

CITY OF WOOSTER

**538 N MARKET STREET
WOOSTER, OH 44691**

CONTRACT DOCUMENTS FOR

STIBBS STREET SANITARY SEWER REPLACEMENT

Bids due 12:00 noon, Wednesday, October 13, 2021

Please provide the following information to facilitate the Bid Opening and processing of purchase orders and other communications:

Company: _____

Contact Person: _____

Address: _____

City: _____ *County:* _____ *State:* _____

Zip Code: _____

Federal Identification or Social Security number: _____

Telephone number of business office: _____

Telephone number of person submitting the bid: _____

Fax: _____ *E-Mail:* _____

CITY OF WOOSTER, OHIO

STIBBS STREET SANITARY SEWER REPLACEMENT

SECTION A

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**CITY OF WOOSTER, OHIO
STIBBS STREET SANITARY SEWER REPLACEMENT**

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CITY OF WOOSTER, OHIO

STIBBS STREET SANITARY SEWER REPLACEMENT

SECTION B

LEGAL NOTICE

LEGAL NOTICE

Sealed bids will be received by the City Engineer on behalf of the Director of Administration, City of Wooster, State of Ohio, at the office of said City Engineer, 538 N. Market Street, Wooster, Ohio, 44691 until twelve o'clock noon, Wednesday, October 13, 2021 for the **STIBBS STREET SANITARY SEWER REPLACEMENT PROJECT** in accordance with the specifications on file in said office.

Project Description: Replacement of approximately 443 feet of sanitary sewer, including 3 manholes and 9 sanitary sewer lateral reconnections.

Project Cost: The Engineer's estimated construction cost for this project is \$142,500.

Project Completion Date: May 27, 2022

Each bid must contain the full name of every person or company interested in the same, and be accompanied by a bidding bond or a certified check in the amount of 10% of the bid price as a guaranty that if the bid is accepted, a contract will be entered into and its performance secured OR provide a contract bond for 100% of the bid amount.

Copies of the contract documents are on file in the office of the City Engineer, City of Wooster, Ohio and are available for inspection by prospective bidders in the office or on the city's bidding information webpage <https://www.woosteroh.com/engineering/bidding-information>. Bidders must register and pay for the plans (\$30.00), none of which is refundable, through the city's ViewPoint website. Plans and specifications can be shipped via FedEx, UPS, or picked up at the office of the City Engineer by appointment. Bidders must be registered through ViewPoint for their bids to be considered.

Bidders must comply with the prevailing wage rates on Public Improvements in Wayne County and the City of Wooster, Ohio as determined by the Ohio Department of Industrial Relations.

All contractors and subcontractors involved with the project will, to the extent practicable use Ohio Products, materials, services, and labor in the implementation of their project. Additionally, contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code Chapter 123, the Governor's Executive Order of 1972, and Governor's Executive Order 84-9 shall be required.

Bidders are required to use the forms which will be furnished on application.

Contact the City Engineer at 330-263-5251 for all questions and requests for additional information.

By order of the Director of Administration.

Joel Montgomery, P.E.
Director of Administration

Advertise: Monday, September 27 & Monday, October 4, 2021

CITY OF WOOSTER, OHIO

STIBBS STREET SANITARY SEWER REPLACEMENT

SECTION C

INSTRUCTIONS FOR BIDDERS

INSTRUCTIONS TO BIDDERS

1. SUBMISSION OF BIDS

Sealed bids for STIBBS STREET SANITARY SEWER REPLACEMENT will be received by the Director of Administration in the Municipal Building, 538 N Market Street, Wooster, Ohio 44691, until noon, on the date specified in the Legal Notice, at which time they will be publicly opened and read aloud.

In order to receive consideration, bids shall be submitted in the following manner:

- a) Bid proposals must be received prior to the time of bid opening. No proposals received after said time of bid opening will be considered, and the proposals will be returned unopened to any bidders failing to submit bids prior to the time of bid opening.
- b) Bid proposals shall be submitted in a sealed envelope marked "BID FOR STIBBS STREET SANITARY SEWER REPLACEMENT." If forwarded by mail, the envelope shall be sent inside another envelope also marked "BID FOR STIBBS STREET SANITARY SEWER REPLACEMENT" and addressed to the Director of Administration.
- c) All bids shall be signed and submitted on the blanks, which are found in the bidding documents. All blanks shall be completed in full. A bid of zero dollars or \$0.00 shall be filled in with either zero, 0 or \$0.00.
- d) All bid proposals shall be typewritten or filled in with pen and ink, and shall be signed with pen and ink. The proposal must be signed with the firm name and by an officer or employee having the authority to bind the company or firm by his/her signature.
- e) Bidder must be a plan holder of record and obtained plans from the City.

2. QUESTIONS

Questions pertaining to the project shall be submitted no later than five (5) working days prior to the date specified in the legal notice for the bid opening. This time is provided to adequately prepare a response and not influence the bid date.

3. BIDDING DOCUMENTS

Complete sets of Bidding Documents must be used in preparing Bids; the City assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Bid Documents thoroughly, (b) consider federal, state and local Laws and Regulations that may

affect cost, progress, performance or furnishing of the Work, (c) study and carefully correlate Bidder's observations with the Bid Documents, (d) notify the Director of Administration of all conflicts, errors or discrepancies in the Bid Documents, and (e) if applicable, visit the site of the work to familiarize itself with the characteristics of the work site.

Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations and investigations, and obtain any additional information and data which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

The submission of Bid will constitute an irreversible representation by Bidder that Bidder has complied with every requirement of the Contract Documents, and without exception the Bid is premised upon performing and furnishing all of the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work. All bids shall be valid for sixty (60) days and City shall have up to sixty (60) days to issue a Notice of Award to the successful bidder.

4. BID GUARANTY/PERFORMANCE BOND

Each bid shall be accompanied by a Bid Guaranty in the form of a certified check or a bid bond payable to the City of Wooster, in a sum not less than Ten Percent (10%) of the total amount bid, not including extra cost options, or a Contract Bond for the total amount of the bid (100%). Certified checks or bid bonds will be returned to unsuccessful bidders within thirty days of bid opening.

The successful bidder shall furnish a performance and payment bond in an amount equal to the contract amount as security for the faithful performance and payment of all contractors' obligations under the Contract Documents.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) must be authorized to issue surety bonds in Ohio by the Superintendent of the Ohio Department of Insurance and properly licensed by the Ohio Department of Insurance to do business in the State of Ohio.

5. PRICES TO INCLUDE

The price bid for all items of work shall include all labor, materials, tools, equipment, etc., necessary to furnish and install in place, complete and in operating condition the

items listed, shown and/or specified.

6. VARIATION FROM SPECIFICATIONS

Any items which the bidder wishes the City to consider in evaluation of these bids shall be included in the bid package. Items submitted separately will not be considered by the City.

Items included with the bid and representations made therein shall be considered to be binding upon the bidder.

7. TAXES

The City of Wooster is exempt from any sales or use taxes imposed by the State of Ohio and/or the United States Government. All bids shall exclude sales or use taxes on the Project. Exemption certificates will be certified upon request by any prospective bidder.

8. DISCLOSURE OF DELINQUENT PERSONAL PROPERTY TAXES

This contract is subject to the requirements of Section 5719.042 of the Ohio Revised Code. The successful bidder, after being notified of the award of the contract and prior to the time the contract is entered into, shall submit a statement to the City Auditor of the City of Wooster, Ohio, affirmed under oath, disclosing whether or not the bidder, at the time the bid was submitted, was charged with any delinquent personal property taxes, and a copy of the statement shall be incorporated into the contract.

9. ACCEPTANCE OF BIDS

The City of Wooster, Ohio reserves the right to reject any and all bids; to waive minor irregularities in the bid and to award the contract or contracts to the lowest and best bidder which the City deems will best serve the City.

The City reserves the right to reject the Bid of any Bidder if City believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by City or the bid is unbalanced as defined by the Ohio Department of Transportation Construction and Materials Specifications, current edition.

Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In evaluating Bids, City will consider the qualifications of the Bidders, whether or not

the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid form or prior to the Notice of Award.

City may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. City also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

City may conduct such investigations as City deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to City's satisfaction within the prescribed time.

If the Contract is to be awarded, it will be awarded to the lowest and best Bidder whose evaluation by City indicates to City that the award will be in the best interests of the Project.

If the Contract is to be awarded, City will give the Successful Bidder a Notice of Award within sixty days after the day of the Bid opening.

10. QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of City's request written evidence, such as financial data, previous experience, present commitments and other such data as may be called for below (or in the Supplementary Instructions). Each Bid must contain evidence of Bidder's qualification to do business in the State of Ohio or covenant to obtain such qualification prior to award of the Contract.

In determining the award of Contract, consideration will be given to:

- a) The lowest and best bid.
- b) The Bidder's record of experience in projects of this type.

No bid will be accepted from, nor Contract awarded to, anyone who is in arrears to the City upon Debt or Contract, or has defaulted on prior work for the City or otherwise upon any obligation to the City, or whose work on prior projects has proven unsatisfactory or dilatory.

The City will declare a Bid non-responsive and ineligible for award when any of the following occur:

- A. The Bidder lacks sufficient prequalification work types or dollars to be eligible for award.
- B. The Bidder fails to furnish the required Proposal Guaranty in the proper form and amount.
- C. The Bid contains unauthorized alterations or omissions.
- D. The Bid contains conditions or qualifications not provided for in the Bid Documents.
- E. A single entity, under the same name or different names, or affiliated entities submits more than one Bid for the same project.
- F. The Bidder fails to submit a unit price for each contract item listed, except for lump sum items where the Bidder may show a price in the "Bid Amount" column for that item.
- G. The Bidder fails to submit a lump sum price where required.
- H. The Bidder is debarred from submitting Bids.
- I. The Bidder has defaulted, has had a Contract terminated for cause by the Department, has either agreed not to Bid or has had debarment proceedings initiated against the Bidder's company and/or its key personnel.
- J. The Bidder submits its Bid or Proposal Guaranty on forms other than those provided by the Department.
- K. The Bidder submits a Materially Unbalanced Bid.
- L. The Bidder fails to acknowledge addenda.
- M. The City finds evidence of collusion.
- N. Any other omission, error, or act that, in the judgment of the Department, renders the Bidder's bid non-responsive.

11. WITHDRAWAL OF BID

Any bid may be withdrawn prior to the scheduled time of the bid opening, but only by submitting a request to withdraw the bid in writing and signed by the individual submitting the bid. No bidder may withdraw a bid for a period of sixty (60) days from the date of bid opening.

12. CONFLICT OF INTEREST BY THE CITY

No elected official, staff member, or employee of the City shall become directly or indirectly interested personally in any bid submitted, the contract awarded or in any part thereof.

13. REQUIREMENTS OF THE SUCCESSFUL BIDDER

- a) Bidder may be required to attend a pre-award conference to explain any variations from the Specifications or conditions herein.
- b) Demonstration: The successful bidders may be called upon to demonstrate to the City its ability to perform under the contract.
- c) Notice of Award and Agreement: The successful bidder(s) shall be required to

acknowledge the Notice of Award and to execute the Agreement on forms included herein, within ten (10) calendar days from the date of the Notice of Award.

14. SUBCONTRACTS

Bidders who proposed subcontracts must provide the following information to the City for each subcontractor.

- a) The company name of each subcontractor, its address and scope of work to be performed.
- b) Delinquent Personal Property Tax Affidavit, and Qualifications Statements.
- c) A list of references who may be contacted regarding ability to perform projects of a similar nature.

The City reserves the right to review the information submitted and must approve in writing all subcontractors.

15. "OR EQUAL"

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items.

Application for such acceptance of "or equal" items will not be considered by City until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by City are set forth in the General Conditions.

Whenever a material, article, or piece of equipment is identified on the drawings or specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the City, such material, article, or piece of equipment is of equal substance and function to that specified, the City may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

16. SIGNING OF AGREEMENT

When City gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within the time stipulated in the "Notice of Award" thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to City with the required Bonds. Within twenty days thereafter City shall deliver one fully signed counterpart to Contractor.

17. PATENTS

The Contractor shall pay all applicable royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and save the City harmless from loss on account thereof, except that the City shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified; however, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, it shall be responsible for such loss unless it promptly gives such information to the City.

