Arcanum South Main Street Reconstruction.

Base Bid Schedule (continued)

Bid Item	Bid Item Description	Qty.	Unit	Material Cost	Labor Cost	Unit Price*	Total Cost
638	Fire Hydrant Removed	8	Each				
638	Water Valve Abandoned	7	Each				
638	Water Valve Adjusted to Grade	1	Each				
642	Center Line, Type 1 (Double Yellow)	0.5	Mile				
659	Seeding & Mulching, As Per Plan	2,980	S.Y.				
33 12 34	Asphalt Rejuvenating Agent (Reclamite)	10,802	S.Y.				
33 11 13	10" Water Line (AWWA C-151, Class 53)	2,705	L.F.				
33 11 13	8" Water Line (AWWA C-151, Class 53)	142	L.F.				
33 11 13	6" Water Line (AWWA C-151, Class 53)	160	L.F.				
33 11 13	10" x 8" Cross	2	Each				
33 11 13	10" x 10" Tee	1	Each				
33 11 13	10" x 8" Tee	4	Each				
33 11 13	10" x 6" Tee	9	Each				
33 11 13	10" – 45° Bend	6	Each				
33 11 13	8" – 45° Bend	2	Each				
33 11 13	6" – 45° Bend	6	Each				
33 11 13	4" – 45° Bend	4	Each				
33 11 13	12" x 10" Reducer	1	Each				
33 11 13	8" x 6" Reducer	4	Each				
33 11 13	8" x 4" Reducer	2	Each				
33 11 13	12" Cutting –in-Sleeve	1	Each				
33 11 13	10" Cutting –in-Sleeve	2	Each				
33 11 13	8" Cutting –in-Sleeve	2	Each				
33 11 13	6" Cutting –in-Sleeve	4	Each				
33 11 13	4" Cutting-in-Sleeve	2	Each				
33 11 13	10" Plug	1	Each				
33 12 13	¾" Water Service Connection	46	Each				
33 12 13	1" Water Service Connection (Sta. 10+07, Lt.)	1	Each				
33 12 13	1" Water Service Connection (Sta. 16+90, Rt.)	1	Each				
33 12 13	1 ½" Water Service Connection	1	Each				
33 12 13	2" Water Service Connection	1	Each				

Bidder Name: _____

BID FORM (continued)

00 41 43

To the Darke County Board of Commissioners and the Village of Arcanum for the work known as the Arcanum South Main Street Reconstruction.

Base Bid Schedule (continued)

Bid Item	Bid Item Description	Qty.	Unit	Material Cost	Labor Cost	Unit Price*	Total Cost
33 12 16	10" Gate Valve w/ Box	9	Each				
33 12 16	8" Gate Valve w/ Box	6	Each				
33 12 16	6" Gate Valve w/ Box	9	Each				
33 12 19	Fire Hydrant	9	Each				
Spec	Light Pole Base, As Per Plan	8	Each				
Spec	Light Pole & Fixture, As Per Plan	8	Each				
Spec	Post Office Drop Box, Removed & Reset	1	Lump				
Spec	Bond Expense	1	Lump				

Total Amount of Base Bid (in figures): \$ _____

Total Amount of Base Bid (in words): _____

Alternate #1 Bid Schedule

Scope: This Alternate #1 provides for an addition to the contract amount for the installation of a 20 amp GFI receptacle to each light pole 10' above finish grade to match decorative post.

Bid Item	Bid Item Description	Qty.	Unit	Material Cost	Labor Cost	Unit Price*	Total Cost
Spec	Add installation of 20 amp GFI receptacle to Light Pole	8	Each				

Adder Amount for Alternate #1 Bid (in figures): \$ _____

Adder Amount for Alternate #1 Bid (in words): _____

Bidder Name _____

BID FORM (continued)

00 41 43

To the Darke County Board of Commissioners and the Village of Arcanum for the work known as the **Arcanum South Main Street Reconstruction.**

Alternate #2 Bid Schedule

Scope: This Alternate #2 provides for an addition to the contract amount for the light fixture to include a Dyna Driver dimming control for each fixture

Bid Item	Bid Item Description	Qty.	Unit	Material Cost	Labor Cost	Unit Price*	Total Cost
Spec	Add Dyna Driver dimming controls to Light Fixture	8	Each				

Adder Amount for Alternate #2 Bid (in figures): \$ _____

Adder Amount for Alternate #2 Bid (in words): _____

Alternate #3 Bid Schedule

Scope: This Alternate #3 will provide the option of installation of a 12" water line and related appurtenances in lieu of the 10" water line shown on the plans.

