

# **COX ARBORETUM METROPARK SHRUB GARDEN RENOVATION**

**Bid No. 23-011**

SEPTEMBER 22, 2023



**409 E. MONUMENT AVENUE  
THIRD FLOOR  
DAYTON, OH 45402-1374  
(937) 275-7275**

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**FIVE RIVERS METROPARKS**  
**STANDARD CONTRACT DOCUMENTS – PUBLIC IMPROVEMENTS**

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**ADVERTISEMENT FOR BIDS**

Bid No. 23-011

The Five Rivers MetroParks (FRMP, Owner) will receive sealed bid proposals for the **COX ARBORETUM METROPARK SHRUB GARDEN RENOVATION, Bid No. 23-011** until **OCTOBER 24, 2023** at **3:30 PM**, local time, at Five Rivers MetroParks Main Office, 409 E. Monument Avenue, Third Floor, Dayton, Ohio, 45402-1374, at which time and place the bids will be publicly opened and read aloud.

The construction cost estimate is **\$110,500.00**.

Copies of the Bid Documents may be obtained at the Five Rivers MetroParks bid management website at:

<https://www.metroparks.org/about/do-business-with-us/#bid-on-active-projects>

Bidders must provide contact information including a valid email address in order to download a PDF containing the Bid Documents and to receive Bid Addenda.

Potential bidders are advised to carefully review the Project Experience requirements described in the Information for Bidders, Section 9.0, "Statement of Qualifications."

A **pre-bid meeting** will be held **OCTOBER 10, 2023** at **11:00 AM**, local time, at **the entrance to the Shrub Garden at Cox Arboretum MetroPark**. The purpose is for FRMP and the Owner's Consultant to review the Contract Documents and answer any questions.

Provide bid proposals in a sealed envelope as described in the Invitation to Bidders and in the Information for Bidders. Each proposal shall be accompanied by a 100% Bid Guaranty and Contract Bond, or by a certified check, cashier's check or letter of credit in the amount of ten percent (10%) of the bid, made payable to Five Rivers MetroParks as a guarantee that if the proposal is accepted, a contract will be entered into and its performance properly secured by a satisfactory bond in amount of one hundred percent (100%) of the contract price.

The proposals must be made on the forms provided in the Contract Documents, or a copy thereof.

Questions concerning the Contract Documents should be directed to **Eric Sauer, Planning Manager (Owner's Project Manager)**, at **937-274-3107** or by email at **eric.sauer@metroparks.org**

The Owner reserves the right to accept or reject any or all proposals; to waive any informalities or irregularities in the bids received or to accept any proposal which is deemed most favorable to Five Rivers MetroParks, an equal opportunity employer.

Advertised: September 22, 2023

September 29, 2023

October 6, 2023

## **INVITATION TO BIDDERS**

1. Invitation is hereby given for sealed bids for:
  - The renovation of the Cox Arboretum MetroPark Shrub Garden including demolition, plant removal, pond edge and swale grading, pond edge walls, paver plazas and mixed shrub and perennial plantings.
2. Bids shall be submitted in accordance with this Invitation and the Information for Bidders.
3. One bid for construction will be received.
  - For the Renovation of the Cox Arboretum MetroPark Shrub Garden
4. Copies of the Bid Documents may be obtained at the Five Rivers MetroParks bid management website at:
 

<https://www.metroparks.org/about/do-business-with-us/#bid-on-active-projects>

Bidders must provide contact information including a valid email address in order to download a PDF containing the Bid Documents and to receive Bid Addenda.
5. Bidders are required to check the Five Rivers MetroParks bid management website for addenda prior to placing their bids. Failure to acknowledge all addenda in the spaces provided on the Bid Proposal Form may be reason to reject a bid.
6. Proposals shall be properly and completely executed on the Bid Proposal Form and Bid Breakdown Form furnished with the Bid Documents and signed by the full name and business address of each person or company interested in the same.
7. Project estimate:           **\$110,500.00**
8. This project **IS** subject to State of Ohio prevailing wage rates.
9. Construction shall commence within ten (10) days after "Notice to Proceed," and shall be substantially completed within **365 days** of the Notice to Proceed.
10. The Owner reserves the right to accept or reject any or all bids, and to waive any informalities in bidding.
11. In order to be considered responsive and responsible, the bidder must be able to demonstrate compliance with the Project Experience requirements described in the Information for Bidders, Section 9, Statement of Qualifications.
12. Bonding requirements
  - Bid Guaranty and Contract Bond in the amount of 100% of the total amount of bid submitted, or a certified check or letter of credit in the amount of 10% of the bid.



- Performance Bond in the amount of 100% of the total amount of contract upon contract award.
- Labor and Material Payment Bond in the amount of 100% of the contract upon contract award.

13. Items to be provided in Bid Package:

- Documents to Accompany Bids Checklist
- Bid Proposal & Bid Breakdown Form (as required)
- Bid Guaranty and Contract Bond
- Statement of Qualifications
- Corporate Affidavit
- Non-Collusion Affidavit
- Certificate of Compliance through ODAS (Bidder's Certificate)
- Substitution List
- Proposed Use of Sub-Contractors

## INFORMATION FOR BIDDERS

### 1.0 Receipt of Bids

1.1 The Five Rivers MetroParks (FRMP) will receive sealed bid proposals for **COX ARBORETUM METROPARK SHRUB GARDEN RENOVATION Bid No. 23-011** until **OCTOBER 24, 2023 at 3:30 PM.**, local time, at Five Rivers MetroParks Main Office, 409 E. Monument Avenue, Third Floor, Dayton, Ohio, 45402-1374. The bids will be publicly opened and read aloud on **OCTOBER 24, 2023 at 3:30 PM.** local time, at Five Rivers MetroParks Main Office, 409 E. Monument Avenue, Third Floor, Dayton, Ohio, 45402-1374.

1.2 Each Bid must be submitted in a sealed envelope, addressed to the Bid Manager, Five Rivers MetroParks, 409 E. Monument Avenue, Third Floor, Dayton, Ohio, 45402-1374. Each sealed envelope containing a Bid must be plainly marked on the outside as "**Bid for COX ARBORETUM METROPARK SHRUB GARDEN RENOVATION, Bid No. 23-011**" and the envelope should bear on the outside the Bidder's name and address. If sent by mail or delivery service, the sealed envelope containing the Bid must be enclosed in an outer envelope addressed to the Bid Manager, Five Rivers MetroParks Main Office, 409 E. Monument Avenue, Third Floor, Dayton, Ohio, 45402-1374.

### 2.0 Examination of Contract Documents and the Work Site

2.1 The bidder is required to examine carefully the site of the work and the site survey and site improvement design documentation. The Bidder, in submitting a Bid, warrants that they have investigated and are acquainted with the conditions to be encountered for performing the work including the character, quality, and quantities of work to be performed and materials to be furnished, the prevailing hourly wage rates for the area in which the project is located and the requirements of the Contract Documents hereinafter defined. It is mutually agreed that the Bidder has made such examination and is satisfied as to all the conditions which will affect the work.

2.2 Further submission of a Bid shall be considered evidence that the Bidder has carefully examined the site of the proposed work and any available soils data and is satisfied as to the nature of the subsurface conditions to be encountered in performing the work.

2.3 No pleas of ignorance of the Contract Documents, or of the conditions that exist, or of conditions or difficulties, including subsurface conditions, that may be encountered in the execution of the work, as a result of failure to make such examination or investigation, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every respect all of the requirements of the Contract, nor will the same be accepted as a basis for any claim whatsoever, for extra compensation, extra work, or for any extension of time.

### 3.0 Interpretation of Quantities in the Bid Proposal

3.1 The quantities shall be listed in the Bid Proposal. The item costs to be tendered by the Bidders are to be tendered expressly for the scheduled quantities and as they may be increased or decreased by duly authorized Change Orders. Payments, except for lump sum Bids, and except for lump sum items in the item cost Bids, will be made to the Contractor for the actual quantities only if work performed or materials furnished will be in accordance with the Final Design Documents provided by the Contractor proposing to do the work.

#### 4.0 Addenda

4.1 If any person contemplating submitting a Bid for the proposed Project is in doubt as to the true meaning of any part of the Contract Documents, they may submit to the Owner's Project Manager a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the Contract Documents will be made only by Addendum duly issued and a copy of such Addendum will be delivered electronically to each person receiving a set of Contract Documents or attending the Pre-Bid Meeting. Any such Addenda shall become part of the Contract Documents.

4.2 Potential bidders must provide a valid email address to receive addenda. Bidders are required to check the Five Rivers MetroParks bid management website for addenda prior to placing their bids. Addenda may be posted up to 72 hours prior to the Bid Time. Failure to acknowledge all addenda in the spaces provided on the Bid Proposal Form may be reason to reject a bid.

#### 5.0 Modification and Withdrawal of Bid

5.1 Bids may be withdrawn at any time before the scheduled closing time for receipt of bids but may not be modified and resubmitted. No bid or bid security may be withdrawn or modified after the scheduled closing time for receipt of bids for at least sixty (60) days except as provided in Section 9.31 of Ohio Revised Code. Bids may be held by FRMP for a period not to exceed sixty (60) days from the date of opening for the purpose of reviewing the Bids and investigating the qualifications of Bidders prior to the award of the Contract, unless a one-week extension is made pursuant to Section 153.12 of the Ohio Revised Code.

#### 6.0 Non-Collusion Affidavit

6.1 Each Bidder is required to execute and submit with his Bid a Non-Collusion Affidavit in order for his Bid to be considered complete.

