

ADDENDUM #1
November 16, 2021

For

THE BANKS – PHASE 3C
GARAGE FOUNDATIONS & SITE
PREPARATION – LOT 28 BP#1

Bid Package #1 –

ITB # 100-21

Prepared by

Messer Construction Co.
643 W. Court Street
Cincinnati, Ohio 45203

This Addendum supplements and modifies the Drawings and Project Manual for the above Project, and shall hereby be incorporated into the Work as part of the Contract Documents. Bidders shall acknowledge receipt of this Addendum by noting its number on the Bid Form.

Project Manual Items:

- 001000.2 Instruction to Bidders – AIA A701
- 001000.3 Additional Bid Conditions
- Remove 001000.16 Homeland Security Declaration
- 001000.17 Responsible Bidder Certification
- **009000** Contract Forms (Insert forms listed below)
 - 1. Change Order Form (AIA G701/CMA-1992)
 - 2. Application and Certificate for Payment (AIA G702/CMA)
 - 3. Continuation Sheet (AIA G703/CMA)
 - 4. Certificate of Substantial Completion (AIA G704/CMA)
 - 5. Contractors Affidavit of Payment of Debts and Claims (AIA G706/CMA)
 - 6. Contractors Affidavit of Release of Liens (AIA G706A/CMA)
 - 7. Consent of Surety to Final Payment (AIA G707)
 - 8. Contractors Affidavit
 - 9. Construction Change Directive Form (AIA G714/CMA)

Attachments:

- 001000.02 - A701 – Instructions to Bidders
- 001000.03 Additional Bid Conditions
- 001000.17 Responsible Bidder Certification

- 009000 Contract Forms
 1. Change Order Form (AIA G701/CMA-1992)
 2. Application and Certificate for Payment (AIA G702/CMA)
 3. Continuation Sheet (AIA G703/CMA)
 4. Certificate of Substantial Completion (AIA G704/CMA)
 5. Contractors Affidavit of Payment of Debts and Claims (AIA G706/CMA)
 6. Contractors Affidavit of Release of Liens (AIA G706A/CMA)
 7. Consent of Surety to Final Payment (AIA G707)
 8. Contractors Affidavit
 9. Construction Change Directive Form (AIA G714/CMA)

END OF ADDENDUM #1

Instructions to Bidders

**AIA Document A701 – 1997
1997 Edition – Electronic Format**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

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TABLE OF ARTICLES

- 1. DEFINITIONS**
- 2. BIDDER'S REPRESENTATIONS**
- 3. BIDDING DOCUMENTS**
- 4. BIDDING PROCEDURES**
- 5. CONSIDERATION OF BIDS**
- 6. POST-BID INFORMATION**
- 7. PERFORMANCE BOND AND PAYMENT BOND**
- 8. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**
- 9. ADDITIONAL REQUIREMENTS**

AMENDED AND MODIFIED FORM OF INSTRUCTIONS TO BIDDERS

**Revised Form Indicates
Changes From Standard
AIA Document A701 – 1997
(As Amended and Modified)**

INSTRUCTIONS TO BIDDERS

ARTICLE I DEFINITIONS

1.1 Bidding Documents include the Bidding Requirements and the Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidder, the bid form and other sample bidding and contract forms. The Contract Documents consist of the form of agreement between the Owner and Contractor specified in Paragraph 8.1 hereof, the General Conditions, the Drawings and Specifications, and all amendments, modifications and addenda to any of the foregoing. If any of these rules, regulations and Specifications conflict with each other or any clauses of this Contract, ODOT required Contract Provisions for Federal Aid Projects shall govern.

1.2 Definitions set forth in the General Conditions and in other Contract Documents are applicable to the Bidding Documents.

1.3 As used herein, "Addendum" or "Addenda" are written or graphic instruments issued by the Architect or Construction Manager prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents. The word "proposal" is used interchangeably with the word "bid".

1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

1.10 The term "Median Bid" shall be interpreted as the Bid where an equal number of all other Bids are higher and lower than said Bid. In the event of an even number of Bids, the "Median Bid" shall be the average of the two Bids where an equal number of all other Bids are higher and lower than the two said Bids.