Bid Item	Bid Item Description	Qty.	Unit	Material Cost	Labor Cost	Unit Price*	Total Cost
33 11 13	12" Water Line (AWWA C-151, Class 53)	2,705	L.F.				
33 11 13	12" x 8" Cross	2	Each				
33 11 13	12" x 12" Tee	1	Each				
33 11 13	12" x 8" Tee	4	Each				
33 11 13	12" x 6" Tee	9	Each				
33 11 13	12" – 45° Bend	6	Each				
33 11 13	12" Plug	1	Each				
33 11 13	12" Gate Valve w/ Box	8	Each				

Adder Amount for Alternate #3 Bid (in figures): \$ _____

Adder Amount for Alternate #3 Bid (in words): _____

Bidder Name _____

BID FORM (continued)

00 41 43

To the Darke County Board of Commissioners and the Village of Arcanum for the work known as the **Arcanum South Main Street Reconstruction.**

Alternate #4 Bid Schedule

Scope: This Alternate #4 will include pavement planning of the asphalt concrete surface approximately 1 1/2" in depth from the centerline of South Street at the project limits presently shown on Sheet #16 proceeding east and west to be extended perpendicular to the north side of South Street. This area will then be resurfaced to original grade. The purpose of this Alternate #4 is to eliminate trench patch of the water line connection that proceeds past the reconstruction limits.

Bid Item	Bid Item Description	Qty.	Unit	Material Cost	Labor Cost	Unit Price*	Total Cost
254	Pavement Planing, Asphalt	180	S.Y.				
448	1 1/2" Asphalt Concrete Surface, Type 1, PG 64-22	7.5	C.Y.				
32 12 34	Asphalt Rejuvenating Agent (Reclamite)	180	S.Y.				

Adder Amount for Alternate #1 Bid (in figures): \$ _____

Adder Amount for Alternate #1 Bid (in words): _____

The undersigned

agrees that the Darke County Board of Commissioners and the Village of Arcanum reserves the right to reject any or all bids, to waive any informalities or irregularities in the bids received, and to accept that bid which is considered lowest and to the best interest of the Darke County Board of Commissioners and Village of Arcanum.

The undersigned

agrees that if this Proposal shall be accepted, he will be prepared to discuss with the Darke County Board of Commissioners and Village of Arcanum in detail any matters relating to special features and the methods he proposes to follow for the general conduct of the work; that he will, within ten (10) days after "Notice to Award", complete the Contract Form with the Darke County Board of Commissioners and Village of Arcanum for the performance of the work and furnish a Contract Bond in an amount not less than one hundred percent (100%) of the total bid amount, and with sureties subject to the approval of the Darke County Board of Commissioners and Village of Arcanum, as a guarantee of the faithful performance of his Contract; and that he will also submit the required insurance policies.

Bidder Name _____

BID FORM (continued)

00 41 43

To the Darke County Board of Commissioners and the Village of Arcanum for the work known as the **Arcanum South Main Street Reconstruction.**

The undersigned

_____ hereby agrees, in accordance with the Specifications and this Proposal, to substantially complete all work no later than **August 15, 2014**, or such extensions thereto as may be approved; and that the Darke County Board of Commissioners and Village of Arcanum may retain from the monies which may be due, an amount of liquidated damages for each and every calendar day the completion of the work may be delayed beyond the time herein stipulated.

The undersigned

_____ hereby certifies that no person interested in this Proposal is directly or indirectly interested in or connected with any other bid or proposal for the said work and no member of the Darke County Board of Commissioners and Village of Arcanum, is directly or indirectly interested therein, or in any portion thereof, and he will, if required by the Darke County Board of Commissioners and Village of Arcanum, execute and submit from himself as Principal Contractor and from any Subcontractor, the non-collusion affidavits as provided herein.

A _____ in the sum of _____
(Proposal Bond/Certified Check)

of the total bid amount accompanies this Proposal and the undersigned agrees that should he, after notice of "Award of Contract", fail to execute the Contract and Contract Bond as aforesaid, that his Certified Check or Bid Bond accompanying this Proposal shall be forfeited to the Darke County Board of Commissioners and Village of Arcanum as liquidated damage caused by such failure.