CITY OF WOOSTER, OHIO

STIBBS STREET SANITARY SEWER REPLACEMENT

SECTION D

STATE WAGE RATE SCHEDULES

CITY OF WOOSTER, OHIO

STIBBS STREET SANITARY SEWER REPLACEMENT

SECTION E

BID DOCUMENTS

**CITY OF WOOSTER
STIBBS STREET SANITARY SEWER REPLACEMENT
BID FORM**

NO.	ODOT ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE MATERIAL	UNIT PRICE LABOR	TOTAL UNIT PRICE	TOTAL PRICE BID
1	201	CLEARING AND GRUBBING	1	LS				
2A	202	CURB BOX REMOVED	10	EA				
2B	202	VALVE BOX REMOVED	6	EA				
2C	202	PIPE REMOVED OR FILLED	990	FT				
2D	202	MANHOLE REMOVED	1	EA				
2E	202	INLET REMOVED	1	EA				
2F	202	PAVEMENT REMOVED	13	SY				
2G	202	WALK REMOVED	288	SF				
2H	202	HEADWALL REMOVED	1	EA				
3A	611	6" CONDUIT, TYPE B, 707.45	50	FT				
3B	611	6" CONDUIT, TYPE C, 707.45	50	FT				
3C	611	12" CONDUIT, TYPE B, 707.45	142	FT				
3D	611	INLET, 18" DIA.	1	EA				
3E	611	6" CONDUIT, TYPE B, 707.45 (SANITARY)	203	FT				
3F	611	8" CONDUIT, TYPE B, 707.45 (SANITARY)	443	FT				
3G	611	MANHOLE, 48" ID (SANITARY)	3	EA				
4A	638	WATER WORK AT SPINK STREET	1	LS				
4B	638	WATER WORK AT BELMONT AVENUE	1	LS				
4C	638	WATER WORK AT GASCHE STREET	1	LS				
5	638	10" GATE VALVE & BOX	2	EA				
6A	638	1" COPPER WATER SERVICE LINE	205	FT				
6B	638	2" COPPER WATER SERVICE LINE	20	FT				
6C	638	1" CORPORATION STOP	9	EA				
6D	638	2" CORPORATION STOP AND TAPPING SADDLE	1	EA				
6E	638	1" CURB STOP AND BOX	9	EA				
6F	638	2" CURB STOP AND BOX	1	EA				

NO.	ODOT ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE MATERIAL	UNIT PRICE LABOR	TOTAL UNIT PRICE	TOTAL PRICE BID
6G	638	1" COUPLING	9	EA				
6H	638	3/4" x 1" UNION	9	EA				
6I	638	2" COUPLING	1	EA				
6J	638	1" UNION	9	EA				
6K	638	2" UNION	1	EA				
6L	638	TWO BOLT DRESSER COUPLING	10	EA				
7	452	6" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC MS	13	SY				
8	608	4" CONCRETE WALK	288	SF				
9	614	MAINTAINING TRAFFIC	1	LS				
10A	630	GROUND MOUNTED SUPPORT, NO. 2 POST	18	FT				
10B	630	GROUND MOUNTED SUPPORT, NO. 3 POST (ANCHOR)	7	FT				
10C	630	REMOVAL OF GROUND MOUNTED SIGN AND REERECTION	2	EA				
10D	630	REMOVAL OF GROUND MOUNTED SIGN POST AND DISPOSAL	2	EA				
11	SPECIAL	SANITARY SEWER VIDEO	1	LS				
12	SPECIAL	TEMPORARY PAVEMENT	175	SY				
					TOTAL BID		\$	

COMPANY : _____

ADDRESS : _____

I, _____, having fully read the Instruction to Bidders, General Conditions and Specifications and being authorized to do so, submit this bid on behalf of the above named bidder.

Bidder acknowledges receipt of the following addendum:

No.	Date	No.	Date
_____	_____	_____	_____
_____	_____	_____	_____

Not an official copy. Bidders must purchase plans per Legal Notice.

Signature

Title

Date

**COVER SHEET
BID BOND**

Pursuant to the condition of the foregoing Notice to Bidders attached hereto is a Surety Company bond for the sum of _____ Dollars (\$_____).

In case this proposal shall be accepted by the Owner and the undersigned shall fail to execute the contract and furnish a satisfactory bond as stated in the foregoing Notice to Bidders within (10) days (Sunday excepted) after notification of the award of the contract, then the said Owner may at its option determine that the undersigned has abandoned the contract and thereupon this proposal shall be null and void and the Surety bond accompanying same shall be forfeited to and become the property of the Owner as liquidated damages.

The full names and residences of all persons and parties interested in the foregoing bid as principals are as follows:

NAMES

ADDRESSES

Name _____ of Bidder _____

Business _____ Address _____ of _____ Bidder _____

Dated at _____, the _____ day

of _____, 20 _____.

Proposal submitted by _____ Signature _____ Title _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned _____
_____, as Principal and _____
_____, as Surety, are held and firmly bound unto the City
of Wooster, Ohio, in the sum of _____
_____ Dollars (\$_____) to be paid to the

said City of Wooster, Ohio, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, our successors, and assigns, executors and administrators jointly and severally, firmly by these presents.

The condition of this obligation is such that, if the proposal for _____

is accepted, and the contract awarded to the above named bidder, and the bidder shall within (10) days after such award is made enter into a contract and give bond as required; then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed and sealed at _____, this _____
day
of _____, A.D., 20_____.

Principal

Surety

BID GUARANTY AND CONTRACT BOND

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

1

2

as Surety, are hereby held and firmly bound unto City of Wooster³ hereinafter called the 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 penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternative 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 this item is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including the alternatives 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 the 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 hereto between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lower Bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lower Bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference, not to exceed ten percent of the penalty hereon 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

¹Here insert full name or legal title of Contractor and address

²Here insert full name or legal title of Surety

³Here insert full name or legal title of Owner

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 _____, 20__.

Principal

By: _____

Title: _____

Surety

By: _____

Attorney-in-Fact

Surety Company Address:

Surety Agent's Name and Address:

SUBCONTRACTORS LIST
FOR
STIBBS STREET SANITARY SEWER REPLACEMENT

In the spaces below, the Bidder shall list the names and addresses of any subcontractors to which the Bidder intends to sublet any portion of the work to be performed under this contract. The Bidder shall also state that portion of the work by bid item number and/or description that he intends to sublet to each subcontractor. No change of subcontractors or work to be performed by each subcontractor shall be made without prior written approval from the Engineer. Failure to complete this list may be grounds for rejection of the Bid.

Item No.

Subcontractor Name and Address

_____	_____

_____	_____

_____	_____

_____	_____

_____	_____

Bidder: _____

By: _____

Title: _____

Date: _____

CERTIFICATION/AFFIDAVIT IN COMPLIANCE WITH O.R.C. SECTION 3517.13

STATE OF _____

COUNTY OF _____, ss:

Personally appeared before me the undersigned, a bidder or representative of a bidder in competitive bidding on behalf of _____ for a contract
(Name)
for _____ to be let by _____ who, being
(Type of Product or Service) (Municipal Owner)
duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Section 3517.13 O.R.C., and further states that the undersigned has the authority to make the following representation on behalf of the entity if the undersigned as an individual is not the bidder himself or herself:

1. On behalf of the individual, partnership, other unincorporated business association, professional association organized under Chapter 1785 O.R.C. or estate or trust that all of the following persons, where applicable, are in compliance with 3517.13 (D)(1)1:
 - a. the individual;
 - b. each partner or owner of the partnership or other unincorporated business;
 - c. each shareholder of the association;
 - d. each administrator of the estate;
 - e. each executor of the estate;
 - f. each trustee of the trust;
 - g. each spouse of any person identified in (a) through (f) of this section;
 - h. each child seven years of age to seventeen years of age of any person identified in (a) through (f) of this section;
 - i. any combination of persons identified in (a) through (f) of this section.

1 O.R.C. § 3517.13 (I) (1) (a) provides: no agency or department of this state or any political subdivision shall award any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars to any individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust if *any person or entity* listed herein in paragraph 1, sub-paragraphs a-i above, *has made, as an individual*, within the two previous calendar years, *one or more contributions totaling in excess of one thousand dollars* to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.

2. On behalf of the individual, partnership, other unincorporated business association, professional association organized under Chapter 1785 O.R.C. or estate or trust that all of the following persons, where applicable, are in compliance with 3517.13 (I)(1) (b)2:
 - a. the individual;
 - b. each partner or owner of the partnership or other unincorporated business;
 - c. each shareholder of the association;
 - d. each administrator of the estate;
 - e. each executor of the estate;
 - f. each trustee of the trust;
 - g. each spouse of any person identified in (a) through (f) of this section;
 - h. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (f) of this section;
 - i. any political action committee affiliated with the partnership or other unincorporated business, association, estate, or trust.
3. On behalf of a corporation or business trust, except a professional association organized under Chapter 1785 O.R.C., that all of the following persons, where applicable, are in compliance with 3517.13 (J)(1)3:
 - a. an owner of more than twenty per cent of the corporation or business trust;
 - b. each spouse of an owner of more than twenty per cent of the corporation or business trust;
 - c. each child seven years of age to seventeen years of age of an owner of more than twenty per cent of the corporation or business trust;
 - d. any combination of persons identified in (a) through (c) of this section.
4. On behalf of a corporation or business trust, except a professional association organized under Chapter 1785 O.R.C., that all of the following persons, where

2 O.R.C. § 3517.13 (I) (1) (b) provides: no agency or department of this state or any political subdivision shall award any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars to any individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust if *any combination of the person or entity* listed herein in paragraph 2, subparagraphs a-i above, *has made* within the two previous calendar years, *one or more contributions totaling in excess of two thousand dollars* to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.

3 O.R.C. § 3517.13 (J) (1) (a) provides: no agency or department of this state or any political subdivision shall award any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars to a corporation or business trust, except a professional association organized under Chapter 1785 of the Revised Code, *if any person listed herein in paragraph 3, sub-paragraphs a-d* has made, *as an individual*, within the two previous calendar years, taking into consideration only owners for all of that period, *one or more contributions totaling in excess of one thousand dollars* to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.

applicable, are in compliance with 3517.13 (J)(2)4:

- a. an owner of more than twenty per cent of the corporation or business trust;
- b. each spouse of an owner of more than twenty per cent of the corporation or business trust;
- c. each child seven years of age to seventeen years of age of an owner of more than twenty per cent of the corporation or business trust;
- d. any political action committee affiliated with the corporation or business trust.

BIDDER:

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Sworn to before me and subscribed in my presence by the above named person this ___ day of _____, 20_____.

NOTARY PUBLIC: _____

My Commission Expires: _____

Eff. Apr. 4, 2007[Am. Sub.HB 694]

4 O.R.C. § 3517.13 (J) (1) (b) provides: no agency or department of this state or any political subdivision shall award any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars to a corporation or business trust, except a professional association organized under Chapter 1785 of the Revised Code, *if any combination of the following has made*, within the two previous calendar years, taking into consideration only owners for all of that period, *one or more contributions totaling in excess of two thousand dollars* to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.

CITY OF WOOSTER
CONTRACTOR'S INFORMATION FORM

Project: _____

Contract: _____

By: _____ doing business as a Corporation,
(Contractor)

Partnership, Sole proprietorship; for the following type of work:

_____	General Construction	_____	Site Work
_____	Demolition	_____	Utilities
_____	Road Construction	_____	Electrical
_____	Mechanical	_____	Other _____ (please specify)

1. BACKGROUND INFORMATION

1.1 Number of years in business as a Contractor: _____

1.2 If your organization is a corporation, answer the following:

1.2.1 Date of incorporation: _____

1.2.2 State of incorporation: _____

1.3.3 Officer's names and titles:

President: _____

Vice-President: _____

Secretary: _____

Treasurer: _____

Other authorized signor: _____

1.3 If your organization is a partnership, answer the following:

1.3.1 Date of organization: _____

1.3.2 Type of partnership (If applicable): _____

1.3.3 Name(s) of general partner(s):

1.4 If your organization is individually owned, answer the following:

1.4.1 Date of organization: _____

1.4.2 Name of owner: _____

1.5 If the form of your organization is other than those listed above, describe it
and name the principals:

2. CONSTRUCTION QUALIFICATIONS

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable. For construction trade licenses and/or registrations, list each type, license number and state of issuance.

3. EXPERIENCE

3.1 List the categories of work that your organization normally performs with its own forces.

3.2 Claims and Suits (If the answer to any of the questions below is yes, please attach details.)

3.2.1 Has your organization ever failed to complete any work awarded to it?
YES NO

3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?
YES NO

3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?
YES NO

3.3 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, engineer, contract amount percent complete and scheduled completion date.

3.3.1 State total worth of work in progress and under contract.

in 3.4 On a separate sheet, list the major projects your organization has completed the past five years, giving the name of project, owner, architect, engineer, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

3.4.1 State average annual amount of construction work performed during the past five years.

3.5 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

4. REFERENCES

4.1 Professional References: (List three (3) and include organization, contact name and phone number)

5. CERTIFICATION

The undersigned, being duly sworn, certifies that the information provided herein is true and complete.