ARTICLE 2 BIDDER'S REPRESENTATIONS

2.1 The Bidder, by making a Bid, represents that:

2.1.1 The Bidder has read and understands the Bidding Documents and the Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

2.1.2 The Bid is made in compliance with the Bidding Documents.

2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

2.1.3.1 A pre-bid meeting will be held as noted in the Advertisement for Bids. All Bidders are strongly urged to attend the pre-bid meeting, but attendance is not a mandatory prerequisite to bidding. However all Bidders are required to visit the Site prior to Bid date to thoroughly familiarize themselves with existing conditions affecting the Work.

2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

2.2 BID PREPARATION COST

2.2.1 Any and all cost associated with the preparation and submittal of the bid shall be the sole responsibility of the Bidder. The Bidder must certify that the bid and pricing will remain in effect for the duration specified. All materials submitted in response to the ITB will become the property of Owner and may be returned only at Owner's option and at the Bidder's expense.

ARTICLE 3 BIDDING DOCUMENTS

3.1 COPIES

3.1.1 Refer to the Advertisement for Bids for procedure for procurement of Bidding Documents.

3.1.2 Bidding Documents will be issued to anyone registering their interest in the process. Sub-bidders may register with the Owner.

3.1.3 Bidder shall use complete sets of Bidding Documents in preparing Bids; neither the Construction Manager, the Owner, the Development Manager nor the Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.1.4 The Construction Manager, Owner, Development Manager and/or Architect may distribute copies of the Bidding Documents on the terms set forth in this Section 3.1 for the purpose of obtaining Bids on the Work. No license or right of use is conferred by such issuance of copies of the Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 The Bidder shall carefully study and compare the various Bidding Documents, shall compare the Bidding Documents with other work being bid concurrently or presently under construction, to the extent it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall immediately report to the Construction Manager all errors, inconsistencies or ambiguities discovered.

3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall submit a written request to the Construction Manager and Owner at least 10 days prior to the date for receipt of Bids.

3.2.3 Interpretations corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of to Bidding Documents made in any other manner will not be binding, and Bidder shall not be entitled to rely upon them.

3.3 SUBSTITUTIONS

3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

3.3.2 Awards will be based on the lowest and best bids.

3.3.3 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

3.4 ADDENDA

3.4.1 Addenda will be transmitted to all parties known by the issuing office to have received a complete set of Bidding Documents.

3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are maintained for inspection purposes.

3.4.3 The bid for which the award is to be made will be opened at the time and place named in the Advertisement for Bids, unless extended by the Owner or its representative or unless, within seventy two hours prior to the published time for the opening of Bids, excluding Saturdays, Sundays, and legal holidays, any modification of the Bidding documents for the Work for which Bids are solicited is issued and mailed or otherwise furnished to persons who have obtained Bidding Documents for the Work, for which the time for opening of Bids shall be extended one week, with no further advertising of Bids required. (Note: Proof of receipt of addendum by bidders shall be "fax" date/time indication if addendum is "faxed", or return receipt if addendum is sent by any other means.)

3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge such receipt in the Bid.

3.4.5 Changes by addenda:

- .1 Addenda will be issued for corrections, revisions and clarifications of Contract Documents prior to bidding.
- .2 Requests for corrections, revisions and clarifications of Contract Documents may be considered by Architect and Construction Manager prior to bid date, and if acceptable to Architect and Construction Manager, may be included in addenda. Bidders are required to submit requests for corrections, revisions and clarifications of Contract Documents to Construction Manager and Owner in writing so as to be received by Construction Manager not less than 10 days prior to bid date to permit Construction Manager and Architect adequate time for consideration of request.

ARTICLE 4 BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

4.1.1 Bids shall be submitted on the forms included with the Bidding Documents.

4.1.2 All applicable blanks on all bid forms shall be legibly executed in a non-erasable print medium.

4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change." Failure to bid an Alternate shall be cause for rejection of entire Bid only if said Alternate is accepted by Owner.

4.1.6 Bidders may bid on more than one Bid item. Bidders submitting Bids on several Bid items are requested to submit each separate Bid item in a separate envelope in order to expedite the Bid opening and recording process.