#### 7.0 Bid Proposal

7.1 All Bids must be made on the Bid Proposal Form (and Bid Breakdown Form, if included) contained in the Contract Documents. When requested, separate and distinct bids shall be required for labor and materials for each trade or kind of mechanical labor, employment, or business required for this project. All blank entries on the provided forms shall be filled. Failure to comply with this requirement may result in rejection of the Bid.

7.2 If an item in the Bid Proposal Form contains a choice to be designated by the Bidder, the Bidder shall indicate their choice in accordance with the specifications for that particular item, and thereafter no further choice will be permitted.

7.3 The Bidder's proposal must be signed in ink by the individual proprietor, by two or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation, or by an agent of the Contractor legally qualified and acceptable to the Owner. If the proposal is made by an individual, their name and business address must be shown; if as a joint venture, the name and business address of each member or officer of the firms represented by the joint venture must be shown; if by a corporation,

the name of the state under the laws of which the corporation is chartered and the name and title of the officer or officers having authority under the by-laws to sign contracts, the name of the corporation and the business address of its corporate officials must be shown; or if by any other business entity the Owner shall require the names and address of the responsible officers of such interested persons or entities. Anyone signing a proposal as agent must file with it legal evidence of their authority to do so.

7.4 Before a contract will be awarded to a foreign corporation or a person or partnership non-resident of the State of Ohio, such foreign corporation, person, or partnership non-resident shall file with the Secretary of State a power of attorney designating their or its agent for the Secretary of State, as agent for the purpose of accepting service of summons, in any action in law or equity, or both, brought in the State of Ohio.

7.5 Bid proposals will be considered informal, irregular, or defective and may be rejected for the following reasons:

(a) If the proposal is on a form other than that furnished; or if the form is altered or any part thereof is detached.

(b) If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.

(c) If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

(d) If the proposal does not contain a unit price, for each pay item listed.

## 8.0 Bid Guaranty

8.1 Each Bid must be accompanied by a Bid Guaranty payable to the Owner in the form of either:

(a) A Bond for the full amount of the Bid, with a corporate Surety approved by the Owner. The Bid guaranty form included herein should be used.

(b) A certified check for 10 percent of the Bid.

(c) A cashier's check for 10 percent of the Bid.

(d) An irrevocable letter of credit for 10 percent of the Bid.

8.2 As soon as the Bids have been compared, the Owner will retain the Bid Guaranties of the three lowest and best Bidders. All other Bid Guaranties will immediately expire. When the Contract is executed, or the period for holding the Bids has expired, the Bid Guaranties of the two remaining unsuccessful Bidders shall expire. Unsuccessful bidders may request return of the physical copy of their bid guaranty.

## 9.0 Statement of Qualifications

9.1 Each Bid must be accompanied by a Statement of Qualifications on the form provided in the Contract Documents in order for the Bid to be considered complete.

9.2 Responsive and responsible bidders must be able to demonstrate the required experience by providing the following:

Detailed descriptions, including client and regulatory references, as applicable, for a minimum of three successfully completed projects that demonstrate the firm's experience and expertise with the following project elements –

- (a) Hardscape Construction
- (b) Landscape Plantings
- (c) Minor Demolition and Grading

9.3 Each bidder shall provide detailed information for any project performed for which the contract was terminated, or was not completed by the original contractor. Failure to disclose any such projects may be considered reason to reject a bid.

## 10.0 Proposed Use of Sub-Contractors for Specified Portions of the Work

10.1 Each Bid must be accompanied by a Sub-Contractor's list on the form provided in the Contract Documents in order for the Bid to be considered complete. Each Sub-Contractor's name, address and type of work to be performed shall be provided. No Sub-Contractor may be substituted with another subcontractor, or the Contractor's own forces, without prior written approval from the Owner.

## 11.0 Bidder Investigation

11.1 The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. In determining the award, consideration will be given to (a) whether the Bidder maintains a permanent place of business, (b) suitability of the Bidder's plant and equipment for the work, (c) Bidder's financial status and organization, (d) Bidder's record of lowest Bid. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

11.2 In addition, the Owner reserves the right to disqualify or refuse to consider a Bid Proposal if a Bidder is in default for any of the following reasons:

(a) More than one proposal for the same work from an individual, firm, or corporation under the same or different name, or corporation under the same name or corporation with one or more of the same persons as officers of such corporations, or corporations who are holding companies or holding companies which are subsidiaries of such corporations.

(b) Evidence of collusion among bidders.

(c) Bid prices which obviously are unbalanced.

(d) Lack of competency, inadequate machinery, plant or other equipment, as revealed by experience questionnaires required by this bid document.

(e) Uncompleted work, whether or not with the Owner, which in the judgment of the Owner, might hinder or prevent the prompt completion of additional work if awarded.

(f) Failure to perform previous contracts adequately or a breach of prior contracts, whether or not the breach was waived by the Owner at a prior time.

(g) Any other reasonable cause.

11.3 Before any contract is awarded, the Bidder may be required to furnish a complete statement of the origin, composition, and manufacture of any or all materials to be used in the construction of the work together with samples, which samples may be subjected to the tests provided for in these specifications to determine their quality and fitness for the work.

## 12.0 Combination or Conditional Proposals

12.1 If the Owner so elects, proposals may be requested for the project in combination and/or separately, so that bids may be submitted either on the combination or on separate units of the combination. The Owner reserves the right to make awards on combination bids or separate bids to the best advantage of the Owner. No combination bids, other than those specifically set upon the proposals, will be considered. Separate contracts will be written for each individual project included in the combination.

## 13.0 Contract Award and Execution

13.1 After the proposals are opened and read aloud, they will be compared on the basis of the summation of the products of the approximate quantities shown in the proposal by the total (sum of the labor and material) price. In the event of a discrepancy between the total (sum of labor and material) price and the extensions, the total (sum of labor and material) price shall govern. The Owner shall also determine any alternate Items as stipulated in the Bid Proposal to be performed and they will be included in above summation. The right is reserved to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the judgment of the Owner its best interests will be promoted thereby.

13.2 The award of the work, if it is awarded, will be made as soon as is reasonably possible after the opening of the Bids to the lowest and best Bidder whose proposal complies with all the requirements prescribed. In no case will an award be made until all necessary investigations are made as to the responsibility of the Bidder to whom it is proposed to award the contract. No bid will be accepted if it exceeds the cost estimate by more than 10%.

13.3 The Owner reserves the right to rescind the award of the work at any time before the execution of the Contract by all parties without incurring any liability. Therefore, if the Contractor changes its position, economically or otherwise, after receiving a verbal or written notice of award and in reliance upon the Owner executing the Contract, the Contractor agrees to do so solely at its own risk and the Owner will not incur any liability from the contractor's change of position.

13.4 The lowest and best Bidder to whom the work is awarded will be required to execute the Contract and to furnish the required Contract Bond, Certificates of Insurance, and Personal Property Tax Affidavit within 10 calendar days from the date when Notice of Award is communicated in writing or orally to the Bidder. In case of failure of the Bidder to execute the Contract, the Owner may, at this option, consider the Bidder in default, in Section 153.54 of the Ohio Revised Code. The award may then be made to the next lowest and best Bidder, or the work may be re-advertised as the Owner may decide.

13.5 A Contract Bond in the amount of 100 percent of the Contract price, with a corporate Surety approved by the Owner, will be required for the faithful performance of the Contract. The Contract Bond form included herein shall be used.

13.6 The Contract Bond furnished by the Contractor shall remain in effect until the expiration of the one-year guarantee period as assurance of the guarantee herein stipulated.

13.7 All Bid Guaranty and Contract Bonds shall be signed by an authorized agent of an acceptable Surety Bonding Company and by the Bidder. Surety Bonding Company bonds shall be supported by credentials showing the power of attorney of the agent, the Certificate showing the legal rights of the Bonding Company to do business in the State of Ohio and a financial statement of the surety. These supporting credentials need only be furnished by the successful Bidder upon the award of the work.

13.8 The lowest and best Bidder will further be required to furnish the Owner with a complete breakdown of the lump sum Bid items to the satisfaction of the Architect/Engineer before signing the Contract. The lump sum breakdown shall be in sufficient detail to provide a check of claims for partial payments requests.

13.9 The Notice to Proceed shall be communicated in writing or orally to the Contractor within 10 days of the execution of the Contract by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual Agreement between the Owner and Contractor.

#### 14.0 Personal Property Tax Affidavit

14.1 The lowest and best Bidder shall, after the award of the work but before the Contract is executed, submit to the Owner a Personal Property Tax Affidavit that they have not been charged at the time the Bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district (Five Rivers MetroParks) has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon.

#### 15.0 Contractor's Insurance

Contractor's Insurance: The Contractor and/or Subcontractor on this work will be required to take out and maintain during the life of this Contract, the insurance listed below, and approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder. The Contractor shall purchase the insurance listed below to protect the Owner and Owner's Consultant from all claims incurred by the action of the Contractor or Subcontractor in the

construction of this Project. The Contractor's insurance coverage shall be primary insurance as respects Five Rivers MetroParks, its' elected/appointed officials, employees and volunteers and that any insurance maintained by the Five Rivers MetroParks, its' elected officials, employees or volunteers shall be excess to the contractor's insurance and shall not contribute to it.

#### 15.1 Contractor's Liability Insurance:

(a) The Contractor shall purchase and maintain such liability and other insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's performance or obligations under the Contract Documents, whether due to action or inaction by the Contractor or any person for whom the Contractor is responsible.