These facts are hereby acknowledged by _____ on this
_____ day of _____, 20____.
(Organization)

By: _____

Name and Title: _____

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

Notary Public: _____

CITY OF WOOSTER, OHIO

STIBBS STREET SANITARY SEWER REPLACEMENT

SECTION F

AGREEMENT DOCUMENTS

AGREEMENT

This Agreement, made this _____ day of _____, 20____, _____ **Project**, in the amount of _____ dollars (\$_____), by and between the City of Wooster, Ohio, hereinafter called the "City", acting herein through its Director of Administration and _____, doing business as (a corporation) (a partnership) (an individual) in the City of _____, County of _____, and State of _____, hereinafter called the "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will furnish materials and services in accordance with the terms of the Contract Documents.
2. The following variations from the Contract Documents and or options have been agreed to:

3. The term "Contract Documents" means and includes the following:

- a) Advertisement for Bids
- b) Instruction to Bidders
- c) Wage Rates
- d) Payment and Performance Bond
- e) Agreement Documents
- f) Certifications
- g) Miscellaneous Contract Forms
- h) Partial Pays, Purchase Order
- i) General Conditions
- j) Supplemental Conditions
- k) Construction and Material Specifications
- l) Plans and Specifications
- m) Addenda:

No. _____, dated _____, 20____.

No. _____, dated _____, 20____.

- n) Any amendments to the above documents entered into by the City before or after award of Contract

4. City's engagement of the Contractor is based upon the Contractor's representations to the City that the Contractor:

- a) has reviewed all documents pertinent to its portion or scope of the and has found them in all respects to be complete, accurate, adequate, consistent, coordinated and sufficient;
- b) is an organization experienced in and qualified, willing and able to provide equipment of the nature and type necessary to perform its portion or scope of the Work
- c) is authorized and licensed to do business in Ohio;
- d) has the expertise and ability to meet the City's objectives and requirements.

5. The Contractor shall furnish services and labor which expeditiously, economically and properly complete its particular scope of the Work in the manner most consistent with the City's interests and objectives; in accordance with the Contract Documents, and in accordance with the highest standards currently practiced by persons and entities performing comparable labor and services on projects of similar size and complexity.

6. The Contractor expressly warrants and guarantees to the City that all goods, products, materials, equipment, and systems incorporated in its particular scope of the Work shall conform to applicable ; be new and without apparent damage; be of quality equal to or higher than that required by the Bid Documents; be merchantable ; and free from defects

7. The Contractor expressly warrants and guarantees to the City that all labor and services required for its particular scope of Work shall comply with the Bid Documents; be performed in a workmanlike manner; and be free from defects.

8. All warranties and guarantees set forth above shall be in addition to all other warranties, express, implied or statutory, and shall survive payment for, acceptance or inspection of, or failure to inspect the Work.

9. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

10. With respect to the intent and interpretation of this Contract, the City and the Contractor agree as follows:

- (a) This Contract documents constitute the entire and exclusive agreements between the parties with reference to the Project, and said Contract supersedes any and all prior discussions, communications, representations, understandings, negotiations, or agreements.
- (b) Anything that may be required, implied or inferred by the documents which make up this Contract, or any one or more of them, shall be provided by the Contractor for the Contract Price;

- (c) Nothing contained in this Contract shall create, nor be interpreted to create, privity or any other relationship whatsoever between the City and any person except the Contractor;
- (d) When a word, term, or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage;
- (e) The words "include", "includes", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation";
- (f) The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract;

11. The Contractor shall perform all of the work required, implied or reasonably inferable from this Contract including, but not limited to, the following:

- (a) Construction of the Project;
- (b) The furnishing of any required surety bonds and insurance;
- (c) The provision or furnishing, and prompt payment therefor, of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, or other utilities, required for construction and all necessary building permits and other permits required for the construction of the Project;
- (d) Neither payment to the Contractor, utilization of the Project for any purpose by the City, nor any other act or omission by the City shall be interpreted or construed as an acceptance of any work of the Contractor not strictly in compliance with this Contract;
- (e) Prior to being entitled to receive final payment, and as a condition precedent thereto, the Contractor shall furnish the City, in the form and manner required by City:
 - (1) An affidavit that all of the Contractor's obligations to subcontractors, laborers, equipment or material suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied;
 - (2) If required by the City, separate releases of lien or lien waivers from each subcontractor, lower tier subcontractor, laborer, supplier or other person or entity who has, or might have a claim against the City or the City's property;
 - (3) If applicable, consent(s) of surety to final payment;
 - (4) All product warranties, operating manuals, instruction manuals and other record documents, drawings and things customarily required of the Contractor, or expressly required herein, as a part of or prior to Project closeout;

12. Termination by the Contractor

If the City repeatedly fails to perform its material obligations to the Contractor for a period of thirty (30) days after receiving written notice from the Contractor of its intent to terminate hereunder, the contractor may terminate performance under this Contract by written notice to the City and the Engineer. In such event, the Contractor shall be entitled to recover from the City as though the City had terminated the Contractor's performance under this Contract for convenience. At no time shall the City be liable for extra contractual, special, consequential, punitive or any other damages resulting from any cause including but not limited to loss of business, loss of business opportunity or any other damages not directly incurred by Contractor on the Project.

13. City's Right to Suspend Contractor's Performance

The City shall have the right at any time to direct the Contractor to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to ten (10) calendar days. If any such suspension is directed by the City, the Contractor shall immediately comply with same.

In the event the City directs a suspension of performance under this Paragraph , through no fault of the Contractor, the City shall pay the Contractor as full compensation for such suspension the Contractor's reasonable costs, actually incurred and paid, of:

- (a) demobilization and remobilization, including such costs paid to subcontractors;
- (b) preserving and protecting work in place;
- (c) storage of materials or equipment purchased for the Project, including insurance thereon;
- (d) performing in a later, or during a longer, time frame than that contemplated by this Contract.

14. Termination by the City

The City may terminate this Contract in accordance with the following terms and conditions:

- a) The City for any reason whatsoever, may terminate performance under this Contract by the Contractor for convenience. The City shall give written notice of such termination to the Contractor specifying when termination becomes effective. The Contractor shall incur no further obligations in connection with the work and the Contractor shall stop work when such termination becomes effective. Unless otherwise advised by the City, the Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Contractor to assign the Contractor's right, title and interest under termination orders or subcontracts to the City or its designee. The Contractor shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has. When terminated for convenience, the Contractor shall be compensated as follows:

- (1) The Contractor shall submit a termination claim to the City and the Engineer specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City or the Engineer. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Contractor, an amount derived in accordance with Subparagraph (3) below;
- (2) The City and the Contractor may agree to the compensation, if any, due to the Contractor hereunder;
- (3) Absent agreement to the amount due to the Contractor, the City shall pay the Contractor the following amounts:
 - (i) Contract prices for labor, materials, equipment and other services accepted under this Contract;
 - (ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for direct jobsite overhead and profit thereon (such profit shall not include anticipated profit or nonsequential damages); provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
 - (iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph (A) of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- (b) If the Contractor does not perform the work, or, any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then the City, in addition to any other rights it may have against the Contractor or others, may terminate the performance of the Contractor and assume possession of the Project site and of all materials and equipment at the site and may complete the work. In such case, the Contractor shall not be paid further until the work is complete. After final completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the City of completing the work, including all costs and expenses of every nature incurred, has been deducted by the City, such remainder

shall belong to the Contractor. Otherwise, the Contractor shall pay and make whole the City for such cost. This obligation for payment shall survive the termination of the Contract.

In the event the employment of the Contractor is terminated by the City for cause pursuant to this Subparagraph and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph A) and the provisions of Subparagraph (A) shall apply.

15. Dispute Resolution.

Any and all disputes concerning this Agreement, the performance of work, and/or any other contract documents including but not limited to requests for additional compensation or extension of the contract completion date shall be resolved as follows and as set forth in Section 10 of the General Conditions:

- (a) Notice of a claim or request shall be submitted to the City Director of Administration and City Engineer within seven (7) calendar days after the initial acts giving rise to the claim. At such time, the Contractor shall provide all information including costs or anticipated costs or time extensions. If the costs or time extension is not currently known, Contractor shall note same and shall provide updates every thirty (30) days until the claim is fully ready for analysis and consideration by the City. In connection with the claim submission, Contractor shall also provide supporting documents and proof for its claim or request for extension of time.
- (b) The City shall have up to forty-five (45) days to consider and determine any and all such claims or requests for extension of time, after it has been fully submitted. Contractor shall take no further action in connection with the claim or request until either the City has issued a decision or forty-five (45) days has passed. During the pendency of such claim, Contractor shall continue to fully perform on the Project unless otherwise advised by City.
- (c) The City shall issue a written decision within forty-five (45) days, of receipt of the complete claim or request from the Contractor.
- (d) If Contractor is not satisfied with the City's determination, it has the final option to file legal proceedings with the appropriate court within Wayne County, Ohio. Contractor shall not proceed to litigation in Wayne County court until and unless it has exhausted all administrative remedies as set forth herein.

16. Applicable Law.

This Agreement shall be construed and interpreted in accordance with the laws of the State of Ohio.

17. Amendments.

Any amendments to this Agreement and/or any other contract document must be writing entered into by the Contractor and City in accordance with the City's provisions for entering into contracts. No amendment to this Agreement and any other contract documents shall be valid unless it is in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three copies, each of which shall be deemed an original on the date first written above.

CITY OF WOOSTER, OHIO

ATTEST:

By: _____
Joel Montgomery, P.E.
Director of Administration

ATTEST:

Contractor: _____

By: _____

Title: _____

Address: _____

Phone: _____

LEGAL OFFICER'S CERTIFICATE

Project Identification: _____

The foregoing Agreement between the City of Wooster, Ohio, (City) and

_____ (Contractor) is approved as to form.

Date

John A. Scavelli, Director of Law

DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

STATE OF _____

COUNTY OF _____

BID IDENTIFICATION

The undersigned, being first duly sworn, having been awarded a contract by the City of Wooster, Wayne County, Ohio for

hereby affirms, pursuant to Section 5719.042 of the Ohio Revised Code that, at the time the Bid was submitted the company **(was) (was not)** charged with delinquent personal property taxes of the General Tax List of Personal Property for Wayne County, Ohio.

If such charge for delinquent personal property taxes exists on the General Tax List of Personal Property for Wayne County, Ohio, the amount of such due and unpaid delinquent taxes, including due and unpaid penalties shall be set forth below.

A copy of this statement shall be transmitted by the Fiscal Officer to the County Treasurer within thirty (30) days of the date it is submitted.

Delinquent Personal Property Tax: \$ _____

Penalties: \$ _____

Interest: \$ _____

Signed:

Name

Title

Subscribed and sworn to before me this _____ day of _____, 20__.

NOTARY SEAL

Notary Public

CONTRACT BOND

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

as principal and _____

as sureties, are hereby held and firmly bound unto the City of Wooster, Ohio, in the penal sum of _____ Dollars

for payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 20_____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT, whereas the above

named principal did on the _____ day of _____, 20_____, enter into a contract with the City of Wooster, Ohio, which said contract is made a part of the bond and the same as though set forth herein;

Now, if the said principal shall well and faithfully do the things agreed by him (it) to be done and performed according to the term of said contract, and shall pay all lawful claims of sub-contractors, material-men and laborers, for labor performed and material furnished in the carrying forward, performing or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any material man 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 the said contract or in or to the plans or specifications therefore shall in any wise effect the obligations of said surety on its bond.

WITNESS:

Principal

CITY OF WOOSTER, OHIO

STIBBS STREET SANITARY SEWER REPLACEMENT

SECTION G

CERTIFICATIONS

CITY OF WOOSTER, OHIO

STIBBS STREET SANITARY SEWER REPLACEMENT

SECTION H

MISCELLANEOUS CONTRACT FORMS

NOTICE OF AWARD

To: _____

The City of Wooster, Ohio, having considered the Bid submitted by you for STIBBS STREET SANITARY SEWER REPLACEMENT in response to the Advertisement for Bids dated _____ and in the amount of \$_____ does hereby notify you that your bid has been accepted.

The following variations from the Specifications and Bid Instructions have been allowed:

Delivery shall be on or before the period established in the bidding documents..

You are required to execute the Agreement within ten (10) calendar days from the date of this Notice to you. If you fail to execute said Agreement within ten (10) calendar days of the date of this Notice, the City of Wooster will be entitled to consider all of its rights arising out of the City's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The City of Wooster will also be entitled to such other rights as may be granted by law.

City of Wooster, Ohio

By: _____
Joel Montgomery, P.E.
Director of Administration

Date: _____

Acceptance of Notice of Award

Receipt of the above Notice of Award is hereby acknowledged by

_____ this _____ day of _____, 20__.

By: _____

Name: _____

Title: _____

NOTICE TO PROCEED

To: _____

Date: _____

Project: _____

You are hereby to commence WORK in accordance with the Agreement dated _____, 20_____, on or before _____, 20_____, and you are to complete the WORK within _____ consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 20_____.

Owner: City of Wooster

Joel Montgomery, P.E.
Director of Administration

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

by _____,

on this _____ day of _____, 20_____.