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4.1.7 Each copy of the Bid shall state the legal name of the Bidder, and, if the Bidder is an entity, the type of entity and state of organization of the Bidder. The Bidder shall provide evidence of legal authority to perform work within the jurisdiction of the Work. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid submitted by an authorized agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

4.1.8 Bidders shall fill in where indicated on Bid Form names of manufacturers on which Bidder's bid was based. Failure to list manufacturer shall be cause for rejection of Bidder's Bid.

4.2 BID SECURITY

4.2.1 Each Bid shall be accompanied by a bid security in the form and amount required in Article 9.4 herein. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will furnish bonds guaranteeing the Bidder's faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

4.2.2 Form of Bid security shall be as described in Article 9.4.

4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until the later of (a) execution of the Contract and furnishing of satisfactory payment and performance bonds by Bidder, (b) the expiration of the time period permitted for withdrawal of Bids and (c) rejection of all Bids by Owner.

4.3 SUBMISSION OF BIDS

4.3.1 All copies of the Bid, the bid security and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

4.3.2 All Bids are to be delivered to the location designated in the Bidding Documents prior to the time and date specified in the Bidding Documents for receipt of Bids. Bids received late will be returned unopened.

4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted Bids will not be considered.

4.4 MODIFICATION OR WITHDRAWAL OF BID

4.4.1 Except as provided in Article 5.2.1, a Bid may not be modified, withdrawn or canceled by the Bidder at any time after the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing and signed by the Bidder. Each such notice shall be date- and time-stamped by the receiving party when received to acknowledge receipt thereof. Any modification of the Bid shall be worded so as not to reveal the amount of the original Bid.

4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids, provided that they are then fully in conformance with the requirements of the Bid Documents.

4.4.4 Bid security shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

5.1 OPENING OF BIDS

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, all Bids which comply with the requirements of the Bidding Documents will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

5.2 REJECTION OF BIDS

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by the required bid security or by other data required by the Bidding Documents as determined by the Owner shall be rejected. A Bid which is in any way irregular, but which otherwise conforms to the requirements of the Bidding Documents, is subject to rejection as determined by the Owner.

5.2.1 Errors in Bids:

- .1 In the event that a Bidder's Bid is substantially lower than the other Bids for the same work, and the Bidder wishes to withdraw its Bid, and the Bid was submitted in good faith, and the reason for the Bid amount being substantially lower was a clerical error as opposed to a judgment error, and was actually due to an unintentional and substantial arithmetic error, or an unintentional omission of a substantial quantity of work, labor or material made directly in the compilation of the Bid, the Bidder shall submit to the Construction Manager and Owner in writing, within two business days (48 business-day hours) after the time of Bid opening stated in the Bidding Documents a written request for consideration of withdrawal of its Bid.
- .2 After due consideration of the bidding error, the Owner may, at his discretion, permit withdrawal of the Bid.

5.3 ACCEPTANCE OF BID (AWARD)

5.3.1 Unless Owner rejects all Bids, Contracts will be awarded as soon as practicable after opening of Bids. In determining lowest and best Bidder, the following elements and factors will be considered in addition to Bid amount:

- .1 Bidder's performance on publicly funded projects.
- .2 Bidder has adequate equipment and facilities to perform the Work properly and expeditiously.
- .3 Bidder has suitable financial status to meet obligations incident to the Work.
- .4 Bidder's satisfactory compliance with the requirements set forth in the Joint Policy located in Section 008260 of the Project Manual and the Small Business Enterprise (SBE) policy and requirements as set forth in this Project Manual.
- .5 Bidder's satisfactory compliance with the requirements set forth in the Responsible Bidder Requirements Applicable to Public Contracts.
- .6 Bidder has appropriate technical experience in projects of similar scope and conditions.
- .7 Bidder can complete the Work in timely and expeditious manner.
- .8 Bidder's satisfactory compliance with the requirements set forth in Article 7 herein.
- .9 Bidder's satisfactory completion and submission of the Bid Submission Documents outlined in Article 9.2.

Owner reserves unrestricted privilege to reject any, part of any, or all of Bids received and to waive any informalities in bidding.

5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest and best Bid on the basis of the sum of the base Bid and Alternates accepted.

- .1 Owner reserves unrestricted privilege to reject any, part of any, or all of bids received and to waive any informalities in bidding.