Bid Proposal respectfully submitted by:

Firm Name

Street Address

Signature

City, State & Zip Code

Title

Date

Email Address

Telephone Number

Fax Number

Federal Identification Number

AGREEMENT FORM

00 52 43

CONSTRUCTION CONTRACT

This Agreement is dated as of the _____ day of _____, 20__ by and between the Darke County Board of Commissioners of Darke County, Ohio, (hereinafter called Contracting Authority), the Village of Arcanum, Ohio (hereinafter called Owner), and _____, (hereinafter called Contractor).

Contracting Authority, Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

1.1 Contractor shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows:

Arcanum South Main Street Reconstruction

Article 2. CONTRACT TIME

2.1 The Contract time to fully complete the project shall be no later than August 15, 2014 as provided in Article 14 of the General Conditions.

Article 3. CONTRACT PRICE

3.1 Owner shall pay Contractor for completion of the work in accordance with the Contract Documents in current funds as follows:

Community Development Block Grant (CDBG)
Ohio Public Works Commission Funds
Local Village Funds

Article 4. CONTRACTOR'S REPRESENTATIONS

4.1 In order to induce Contracting Authority and Owner to enter into this agreement, Contractor makes the following representations:

A) Contractor has familiarized itself with the nature and extent of the contract documents, work, site, locality and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

B) Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as

Contractor considers necessary for the performance or furnishing of the work at the contract price, within the contract time and in accordance with the other terms and conditions of contract document.

Article 5. CONTRACT DOCUMENTS

The contract documents which comprise the entire agreement between Contracting Authority, Owner, and Contractor concerning the work consist of the following:

- 5.1 This Agreement.
- 5.2 Addenda and exhibits to this Agreement.
- 5.3 Contractor's performance and other bonds.
- 5.4 Invitation and instructions to bidders.
- 5.5 Contractor's bid.
- 5.6 Notice of award.
- 5.7 General Provisions and Conditions.
- 5.8 Supplemental Conditions.
- 5.9 Technical specifications, drawings and plans.
- 5.10 Prevailing wage rates.
- 5.11 Certificate of Contracting Authority's Attorney and Fiscal Officer.
- 5.12 Others (identify): _____

Article 6. MISCELLANEOUS

6.1 No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party hereto without the written consent of the party sought to be bound: and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the contract documents.

6.2 Contracting Authority, Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the contract documents.

6.3 Contractor acknowledges that it is an independent contractor and was notified that it and all its employees are not "Public Employees". Contractor further agrees to be responsible for notifying all of contractor's employees who provide services to Darke County that they are not public employees and will not have contributions made to OPERS.

IN WITNESS WHEREOF, Contracting Authority, Owner and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to Contracting Authority, Owner and Contractor.

CONTRACTING AUTHORITY:
DARKE CO. BOARD OF COMMISSIONERS
DARKE COUNTY, OHIO

by _____
Michael E. Stegall, Chairman

by _____
Diane L. Delaplaine, Vice Chairman

by _____
Michael W. Rhoades

Address for giving notices:
520 S. Broadway
Greenville, Ohio 45331

CONTRACTOR:

by _____

Title: _____

Address for giving notices:

Federal ID No. _____

Agent for service of process:

(If Contractor is a corporation, attach evidence of authority to sign.)

OWNER:
VILLAGE OF ARCANUM, OHIO

by: _____

Title: _____

Address for giving notices:
104 West South Street
Arcanum, Ohio 45304

CERTIFICATE OF CONTRACTING AUTHORITY'S ATTORNEY

I, the undersigned, Margaret B. Hayes, Assistant Prosecuting Attorney, the duly authorized and acting legal representative of Darke County, Ohio, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