By: _____

Name & Title: _____

**NOTICE OF COMMENCEMENT OF A
PUBLIC IMPROVEMENT PURSUANT TO
REVISED CODE §1311.252**

State of Ohio)
) ss:
County of Wayne)

Joel Montgomery, P.E. (the "Affiant"), being first duly sworn, says that:

1. Affiant is the Director of Administration of the City of Wooster, 538 N. Market St., P.O. Box 1128, Wooster, Ohio 44691-7082 (the "Public Authority").
2. The Public Authority will be commencing a public improvement identified as follows: (name, location, and any number)
3. The following lists the name, address and trade of each of the principal contractors working on this public improvement:

NAME	ADDRESS	TRADE	DATE OF FIRST EXECUTE CONTRACT FOR THE PUBLIC IMPROVEMENT
------	---------	-------	--

4. The following lists the names and addresses of the sureties for all of those principal contractors:

<u>PRINCIPAL CONTRACTOR</u>	<u>NAME OF SURETY</u>	<u>ADDRESS OF SURETY</u>
-----------------------------	-----------------------	--------------------------

5. For the purpose of serving an affidavit pursuant to Revised Code 1311.26, service may be made upon the following representative of the Public Authority: Joel Montgomery, P.E., Director of Administration, at 538 N. Market St., P.O. Box 1128, Wooster, Ohio 44691-7082.

FURTHER AFFIANT SAYETH NAUGHT.

Joel Montgomery, P.E.,
Director of Administration

SWORN TO before me and subscribed in my presence this _____ day of _____, 20__.

[SEAL]

Notary Public

MAINTENANCE AND GUARANTEE BOND

(Project name)

KNOW ALL BY THESE PRESENTS, that _____, as Principal, and _____ as Surety, are held and firmly bound unto the City of Wooster as Owner, in the sum of _____ Dollars (\$ _____), good and lawful money of the United States of America, to be paid to said Owner, its legal representatives and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, and each and every one of them jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the ___ day of _____, 20__ for construction of _____ (hereinafter called the Contract) which Contract, including Specifications, shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall faithfully carry out and perform the warranty requirements of the Contract, and shall, on due notice, repair and make good at its own expense any and all defects in materials or workmanship in the said work which may develop during the two year period following substantial completion of the Contract, or shall pay over, make good and reimburse to the Owner all loss and damage which Owner may sustain by reason of failure or default of Principal so to do, then this obligation shall be null and void; otherwise to remain in full force and effect.

This warranty shall be in effect from the ___ day of _____, 20__ through the _____ day of _____, 20__

The responsibilities of the CONTRACTOR for operation, safety, maintenance, utilities, insurance and warranties and guarantees shall include: All contract items

PROVIDED, that Owner shall provide 30 days' notice and opportunity to cure to the Surety before commencing repairs to any defects in materials or workmanship in the said work. However, the Owner may make immediately those repairs which it reasonably determines to be necessary to protect life, limb and/or property.

No claim, suit, or action by reason of any default of the Principal shall be brought hereunder after the expiration of one year from the end of the maintenance period as herein set forth.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this ___ day of _____, 20__.

WITNESS _____
By: _____

WITNESS _____
By: _____

Attorney-in-Fact

I hereby approve the form and correctness of the foregoing bond.

Owner's Legal Counsel

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT _____

DATE OF ISSUANCE _____

OWNER _____ CITY OF WOOSTER, OHIO _____

PROJECT NO. _____

CONTRACTOR _____

ENGINEER _____ DIVISION OF ENGINEERING _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof.

TO _____ CITY OF WOOSTER, OHIO _____
OWNER

And To _____
CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within ____ days of the above date of Substantial Completion.

EJCDC No. 1910-8-D (1990 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America.

From the date of Substantial Completion the responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

RESPONSIBILITIES

OWNER: _____

CONTRACTOR: _____

The following documents are attached to and made a part of this Certificate:

[For items to be attached see definition of Substantial Completion as supplemented and other specifically noted conditions precedent to achieving Substantial Completion as required by Contract Documents.]

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

CONTRACTOR accepts this Certificate of Substantial Completion on _____, 20____

CONTRACTOR

By: _____
(Authorized Signature)

OWNER accepts this Certificate of Substantial Completion on _____, 20____

CITY OF WOOSTER – DIVISION OF ENGINEERING
OWNER

By: _____
(Authorized Signature)

++ END OF CERTIFICATE OF SUBSTANTIAL COMPLETION ++

**CITY OF WOOSTER
STIBBS STREET SANITARY SEWER REPLACEMENT
PARTIAL PAYMENT ESTIMATE**

CONTRACTOR : _____

NO. _____

ESTIMATE FOR PERIOD FROM _____ TO _____

A. SCHEDULE OF ORIGINAL CONTRACTOR WORK PERFORMED TO DATE

NO.	ODOT ITEM	DESCRIPTION	CONTRACT AMOUNTS			COMPLETED TO DATE	
			QUANTITY	UNIT	BID PRICE	QUANTITY	TOTAL COST
1	201	CLEARING AND GRUBBING	1	LS			
2A	202	CURB BOX REMOVED	10	EA			
2B	202	VALVE BOX REMOVED	6	EA			
2C	202	PIPE REMOVED OR FILLED	990	FT			
2D	202	MANHOLE REMOVED	1	EA			
2E	202	INLET REMOVED	1	EA			
2F	202	PAVEMENT REMOVED	13	SY			
2G	202	WALK REMOVED	288	SF			
2H	202	HEADWALL REMOVED	1	EA			
3A	611	6" CONDUIT, TYPE B, 707.45	50	FT			
3B	611	6" CONDUIT, TYPE C, 707.45	50	FT			
3C	611	12" CONDUIT, TYPE B, 707.45	142	FT			
3D	611	INLET, 18" DIA.	1	EA			
3E	611	6" CONDUIT, TYPE B, 707.45 (SANITARY)	203	FT			
3F	611	8" CONDUIT, TYPE B, 707.45 (SANITARY)	443	FT			
3G	611	MANHOLE, 48" ID (SANITARY)	3	EA			
4A	638	WATER WORK AT SPINK STREET	1	LS			
4B	638	WATER WORK AT BELMONT AVENUE	1	LS			
4C	638	WATER WORK AT GASCHER STREET	1	LS			
5	638	10" GATE VALVE & BOX	2	EA			
6A	638	1" COPPER WATER SERVICE LINE	205	FT			
6B	638	2" COPPER WATER SERVICE LINE	20	FT			
6C	638	1" CORPORATION STOP	9	EA			
6D	638	2" CORPORATION STOP AND TAPPING SADDLE	1	EA			
6E	638	1" CURB STOP AND BOX	9	EA			
6F	638	2" CURB STOP AND BOX	1	EA			
6G	638	1" COUPLING	9	EA			
6H	638	3/4" x 1" UNION	9	EA			
6I	638	2" COUPLING	1	EA			
6J	638	1" UNION	9	EA			
6K	638	2" UNION	1	EA			
6L	638	TWO BOLT DRESSER COUPLING	10	EA			
7	452	6" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC MS	13	SY			
8	608	4" CONCRETE WALK	288	SF			
9	614	MAINTAINING TRAFFIC	1	LS			
10A	630	GROUND MOUNTED SUPPORT, NO. 2 POST	18	FT			
10B	630	GROUND MOUNTED SUPPORT, NO. 3 POST (ANCHOR)	7	FT			
10C	630	REMOVAL OF GROUND MOUNTED SIGN AND REERECTION	2	EA			
10D	630	REMOVAL OF GROUND MOUNTED SIGN POST AND DISPOSAL	2	EA			
11	SPECIAL	SANITARY SEWER VIDEO	1	LS			
12	SPECIAL	TEMPORARY PAVEMENT	175	SY			
				TOTAL ORIGINAL WORK PERFORMED TO DATE			\$ -

B. SCHEDULE OF CHANGE ORDER WORK PERFORMED TO DATE

List every change order issued to the date of this estimate even if no work has been done under one or more of such orders.

CHANGE ORDER		DESCRIPTION	CHANGE ORDER AMOUNTS		COMPLETED TO DATE	
NO.	DATE		ADDITIONS (1)	DELETIONS (2)	%	TOTAL (3)
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
COLUMN TOTALS			\$ -	\$ -		\$ -

C. CONTRACT AMOUNT TO DATE

(a)	Original Contract Amount	=	<input type="text"/>
(b)	Plus: Change Order Additions (Total Section B, Column 1)	=	\$ -
(c)	Less: Change Order Deletions (Total Section B, Column 2)	=	\$ -
(d)	Adjusted Total Contract Amount to date	=	\$ -

D. WORK PERFORMED TO DATE

(e)	Cost of Original Contract Work Performed to Date (Total Section A)	=	\$ -
(f)	Change Order Work Performed to Date (Total Section B, Column 3)	=	\$ -
(g)	Total Cost of Work Performed to Date	=	\$ -
(h)	Less: Amount Retained in Accordance with Contract Terms (8% of the First 50% of Item d)	=	\$ -
(i)	Net Amount Earned on Contract Work to Date	=	\$ -
(j)	Materials Stored at Close of this Period	=	<input type="text"/>
(k)	Less: Amount Retained in Accordance with Contract Terms (8%)	=	\$ -
(l)	Net Amount of Materials Stored	=	\$ -
(m)	Subtotal of (i) Plus (l)	=	\$ -
(n)	Less: Amount of Previous Payments	=	<input type="text"/>
(o)	BALANCE DUE THIS PAYMENT	=	<input type="text"/> \$ -

E. CONTRACT PROGRESS

(p)	Original Completion Date	=	<input type="text"/>
(q)	Revised Completion Date	=	<input type="text"/>
(r)	Percentage of Contract Time Elapsed	=	<input type="text"/> %
(s)	Estimated Percentage of Construction Work Completed	=	<input type="text"/> %
(t)	Construction Progress on Schedule ?		<input type="text"/> YES <input type="text"/> NO

CONTRACTOR'S CERTIFICATION

I hereby certify that to the best of my knowledge and belief, all items and amounts shown in this estimate are correct; that all work has been performed and/or material supplied in full accordance with the requirements of the referenced contract, and/or duly authorized deviations, substitutions, alterations, and/or additions; and that the foregoing is a true statement of the contract amount up to and including the last day of the period covered by this estimate.

CONTRACTOR : _____
 BY : _____
 NAME : _____
 TITLE : _____
 DATE : _____

CITY OF WOOSTER APPROVAL

BY : _____
 NAME : John Rice, PE
 TITLE : Staff Engineer
 DATE : _____

P.O. #(s) : _____

CHANGE ORDER

No. 1

PROJECT:

DATE OF ISSUANCE:

EFFECTIVE DATE:

OWNER: CITY OF WOOSTER

ENGINEER: DIVISION OF ENGINEERING

CONTRACTOR:

You are directed to make the following changes in the Contract Documents.

Description:

Reason for Change Order:

CHANGE IN CONTRACT PRICE: Original Contract Price \$	CHANGE IN CONTRACT COMPLETION DATE: Original Contract Final Completion Date:
Net changes from previous Change Order No. ____ to No. ____ \$	Net changes from previous Change Orders Days:
Contract Price prior to this Change Order \$	Completion Dates prior to this Change Order: Contract Final Completion Date:
Net Increase of this Change Order \$	Net Time Extension of this Change Order: Days:
Contract Price with all approved Change Orders \$	Contract Completion Dates with all Approved Change Orders: Revised Contract Final Completion Date:

APPROVED:

By: _____

Date: _____

ACCEPTED:

By: _____

Date: _____

AFFIDAVIT OF COMPLIANCE

PREVAILING WAGES

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

do hereby certify that the wages paid to all employees of _____
(Company Name)

for all hours worked on the:

(Project and Location)

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

are in compliance with the prevailing wage requirements of Chapter 4115 of the Ohio Revised Code.

I further certify that no rebates or deductions have been or will be made, directly or indirectly, from any wages paid in connection with this project, other than those provided by law.

(Signature of Officer or Agent)

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

(Notary Public)

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

CONTRACTORS AFFIDAVIT
Waiver of Liens / Attested Accounts

STATE OF _____)
County of _____) ss

The undersigned, _____
hereby represents that on _____ he (it) was awarded a
contract by the City of Wooster, Ohio hereinafter called the Owner, for the installation or construction of

in accordance with the terms and condition of the Contract ; and the undersigned further represents that the
subject work for which payment is requested under the said contract has now been completed.

The undersigned hereby warrants and certifies that all of his (its) indebtedness arising by reason of the
said contract has been fully paid or satisfactorily secured; and that all claims from sub-contractors and others for
labor and material used in accomplishing the said project, as well as all other claims arising from the
performance of the said contract, have been fully paid or satisfactorily settled. The undersigned further agrees
that, if any such claim should hereafter arise, he (it) shall assume responsibility for the same immediately upon
request to do so by the Owner.

**The undersigned, for valuable consideration, the receipt of which is hereby acknowledged,
does further hereby waive, release and relinquish any and all claims or right of lien and/or attested
accounts which the undersigned now has or may hereafter acquire upon the subject premises for
labor and material used in accomplishing said project owned by the Owner.**

This affidavit is freely and voluntarily given with full knowledge of the facts, on this _____ day of
_____, A.D. 20__.

Contractor

By _____

Title _____

Subscribed and sworn to before me this _____ day of _____,
in the year of our Lord, 20_____.