5.3.3 No Contract will be awarded if the low Bidder for that Contract is more than 15% below the Median Bid (as defined in 1.10 herein) unless, the following procedure is followed:

- .1 Construction Manager and Architect will hold interview with the Bidder to determine what, if anything, has been overlooked in the Bid in question, and to analyze the process envisioned by the Bidder to complete the Contract.
- .2 The financial status of the Bidder and its Surety shall be examined, based upon certified financial statements submitted by each to the Construction Manager.
- .3 Written confirmation by the Surety shall be submitted to the Construction Manager that it has reviewed the Bid in question and finds it to be in compliance with Contract Documents.
- .4 Bidders may be required to furnish satisfactory evidence of their experience and ability to execute work of like character, scope and size to that of the Work.
- .5 The record of the Bidder in performing other publicly funded projects in the past will be considered.
- .6 If after review and consideration, the acceptance of the lowest Bid is not in the best interest of the Owner may accept another Bid so opened or reject all Bids and advertise for other Bids.

5.3.4 Owner reserves unrestricted privilege to reject any, part of any, or all of bids received and to waive any informalities in bidding.

5.3.5 No Bid nor any obligation hereunder to be assumed by the Owner, shall be considered as accepted until such time as the Owner, or Owner's representative, may deposit in U.S. Mail, or hand to Bidder personally, written notice addressed to Bidder at address given on Bid of acceptance of Bid."

ARTICLE 6 POST-BID INFORMATION

6.1 POST-BID/PRE-AWARD MEETING

6.1.1 Bidder shall be required to attend a post-bid, pre-award meeting with the Construction Manager, Architect and Development Manager, as described in Section 9.3.

6.2 SUBMITTALS

6.2.1 The Bidder will be required to establish to the satisfaction of the Architect and Construction Manager the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

6.2.2 Persons and entities proposed by the Bidder and to whom neither the Construction Manager nor the Architect have made reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Construction Manager and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

7.1.1 The Bidder shall furnish bonds in compliance with Article 9.4 herein, covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

7.1.2 The cost of Bidder's Bid Guarantee and Contract Bond shall be included in the Bid.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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8.1 Successful Bidder shall promptly enter into Contract with the Owner. Contract Form shall be "Standard Form of Agreement Between Owner and Construction Manager," AIA Document A101/CMA, as modified by Owner and included in the Project Manual.

8.2 Owner will issue a Notice to Proceed for each Trade Contract.

ARTICLE 9 ADDITIONAL REQUIREMENTS

9.1 Number of copies of Bid: Each Bidder shall submit an original and four (4) copies of the Bid.

9.2 Required attachments to Bid: The following attachments completed and signed as required shall be submitted with each copy of the Bid (the "Bid Submission Documents"):

- .1 Bid Form.
- .2 Bid Guaranty and Contract Bond or certified check, cashier's check drawn on a solvent bank or irrevocable letter of credit as set forth in Article 9.4 herein.
- .3 For Bid Guaranty and Contract Bond, submit Certificate from the State of Ohio Department of Insurance demonstrating that bonding agent is licensed to do business in the State of Ohio. (Refer to sample form bound into Project Manual.)
- .4 For Bid Guaranty and Contract Bond, submit credentials showing proper power of attorney for the attorney-of-fact of the Surety.
- .5 Non-Collusion Affidavit of Bidder.
- .6 Personal Property Tax Statement.
- .7 Subcontractor and Material Supplier List.
- .8 Warranty Against Unresolved Findings for Recovery.
- .9 Bidder's Certification Concerning Equal Employment Opportunity Requirements.
- .10 Small Business Enterprise Program (SBE) Summary
- .11 Bidder's Responsible Bidder Certification.
- .12 County Registration Form.
- .13 Affidavit in Compliance with Section 3517.13 of the Ohio Revised Code.

9.3 Execution of Contract: Subsequent to and within seven calendar days of pre-award meeting by Construction Manager, the successful Bidders shall return signed Contracts and required submittals to Construction Manager.