(1) Claims under workers' compensation, occupational sickness, or disease disability benefit and other similar employee benefit acts;

(2) Claims for damages because of bodily injury, disease, illness, death or personal injury, and other claims usually covered by bodily injury liability insurance;

(3) Claims for damages because of injury to or destruction of property and other claims usually covered by property damage liability insurance.

(b) A Commercial General Liability policy and Business Automobile Liability policy, separately or combined, shall be maintained to provide insurance as set forth in Paragraph (a), (2) and (3) above.

(c) Such Commercial General Liability and Business Automobile Liability insurance may be either Combined Single Limits or Split Limits as provided below. An Umbrella or Excess Liability policy may be used in combination with the Commercial General Liability and Business Automobile insurance to meet such limits.

(1) Contracts in the amount of \$100,000 or less shall require coverage in the amount of not less than \$1 million general aggregate and per occurrence.

(2) Contracts in excess of \$100,000 but not more than \$5 million shall require coverage in the amount of not less than \$3 million general aggregate and per occurrence.

(3) Contracts exceeding the amount of \$5 million shall require coverage in an amount to be determined by Five Rivers MetroParks, but in no case less than \$5 million general aggregate and per occurrence.

(4) Such policies shall be endorsed to provide that the General Aggregate Limit applies separately to each of the insured Contractor's projects.

(d) If Commercial General Liability and Business Automobile Liability insurance is written with Split Limits, the following minimum limits shall be provided.

(1) Contracts in the amount of \$100,000 or less shall require coverage in the amount of not less than \$500,000 for injures, including death, to one person, and \$1 million per occurrence and \$500,000 property damage.



(2) Contracts in excess of \$100,000, but not more than \$5 million shall require coverage in the amount of not less than \$1 million for injuries, including death, to one person, and \$1 million per occurrence and \$1 million property damage, together with and Umbrella or Excess Liability policy of not less than \$2 million per occurrence.

(3) Contracts exceeding the amount of \$5 million shall require coverage in an amount to be determined by Five Rivers MetroParks, but in no event shall an Umbrella or Excess Liability limit of less than \$4 million be acceptable, along with Commercial General Liability and Business Automobile Liability limits of not less than \$1 million property damage.

(e) For any demolition, blasting, excavating, tunneling, shoring or similar operations, the Contractor shall provide and maintain Property Damage Liability insurance with a limit of liability equal to such limit as specified in the application sections of Paragraphs C and D above.

15.2 Builder's Risk – New Construction:

(a) Unless otherwise specified in the Contract Documents, the Contractor shall provide and maintain, during the progress of the Work and until the execution of the Certificate of Contract Completion by Five Rivers MetroParks, a Builder's Risk insurance policy to cover all Work in the course of construction including false work, temporary buildings and structures and materials used in the construction process, stored on or off site, or while in transit. Such insurance shall be on a "Risk of Direct Physical Loss" form policy and shall insure against the perils of fire and extended coverage and physical loss or damage including, but not limited to, theft, vandalism, malicious mischief, earthquake, tornado, lightning, explosion, breakage of glass, flood, collapse and water damage. It shall also include debris removal, demolition occasioned by enforcement of any applicable legal requirement, and shall cover reasonable compensation for Five Rivers MetroParks' services and expenses required to limit further loss.

(1) Coverage must include provision to pay the reasonable extra costs of expediting temporary and/or permanent repairs to, or permanent replacement of, damaged property. This shall include overtime wages and the extra cost of "express" or other means of rapidly transporting materials and supplies necessary to such repair or replacement.

(2) Such Builder's Risk policy shall protect both the Contractor and Five Rivers MetroParks from loss and provide coverage for materials in transit or stored off site and identified for the Project.

(3) Coverage for other perils may be required if specified in the Special Conditions.

(b) Unless otherwise specified in the Contract Documents, the Builder's Risk policy shall be written in the amount equal to 100 percent of the Contract Price, including landscaping, paving and other site work.

(c) The Builder's Risk Policy shall specifically permit and allow for partial occupancy by Five Rivers MetroParks prior to acceptance of the Project by Five Rivers MetroParks.

15.3 Builder's Risk – Renovations:

(a) When a Contractor is involved solely in the installation of materials and equipment and not in new building construction, the Contractor shall purchase and maintain either a Builder's

Risk, Builder's Risk – Renovations, or Installation Floater insurance policy. Such policy shall comply with the same general conditions set forth in Item 2 above.

#### 15.4 Insurance Policy Requirements:

(a) Each policy of insurance required to be purchased and maintained by the Contractor shall name Five Rivers MetroParks as an additional insured and each policy and respective Certificate of Insurance shall expressly provide that no less than 90 days prior written notice shall be given to Five Rivers MetroParks in the event of material alteration, cancellation, non-renewal or expiration of the coverage contained in such policy or evidenced by such Certificate of Insurance.

(b) The Contractor shall furnish Five Rivers MetroParks a certified copy of any insurance or additional insured endorsement required to be purchased or maintained by the Contract Documents. In no event shall any failure of Five Rivers MetroParks to demand a certified copy of any required insurance or insured endorsement be construed as a waiver of the obligation of the Contractor to obtain insurance required to be purchased or maintained by the Contract Documents.

(c) All insurance shall be maintained in the required amounts, without interruption, from the date of the execution of the Agreement until the date of approval of the Certificate of Contract Completion by Five Rivers MetroParks. Failure to maintain the required insurance during the time specified shall be just cause for termination of the Agreement.

(d) Insurance policies required to be purchased and maintained by the Contractor may include a reasonable loss deductible, which shall be the responsibility of the Contractor to pay in the event of loss.

(e) The prompt repair or reconstruction of the Work as a result of an insured loss or damage shall be the Contractor's responsibility and shall be accomplished at no additional cost to Five Rivers MetroParks.

#### 15.5 Waivers of Subrogation:

(a) Five Rivers MetroParks and the Contractor waive all rights against each other for damages caused by fire or other perils to the extent of actual recovery of an insurance proceeds under any property insurance obtained pursuant to this Article or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by Five Rivers MetroParks as fiduciary.

## 16.0 Prevailing Wage

16.1 The Contractor to whom the work is awarded will be required to pay laborers, workers, mechanics and other employees on the work under this Contract not less than the prevailing wage scale in accordance with Chapter 4115 of the Ohio Revised Code. The Payroll Information and Final Payroll Affidavit forms contained in the Contract Documents shall be filled out as specified in Section 38 of the General Conditions.

16.2 The State of Ohio Prevailing Wage Determination if applicable to this Project is included as Appendix A -

## 17.0 Special Conditions and Supplemental Specifications

17.1 Special Conditions of the Contract, and Supplemental Specifications, when included, shall supplement and/or modify the General Conditions and General Requirements included herein and shall govern whenever there is a conflict in meaning.

## 18.0 Bonds Accompanying Bid To Be Executed By Authorized Surety

18.1 A bid shall be deemed non-responsive and shall be rejected if the bidder submits with his bond a bid guaranty, contract bond, payment bond, or combination of such bonds executed by a surety not licensed, or a surplus lines company not approved, by the Superintendent of insurance to execute such a bond in the State of Ohio.

## 19.0 Certificate of Compliance through ODAS

19.1 Each Bid must be accompanied by the bidder's current Certificate of Compliance (COC) with applicable Federal and State affirmative action programs or a copy of the application confirmation for the certificate in order for the Bid to be considered complete. No contract shall be entered into unless the bidder possesses a valid certificate of compliance with affirmative action programs issued pursuant to Section 9.47 of the Ohio Revised Code. Refer to the following Ohio Department of Administrative Services website for COC requirements.  
<http://das.ohio.gov/Divisions/EqualOpportunity/ConstructionCompliance/CertificateofCompliance.aspx>

**BIDDING FORMS**  
DOCUMENTS TO ACCOMPANY BIDS

The Bidder shall be aware that the following fully executed documents are required in order for his bid to be considered and they must appear in the following order:

1. Documents to Accompany Bids
2. Bid Proposal Forms
3. Bid Guaranty
4. Statement of Qualifications
5. Corporate Affidavit
6. Non-Collusion Affidavit
7. EEO Certificate of Compliance
8. Substitution List
9. Proposed Use of Sub-Contractors for Specific Portions of the Work

NOTE – Do not submit the entire bid specification book, only the above documents.

Signature of Bidder

Date: \_\_\_\_\_

Firm Name: \_\_\_\_\_

BY: \_\_\_\_\_

Official Address: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Other Interested Persons

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

The Bidder acknowledges the receipt of the following Addenda:

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BID PROPOSAL

Bid No. **23-011**

Date: \_\_\_\_\_

Description of Project: **COX ARBORETUM METROPARK SHRUB GARDEN RENOVATION**

TO THE FIVE RIVERS METROPARKS, MONTGOMERY COUNTY, OHIO:

The undersigned having familiarized themselves with the local conditions affecting the cost of the work, and with the Contract Documents, including Advertisement for Bids, Instruction to Bidders, General Conditions, General Specifications, Construction and Material Specifications, Special Provisions, Bid Proposal, Plans and Contract Forms on file in the office of the Executive Director, hereby propose to perform everything required to be performed and to provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation service necessary to perform and complete in a workmanlike manner all work required for the construction and satisfactory completion of said improvement, all in accordance with the Contract Documents issued hereto, for the following prices to wit:

Base Bid Amount Dollars in Numbers (\$ \_\_\_\_\_ )

Total Base Bid Amount Dollars in Numbers (\$ \_\_\_\_\_ )

\*Total Base Bid Amount Dollars in Words \_\_\_\_\_

Bid Alternate A Total Amount Dollars in Numbers (\$ \_\_\_\_\_ )

Bid Alternate B Total Amount Dollars in Numbers (\$ \_\_\_\_\_ )

Bid Alternate C Total Amount Dollars in Numbers (\$ \_\_\_\_\_ )

Bid Alternate D Total Amount Dollars in Numbers (\$ \_\_\_\_\_ )

Bid Alternate E Total Amount Dollars in Numbers (\$ \_\_\_\_\_ )

Bid Alternate F Total Amount Dollars in Numbers (\$ \_\_\_\_\_ )

\*In case of discrepancy exists between the above amount as written in numbers and in words, the amount as written in words shall govern.