(Seal) _____
Notary Public

My Commission Expires

CITY OF WOOSTER, OHIO

STIBBS STREET SANITARY SEWER REPLACEMENT

SECTION I

GENERAL CONDITIONS

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For
General Conditions

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9	Duties, Obligations and Responsibilities of the Contractor	24	Mechanics Liens and/or Attested Accounts
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14	Acceptance of Final Payment as Release	29	Electronic and Fax Documents
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GENERAL CONDITIONS

1. GUARANTEE AND WARRANTY

The Contractor shall guarantee and warrant all equipment for two (2) years from the date of the completion of the installation. All faulty installations shall be repaired within the warranty period by the contractor at no expense to the City.

2. PAYMENTS

The contractor shall prepare and present to the City a Payment Request. Payment Requests may be submitted at anytime but not more often than once per month.

Said Payment Request shall be in such format and shall include supporting information as may be required by the City. Payment Requests may include request for payment of labor and materials properly incorporated in the Project, and materials or equipment necessary for the Project and properly stored at the Project site less the total amount of previous payments received from the City. Any payment on account of stored materials will be subject to the Contractor providing written proof that the City has title to such materials. Each such Payment Request shall be signed by the Contractor and shall constitute the Contractor's representation that the quantity of work has reached the level for which payment is requested, that the work has been properly installed or performed in strict compliance with this Contract, all other contract documents and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Director shall review the Payment Request and may also review the work at the Project site or elsewhere to determine whether the quantity and quality of the work is as represented in the Payment Request and is as required by this Contract.

The amount of each such payment shall be the amount approved for payment by the Director less retainage of 8% for the first 50% of work completed and less such amounts, if any, otherwise owing by the Contractor to the City or which the City shall have the right to withhold as authorized by this Contract. The Administrator's approval of the Contractor's Payment Requests shall not preclude the City from the exercise of any of its rights. The submission by the Contractor of a Payment Request also constitutes an affirmative representation and warranty that all work for which the City has previously paid is free and clear of any lien, claim, or other encumbrance of any person whatsoever. As a condition precedent to payment, the Contractor shall, if required by the City, also furnish to the City properly executed waivers of lien or attested accounts, in a form acceptable to the City, from all subcontractors, materialmen, suppliers or others having lien or attested account rights, wherein said subcontractors, materialmen, suppliers or others having lien or attested account rights, shall acknowledge receipt of all sums due pursuant to all prior Payment Requests and waive and relinquish any liens, lien rights, attested accounts, attested account rights, or other claims relating to the Project. Furthermore, the Contractor warrants and represents that, upon payment of the Payment Request submitted, title to all work included in such payment shall be vested in the City.

The unit price, as bid, shall be full compensation for all work performed according to these specifications.

The City shall have the right to refuse to make payment and, if necessary, may demand the return of a portion or all of the amount previously paid to the Contractor due to:

- (a) The quality of a portion, or all, of the Contractor's work not being in accordance with the requirements of this Contract and all other contract documents;
- (b) The quantity of the Contractor's work not being as represented in the Contractor's Payment Request, or otherwise;
- (c) The Contractor's rate of progress being such that, in the City's opinion, substantial or final completion, or both, may be inexcusably delayed;
- (d) The Contractor's failure to use Contract funds, previously paid the Contractor by the City, to pay Contractor's Project-related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;

- (e) Claims made, or likely to be made, against the City or its property;
- (f) Losses caused by the Contractor's failure or refusal to perform any of its obligations to the City;

In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in this Subparagraph 2, the Contractor shall promptly comply with such demand.

In the event the City becomes informed that the Contractor has not paid a subcontractor, materialman, laborer, or supplier as provided herein, the City shall have the right, but not the duty, to issue future checks and payment to the Contractor of amounts otherwise due hereunder naming the Contractor and any such subcontractor, materialman, laborer, or supplier as joint payees. Such joint check procedure, if employed by the City, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the City to repeat the procedure in the future.

Neither payment to the Contractor, utilization of the Project for any purpose by the City, nor any other act or omission by the City shall be interpreted or construed as an acceptance of any work of the Contractor not strictly in compliance with this Contract, and all contract documents.

3. BONDS AND INSURANCE

3.1 Performance and Other Bonds:

Contractor shall furnish performance and payment bonds in an amount equal to One Hundred Percent (100%) of the contract award amount as security for the faithful performance and payment of all Contractor's obligations under Contract Documents. These Bonds shall remain in effect at least until two years after the date when final payment is made, except as otherwise provided by Law or Regulation or by the Contract Documents. Contractor shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department and as authorized to issue surety bonds in the State of Ohio by the Superintendent of the Ohio Department of Insurance. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

If the surety of any Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its rights to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 3.1 Contractor shall within five days thereafter substitute another Bond and Surety, both of which must be acceptable to City.

3.2 Bid Bonds

Bid security shall be in an amount not less than ten percent (10%) of the total amount bid. All bonds shall meet the requirements of O.R.C. Section 153.571, and as specified in these Contract Documents. Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and as authorized to issue surety bonds in the State of Ohio by the Superintendent of the Ohio Department of Insurance.

The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Award, City may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom City believes to have a reasonable chance of receiving the award may be retained by City until the earlier of the seventh day after the Effective Date of the Agreement or the sixty-first day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening. Others will be returned after successful award to a bidder.

4. INSURANCE

4.1 Contractor's Liability Insurance:

Contractor shall purchase and maintain such Commercial General Liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance and furnishing of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

Claims under worker's disability benefits and other similar employee benefit acts, damages because of bodily injury, occupational sickness, disease, or death of Contractor's employees;

Claims for damages because of bodily injury, property damage, personal injury, sickness or disease, or death of any person other than Contractor's employees which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (b) by any other person for any other reason;

Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

Claims arising out of operation of Laws and Regulations for damages because of bodily injury or death of any person or for damage to property.

The insurance required by this Section shall include the specific overages and be written with limits of liability not less than One Million Dollars (\$1,000,000 each occurrence). The Commercial General Liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to City by certified mail and shall contain an endorsement naming City of Wooster as Additional Insured with respect to Contractor's work performed pursuant to this agreement. All such insurance shall remain in effect during the term of the contract.

The risk of loss within the deductible amount will be borne by Contractor, Subcontractor or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

4.2 Contractual Liability Insurance:

The Commercial General Liability insurance required will include contractual liability insurance applicable to Contractor's obligations.

4.3 City's Liability Insurance:

City shall be responsible for purchasing and maintaining City's own liability insurance and, at City's option, may purchase and maintain such insurance as will protect City against claims which may arise from operations under the Contract Documents.

City shall not be responsible for purchasing and maintaining any property insurance to protect the interests of Contractor, Subcontractors or others in the Work.

4.4 Builder's Risk Insurance:

City may obtain and maintain builder's risk property insurance during the project in a form acceptable to it for

the full costs of replacement at the time of any loss as set forth herein. This insurance shall include as additional insureds, the Contractor, Subcontractors and material suppliers working on the Project. This insurance shall include all risk insurance for physical loss for damage including without duplication of coverage at least theft, vandalism, malicious mischief, flood, earthquake, tornado, Acts of God and other related matters. Owner may increase the limits of coverage if necessary to reflect estimated replacement costs. This insurance shall be written without a co-insurance clause. Owner shall be solely responsible for any deductible amounts.

4.5 Waiver of Rights:

City and Contractor waive all rights against each other for all losses and damages caused by any of the perils covered by the policies of insurance provided in response to requirements herein and any other property insurance applicable to the Work, and also waive all such rights against the Subcontractors, and all other parties named as insureds in such policies for losses and damages so caused. Each subcontract between Contractor and a Subcontractor will contain similar waiver provisions by the Subcontractor in favor of City, Contractor, and all other parties named as insureds. None of the above waivers shall extend to the rights that any of the insured parties may have to the proceeds of insurance held by City as trustee or otherwise payable under any policy so issued.

City and Contractor intend that any policies provided in response to requirements herein shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as insureds or additional insureds, and if the insurers require separate waiver forms to be signed by any Subcontractor, Contractor will obtain the same.

4.6 Receipts and Application of Proceeds:

Any insured loss under the policies of insurance required herein will be adjusted with City and made payable to City as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause. City shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

City as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to City's exercise of this power. If such objection be made, City as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, City as trustee shall, upon the occurrence of an insured loss, give bond for the proper performance of such duties.

4.7 Acceptance of Insurance:

If City has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor on the basis of its not complying with the Contract Documents, City shall notify Contractor in writing thereof within ten days of the date of delivery of such certificates to City. If Contractor has any objection to the coverage afforded by or other provisions of the policies of insurance required to be purchased and maintained by City on the basis of their not complying with the Contract Documents, Contractor shall notify City in writing thereof within ten days of the date of delivery of such certificates to Contractor. City and Contractor shall each provide to the other such additional information in respect of insurance provided by each as the other may reasonably request. Failure by City or Contractor to give any such notice of objection within the time provided shall constitute acceptance of such insurance purchased by the other as complying with the Contract Documents.

5. ESTIMATED QUANTITIES

The Contractor agrees that the estimated quantities are only for the purpose of comparing the bids offered for the work under this Contract, and further agrees that he will make no claim for anticipated profits or loss of profits because of a difference between the quantities of the various classes of work actually furnished and the said estimated quantities; and he agrees that the City shall not be held responsible if, in the construction of the work, any of the said estimated quantities should be found to vary from the quantities shown, and that the City may, without alteration or modification of this Contract, increase, decrease, or omit the amount of any class or portion of the work as may be deemed necessary.

6. TIME OF COMPLETION AND LIQUIDATED DAMAGES

It is anticipated that a "Notice to Proceed" will be issued within ten days of execution of the Contract Agreement. All work shall be complete by the date designated on the Notice To Proceed.

The Contractor shall diligently continue its performance to and until final completion of the Project. The Contractor shall accomplish Substantial Completion of the Project by the above specified date.

The Contractor shall pay the City the sum of Eight Hundred Fifty Dollars (\$850) per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at the time of executing this Contract. When the City reasonably believes that Substantial Completion will be inexcusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays.

The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Contractor has promptly given written notice of such delay to the City:

- a) To any preference, priority or allocation order duly issued by the City;
- b) To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the City, acts of another Contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and
- c) To any delays of Subcontractors occasioned by any of the causes specified in paragraphs a) and b) of this article.

When Substantial Completion has been achieved, the Contractor shall notify the City in writing and shall furnish to the Engineer a listing of those matters yet to be finished. The Director or his designee will thereupon conduct an inspection to confirm that the work is in fact substantially complete. Upon its confirmation that the Contractor's work is substantially complete, the Director will so notify the City and Contractor in writing and will therein set forth the date of Substantial Completion. Guarantees and equipment warranties required by this Contract shall commence on the date of Substantial Completion. Upon Substantial Completion, and the tender of all closeout documents from Contractor to City including if applicable waivers of liens or attested accounts, operation and maintenance manuals, written guarantees and other necessary documents, the City shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less any amounts attributable to liquidated damages, together with the reasonable costs as determined by the City for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming work, and handling any outstanding or threatened claims.

If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

The term "Substantial Completion", as used herein, shall mean that point at which, as certified in writing by the Engineer, the Project is at a level of completion in strict compliance with this Contract such that the City or its designee can enjoy beneficial use or occupancy and can use or operate it in all respects, for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion;

All limitations of time set forth herein are material and are of the essence of this Contract.

7. FINAL COMPLETION

When the Project is finally complete it shall notify the City in writing. Thereupon, the Director will perform a final inspection of the Project. If the Director confirms that the Project is complete in full accordance with this Contract and that the Contractor has performed all of its obligations to the City hereunder, the Director will furnish a final Approval for Payment to the City certifying to the City that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. Prior to completion, Contractor shall deliver to City two sets of as-built documents making all necessary modifications to the plans and specifications to reflect as-built conditions of the Project

8. CEASE AND DESIST ORDER

In the event the Contractor fails or refuses to perform the work as required herein, the City may instruct the Contractor to cease and desist from performing further work in whole or in part. Upon receipt of such instruction, the Contractor shall immediately cease and desist as instructed by the City and shall not proceed further until the cause for the City's instructions has been corrected, no longer exists, or the City instructs that the work may resume. In the event the City issues such instructions to cease and desist, and in the further event that the Contractor fails and refuses within seven (7) days of receipt of same to provide adequate assurance to the City that the cause of such instructions will be eliminated or corrected, then the City shall have the right, but not the obligation, to carry out the work with its own forces, or with the forces of another contractor, and the Contractor shall be fully responsible and liable for the costs of performing such work by the City. The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the City may have against the Contractor.

9. DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR

If the Contractor performs work knowing or believing it involves an error, inconsistency or omission in the Contract without first providing written notice to the City, the Contractor shall be responsible for such work and pay the cost of correcting same;

All work shall strictly conform to the requirements of this Contract; The work shall be strictly supervised, the Contractor bearing full responsibility for any and all acts or omissions of those engaged in the work on behalf of the Contractor;

The Contractor warrants that all labor furnished under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials shall be new and of high quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Contract and the contract documents. Any work not strictly complying with the requirements of this Subparagraph shall constitute a breach of the Contractor's warranty;

The Contractor shall obtain and pay for all required permits, fees and licenses. The Contractor shall comply with all legal requirements applicable to the work;

The Contractor shall employ and maintain at the Project site only competent supervisory personnel. The Contractor shall give written notice to the City of key supervisory personnel assigned by the Contractor to this Project, and shall not change them without notice to the City and approval by the City.

The Contractor shall maintain the Project site in a reasonably clean condition during performance of the work.

The Contractor will supervise and direct the work and shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

The Contractor agrees that none of its employees, agents, contractors or subcontractors will hold themselves out as, or claim to be, agents, officers or employees of The City of Wooster, and will not, by reason of any relationship with The City of Wooster, make any claim, demand or application to or for any right or privilege applicable to an agent, officer or employee of the City, including but not limited to, rights and privileges concerning worker's compensation and occupational diseases coverage, unemployment compensation benefits, social security coverage or retirement membership or credit.

10. CLAIMS BY THE CONTRACTOR

Claims by the Contractor against the City are subject to the following terms and conditions and as outlined in Section 15, Dispute Resolution, of the Agreement:

- (a) All Contractor claims against the City shall be initiated by a written claim submitted to the City. Such claim shall be received by the City no later than seven (7) calendar days after the event, or the first appearance of the circumstances, causing the claim, and same shall set forth in detail all known facts and circumstances supporting the claim;
- (b) The Contractor and the City shall continue their performance hereunder regardless of the existence of any claims submitted by the Contractor;
- (c) In connection with any claim by the Contractor against the City for compensation in excess of the Contract Price, any liability of the City for the Contractor's cost shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect cost or consequential damages of the Contractor;
- (d) In the event the Contractor should be delayed in performing any task which at the time of the delay is then critical, or which during the delay becomes critical, as the sole result of any act or omission by the City or someone acting in the City's behalf, or by City-authorized Change Orders, fire or other Acts of God, the date for achieving Substantial Completion, or, as applicable, final completion, shall be appropriately adjusted by the City upon the written claim of the Contractor to the City and the Engineer. A task is critical within the meaning of this Subparagraph if, and only if, said task is on the critical path of the Project schedule so that a delay in performing such task will delay the ultimate completion of the Project. Any claim for an extension of time by the Contractor shall strictly comply with the requirements herein.. If the Contractor fails to make such claim as required in this Subparagraph, any claim for an extension of time shall be waived.

11. TAXES

The Contractor will pay all sales, consumer, use and other similar taxes required by law unless otherwise exempt from doing so.

12. CHANGE ORDERS AND CHANGES TO WORK

The City may at any time, as the need arises, order changes within the scope of the work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by Change Order..

The City Project Manager, also, may at any time, by issuing a Field Order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the City unless the Contractor believes that such Field Order entitles him to a change in Contract Price or time, or both, in which event he shall give the City Project Manager written notice thereof within seven (7) days after the receipt of the ordered change. Thereafter the Contractor shall document the basis for the change in Contract Price or time within thirty (30) days. The Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the Owner..

The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- (a) Unit prices previously approved
- (b) An agreed lump sum price including but not to exceed fifteen percent (15%) for general Overhead and profit.
- (c) The actual cost for labor, direct overhead, materials, supplies, equipment and other services necessary to complete the work. In addition there shall be added an amount to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of the WORK to cover the cost of general overhead and profit.

13. CORRECTION OF WORK

The Contractor shall promptly remove from the premises all work rejected by the City for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

All removal and replacement WORK shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of written Notice, the Owner may remove such work and store materials and all such removal and storage costs shall be at the expense of the Contractor.

14. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

15. AFFIRMATIVE ACTION

The Contractor commits itself to the goals for minority manpower utilization, as applicable, and all other requirements, terms and conditions of these 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.

16. ASSIGNMENT

A. The Contractor shall not sell, transfer, assign or otherwise dispose of the Contract, contract documents or any portion thereof, or of its right, title, or interest therein, or its obligations thereunder without prior written approval of the Owner.

B. The Contractor shall not sublet, sell, transfer or assign any portion of the contractor without written consent of the Owner or 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.

17. PREVAILING WAGE

The successful contractor and all subcontractors will be required to pay laborers on the job in accordance with the State of Ohio, Ohio Bureau of Employment Services Wage Determination included herein.

The Prevailing Wage Program is administered by Amy Hamilton, 538 N Market Street, Wooster, OH 44691.

If any principal contractor or subcontractor appears on a list of violators as filed with the Secretary of State pursuant to Ohio Revised Code Section 4115.133, they are not qualified to bid on this project if within two years of the date of your conviction.

18. OWNER

The terms City, City of Wooster and Owner are interchangeable throughout the contract documents and each term shall mean each of the others.

19. OWNERSHIP OF DOCUMENTS

- a. Upon the making of final payment, the Owner shall receive and obtain ownership of the property rights, except for copyrights, of all documents, drawings, specifications, electronic data and information prepared, provided or procured by the Contractor used on this Project and Contractor grants to Owner the right to use all such documents, drawings, specifications, electronic data and information in furtherance of any needs or services related to the Project.
- b. If this Agreement is terminated for convenience, the Owner shall receive ownership of the property rights, except for copyrights, of the Contractor's documents upon payment for all work performed in accordance with this Agreement, at which time the Owner shall have the right to use, reproduce and make derivative works from the Contractor 's documents to complete the work. Contractor represents that it will not copyright its own design drawings or specifications or alternatively, if it does copyright its design drawings and specifications, it grants to Owner the absolute right to use the design drawings and specifications to complete the Project following a termination of Contractor's services.
- c. If Contractor breaches any of its contractual obligations herein, Owner shall be entitled to take possession and ownership of the property rights, except for copyrights, of the Contractor's documents and shall have the right to use, reproduce and make derivative works from the Contractor's documents to complete the work. Contractor represents that it will not copyright its drawings and/or specifications or alternatively, if it does copyright such drawings and specifications, it grants to Owner the right to use the drawings and specifications to complete the Project, under these circumstances.
- d. The Owner may use, reproduce and make derivative works from the Contractor's documents or as-built documents for subsequent renovation and remodeling of the work but shall not use, reproduce or make derivative works from the Contractor's documents or as-built documents for other projects without the written authorization of the Contractor.

- e. The Contractor shall obtain from its subcontractors and consultants all necessary property rights and rights of use that correspond to the rights given by the Contractor to the Owner in connection with the Contractor's documents as set forth in this Agreement.
- f. The Owner's use of the Contractor's documents without the Contractor's involvement or on other projects is at the Owner's sole risk.

20. NOTICE OF COMMENCEMENT

To the extent required by law, Owner shall prepare a Notice of Commencement which Contractor will make readily available to all subcontractors and suppliers performing work or providing supplies to the Project. Contractor shall also maintain a copy of the Notice of Commencement at the job site.

21. SAFETY OF PERSONS AND PROPERTY

- a. Contractor shall have overall responsibility for safety precautions and programs in the performance of its work on the Project and the work of its subcontractors and suppliers. If requested, Contractor shall erect a construction fence around the work site to prohibit public access to the construction Project site.
- b. Owner and Contractor recognize and acknowledge that the provisions of this Agreement providing for Contractor to have overall responsibility for safety precautions and programs in the performance of the Project, including the work of its subcontractors, does not relieve such subcontractors or suppliers of their own responsibility for the safety of persons or property in the performance of their own work, nor for compliance with the provisions of applicable laws and regulations.
- c. Contractor shall seek to avoid injury and loss or damage to persons or property by taking reasonable steps to protect employees and other persons at the Project site, materials, supplies and equipment stored at the Project site, the Project and all property located at the work site and adjacent to work areas, whether or not said property or structures are part of the Project or involved in the work.
- d. Contractor shall maintain a drug-free and alcohol-free work place and require same of its subcontractors, architects, engineers and consultants. Contractor affirms that it will have a zero tolerance policy regarding illegal drug use or alcohol use by its workers and the workers of its subcontractors, architect, engineers and consultants, while performing any work in furtherance of the Project.
- e. Contractor shall designate an individual at the work site in the employ of the Contractor who shall act as its designated safety representative with the duty to prevent accidents. Unless otherwise identified by the Contractor in writing to the Owner, the designated safety representative shall be the Project Superintendent of the Contractor. Contractor will report immediately in writing all accidents or injuries occurring at the work site to the Owner's designated representative. If the Contractor is required to file an accident report with a public authority, Contractor shall furnish a copy of the report to the Owner's representative.
- f. Contractor's safety program shall comply with the requirements of all governmental and quasi-governmental authorities having jurisdiction over the work.
- g. If the Owner deems any part of the work or work site unsafe, the Owner, without assuming any responsibility or liability for the Contractor's safety program, may require the Contractor to stop the performance of the Project or take corrective actions satisfactory to the Owner, or both. If

the Contractor does not adopt such corrective measures, the Owner may perform them and deduct the cost of the corrective measures from the amount paid or due and owing to Contractor.

Contractor agrees to make no claim for damages or an increase in compensation based upon the compliance or noncompliance with the Owner's reasonable request.

22. EACH PARTY'S REPRESENTATIVE.

Each party shall designate a person who shall be their authorized representative. Such representatives shall have authority to speak for and bind the Contractor and/or Owner although it is acknowledged that there will be circumstances in which such representative will need to consult with his or her home office before making binding decisions.

23. HAZARDOUS MATERIALS

- a. A hazardous material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal and/or cleanup. Contractor shall not be obligated to commence or continue work until any hazardous material discovered at the work site has been removed, rendered or determined to be harmless by the Owner as certified by an independent testing laboratory and approved by the appropriate government agency.
- b. If after the commencement of the Project, hazardous material is discovered at the work site, the Contractor shall be entitled to immediately stop work in the affected area. Contractor shall report the condition to the Owner, the architect and if required, the government agency with jurisdiction.
- c. Contractor shall not be required to perform any work relating to or in the area of hazardous materials without written mutual agreement between Contractor and Owner.
- d. The Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether the material requires corrective measures or remedial action. Such measures shall be the sole responsibility of the Owner and shall be performed in a manner minimizing any adverse effects upon the work. Contractor shall resume work in the area affected by any hazardous material only upon written agreement between the parties after the hazardous material has been removed or rendered harmless and only after approval, if necessary, of the appropriate governmental agency with jurisdiction.
- e. Material safety data sheets as required by law and pertaining to materials or substances used or consumed in the performance of the Project, whether obtained by the Contractor, subcontractors, sub subcontractors, Owner or others, shall be maintained at the Project by the Contractor and made available to the Owner and subcontractors upon request.
- f. During Contractor's performance of the Project, Contractor shall be responsible for the proper handling of all materials brought to the work site by the Contractor.
- g. The terms of this Section shall survive the completion of the Project under this Agreement and/or any termination of this Agreement.

24. MECHANICS' LIENS AND/OR ATTESTED ACCOUNTS

If an Affidavit for Mechanics' Lien, Mechanics' Lien Affidavit for Attested Account or Attest Account is filed on the Project or against the Property of the Owner, by any subcontractor, sub subcontractor, material supplier or other entity, Contractor will cause the lien to be released within 30 days after notice

from Owner to do so. Contractor will bond off the lien if necessary in order to accomplish its release. Contractor will hold Owner harmless, defend and indemnify Owner for any and all costs, including attorney's fees, incurred by Owner as a result of an Affidavit for Mechanics' Lien, Affidavit of Attested Account, Mechanics' Lien or Attested Account filed on the Project or property of the Owner.

25. SEVERABILITY

The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision of this Agreement. Any provision deemed invalid shall be modified so as to achieve the intent of the Parties.

26. NO WAIVER OF PERFORMANCE

The failure of either party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

27. TITLES AND GROUPINGS

The titles given to the Sections of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose. The grouping of the Sections in this Agreement and the Owner's specifications under the various headings is solely for the purpose of convenient organization and in no event shall the grouping of provisions, use of paragraphs or use of headings be construed to limit any provisions.

28. TIME IS OF THE ESSENCE

All time limits stated in the Contract Documents are of the essence of the Agreement. By executing this Agreement, Contractor confirms that the time limits set forth in this Agreement are reasonable.

29. ELECTRONIC AND FAX DOCUMENTS

All electronic and fax copy documents used on the Project or for any means related to the obligations of either Party to this Agreement shall have the full force and effect as an original document.

CITY OF WOOSTER, OHIO

STIBBS STREET SANITARY SEWER REPLACEMENT

SECTION J

SUPPLEMENTARY GENERAL CONDITIONS

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For
Supplementary General Conditions

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SUPPLEMENTARY GENERAL CONDITIONS

1. DEFINITIONS

1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

1.2 ADDENDA - Written or graphic instruments issued prior to the execution of the Contract which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications, or corrections.