9.4 Bid Guaranty and Contract Bond

- .1 Each Bidder shall submit with their bid a Bid Guaranty in the form of either (a) combined Guaranty and Contract Bond, or (2) a certified check, cashier's check drawn on a solvent bank, or an irrevocable letter of credit. If a Bid Guaranty and Contract Bond is submitted with the bid, it shall be for the full amount of the Bidder's base bid, including any alternates. If a certified check, cashier's check or irrevocable letter of credit is submitted, it shall be in the amount of 10% of the bid amount including Base Bid and Alternates. If a certified check, cashier's check or irrevocable letter of credit is submitted, it shall be payable to the Board of County Commissioners of Hamilton County, Ohio, and Messer Construction Company. The Bid Guaranty, in either form, must be in strict compliance with section 153.54 of the Ohio Revised Code, and also Sections 153.57 or 153.571, as applicable. The Board of County Commissioners of Hamilton County, Ohio, shall be named as Obligees on the Bid Guaranty and Contract Bond. No other form of bond is acceptable for use as a bid guaranty.
- .2 If the Bid Guaranty and Contract Bond is submitted, the requirements of Section 3905.41 of the Ohio Revised Code may be applicable to require the Bid Guaranty and Contract Bond to be countersigned by an Ohio resident agent. It is the duty of the Bidder to determine the applicability of Section 3905.41. NONCOMPLIANCE WITH SECTION

3905.41 WILL CAUSE THE BIDDER'S BID TO BE REJECTED. The Board of County Commissioners of Hamilton County, Ohio, shall be named as Obligees on the Bid Guaranty and Contract Bond.

- .3 Bid Guaranty and Contract Bond shall be supported by credentials showing the power of attorney for the attorney-of-fact of the bonding agent.
- .4 If the Bid Guaranty and Contract Bond penal sum is left blank by the Bidder, the penal sum of Bid Guaranty and Contract Bond will be the full amount of the Bidder's Base Bid (plus accepted Alternates for Bid Packages that include Alternates). If completed, the penal sum amount shall be not less than the full amount of the Bidder's Bid and all accepted Alternates stated in dollars and cents. A percentage amount in the Bid Guaranty and Contract Bond is NOT acceptable and shall be rejected.
- .5 Bid Guaranties will be returned to all unsuccessful Bidders immediately after Contract is executed.
- .6 The certified check, cashier's check drawn on a solvent bank or irrevocable letter of credit will be returned to the successful Bidder upon filing of the bond required in Division (C), Section 153.54 of the Ohio Revised Code.
- .7 For successful Bidders who have submitted the Bid Guaranty and Contract Bond as bid guaranty, the Contract Bond is the Bid Guaranty and Contract Bond; no other form of Contract Bond is required. For successful Bidders who have submitted a certified check, cashier's check drawn on a solvent bank or irrevocable letter of credit as bid guaranty in compliance with this Article 9.4, the Contract Bond shall be the Contract Bond set forth in Section 006100 of this Project Manual in compliance with Ohio Revised Code Sections 153.54(C) and 153.57. The Contract Bond shall be fully executed and supported by credentials showing the power of attorney for the attorney-of-fact of the bonding agent. Costs of bonds shall be included in all bids.

DOCUMENT 001000.17

Responsible Bidder Certification

Name of Bidder

Project: The Banks – Phase 3C Public Infrastructure
Development, Parking Garage and Street Grid

Address of Bidder

Bid Reference No. _____

Date

_____ (“Bidder”) hereby certifies to the Board of County Commissioners of Hamilton County, Ohio (“County”) that it will adhere to the Responsible Bidder Requirements (the “Responsible Bidder Requirements”) set forth in the Bid Documents, and does hereby further certify to the County the following:

1. Bidder will require all contractors who bid or perform any work pursuant to the contract on which the Bidder is bidding to satisfy all of the Responsible Bidder Requirements set forth in the Project Manual.
2. Bidder will pay prevailing wages as determined by the Secretary of Labor in accordance with Federal-Aid Requirements.
3. Prior to award of a contract or subcontract of Two Hundred and Fifty Thousand Dollars (\$250,000) or more, the Bidder will engage in a review of the constructability and scope of the bid to verify that the contractor included all required work.
4. In the event Bidder submits the lowest bid and such bid is more than twenty percent (20%) below the bid of the next lowest bidder, the Bidder shall identify three (3) construction projects that it has successfully completed within five (5) years of the Bid date.
5. Bidder will employ supervisory personnel on the project that (a) are qualified to perform in such supervisory capacity and (b) have any license or licenses required by applicable law to perform in such capacity.
6. Bidder is not currently debarred from performing state or federal construction contracts (after all appeals), because of a violation of the Fair Labor Standards