Bidder's Signature \_\_\_\_\_

Bidder's Printed Name \_\_\_\_\_

Company Name \_\_\_\_\_

BID BREAKDOWN FORM

**Not Used**

BID GUARANTY AND CONTRACT BOND  
(Section 153.571 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_ as principal, and \_\_\_\_\_, as Surety, are hereby held and firmly bound unto Five Rivers MetroParks, 409 E. Monument Avenue, Third Floor, Dayton, Ohio, 45402-1374, 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: **COX ARBORETUM METROPARK SHRUB GARDEN RENOVATION, Bid No. 23-011.**

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of \_\_\_\_\_

(\$ \_\_\_\_\_). (If the above line 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 alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper Contract in accordance with bid plans, details, specifications and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the Contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void; otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within ten (10) days after the awarding of the Contract enters into a proper Contract in accordance with the bid, plans, details, specifications and bills of material, which said Contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such



contract according to the provisions thereof and in accordance with the plans, details specifications and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said Contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialmen 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 affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions, the terms of the Contract or to the work or to the specifications.

SIGNED AND SEALED the \_\_ day of \_\_\_\_\_, \_\_\_\_\_.

PRINCIPAL:

SURETY COMPANY ADDRESS:

BY: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

SURETY:

SURETY AGENT'S NAME & ADDRESS:

BY: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



STATEMENT OF QUALIFICATIONS

In order to have his Bid considered, the Bidder shall set forth below the character of previous work done which is similar to that of the Contract Documents, references for such work, and such other detailed information as will enable the Owner to determine responsibility, including experience, skill, and financial standing.

**See Information for Bidders, Section 9 for specific information to be included.** Use additional sheets as required.

CORPORATE AFFIDAVIT

(To be filled in and executed if the Contractor is a Corporation.)

STATE OF \_\_\_\_\_ )

) SS:

COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being duly sworn, deposes and says that he or she is Secretary of \_\_\_\_\_, a Corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_ and having its principal office at \_\_\_\_\_ (street), \_\_\_\_\_ (city), \_\_\_\_\_ (county), \_\_\_\_\_ (state).

Affiant further says that he or she is familiar with the records, minute books and by-laws of \_\_\_\_\_;(Name of Corporation)

Affiant further says that \_\_\_\_\_,(Name of Officer) \_\_\_\_\_ (Title of Officer) of the Corporation is duly authorized to sign the contract for the construction of \_\_\_\_\_ for said Corporation by virtue of \_\_\_\_\_

\_\_\_\_\_(State whether a provision of by-laws or a resolution of the Board of Directors. If by resolution, give date of adoption.)

\_\_\_\_\_  
Affiant

NON-COLLUSION AFFIDAVIT

State of

County of

Project Name **COX ARBORETUM METROPARK SHRUB GARDEN RENOVATION**

Project Number Not Applicable

BID Identification **23-011**

Contractor

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

Signed: \_\_\_\_\_

Contractor: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Seal of Notary \_\_\_\_\_

CERTIFICATE OF COMPLIANCE

All Bids shall include a current copy of Bidder's Certificate of Compliance (COC) through the ODAS per the requirements of Section 9.47 of the Ohio Revised Code. Refer to paragraph 19.0 of the Information to Bidders. Insert copy of COC at this page.



PROPOSED USE OF SUB-CONTRACTORS FOR SPECIFIC PORTIONS OF THE WORK

In order to have the Bid considered, a Bidder shall set forth in the same space provided below the name and street address of the Sub-contractors proposed to be used in the performance of the specific portions of the work set forth below.

If no Sub-contractors are to be used on any item of work, state "None" in the Name column next to such item of work.

<u>Work to be</u> <u>Performed</u>	<u>Name</u>	<u>Street Address</u>
---------------------------------------	-------------	-----------------------

The attention of Bidders is directed to Section 32, of the General Conditions relating to subcontracting any portion of the work under the Contract.



**CONTRACT FORMS**

NOTICE OF AWARD

TO: **contname**

Date: **nodate**

Project Description: **COX ARBORETUM METROPARK SHRUB GARDEN RENOVATION Bid No. 23-011**

The Owner has considered the Bid submitted by you on **OCTOBER 24, 2023**, for the above described work in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your Bid has been accepted for items in the amount of: **\$CONTAMT**

You are required by the Information for Bidders to execute the Contract and to furnish the required Contract Bond, Certificate of Insurance and Personal Property Tax Affidavit within ten calendar days from the date of this notice to you.

If you fail to execute said Contract and to furnish said Contract Bond within ten days from the date of this notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Guaranty subject to the liability as set forth in Section 153.64 of the Ohio Revised Code. The Owner will be entitled to such other rights as may be granted by law.

The Owner reserves the right to rescind the award of the work at any time before the execution of the Contract by all parties without incurring any liability. Therefore, if you change your position, economically or otherwise, after receiving a verbal or written notice of award and in reliance upon the Owner executing the Contract, you agree to do so solely at your own risk and the Owner will not incur any liability from your change of position.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

FIVE RIVERS METROPARKS

BY: \_\_\_\_\_  
**Eric Sauer, Planning Manager**

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by \_\_\_\_\_,  
this \_\_\_\_\_ day of, 2023.

\_\_\_\_\_  
Signed Name and Title

cc: Contractor's Surety  
Surety's Agent

(NOTE: R.C. 9.32 requires that the Surety and its Agent be given written notice by mail of the award of the contract.)

CONTRACT

This Contract made as of this \_\_\_\_\_ day of \_\_\_\_\_, **2023**, by and between Five Rivers MetroParks (hereinafter referred to as the "Owner"), and **conname** (hereinafter referred to as the "Contractor").

WITNESSETH: That for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, the Owner and the Contractor agree as set forth below:

Article I. Scope

The Contractor hereby agrees to furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of **COX ARBORETUM METROPARK SHRUB GARDEN RENOVATION Bid No. 23-011** in accordance with the requirements and provisions of the following Documents as well as the Contract Documents as hereinafter defined and which are hereby made a part of this Contract:

(a) Specifications, supplemental specifications, and drawings prepared or issued by **Five Rivers MetroParks** dated **SEPTEMEBR 22, 2023**.

(b) Addendum(a). No(s). 1 **dated ADNM1**.

(c) Bidding requirements including Advertisement for Bids and Information for Bidders.

(d) Bidding forms including Bid Guaranty, Non-Collusion Affidavit, Statement of Qualifications, Bid Proposal Form, and Proposed Use of Sub-Contractors for Specific Portions of the Work.

(e) Contract Forms and General Conditions including Contract, Contract Bond, Personal Property Tax Affidavit, Certificates of Insurance, Notice of Award, Notice to Proceed, Change Order, Affidavit of Payment, Payroll Information, General Conditions, Supplemental General Conditions, Specifications, and Supplemental Specifications, Drawings, and Prevailing Rates of Wages.

Article II. Time

(a) The work to be performed under this Contract shall be commenced within ten (10) calendar days after receipt of the Notice to Proceed. The work shall be completed

within **365** calendar days after receipt of the Notice to Proceed unless the period for completion is extended otherwise by the Contract Documents.

(b) Failure to complete the work within the number of calendar days stated in this Article, including extension granted thereto as determined by the General Conditions made applicable to the Contract, shall entitle the Owner to deduct from the monies due to the Contractor an amount equal to **\$100.00** for each calendar day of delay in the completion of the work as liquidated damages for extended administrative expense; plus **\$100.00** for each day worked beyond the Contract Completion Date, as liquidated damages for extended construction inspection expense.

(c) Damages related to the Contractor's failure to meet schedule milestones shall be calculated as actual damages.

### Article III. Payment

(a) Subject to additions and deductions by Change Order and quantities actually performed, the Owner shall pay the Contractor for work in the manner and at such times as set forth in the General Conditions, the sum of **\$CONTAMT** .

(b) The Owner shall make progress payments on account of the Contract for labor performed and for material delivered to the site of work and shall retain a percentage as provided in the General Conditions applicable to the Contract.

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

IN WITNESS WHEREOF, the parties have executed or caused to be executed by their duly authorized official this Contract in **duplicate**, each of which shall be deemed an original, as of the year first written above.

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

FIVE RIVERS METROPARKS

BY: \_\_\_\_\_

Karen L. Hesser, Executive Director

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DEPARTMENT OF FINANCE CERTIFICATE

It is hereby certified that the amount of **\$contamt** required to meet the Contract, Agreement, Obligation, Payment or Expenditure, for the above has been lawfully appropriated, authorized or directed for such purpose, is in the Treasury or in the process of collection to the credit of the Capital Projects Fund and is free from any obligation or certification now outstanding.