1.3 BID - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.

1.4 BIDDER - Any person, firm, or corporation submitting a BID for the WORK.

1.5 BONDS - Bid and Contract Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.

1.6 CHANGE ORDER - A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.

1.7 INTENTIONALLY OMITTED

1.8 CONTRACT PRICE - The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.

1.9 CONTRACT TIME - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.

1.10 CONTRACTOR - The person, firm or corporation with whom the OWNER has executed the Contract.

1.11 DRAWINGS - The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the CITY ENGINEER.

1.12 CITY ENGINEER - The representative of the City of Wooster Division of Engineering, and general representative of the OWNER in all construction administration matters, but also referred to as the Director of Administration unless otherwise advised, the terms Director of Administration and City Engineer shall be interchangeable.

1.13 FIELD ORDER - A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the CITY ENGINEER to the CONTRACTOR during construction.

1.14 NOTICE OF AWARD - The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.

1.15 NOTICE TO PROCEED - Written communication issued by the OWNER to the CONTRACTOR authorizing it to proceed with the WORK and establishing the date of commencement of the WORK.

1.16 INTENTIONALLY OMITTED

1.17 PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

1.18 RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.

1.19 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, SUBCONTRACTOR, MANUFACTURER, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

1.20 SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

1.21 SUBCONTRACTOR - An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK.

1.22 INTENTIONALLY OMITTED

1.23 SUPPLEMENTARY GENERAL CONDITIONS - Modifications to General Conditions and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS, or such requirements that may be imposed by applicable state laws.

1.24 SUPPLIER - Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

1.25 WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

1.26 WRITTEN NOTICE - Any notice to any party of the Contract relative to any part of this Contract in writing and considered delivered in the service thereof completed, when posted by certified or registered mail to said party at its last given address or delivered in person to said party or its authorized representative on the work, or tendered by facsimile if receipt is shown to demonstrate that the recipient received it and/or by email if the email is either acknowledged as received by the recipient, or there is other proof of its receipt by the recipient, such as a "read receipt" notification.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the CITY ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

2.2 The additional drawings and instructions thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

3. SCHEDULES, REPORTS AND RECORDS

3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.

3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part and, as applicable:

3.2.1 The dates at which special detail drawings will be required; and

3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies, and equipment.

3.3 The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK.

4. DRAWINGS AND SPECIFICATIONS

4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.

4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the CITY ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

5. SHOP DRAWINGS

5.1 The CONTRACTOR shall, at his own expense prior to the manufacture or fabrication of any materials which he is to furnish and which are not built from detailed designs furnished by the CITY ENGINEER, submit for approval of the CITY ENGINEER, four (4) complete sets of detailed SHOP DRAWINGS of such materials. These SHOP DRAWINGS shall be accurate and distinct and shall give all working dimensions, kinds of materials to be used, kinds of machine work and finish to be applied, and like information. These SHOP DRAWINGS shall, in general, pertain to such items as steel reinforcement, piping, electrical installations, valves, pumps, heating equipment, structural steel work, miscellaneous metal and wood work, and any other work similar to the above-mentioned items.

5.2 When submitted for the CITY ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

5.3 One (1) set of SHOP DRAWINGS furnished by the CONTRACTOR will be returned after approval, the other three (3) sets being retained by the CITY ENGINEER. If required by the CITY ENGINEER, the SHOP DRAWINGS shall be revised and four (4) sets of revised SHOP DRAWINGS shall be furnished until the approval of the CITY ENGINEER has been obtained.

5.4 No work upon the manufacture or the fabrication of any materials shall be done until such approval by the CITY ENGINEER has been obtained. Furthermore, the approval of the SHOP DRAWINGS shall not be interpreted in any way to classify for payment for any particular work.

6. MATERIALS, SERVICES AND FACILITIES

6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the

WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

6.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the CITY ENGINEER or his designee.

6.5 Materials, supplies or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

7. INSPECTION AND TESTING

7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.

7.2 The OWNER shall provide all inspection and testing services not assigned to others by the Contract Documents.

7.3 The CONTRACTOR shall provide at his own expense the testing and inspection services required by the CONTRACT DOCUMENTS.

7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the CITY ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the CITY ENGINEER the required certificates of inspection, testing or approval.

7.5 Inspections, tests or approvals by the CITY ENGINEER or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

7.6 The CITY ENGINEER and his representatives 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, 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.

7.7 If any WORK is covered contrary to the written instruction of the CITY ENGINEER it must, if requested by the CITY ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR'S expense.

7.8 If the CITY ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the CITY ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the CITY ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

8. PATENTS

The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified; however, if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the CITY ENGINEER.

9. SURVEYS, PERMITS, AND REGULATIONS

9.1 The OWNER shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of bench marks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.

9.2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

9.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. 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 shall promptly notify the CITY ENGINEER in writing, and any necessary changes shall be adjusted as provided in the contract documents.

10. PROTECTION OF WORK, PROPERTY AND PERSONS

10.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. He 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, 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 for removal, relocation or replacement in the course of construction.

10.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

10.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the CITY ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. He will give the CITY ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

11. SUPERVISION BY CONTRACTOR

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

12. SUBSURFACE CONDITIONS

12.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:

12.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS; or

12.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

12.2 The OWNER shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE; provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

13. ASSIGNMENTS

CONTRACTOR shall not sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of its right, title or interest therein, or its obligations thereunder, without written consent of the Owner.

14. SEPARATE CONTRACTS

14.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the CITY ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

14.2 The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.

14.3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves him in additional expense or entitles him to an extension of the CONTRACT TIME, he may make a claim therefor as provided in Sections 14 and 15.

15. SUBCONTRACTING

15.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

15.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(s), in excess of fifty (50%) percent of the CONTRACT PRICE, without prior written approval of the OWNER.

15.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of the SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

15.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

15.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

16. CITY ENGINEER'S AUTHORITY

16.1 The CITY ENGINEER and/or Director of Administration shall act as the OWNER'S representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The CITY ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

16.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.

16.3 The CITY will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

16.4 The CITY shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

17. LANDS AND RIGHTS-OF-WAY

17.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

17.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.

17.3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

18. GUARANTY

The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of

two (2) years from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of two (2) years from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that 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.

The following chart represents minimum bond amounts for the Maintenance and Guaranty Bond required at completion of the project. Final amounts will be established by the City Engineer based on project type and complexity.

Two Year Maintenance and Guaranty Bond

Project Costs/Bond Amounts

Project Type	≤ \$100,000	> \$100,000 – \$500,000	≥ \$500,000
Utility Projects	50%	25%	10%
Roadway Projects	75%	50%	25%
Mechanical/Equipment/ Building Projects	100%	75%	50%

19. WORKING FACILITIES

19.1 The CONTRACTOR will be allowed the use of as much of the site designated for the proposed WORK as is necessary for his operations unless noted otherwise in the DRAWINGS, but he must provide all necessary access to public or private property, the cost of which shall be included in the prices BID for the various items of the WORK to be performed under this CONTRACT.

19.2 Whenever it is required as a part of this CONTRACT to perform the work within the limits of private property, or in public rights-of-way, such WORK shall be done in conformity with all permits and agreements between the OWNER and the owner of such private property or rights-of-way. Whether or not such a condition be part of the agreement, care shall be taken to avoid injury to the premises entered, which premises shall be left in a neat and orderly condition, by the removal of rubbish and the grading of surplus materials and the restoration of said private property to the same general conditions as at the time of entry for WORK to be performed under this CONTRACT.

20. PROGRAM AND METHOD OF CONSTRUCTION

20.1 The CONTRACTOR shall comply with all provisions of "SPECIFIC SAFETY REQUIREMENTS OF THE INDUSTRIAL COMMISSION OF OHIO RELATING TO CONSTRUCTION," Current Edition, and the U.S. Department of Labor "Safety and Health Regulations for Construction" identified as Chapter XVII of Title 29, Code of Federal Regulations (CFR) Part 1926 (formerly Part 1518) and subsequent amendments.

20.2 If, at any time before the commencement or during the progress of the WORK, or any part of it, such methods, features and appliances used or to be used, appear to the CITY ENGINEER as unsafe, insufficient or improper, he may order the CONTRACTOR to increase their safety or sufficiency, or to improve their character, and the CONTRACTOR shall conform to such orders; but the failure of the CITY ENGINEER to demand any

increase of such safety, sufficiency, adequacy of any improvement shall not release the CONTRACTOR from his obligation to secure the safe conduct and quality of the WORK specified.

21. OWNERSHIP OF MATERIALS

Materials encountered in the WORK and required to be removed under this CONTRACT which are in a reusable condition as determined by the CITY ENGINEER including, but not limited to, items of equipment, piping, castings, valves, excavated materials, and electrical boxes and fixtures shall remain the property of the OWNER.

All such materials which are not to be reused in the WORK shall be stored adjacent to the WORK by and at the expense of the CONTRACTOR and as directed by the CITY ENGINEER.

22. STORING OF MATERIALS

22.1 All materials required in the WORK may be stored on the project site, or on the right-of-way, sides of the roadway or parking area of the streets or highways in which the WORK is to be constructed, or upon the street intersections adjoining thereto, if approved by the CITY ENGINEER, but all such materials, tools and machinery shall be neatly and compactly piled in such a manner as to cause the least inconvenience to property owners and traffic.

22.2 All fire hydrants must at all times be kept free and unobstructed and water and gas shut off boxes and underground power and telephone line manholes must be left uncovered by such materials.

22.3 Materials, tools and machinery shall not be piled or placed against trees. All materials, tools, machinery, etc., stored upon public thoroughfares, must be provided with warning lights or flares at night time to warn traffic of such obstructions.

23. MEASURES OF QUANTITIES

23.1 To aid the CITY ENGINEER in determining quantities, the CONTRACTOR shall, whenever so requested, provide scales, equipment and assistance for weighing of or measuring any of the materials. It is understood and agreed that a "ton" shall mean the short ton or two thousand (2,000) pounds.

23.2 Weights and measures of quantities for payment will be the actual weight or actual measure, and no special or trade or so termed customary allowances will be made, nor will any material which is lost or misplaced be included for payment.

23.3 Where WORK is to be paid for by units of length, area or volume, only the net amount of the WORK actually called for and completed, as it shall appear in the finished WORK shall be paid for.

23.4 For the estimating of quantities in which the computation of area or volume by geometric methods would be comparatively laborious, it is agreed that the planimeter shall be considered an instrument of precision adapted to the measurement of such areas or volumes.

23.5 The estimated quantities of the various classes of WORK to be performed under this CONTRACT are approximate, and are for the purpose of comparing, on a uniform basis, the BIDS offered.

23.6 Neither the OWNER nor the CITY ENGINEER are to be held responsible if, upon the completion of the WORK, the actual quantities are found to be greater or less than the estimated quantities. The CONTRACTOR shall make no claim for anticipated profits or loss of profits because of a difference between actual and estimated quantities.

24. LINES AND GRADES

24.1 All WORK under this CONTRACT shall be built in accordance with the lines and grades shown on the DRAWINGS or as given by the CITY ENGINEER. The CONTRACTOR will be required to furnish such

materials and unskilled assistance as may be necessary for setting and preserving line and grade stakes.

24.2 The CONTRACTOR shall inform the CITY ENGINEER at least forty-eight (48) hours in advance of his need for line or grade stakes. It shall be the duty of the CONTRACTOR to carefully preserve all stakes and marks used or given by the CITY ENGINEER. When approved by the CITY ENGINEER, the CONTRACTOR may elect to use a laser beam as an alternative for horizontal and vertical control of sanitary sewers. The laser unit shall be set up in such a manner that the alignment of the beam is through the pipe directly on the centerline of the pipe or outside the pipe directly above and parallel to the centerline of the pipe. If the laser unit is set up on the centerline of the pipe, a blower shall be used to provide positive continuous air circulation within the pipe. A target shall be established on line and grade, to provide a method of checking the setting of the laser beam as construction progresses. The CONTRACTOR shall provide means to ensure the grade pole is plumb when checking pipe grade. The grade pole shall be set on the invert of the pipe when checking alignment and grade.

24.3 The figures given in the SPECIFICATIONS or upon the DRAWINGS after the word "Elevation" or an abbreviation of it, shall mean distances in feet above Mean Sea Level Datum.

25. WORK IN FREEZING WEATHER

Any WORK which may be subject to damage by frost shall be suspended during periods of freezing weather unless written authorization to proceed is obtained from the CITY ENGINEER. When WORK is authorized to proceed under such a condition, the CONTRACTOR shall provide approved facilities for heating the materials and protecting the finished work.

26. TEST HOLES

26.1 If the BIDDER desires to obtain information as to soil conditions, the OWNER will afford him an opportunity, at his own expense, to make borings or to dig test pits on the site of the WORK.

26.2 The location of such boring or test pits shall be subject to approval by the OWNER and all such borings and test pits shall be restored to a condition satisfactory to the OWNER.