Act and/or any state or federal prevailing wage law. A list of every occasion on which Bidder has been debarred from performing local, state or federal construction contracts (after all appeals), because of a violation of the Fair Labor Standards Act and/or any state of federal prevailing wage law, during the last ten years, if any such debarments have occurred, are listed below:

- 7. Bidder, and each of its subcontractors have implemented an OSHA-compliant Safety Program which includes: a) with respect to all supervisors, completion of OSHA's thirty (30) hour safety course; and b) with respect to all field employees, completion of OSHA's ten (10) hour safety program. Bidder shall provide evidence of implementation of an OSHA-compliant safety program to the Construction Manager.
- 8. Bidder has implemented a substance-abuse policy that is in compliance with Ohio's Drug Free Workplace Requirements. Bidder will provide evidence of implementation of such policies to the Construction Manager.
- 9. Bidder has all licenses required by applicable state law and regulation to perform work required herein.
- 10. Any and all professional license or licenses that have been revoked by Ohio or revoked by any other state within five (5) years prior to the Bid date as listed below:

- 11. Bidder has no final judgments against it which are not secured by payment bond or other surety at the time of award which are equal to or exceed fifty percent (50%) of the Bidder's net worth.
- 12. Bidder has complied with applicable unemployment and workers compensation laws for at least two (2) years preceding the date of bid submittal.
- 13. Bidder will not subcontract more than seventy percent (70%) of the bid amount of the Contract. Bidder acknowledges it may apply for a waiver of the foregoing requirement by the County, which waiver shall be subject to the review and approval of the County.
- 14. Bidder does not have an Experience Modification Rating of more than 1.3 (a penalty rated employer) with respect to the Ohio Bureau of Workers' Compensation risk assessment rating.

15. Bidder is not debarred from bidding on the contracts that are the subject of this bid.
16. Bidder hereby acknowledges and agrees that bidder's falsification of any of the certifications herein or failure to comply with the requirements set forth herein, shall be the basis for a default termination of the Contract.

State of _____)
)ss.
County of _____)

BY: _____
ITS: _____

Sworn to and subscribed by _____ in my presence this _____ day of
_____ 201__.

NOTARY PUBLIC

SECTION 009000
CONTRACT CONSTRUCTION MANAGEMENT FORMS

PART 1 GENERAL

1.1 SUMMARY

- A. The following documents, referred to in the General Conditions, are available from the Construction Manager upon request:
1. Change Order Form (AIA G701 - 2001 – as amended & modified)
 2. Application and Certificate for Payment (AIA G702 - 1992 – as amended & modified)
 3. Continuation Sheet (AIA G703-1992 – as amended & modified)
 4. Certificate of Substantial Completion (AIA G704 - 2000 – as amended & modified)
 5. Contractor's Affidavit of Payment of Debts and Claims (AIA G706 - 1994 – as amended & modified)
 6. Contractor's Affidavit of Release of Liens (AIA G706A - 1994 – as amended & modified)
 7. Consent of Surety to Final Payment (AIA G707 – 1994 – as amended & modified)
 8. Contractor's Affidavit
 9. Construction Change Directive Form (AIA G714/CMA – 1992 as amended & modified)

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION



AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
The Banks, Phase 3C Lot 28 Banks
Subdivision
Garage and Park, Bid Package #1

OWNER: *(Name and address)*
Board of County Commissioners of
Hamilton County, Ohio
138 E. Court Street, Room 603
Cincinnati, Ohio 45202

CONTRACT INFORMATION:
Contract For: General Construction
Date:

ARCHITECT: *(Name and address)*
THP Limited, Inc.
100 E. 8th Street, Floor 3
Cincinnati, Ohio 45202

CHANGE ORDER INFORMATION:
Change Order Number: 001
Date:

CONTRACTOR: *(Name and address)*

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original Contract Sum was	\$	0.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	0.00
The Contract Sum will be increased by this Change Order in the amount of	\$	0.00
The new Contract Sum including this Change Order will be	\$	0.00