FIVE RIVERS METROPARKS

BY: \_\_\_\_\_

William Tschirhart, Chief of Administration

Dated: \_\_\_\_\_

CONTRACT BOND AND MAINTENANCE BOND

(R.C. 153.57 – Not to be used if Bid Guaranty includes Contract Bond and Maintenance Bond.)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_, as principal, and \_\_\_\_\_, as Surety, are hereby held and firmly bound into Five Rivers MetroParks as the Owner and obligee in the penal sum of \_\_\_\_\_ Dollars, (\$\_\_\_\_\_ ) for the payment of which will and truly 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 \_\_\_\_\_, which said Contract is made a part of this bond the same as though set forth herein;

NOW THEREFORE, if the said \_\_\_\_\_ shall well and faithfully do and perform the things agreed by \_\_\_\_\_ to be done and performed according to the terms of said Contract, 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 the benefit of any materialmen 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 the obligation as herein stated.

FURTHER, it is expressly understood and agreed that this Bond shall remain in full force and effect and continue as a guarantee of workmanship and materials for a period of one (1)

year after completion of the Contract and final acceptance of the completed work by the Owner.

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 affect the obligations of said Surety on its bond, and hereby waives notice of any such modifications, omissions or additions, in or to the terms of the said contract, or in or to the plans or specifications therefore.

PRINCIPAL

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

SURETY

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

The Foregoing Bond is Approved:

FIVE RIVERS METROPARKS

BY: \_\_\_\_\_

Karen L. Hesser, Executive Director

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 50 as amended) and must not exceed the underwriting limitation. Surety companies must be authorized to transact business in the state where the project is located and shall furnish proof of such authorization with the Bid.





NOTICE TO PROCEED

TO: **contname**

Date: **ntpdate**

Project Description: **Cox Arboretum MetroPark Shrub Garden Renovation, Bid No. 23-011**

Location is: **6733 Springboro Pike, Dayton, Ohio 45449**

You are hereby notified to commence work in accordance with the Contract dated, and you are to complete the work within **365** consecutive calendar days thereafter. The date of completion of all work is therefore **COMPDATE**.

You are required to return an acknowledged copy of this Notice to Proceed to the Owner.

Dated: **ntpdate**

FIVE RIVERS METROPARKS

BY: \_\_\_\_\_  
**Eric Sauer, Planning Manager**

Acceptance of Notice

Receipt of the above Notice to Proceed is hereby acknowledged:

BY: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CHANGE ORDER

Order No.:  
Date:  
Agreement Date: contdate

Name of Project: Cox Arboretum MetroPark Shrub Garden Renovation

Owner: Five Rivers MetroParks

Contractor: contname

The following changes are hereby made to the Contract Documents:

**Change to Contract Price-**

Original Contract Price: \$contamt

Current Contract Price  
adjusted by previous Change Order: \$

The Contract price due to this Change Order  
will be (increased) (decreased) by: \$

The new Contract Price  
including this Change Order will be: \$

**Change to Contract Time-**

The Contract Time will be (increased) (decreased) by \_\_\_\_\_ calendar days.

The date for completion of all work will be \_\_\_\_\_.

Requested by: \_\_\_\_\_  
contname Title Date

Recommended by: \_\_\_\_\_  
Eric Sauer, Planning Manager Date

Approved by: \_\_\_\_\_  
Hesser, Executive Director Date

Karen L.



PREVAILING RATES OF WAGES

The prevailing wage rates change on a regular basis and it is the bidders' responsibility to keep informed of these changes during the bidding process.

Prevailing wage rates can be viewed either at Wage & Hour's website

<http://www.com.ohio.gov/laws/>

or at, Five Rivers MetroParks Main Office, 409 E. Monument Avenue, Third Floor, Dayton, Ohio, 45402-1374, Monday through Friday 8:00 a.m. to 5:00 p.m. local time. Please call the Owner's Representative to schedule an appointment.

## **GENERAL CONDITIONS**

### **1.0 Conformity with Plans and Specifications**

1.1 All work performed and all materials furnished shall be in close conformity with the lines, grades, cross sections, dimensions and material requirements, including tolerances, shown on the plans or indicated in the specifications.

1.2 In the event the Architect/Engineer finds the materials, or the finished product in which the materials are used, not within close conformity with the plans but that reasonably acceptable work has been produced, he shall then make a determination if the work shall be accepted and remain in place. In this event, the Architect/Engineer will document the basis of acceptance by contract modification which may provide for an appropriate adjustment in the contract price for such work or materials as he deems necessary to conform to his determination based on professional judgment.

1.3 In the event the Architect/Engineer finds the materials of the finished product in which the materials are used or the work is performed are not in close conformity with the plans and specifications and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

1.4 Upon the order of the Architect/Engineer, failure of the Contractor to follow the order of the Architect/Engineer, pursuant to this section, shall give the Owner the unqualified right to supply the materials for the finished product and perform the labor to cause it to be performed and any and all expense chargeable thereto, directly or indirectly, shall be deducted or billed to the Contractor.

### **2.0 Schedules, Reports and Records**

2.1 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 required by the Contract Documents for the work to be performed.

2.2 Within 15 days after the execution of the Contract the Contractor shall submit construction progress schedules showing the proposed order in which to carry on the work, including dates at which the various parts of the work will start, the estimated date of completion for each part, and as applicable:

(a) The dates at which special detail drawings will be required.

(b) Respective dates for submission of shop drawings, the beginning of manufacture, the testing and the installation of materials, supplies, and equipment.

2.3 If the Contractor's operations are materially affected by changes in the plan or in the amount of the work, or if they have failed to comply with the approved schedule, the Contractor shall submit a revised progress schedule, if requested by the Architect/Engineer, which shall show a proposal to prosecute the balance of the work. The Contractor shall submit the revised progress schedule within ten days after the date of the request.

2.4 The Contractor shall incorporate into every progress schedule submitted any Contract requirements regarding the order of performance of portions of the work. The Contractor shall use all practicable means to make the progress of the work conform to that shown on the progress schedule which is in effect. Should the prosecution of the work, for any reason, be discontinued, the Contractor shall notify the Architect/Engineer at least 24 hours in advance of resuming operations.

2.5 The Contractor shall submit one copy of a current program schedule with each request for payment. Failure to submit an updated, realistic and accurate progress schedule will be sufficient cause for the Architect/Engineer to decline to approve the request for payment. In the event the Architect/Engineer determines that the Contractor is behind schedule and may be subject to liquidated damages for delay, the Architect/Engineer will deduct from the Contractor's request for payment such sum as the Architect/Engineer estimates may be reasonable for such liquidated damages. If the progress is improved and the Architect/Engineer estimates that the Contractor is back on schedule, the liquidated damages will be released in a subsequent request for payment.

2.6 The Contractor shall also submit a proposed schedule of payments that is anticipated will be earned during the course of work.

2.7 Whenever the work accomplished to date deviates from the latest construction progress schedules, the Contractor shall submit revised construction progress schedules indicating the work accomplished to date and the work to be done. When the work to be done is behind schedule, the Contractor shall include the necessary remedial measures to put the work on schedule.

### 3.0 Architect/Engineer's Authority

3.1 The Architect/Engineer shall act as the Owner's Representative during the construction period, and shall decide questions which may arise as to quality and acceptability of materials furnished and work performed. The Architect/Engineer shall interpret the intent of the Contract Documents in a fair and unbiased manner, and will make periodic visits to the site and determine if the work is proceeding in accordance with the Contract Documents.

3.2 For projects where the Owner does not employ an Architect/Engineer during the construction phase, the term "Architect/Engineer" shall mean the "Owner's Project Manager," within the limits imposed by state law on the practice of architecture or engineering.

3.3 The Architect/Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

3.4 The Architect/Engineer has immediate charge of the details of each construction project and is responsible for the administration and satisfactory completion of the project. The Architect/Engineer has the authority to reject defective material and to suspend any work that is being improperly performed.

3.5 The Architect/Engineer will have the authority to suspend the work wholly or in part due to the failure of the Contractor to correct conditions unsafe for the workers or the general public, for failure to carry out provisions of the Contract, for failure to carry out orders, and for such period as may be deemed necessary due to unsuitable weather. The suspension of the work for

the above reasons does not relieve the Contractor of his responsibility according to Section 11 of these General Conditions.

3.6 In the event the Architect/Engineer orders the work suspended for unsafe conditions, whether they be unsafe to workers or the public, or unsuitable weather, use of defective material not in conformity with the specifications or because work is being improperly performed, the expense, whether direct or indirect for such suspension shall be borne solely by the Contractor.

#### 4.0 Owner's Inspector

4.1 Inspectors employed by the Owner will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The Inspector is not authorized to alter or waive the provisions of the Contract, but shall have the authority to reject materials which do not meet specification requirements or suspend the portion of the work involved until any question at issue can be referred to and decided by the Architect/Engineer. The Inspector is not authorized to issue instructions contrary to the plans and specifications, or to act for the Contractor.

#### 5.0 Inspection and Testing

5.1 All materials and equipment used in the construction of the Project shall be subject to inspection and testing in accordance with accepted standards, as required and defined in the Contract Documents.

5.2 The Owner shall provide all inspection and testing services not required by the Contract Documents.

5.3 The Contractor shall provide all the testing and inspection services required by the Contract Documents.

5.4 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 Architect/Engineer timely notice or readiness. The Contractor will then furnish the Architect/Engineer the required certificates of inspection, testing, or approval.