27. NOTIFICATION OF UTILITIES

27.1 Before starting construction in any street or road, the CONTRACTOR shall notify all utility companies, in writing, of the date he proposes to begin his operations. Such notice shall be given sufficiently in advance to permit the utility companies to make adequate provisions for protecting their pipe lines, cables, poles, etc. One copy of the CONTRACTOR'S letter of notification shall be delivered to the CITY ENGINEER.

27.2 Where the CONTRACTOR'S operations endanger the security of any utility pole, he shall support such pole in a manner satisfactory to the CITY ENGINEER and shall notify the owner of the pole. The cost of supporting poles shall be paid by the CONTRACTOR.

27.3 The cost of any damages caused to utility company facilities shall be the responsibility of the CONTRACTOR.

28. SEWAGE, SURFACE AND FLOOD FLOWS

28.1 The CONTRACTOR shall furnish all the necessary equipment, shall take all necessary precautions, and shall assume the entire cost of handling and properly disposing of any sewage, seepage, storm surface water and flood flows which may be encountered at any time during the construction of the WORK.

28.2 The manner of providing for these flows shall meet with the approval of the CITY ENGINEER, and the entire cost of said work shall be included in the price stipulated for the various items of the WORK to be performed under this CONTRACT.

29. USE OF STREETS

29.1 During the progress of the WORK, the CONTRACTOR shall make ample provision for both vehicular and foot traffic on any public road, and shall indemnify and save harmless the OWNER from any expense whatsoever due to his operations over said roadways and streets. The CONTRACTOR shall also provide free access to all fire hydrants, water and gas valves located along the line of his WORK.

29.2 Gutters and waterways must be kept open or other provisions made for the removal of storm water. The CONTRACTOR shall lay and maintain temporary driveways, bridges, and crossings, such as, in the opinion of the CITY ENGINEER, are necessary to reasonably accommodate the public.

29.3 In the event of the CONTRACTOR'S failure to comply with these provisions, the OWNER may cause the same to be performed and will deduct the cost of such WORK from any monies due or to become due the CONTRACTOR under this contract, but the performance of such WORK by the OWNER shall not release the CONTRACTOR from his general or particular liability for the safety of the public or the WORK.

30. OBSTRUCTIONS ENCOUNTERED

30.1 In addition to showing the structures to be built under this CONTRACT, the DRAWINGS show certain information obtained by the CITY ENGINEER regarding the pipes, conduits and other structures which exist along the lines of the WORK, both at and below the surface of the ground. The OWNER expressly disclaims any responsibility for the accuracy or completeness of the information given on the DRAWINGS with regard to existing pipes, conduits, or structures. If an interference is encountered at grade with pipes, conduits, or structures not shown on the plans or otherwise indicated, the authorized elimination of the interference shall be paid in accordance with Section 12, Change Orders and Changes to Work of the General Conditions, providing the CONTRACTOR has complied with the requirements of Section 12 of these special conditions.

30.2 The CONTRACTOR shall support and protect all pipes, conduits, and other structures which may be encountered during the construction of the WORK, and to make good all damages done to such pipes, conduits, and other structures as provided in these SPECIAL CONDITIONS.

31. MONUMENTS AND LANDMARKS

Monuments or landmarks shall not be disturbed or removed by the CONTRACTOR or any of his employees without the written consent of the CITY ENGINEER. Any monument or landmark so removed will be replaced by the CONTRACTOR at his expense. The cost thereof shall be retained from the monies due or to become due the CONTRACTOR under this CONTRACT.

32. PROTECTION OF EXISTING TREES AND SHRUBBERY

32.1 When ordered by the CITY ENGINEER, the CONTRACTOR shall dig up, handle, protect and properly reset hedges, small trees and shrubbery along the line of or adjacent to the WORK, and shall take all reasonable care in this WORK.

32.2 Tree roots shall not be mutilated nor shall they be cut except by permission of the CITY ENGINEER. When permitted to cut tree roots, the ends shall be cut off smooth, without splitting or shattering. The trunks of the trees shall be carefully protected from damage, and if unavoidable damage occurs, the injured portions shall be neatly trimmed and covered with an application of grafting wax.

32.3 Excavating machinery, cranes, etc., shall be handled with care to prevent damage to shade trees, particularly to overhanging branches, and shall not be cut off except by special permission of the CITY ENGINEER.

32.4 No special compensation will be made for the protecting of existing trees and shrubbery, but such cost shall be considered as having been included in the prices stipulated for the various items of WORK to be performed

under this CONTRACT.

33. RESIDENT PROJECT REPRESENTATIVE

33.1 The RESIDENT PROJECT REPRESENTATIVE if employed or assigned for the Project, shall be the agent and shall act under the supervision and direction of the CITY ENGINEER.

33.2 The duties and responsibilities of the RESIDENT PROJECT REPRESENTATIVE shall be:

33.2.1 Schedule: Review the construction schedule prepared by the CONTRACTOR for compliance with the CONTRACT and give written advice to the CITY ENGINEER concerning its acceptability.

33.2.2 Conferences: Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with the CITY ENGINEER and notify those expected to attend in advance. Maintain and circulate copies of records of the meetings.

33.2.3 Liaison:

a. Serve as the CITY ENGINEER'S liaison with the CONTRACTOR working principally through the CONTRACTOR'S field superintendent. Alert the CONTRACTOR, through his field superintendent, to the hazards involved in accepting and acting upon any instructions other than such instructions transmitted through the CITY ENGINEER.

b. Cooperate with the CONTRACTOR in his dealings with the various local agencies having jurisdiction over the WORK in order to complete service connections to public utilities and facilities.

33.2.4 Approvals: When required, assist the CITY ENGINEER in obtaining from the CONTRACTOR a list of his proposed SUPPLIERS and SUBCONTRACTORS.

33.2.5 Samples: Assist the CITY ENGINEER in obtaining field samples of materials delivered to the site which are required to be furnished, and keep a record of actions taken by the CITY ENGINEER.

33.2.6 Shop Drawings:

a. Receive approved SHOP DRAWINGS and other submissions from the CITY ENGINEER; record data received, maintain a file of the DRAWINGS and submissions, and check construction for compliance with them.

b. Alert the CONTRACTOR'S field superintendent when he observes materials or equipment being installed before approval of SHOP DRAWINGS or samples, where such are required, and advise the CITY ENGINEER when he believes it is necessary to disapprove WORK as failing to conform to the CONTRACT DOCUMENTS.

33.2.7 Review of Work, Inspections and Tests:

a. Conduct on-site observations of the WORK in progress for the CITY ENGINEER as a basis for determining that the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

b. Verify that tests, including equipment and systems start-up, which are required by the CONTRACT DOCUMENTS are conducted and that the CONTRACTOR maintains adequate records thereof; observe, record and report to the CITY ENGINEER appropriate details relative to the test procedures and start-ups.

c. Accompany visiting inspectors representing public or other agencies having jurisdiction over the WORK, record the outcome of these inspections and report to the CITY ENGINEER.

33.2.8 Interpretation of Contract Documents: Transmit to the CONTRACTOR the CITY ENGINEER'S interpretations of the CONTRACT DOCUMENTS.

33.2.9 Modifications: Consider and evaluate the CONTRACTOR'S suggestions for modifications in DRAWINGS or SPECIFICATIONS and report them with recommendations to the CITY ENGINEER.

33.2.10 Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, SHOP DRAWINGS and other submissions, reproductions of original CONTRACT DOCUMENTS including all ADDENDA, CHANGE ORDERS and additional DRAWINGS issued subsequent to the award of the CONTRACT, the CITY ENGINEER'S interpretations of the CONTRACT DOCUMENTS, progress reports, and other WORK related documents.
- b. Keep a diary or log book, recording hours on the job site, weather conditions, list of visiting officials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.
- c. Record names, addresses and telephone numbers of all CONTRACTORS, SUBCONTRACTORS and major material SUPPLIERS.
- d. Maintain a set of DRAWINGS on which authorized changes are noted, and deliver to the CITY ENGINEER at the completion of the WORK.

33.2.11 Reports:

- a. Furnish the CITY ENGINEER periodic reports as required of progress of the WORK and the CONTRACTOR'S compliance with the approved construction schedule.
- b. Consult with the CITY ENGINEER in advance of scheduled major tests or start of important phases of the WORK.

33.2.12 Payment Requisitions: Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward them with recommendations to the CITY ENGINEER, noting particularly their relation to the WORK completed and materials and equipment delivered at the site.

33.2.13 Guarantees, Certificates, Maintenance and Operation Manuals: During the course of the WORK, assemble guarantees, certificates, maintenance and operation manuals and other required data to be furnished by the CONTRACTOR and upon acceptance of the WORK, deliver this material to the CITY ENGINEER for his approval.

33.2.14 Completion:

- a. Prior to final inspection, submit to the CONTRACTOR a list of observed items requiring correction and verify that each correction has been made.
- b. Conduct final inspection in the company of the CITY ENGINEER and the OWNER and prepare a final list of items to be corrected.
- c. Verify that all items on final list have been corrected and make recommendations to the CITY ENGINEER concerning acceptance.

33.3 The RESIDENT PROJECT REPRESENTATIVE shall not have authority to perform any of the following except upon written instructions of the CITY ENGINEER;

33.3.1 Authorize any deviation from the CONTRACT DOCUMENTS.

33.3.2 Undertake any of the responsibilities of the CONTRACTOR, the SUBCONTRACTOR or the CONTRACTOR'S field superintendent.

33.3.3 Expedite the WORK for the CONTRACTOR.

33.3.4 Advise on or issue directions relative to any aspect of the construction technique or sequence unless a specific technique or sequence is called for in the CONTRACT DOCUMENTS.

33.3.5 Authorize the OWNER to occupy the PROJECT in whole or in part prior to final acceptance of the WORK.

33.3.6 Participate in specialized field or laboratory tests.

33.3.7 Act as foremen or perform other duties for the CONTRACTOR nor interfere with the management of the WORK. Any instructions which the RESIDENT PROJECT REPRESENTATIVE may give the CONTRACTOR shall in no way be construed as committing the OWNER in any way, nor as releasing the CONTRACTOR from the fulfillment of the CONTRACT.

34. OPERATION AND MAINTENANCE MANUALS

34.1 The CONTRACTOR shall at his own expense, submit to the CITY ENGINEER, four (4) copies of the Operation and Maintenance Manuals for each and every item of mechanical or electrical equipment included in the WORK under this CONTRACT. The Operation and Maintenance Manuals shall address, as a minimum, the equipment specifications, installation procedure, preparation for operation, theory of operation, method of operation, routine maintenance including lubrication, trouble-shooting, service contacts, and exploded diagrams with parts listed.

34.2 Final payment for WORK under this CONTRACT will not be made until all operation and maintenance manuals, as requested herein, are received by the CITY ENGINEER.

35. PROTECTION OF PUBLIC AND SAFETY

The CONTRACTOR, when performing any work on any roads, streets, or highways or so closely adjacent thereto to create hazards for the public or for themselves, shall provide protection in accordance with Part 6 – Temporary Traffic Control, of the "Ohio Manual of Uniform Traffic Control Devices." This manual is published by the Ohio Department of Transportation. The CONTRACTOR shall also comply with Section 107.07 of ODOT Construction and Material Specifications.

36. ODOT REFERENCE

Wherever in the contract documents, reference is made to the Construction and Material Specifications of the Ohio Department of Transportation (ODOT), current edition, the provisions of the referenced item shall have the full force and effect as if reproduced herein in their entirety. However, the method of measurements, basis of payments and pay items shall be as described in the Material Specifications or bid proposal forms. The CONTRACTOR shall be responsible for providing his own copy of the ODOT Construction and Material Specifications.

37. DOMESTIC STEEL USE REQUIREMENTS

Furnish steel and iron products that are made in the United States according to the applicable provisions of Federal regulations stated in 23 CFR 635.410 and State of Ohio laws, and ORC 153.011 and 5525.21. "United States" means the United States of America and includes all territory, continental or insular, subject to the jurisdiction of the United States.

- A. Federal, State, City Requirements:** All steel or iron products incorporated permanently into the Work must be made of steel or iron produced in the United States and all subsequent manufacturing must be performed in the United States. Manufacturing is any process that modifies the chemical content; physical shape or size; or final finish of a product. Manufacturing begins with the initial melting

and mixing, and continues through the bending and coating stages. If a domestic product is taken out of the United States for any process, it becomes a foreign source material.

- B. Exceptions:** The City Engineer may grant specific written permission to use foreign steel or iron products in bridge construction and foreign iron products in any type of construction. The City Engineer may grant such exceptions under either of the following conditions:
1. The cost of products to be used does not exceed 0.1 percent of the total Contract cost, or \$2,500, whichever is greater. The cost is the value of the product as delivered to the project.
 2. The specified products are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet the requirements of the Contract Documents. The City Engineer may require the Contractor to obtain letters from three different suppliers documenting the unavailability of a product from a domestic source, if the shortage is not previously established.
- C. Proof of Domestic Origin:** Furnish documentation to the Engineer showing the domestic origin of all steel and iron products covered by this section, before they are incorporated into the Work. Products without a traceable domestic origin will be treated as a non-domestic product.