Signature

Date

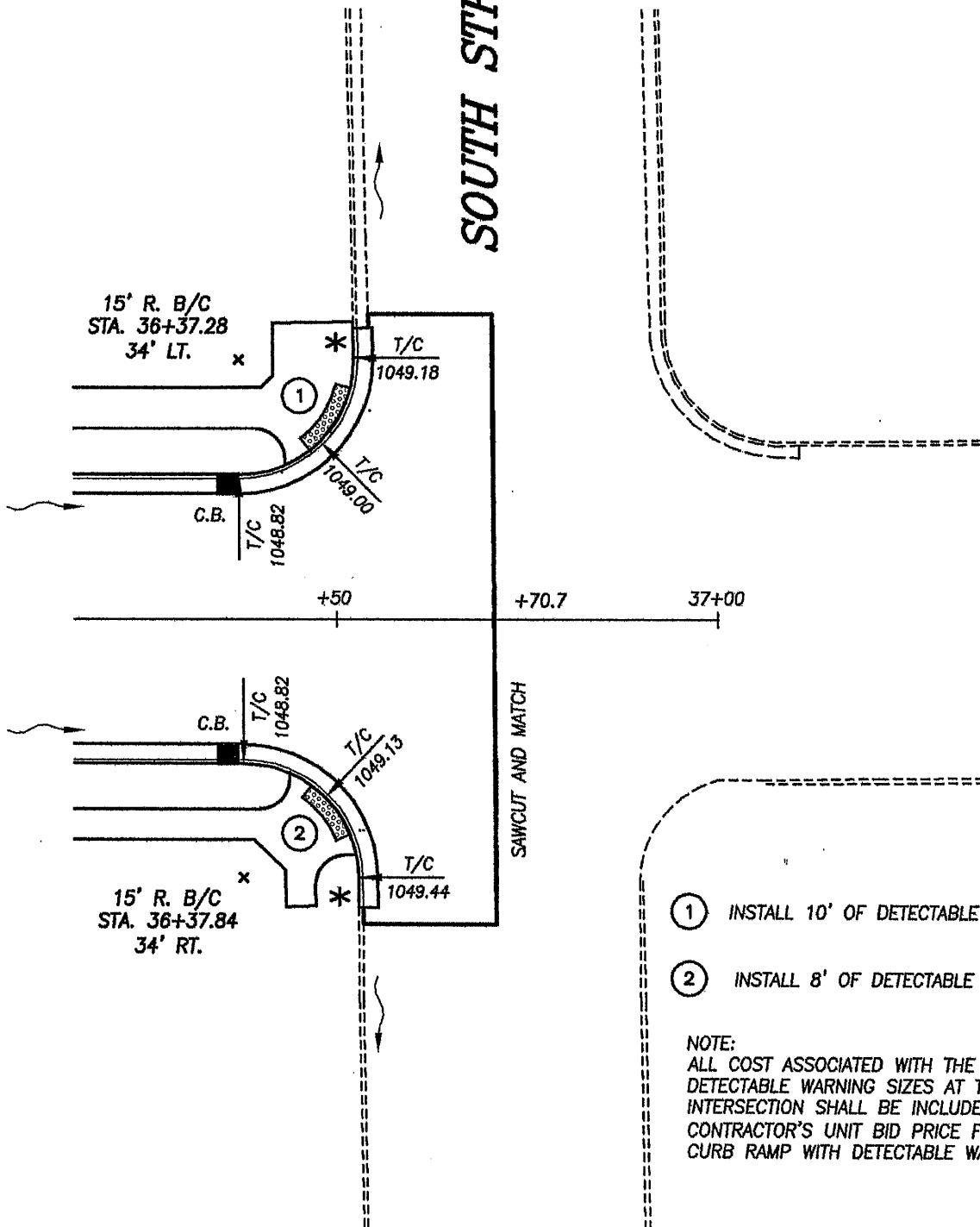
CERTIFICATE OF CONTRACTING AUTHORITY'S OWNER'S FISCAL OFFICER

I, the undersigned, Carol Ginn, the duly authorized and acting Auditor and fiscal officer of Darke County, Ohio, in accordance with Section 5705.41(D) of the Ohio Revised Code, do hereby certify that the amount of funds required to meet the attached Contract has been lawfully appropriated for the purposes and is in the treasury or in the process of collection, as so deemed pursuant to Section 5705.42 of the Ohio Revised Code, to the credit of the _____ Fund, free from any outstanding obligation or encumbrance.

Signature

Date

SOUTH STREET



- ① INSTALL 10' OF DETECTABLE WARNINGS
- ② INSTALL 8' OF DETECTABLE WARNINGS

NOTE:
 ALL COST ASSOCIATED WITH THE INCREASED DETECTABLE WARNING SIZES AT THIS INTERSECTION SHALL BE INCLUDED IN THE CONTRACTOR'S UNIT BID PRICE FOR THE CURB RAMP WITH DETECTABLE WARNINGS.