5.5 Inspections, tests or approvals by the Architect/Engineer or others shall not relieve the Contractor from his obligations to perform the work in accordance with the requirements of the Contract Documents.

5.6 The Architect/Engineer and their representatives will at all times have access to the work. In addition, authorized representatives and agents of the Owner and 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.

5.7 If any work is covered, contrary to the written instructions of the Architect/Engineer, it must be uncovered for the Architect/Engineer's observation and replaced at the Contractor's expense.

5.8 If the Architect/Engineer considers it necessary or advisable that covered work be inspected or tested by others, the Contractor at the Architect/Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Architect/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 may 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 may be issued.

## 6.0 Correction of Work

6.1 Unacceptable work, whether the result of poor installation, nonconformity with Contract Documents, use of defective materials, damage through carelessness or any other cause, found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner by the Contractor. The Contractor shall bear the expense of all work of other Contractors destroyed or damaged by such removal or replacement.

6.2 Work done contrary to the instructions of the Architect/Engineer, work done beyond the lines shown on the plans, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the Contract. Work so done may be ordered removed or replaced at the Contractor's expense.

6.3 If the Contractor does not comply with any reasonable order of the Architect/Engineer under the provisions of this section within 10 days after receipt of written notice, the Owner will have authority to cause unacceptable work to be remedied at the expense of the Contractor.

6.4 The corrections of all items shall be completed in all respects within thirty (30) days after the date of Substantial Completion unless specifically noted otherwise. If punch list items are not completed or corrected by this date, the Owner has the right to perform the work by other means and the cost of the same will be charged against the Contractor originally responsible for the work.

6.5 If more than one inspection by the Architect/Engineer is required for the purpose of evaluating punch list items to be completed or corrected, such inspection will be performed at the Contractor's expense.

## 7.0 Surveys, Permits, Regulations, Land and Right-of-Way

7.1 The Owner shall establish control points 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.

7.2 Permits, fees and licenses for all work shall be secured and paid for by the Contractor unless otherwise specified or required during process. 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, the Contractor shall promptly notify the Architect/Engineer in writing and any necessary changes shall be adjusted as provided in these Contract Documents.

7.3 Prior to the closure of or working in or on any portion of a park road the Contractor shall obtain a permit from the Owner. Permits, as required, shall be obtained by the Contractor from the appropriate government entity prior to working on or in any public street.

7.4 Prior to issuance of the 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.

## 8.0 Maintenance of the Work Site

8.1 The Contractor shall obtain the permission of the Owner before placing or maintaining any temporary facilities on the Owner's property or that of an adjacent landowner.

8.2 The Contractor shall provide, at his own expense, a suitable spill area away from the Owner's property for the disposal of waste materials and rubbish.

8.3 The Contractor shall, at all times, keep the construction area free from accumulations of waste material and rubbish, and shall, prior to the completion of the work, and at other times as required by the Owner or Architect/Engineer, remove from and about the work area and the adjacent premises, all such waste material and rubbish.

## 9.0 Laws to be Observed

9.1 The Contractor shall keep fully informed of all Federal, Ohio, and all applicable County and City laws, ordinances, and regulations and all orders and decrees of authorities having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

9.2 The Contractor, subcontractor and their employees shall not permitted carry any weapons on the job site whether they are legally permitted to do so or not under ORC 2923.

## 10.0 Federal Aid Provisions

10.1 When the United States Government pays all or any portion of the cost of a project, the Federal laws and the rules and regulations made pursuant to such laws must be observed by the Contractor and the work shall be subject to the inspection of the appropriate Federal Agency.

10.2 Such inspection shall in no sense make the Federal Government a party to this contract and will in no way interfere with the rights of either party hereunder.

## 11.0 Responsibility for Damage Claims

11.1 The Contractor and Surety shall save harmless the Owner and all of its representatives from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work or through the use of unacceptable materials in the construction of the improvement or on account of any act or omission, by the Contractor, or their agents and they shall pay any judgment obtained or growing out of any claims or suits.

## 12.0 Contractor's Responsibility for Work

12.1 Until final written acceptance of the project by the Owner, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, from vandalism or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of the public entity or governmental authorities.

12.2 The Contractor shall not suspend the work unless approved by the Architect/Engineer and in such cases under the provisions of Section 20 of these General Conditions, the Contractor shall be responsible for the project and shall take such precautions as may be necessary to prevent damage to the project, provide for adequate drainage and shall erect any necessary temporary structures, signs, or other facilities at his expense. During such period of suspension or work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly-established plantings, seedings, and soddings furnished under its Contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury until project acceptance of each project area.

## 13.0 Supervision by Contractor

13.1 The Contractor will supervise and direct the work and is solely responsible for the means, methods, techniques, safety, 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 and on the site at all times as required to perform adequate supervision and coordination of the work.

## 14.0 Personal Liability of Public Officials

14.1 In carrying out any of the provisions of these specifications, or in exercising any power or authority granted to them by or within the scope of the Contract, there shall be no liability upon the Owner or authorized representatives, either personally or as officials of the Owner, it being understood that in all such matters they act solely as agents and representatives of the Owner.

## 15.0 Non-Waiver of Legal Rights

15.1 Neither the inspection by the Architect/Engineer, nor by any duly authorized representatives, nor any order, measurements, or certificates by the Owner, or said representatives, nor any order by the Owner for the payments of money, nor any payment for, nor acceptance of any work by the Owner, nor any extension of time, nor any possession taken by the Owner or its duly authorized representatives, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the Owner, or any right to damages herein provided; nor shall any waiver of any breach of this Contract be held to be a waiver of any other subsequent breach.

#### 16.0 O.S.H.A. Compliance

16.1 All Contractors shall comply with the provisions of the Occupation, Safety and Health Act of 1972 and subsequent amendments and regulations thereto.

#### 17.0 Changes in the Work

17.1 The Owner 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 may be authorized by Change Order.

17.2 The Architect/Engineer 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 Architect/Engineer unless the Contractor believes that such Field Order entitles them to a change in Contract Price or Time, or both, in which event they shall give the Architect/Engineer Written Notice thereof within 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 30 days. The Contractor shall not execute such changes until the Contractor receives an executed Change Order approved by the Owner.

#### 18.0 Changes in Contract Price

18.1 The Contract price may be changed only by a Change Order. 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) Item prices previously approved.

(b) An agreed lump sum.

(c) The actual cost, plus allowable markups, as described in Section 23.0, "Extra Work and Force Account Work."

18.2 All contract price changes shall be approved by the Owner.

#### 19.0 Time for Completion and Liquidated Damages

19.1 The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and Notice to Proceed.

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

19.3 If the Contractor shall fail to complete the work within the Contract Time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount of liquidated damages as specified in the Contract for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

19.4 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 Owner or Architect/Engineer:

(a) To any preference, priority or allocation order duly issued by the Owner.

(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 the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.

19.5 In addition to liquidated damages, the Contractor shall be liable for all expenses incurred by the Owner by reason of the Contractor's default, including judgments awarded to others, reasonable attorneys' fees and all expenses of administration and inspection after the date set for completion.

19.6 The Owner shall have the right to deduct all or any unpaid balance from liquidated damages or other expenses from any money due or to become due to the Contractor. The amount still owing, if any after such deduction, shall be paid on demand by the Contractor or their Surety. Such payment shall not relieve the Contractor or their Surety from any other obligations under this contract. It is also expressly agreed that the Contractor shall be liable to the Owner for all damages from their failure to complete the work within the time limit fixed.

## 20.0 Suspension of Work, Termination and Delay

20.1 The Owner may suspend the work or any portion thereof for a period of not more than 90 days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor and the Architect/Engineer which notice shall fix the date on which work shall be resumed. The Contractor will resume the work on the date so fixed. The Contractor may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

20.2 If the Contractor should be adjudged a bankrupt, or if they should make a general assignment for the benefit of their creditors, or if a receiver should be appointed on account of their insolvency, or if they should persistently or repeatedly refuse or should fail, except in cases for which extensions of time are provided and then only for such time, to supply enough properly skilled workers or materials, or if they should fail to make payments to Subcontractors or for material or labor, so as to affect the progress of the work, or persistently be in violation of a substantial

requirement of the Contract, or be in violation of Ohio law, the Owner, may, without prejudice to any other right or remedy and after giving the Contractor and their Surety ten days' written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, equipment and other facilities installed on the work and paid for by the Owner and finish the work by whatever method it may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Architect/Engineer.

20.3 Where the Contract has been terminated by the Owner, said termination shall not affect or terminate any of the rights of the Owner as against the Contractor or their surety then existing or which may thereafter accrue because of such default. Any retention or payment of monies by the Owner due the Contractor under the terms of the Contract, shall not release the Contractor or their surety from liability for their default.

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

20.5 If, through no act or fault of the Contractor, the work is suspended for a period of more than 90 days by the Owner or under an order of a Court or other public authority, or the Architect/Engineer fails to act on any request for payment within 30 days after it is submitted, or the Owner fails to pay the Contractor substantially the sum approved by the Architect/Engineer or awarded by arbitrators within 30 days of its approval and presentation, then the Contractor may, after 10 days from delivery of a Written Notice to the Owner and the Architect/Engineer, terminate the Contract and recover from the Owner payment for all work executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the Architect/Engineer has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may upon 10 days Written Notice to the Owner and the Architect/Engineer stop the work until they have been paid all amount then due, in which event and upon resumption of the work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the work.