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Firm name)*

CONTRACTOR *(Firm name)*

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

DATE

Application and Certificate for Payment

TO OWNER: Board of County Commissioners of Hamilton County, Ohio 138 E. Court Street, Room 603 Cincinnati, Ohio 45202	PROJECT: The Banks, Phase 3C Lot 28 Banks Subdivision Garage and Park, Bid Package #1	APPLICATION NO: 001 PERIOD TO: CONTRACT FOR: General Construction CONTRACT DATE: PROJECT NOS: THP Limited, Inc. / Board of County Commissioners of Hamilton County,	Distribution to: OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
FROM CONTRACTOR:	VIA ARCHITECT: THP Limited, Inc. 100 E. 8th Street, Third Floor Cincinnati, Ohio 45202		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703®, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$0.00
2. NET CHANGE BY CHANGE ORDERS	\$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$0.00
5. RETAINAGE:	
a. 0 % of Completed Work (Column D + E on G703)	\$0.00
b. 0 % of Stored Material (Column F on G703)	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$0.00
6. TOTAL EARNED LESS RETAINAGE	\$0.00
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$0.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: _____

County of: _____

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$0.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

THP Limited, Inc.

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AIA® Document G704® – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*
The Banks, Phase 3C Lot 28 Banks
Subdivision
Garage and Park, Bid Package # 1

CONTRACT INFORMATION:
Contract For: General Construction
Date:

CERTIFICATE INFORMATION:
Certificate Number: 001

OWNER: *(name and address)*
Board of County Commissioners of
Hamilton County, Ohio
138 E. Court Street, Room 603
Cincinnati, Ohio 45202

ARCHITECT: *(name and address)*
THP Limited, Inc.
100 E. 8th Street, Floor 3
Cincinnati, Ohio 45202

CONTRACTOR: *(name and address)*

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

THP Limited, Inc.

ARCHITECT *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

(Identify the list of Work to be completed or corrected.)

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within () days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

CONTRACTOR *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

OWNER *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

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User Notes:

(3B9ADA5E)



AIA[®] Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*

The Banks, Phase 3C Lot 28

Banks Subdivision

Garage and Park, Bid Package #1

TO OWNER: *(Name and address)*

Board of County Commissioners of

Hamilton County, Ohio

138 E. Court Street, Room 603

Cincinnati, Ohio 45202

ARCHITECT'S PROJECT NUMBER:

THP Limited, Inc.

CONTRACT FOR: General Construction

CONTRACT DATED:

OWNER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

STATE OF:

COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☒ Yes ☐ No

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:



AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*
The Banks, Phase 3C Lot 28 Banks
Subdivision
Garage and Park, Bid Package #1

ARCHITECT'S PROJECT NUMBER:
THP Limited, Inc.

CONTRACT FOR: General
Construction

CONTRACT DATED:

OWNER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

TO OWNER: *(Name and address)*
Board of County Commissioners of
Hamilton County, Ohio
138 E. Court Street, room 603
Cincinnati, Ohio 45202

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

PROJECT: *(Name and address)*

The Banks, Phase 3C Lot 28 Banks
Subdivision
Garage and Park, Bid Package #1

TO OWNER: *(Name and address)*

Board of County Commissioners of
Hamilton County, Ohio 138 E. Court Street,
Room 603
Cincinnati, Ohio 45202

ARCHITECT'S PROJECT NUMBER: THP
Limited, Inc.

CONTRACT FOR: General Construction

CONTRACT DATED:

OWNER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

on bond of
(Insert name and address of Contractor)

, SURETY,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall
not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

Attest:
(Seal):

(Printed name and title)

AIA® Document G714™ – 2017

Construction Change Directive

PROJECT: <i>(name and address)</i> The Banks, Phase 3C Lot 28 Banks Subdivision Garage and Park, Bid Package #1	CONTRACT INFORMATION: Contract For: General Construction Date:	CCD INFORMATION: Directive Number: 001 Date:
OWNER: <i>(name and address)</i> Board of County Commissioners of HAmilton County, Ohio 138 E. Court Street, Room 603 Cincinnati, Ohio 45202	ARCHITECT: <i>(name and address)</i> THP Limited, Inc. 100 E. 8th Street, 3rd Floor Cincinnati, Ohio 45202	CONTRACTOR: <i>(name and address)</i>

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

PROPOSED ADJUSTMENTS

- The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
 - ☒ Lump Sum decrease of \$0.00
 - ☐ Unit Price of \$ per
 - ☐ Cost, as defined below, plus the following fee:
(Insert a definition of, or method for determining, cost)
 - ☐ As follows:
- The Contract Time is proposed to remain unchanged. The proposed adjustment, if any, is (0 days).