20.6 If the performance of all or any portion of the work is suspended, delayed, or interrupted as a result of a failure of the Owner or Architect/Engineer to act within the time specified in the Contract Documents, or if no time is specified within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, may be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or Architect/Engineer.

## 21.0 Scope of Payment

21.1 The Contractor shall receive and accept compensation provided for in the Contract as full payment for furnishing all labor, materials and equipment for performing all work under the Contract in a complete and acceptable manner and for all risk, loss, damage, or expense of

whatever character arising out of the nature of the work or the prosecution thereof, except as otherwise provided in the Contract Documents.

## 22.0 Compensation for Altered Quantities

22.1 When the accepted quantities of work vary from the quantities in the bid schedule, the Contractor shall accept as payment in full, so far as Contractor items are concerned, payment at the original contract item prices for the accepted quantities or work done. No allowance except as provided in General Conditions will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor resulting either directly from such alterations or indirectly from unbalanced allocation among the Contract items of overhead expense on the part of the bidder and subsequent loss of expected reimbursements therefore or from any other cause.

22.2 Increased work involving supplemental agreements shall be paid for as stipulated in such agreements. The Contractor shall furnish substantiating data required in the preparation of these agreements.

## 23.0 Extra Work and Force Account Work

23.1 The Contractor shall perform unforeseen work, for which there is no price included in the Contract, whenever it is deemed necessary or desirable in order to complete fully the work as contemplated. Such work shall be performed in accordance with the specifications and as directed by the Owner.

23.2 Extra work performed in accordance with the requirements and provisions of the Owner will be paid for at the item prices or lump sum stipulated in the order authorizing the work, or the Owner may require the Contractor to do such work on a force account basis to be compensated in the following manner:

(a) Labor. For all labor and for all supervisors in direct charge of the specific operations, the Contractor shall receive the rate of wage and fringe benefits currently in effect at the time the work is performed for each and every hour that said labor and supervisors are actually engaged in such work, to which may be added an amount equal to 30 percent of the sum thereof. The term fringe benefits shall be defined as the actual costs paid to, or in behalf of, workers by reason of health and welfare benefits, pension fund benefits or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work. In addition to the above, the contractor shall receive the actual cost of Social Security Tax, Workers' Compensation and State and Federal Unemployment Insurance. In lieu of itemizing these four items, 15 percent of the sum of wages and fringe benefits may be added.

The wages of any supervisor or timekeeper who is employed partly on force account work and partly in other work, shall be prorated between two classes of work according to the number of workers employed on each class of work as shown by the payrolls.

The Contractor shall receive the actual costs paid for subsistence and travel allowances when such payments are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work. No percentage may be added to these costs.

(b) Materials. For materials accepted by the Architect/Engineer and used, the Contractor shall receive the actual cost of such materials delivered on the work, including transportation charges paid by him (exclusive of machinery rentals as hereinafter set forth), to which cost 15 percent may be added.

(c) Equipment. For any machinery or special equipment other than small tools which it may be deemed necessary or desirable to use, the Contractor shall be allowed a rental price to be agreed upon in writing before such work is begun, for the time that such work is begun, for the time that such equipment is in use on the work. No profit or overhead shall be added to any charges in connection with the use of owned equipment, however, 15 percent of the basic amount payable for rented equipment may be added for overhead and profit. Proper invoices will be required for rental equipment.

(d) Supervisor's Transportation. A flat hourly rate, which includes fuel and lubricants, profit and overhead, and any other costs, will be allowed for the supervisor's transportation.

(e) Fuel and Lubricants. For all equipment except the supervisor's transportation (for which an all-inclusive flat rate is allowed), 15 percent of the basic equipment allowance may be added for cost of fuel and lubricants.

(f) Subcontract Work. For work performed by an approved Subcontractor the prime Contractor will be allowed an amount to cover administrative costs, equal to 5 percent of the compensation provided in (a), (b), (c), (d) and (e) but not exceeding \$5,000.00.

(g) Compensation. The compensation to the Contractor as above provided in (a), (b), (c), (d), (e) and (f) shall constitute payment in full for extra work done on a force account basis including administration, superintendence, overhead, use of tools and equipment for which no rental is allowed, profit, taxes other than sales tax, premium on insurance, and any other expense incidental to performing the force account work. Sales tax will not be allowed on any item for which tax exemption may be obtained.

(h) Statements. Final payment will not be made for work performed on a force account basis until the Contractor has furnished the Architect/Engineer with itemized statements of the cost of such force account work detailed as follows:

(1) Name, Classification, date, daily hours, total hours, rate and extension for each laborer and supervisor.

(2) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.

(3) Quantities of materials, prices, and extensions.

(4) Transportation of materials.

23.3 The Contractor's representative and the Architect/Engineer shall compare records daily of the cost of work done as ordered on a force account basis. The Architect/Engineer shall certify that these records are correct.

23.4 Statements shall be accompanied and supported by proper invoices for all materials used and transportation charges, and rented equipment performing work on force account operations. However, if materials used on the force account work are not specifically purchased for such work but are produced by the Contractor or taken from the Contractor-stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were produced by him or taken from his stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor. Statements shall be filed not later than the 20<sup>th</sup> day of the month following that in which the work was actually performed.

23.5 The above-described force account provision will also apply to work performed at agreed unit prices and agreed lump sums when the agreed prices are based on analyses of cost of labor, material and equipment.

#### 24.0 Eliminated Items

24.1 Should any items contained in the proposal be found unnecessary for the proper completion of the work, the Owner may, upon written order to the Contractor, eliminate such items from the Contract, and such action shall in no way invalidate the Contract. When a Contractor is notified of the elimination of items, all costs incurred will be reimbursed for actual work completed, including mobilization of materials prior to said notification.

#### 25.0 Claims for Adjustment and Disputes

25.1 If, in any case, the Contractor believes that additional compensation is due for work or material not clearly covered in the Contract, or not ordered by the Owner as extra work, as defined herein, the Contractor shall notify the Owner in writing of their intention to make claim for such additional compensation before beginning the work on which the claim is based. If such notification is not given, and the Owner is not afforded proper facilities by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor, and the fact that the Owner has kept account of the cost as aforesaid shall not in any way be construed as proving or substantiating the validity of the claim. If the claim, after consideration by the Owner, is found to be just, it will be paid as extra work as provided herein for force account work. Nothing in this subsection shall be construed as establishing any claim contrary to the terms of Sections 17 and 18 of these General Conditions.

#### 26.0 Payments to Contractor

26.1 Partial payments to the Contractor for labor performed shall be made at the rate of ninety-two percent (92%) of the estimates prepared by the Contractor and approved by the Architect/Engineer. All labor performed after the project is fifty percent (50%) completed shall be paid for at the rate of one hundred percent (100%) of the estimates submitted by the Contractor and approved by the Architect/Engineer thirty (30) days after the date of the approved estimate. In addition to all other payments made to the Contractor on account of work performed, the Owner shall pay the Contractor a sum at the rate of ninety two percent (92%) of the invoice costs, for material delivered to the site of the work, provided such materials have been inspected and found to meet the specifications. After the project is fifty percent (50%) completed the balance of such invoiced value shall be paid when such material is incorporated into and becomes a part of the work. Payment on approved estimates filed with the Owner shall be made within thirty (30)



days. All retained funds after fifty percent (50%) completion shall be deposited in an escrow account with one or more banks or building and loan associations in the state selected by mutual agreement between the Contractor and the Owner at the time the contract is executed. The sums retained by the Owner under this section shall be held by the Owner until completion of the entire work and shall be held by the Owner as guarantee of the performance by the Contractor of all conditions contained in their contract. The Contractor shall cooperate with the Owner in the opening of the escrow account and shall accompany the Owner's representatives for such purpose to the financial institution of their mutual choice.

26.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.

26.3 Prior to Substantial Completion, the Owner, with the approval of the Architect/Engineer and with the concurrence of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.

26.4 The Owner shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damaged work except such as may be caused by agents or employees of the Owner.

26.5 Upon completion of the work, the Architect/Engineer shall issue a letter attached to the final payment request, recommending that the work be accepted by the Owner. The entire balance found to be due the Contractor, including the retained percentages with accumulated interest, but except such sums as may be lawfully retained by the Owner, shall be paid to the Contractor within 30 days of completion and acceptance of the work by the Owner.

26.6 The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demand of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work.

26.7 The Contractor shall deliver to the Owner, either prior to or concurrently with the final estimate, the Contractor's Affidavit of Payment listing all suppliers of material and all persons performing labor under and by virtue of this Contract. The Contractor shall also supply, at this time, waivers of mechanics' liens from all material suppliers and all persons performing labor as listed in the Contractor's Affidavit of Payment. The Contractor shall be responsible for obtaining from their subcontractors the Affidavits of Payment and waivers of mechanic's liens for the subcontractors' portion of the work. If the Contractor fails to do so the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, their surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

## 27.0 Acceptance of Final Payments as Release

27.1 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, their subcontractors, heirs, executors, administrators, successors and assigns. Any payment, however, final or otherwise, shall not release the Contractor, their subcontractors, heirs, executors, administrators, successors and assigns or their sureties from any obligations under the Contract Documents.