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

ARCHITECT *(Firm name)*

OWNER *(Firm name)*

CONTRACTOR *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

DATE

CONTRACTOR'S AFFIDAVIT

State of Ohio,
County of _____, Ohio _____, 200____
_____, being first duly sworn, says that he/she is ¹_____
Of¹_____, the (Sub Original) contractor having a contract with
_____, the²_____
For⁴_____, a _____
situated on or around or in front of the following described property, in _____ County, Ohio____: _____

whereof _____ was the owner, part owner or lessee.

SUB-CONTRACTORS

Affiant further says that the following shows the names and addresses of every sub-contractor in the employ of said²
_____ giving the amount, if any, which is due, or to become due, to them, or any of them, for work
done, or machinery, material or fuel furnished to date hereof, under said contracts.

NOTE – This statement must be accompanied by a similar sworn statement signed by each of the sub-contractors listed below:

NAME	ADDRESS	TRADE	Amount Due or to Become Due for Work and Materials to Date Hereof	

MATERIAL MEN

Said affiant further says that the following shows the names and addresses of every person furnishing machinery,
material or fuel to²_____ giving the amount, if any, which is due, or to become due, to
them, or any of them, for machinery, material or fuel furnished to date hereof, under said contracts.

NAME	ADDRESS	Kinds of Machinery, Material or Fuel	Amount Due or to Become Due for Material Furnished to Date Hereof	

NOTE – The above must be accompanied by "Certificate of Materialman." In lieu of such certificate, there may be furnished a
written waiver of lien, a written release or receipt.

LABOR

Said affiant further says that the following shows the names and addresses of every unpaid laborer in the employ of² _____ furnishing labor under said contract, giving the amount, if any, which is due, or to become due, for labor done to date hereof.

NOTE – If the fact is that every laborer has been paid in full, then recite: “Every laborer has been paid in full.” If not, then give each unpaid laborer’s name and address and the amount due or to become due.

NAME	ADDRESS	HOURS	Amount Due or to Become Due for Labor Furnished to Date Hereof	

Affiant further states that there is due or to become due _____ for work performed or machinery, material or fuel furnished to _____ to date hereof under said contracts, the sum of \$ _____.

That the amounts due or to become due to said sub-contractors, material men and laborers, for work done or machinery, material or fuel furnished to date hereof, to² _____ are fully and correctly set forth opposite their names, respectively, in the aforesaid statements, and further evidenced by certificates of every person furnishing machinery, material or fuel, hereto attached, and made a part hereof.

Affiant further says that⁶ _____ has not employed or purchased or procured machinery, materials or fuel from, or sub-contracted with any person, form or corporation, other than those above mentioned, and owes for no labor performed, or machinery, material or fuel furnished, under said contracts, other than above set forth.

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE, at _____, Ohio, this _____ day of _____, 200_.

NOTARY PUBLIC

1. Sec’y., Treas., one of firm, or agent, as case may be.

2. Name and address.

3. “Owner,” “part-owner,” “lessee,” or “authorized agent of owner, part-owner or lessee,” or “original” or “principal contractor under a contract with _____ the owner, part-owner or lessee, as the case may be.

4. “Constructing, altering or repairing a boat, vessel or watercraft,; or “erecting, altering, repairing or removing a house, mill, manufactory, or any other furnace or furnace material therein, or other building appurtenance, fixture, bridge or other structure,” or “digging, drilling, boring, operating, completing and repairing of any gas well, oil well or other well,” or “altering, repairing or constructing any oil derrick, oil tank, oil or gas pipe line,” or “furnishing tile for the drainage of any lot or land.”

5. Accurate description of the property.

6. Contractor or sub contractor executing affidavit.

AFIDAVIT
OF
ORIGINAL OR SUB-CONTRACTOR

OWNER

HEAD-CONTRACTOR

SUB-CONTRACTOR

DATE: _____