## 28.0 Contract Security

28.1 The Contractor shall within 10 days after the receipt of the Notice of Award furnish the Owner with a Contract Bond, if applicable, in penal sums equal to the amount of the Contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions, and agreements of the Contract Documents, and upon the prompt payments by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the Contract Documents. Such Bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in underwriting limitation. The expense of this Bond shall be borne by the Contractor. If at any time a Surety on any such Bond as declared bankrupt or loses its right to do business in the state in which the work is to be performed or is removed from the list of Surety Companies accepted on federal Bonds, Contractor shall, within 10 days after the happening of any of the above eventualities, substitute an acceptable Bond or (bonds) in such form and sum and signed by such other Surety or Sureties and may be satisfactory to the Owner. The premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished an acceptable Bond to the Owner.

## 29.0 Assignments

29.1 Neither the Contractor nor the Owner shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of their right, title or interest therein, or their obligations thereunder, without written consent of the other party.

## 30.0 Indemnification

30.1 The Contractor will indemnify and hold harmless the Owner and the Architect/Engineer and their officers, agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the work; provided that any such claims, damage, loss or expense is attributable to (i) bodily injury, sickness, disease or death, or (ii) the risk of injury to tangible property, or the injury to or destruction of tangible property, including the loss of use resulting there from, and is caused in whole or in part by any negligent or willful act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

30.2 In any and all claims against the Owner or the Architect/Engineer, or any of their agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type

of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

30.3 The obligation of the Contractor under this paragraph shall not extend to the liability of the Architect/Engineer, their agents or employees arising out of the preparation or approval of maps, plans, opinions, reports surveys, change orders, designs or specifications.

### 31.0 Patented Devices, Materials and Process

31.1 If the Contractor employs any design, device, material, or process covered by letters of patent or copyright, they shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor and the Surety shall indemnify and save harmless the Owner, any affected third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of any infringement, at any time during the prosecution or after the completion of the work.

### 32.0 Subcontractors

32.1 The "Proposed Use of Sub-Contractors for Specific Portions of the Work" bid form shall be a basis for evaluating Bids. No Bid shall be considered by the Owner unless said form is completed and submitted with the Bid. The Owner reserves the right to reject any or all proposed subcontractor(s) listed thereon before the Bid is awarded. However, the Owner shall give the Bidder an opportunity to: either (a) withdraw the Bid or (b) substitute subcontractors who are acceptable to the Owner provided such substitution of subcontractors does not change the amount of the Bid. The Owner shall not reject any such listed subcontractor(s) after the contract award has been made by the Owner.

32.2 The contractor shall not, without the written permission and approval of the Owner, subcontract any additional portions of the work to be performed under this Contract.

32.3 In the event that the Contractor desires to subcontract additional portions of the work, or perform with the Contractor's own forces work previously listed to be subcontracted, they shall first submit to the Owner a statement showing the nature of the work to be re-assigned, and the name and street address of the party or parties to whom it is proposed to be re-assigned. The decision of the Owner as to its approval shall be final and binding.

32.4 The approval of subcontractor(s) by the Owner shall not directly or indirectly release or modify the responsibility of the Contractor for the satisfactory and entire completion of the work under this Contract, and each and every part, and portion thereof.

32.5 In case any party or parties to whom any work under this Contract shall have been subcontracted shall disregard the direction of the Architect/Engineer or their duly authorized representatives, or shall furnish any unsatisfactory work or shall fail or refuse in any way to conform to any of the conditions of this Contract, then, in that case, upon written order of the Architect/Engineer the Contractor shall require said party or parties in default to discontinue any work under this Contract.

32.6 Any defective work performed by a subcontractor shall be removed and replaced with work which is satisfactory to the Architect/Engineer and without cost to the Owner.

32.7 Nothing contained in this Contract shall create any contractual relation between any subcontractor and the Owner.

32.8 The Contractor shall provide the Owner with a list of names and telephone numbers of the designated employees for each subcontractor to be contacted in case of emergency during non-working hours. A copy of this list shall also be displayed on the job site.

### 33.0 Guaranty

33.1 The Contractor shall guarantee that the work is free from all defects due to faulty materials or installation for a period of one (1) year from the date of Final Acceptance of the work by the Owner. This guaranty period shall be covered by the Bid Guaranty and Contract Bonds. The Contractor shall, during the life of this guaranty promptly make all repairs or changes in the work which, in the opinion of the Engineer are necessary as a result of defects due to faulty materials or installation. The Owner shall give the Contractor notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make the necessary repairs or changes, the Owner may do so, and the Contractor and their Surety shall be liable for all expenses incurred by the Owner in making said repairs or changes.

### 34.0 Dispute Resolution

34.1 Contractor and Owner agree to discuss, in good faith, Alternative Dispute Resolution procedures as a process for resolving disputes, in the event any dispute arising under the Contract is not resolved by Owner and Contractor within 30 days after it first arises.

### 35.0 Taxes

35.1 The Contractor hereby further agrees to withhold all applicable city income taxes due or payable for wages, salaries, and commission paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such applicable city income taxes due for services performed under this Contract.

### 36.0 Nondiscrimination in Employment

36.1 In connection with the performance of work under this Contract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf shall discriminate against any employee or applicant for employment because of race, religion, sex, age, disability, ancestry, color, national origin, military status or any other class protected by law. The aforesaid provision shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising, layoff or selection for training including apprenticeship. The Contractor shall post notices in conspicuous places setting forth the provisions of this nondiscrimination clause for the benefit of employees or applicants for employment.

### 37.0 Contract Work Performed by the Owner

37.1 In the event that it becomes necessary for the Owner to perform work on an immediate nature (such as the placement of barricades or replacement of signs or other protective

devices) required of the Contractor by this Contract because of a failure or refusal of the contractor to perform such work, the Contractor shall reimburse the Owner for the actual cost of the labor, materials and equipment necessary to perform such work plus a reasonable overhead amount. The Owner shall be required to notify or attempt to notify the designated representative of the Contractor of the necessity to perform such work. If the Contractor refuses or fails within a reasonable time to perform or cause the performance of such work, the Owner shall perform it and shall be reimbursed by the Contractor for same.

### 38.0 Certified Payroll

38.1 The Contractor shall post in a prominent and accessible place on the site of the work a legible statement of the schedule of wage rates specified in the Bid Documents to the various classifications of laborers, workers, and mechanics employed. This statement shall remain posted during the life of the Contract.

38.2 The Contractor shall, as soon as performance under the contract begins, supply to the prevailing wage coordinator of the Owner a schedule of the dates during the life of the Contract on which wages will be paid to employees. The Contractor shall also deliver to the prevailing wage coordinator a certified copy of their payroll, within two weeks after the initial pay date, and supplemental reports for each month thereafter. If the life of the Contract is expected to be no more than four (4) months from the beginning of performance by the Contractor, such supplemental reports shall be filed each week after the initial report. The certification of each payroll shall be executed by the Contractor or duly-appointed agent thereof and shall recite that the payroll is correct and complete and that the wage rates shown are not less than those required by Chapter 4115 of the Ohio Revised Code. The Contractor shall be responsible for the submission of payroll copies from all Subcontractors.

38.3 The Contractor shall make employment records available for inspection by authorized representatives of the Owner and will permit employees to be interviewed during work hours by these representatives.

38.4 All monthly payrolls shall contain or have attached the following:

- (a) The name, employer identification number, and social security number of each employee.
- (b) The current address of the employee.
- (c) The Job Classification of the employee (same as shown on wage determination or provisional approval).
- (d) The rate of pay.
- (e) The hours worked each day and total for each week.
- (f) The fringe payments and deductions made.

38.5 The failure by the Contractor to furnish and submit the above information as part of the required monthly Certified Payroll will be cause for the Owner to withhold the preparation of the monthly estimate. In the event of a violation of the wage rate provisions by the Contractor or

any Subcontractor, the Owner may, after notice to the Contractor, suspend further payments or proceed to terminate the Contract as provided by other sections of the Contract.

38.6 The Contractor shall file with the Owner upon completion of the project and prior to final payment therefore an Affidavit of Final Payment stating that they have fully complied with Sections 4115.03 to 4115.16 of the Ohio Revised Code. The Contractor shall also be responsible for obtaining such Affidavits from all Subcontractors and for forwarding the Affidavits to the Owner.

38.7 This provision shall not apply to public improvements where the federal government or any of its agencies furnishes by loan or grant all or any part of the funds used in constructing such improvements, provided the federal government or any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers employed in the construction of such improvements.

38.8 The Department of Industrial Relations shall file with the Secretary of State a list of contractors and subcontractors whom it finds have been prosecuted and convicted for violations of Sections 4115.03 to 4115.16 of the Ohio Revised Code, and each such contractor or subcontractor is prohibited from contracting directly or indirectly with any public authority for the construction of a public improvement or from performing any work on the same as a contractor or subcontractor for period of two years from the date of conviction. The Owner shall not award a contract for a public improvement to any contractor or subcontractor during the time that its name appears on such list. The filing of the notice of conviction with the Secretary of State shall constitute notice to all public authorities.

### 39.0 Utilities

39.1 – The Contractor shall have located in the field all existing utilities by contacting the Ohio Utility Protection Service (OUPS) at least 48 hours at (800) 362-2764 before the start of any excavation.

39.2 The Contractor shall notify all utility companies, all pipe line owners, or other parties affected by the project, and have all necessary adjustments of the public or private utility fixtures, pipe lines, and other appurtenances within or adjacent to the limits of construction made as soon as practicable.

39.3 Water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals, and all other utility appurtenances within the limits of the proposed construction which are to be relocated or adjusted are to be moved by the utility company or its authorized designee, except as otherwise provided for in the special provisions or as noted on the plans.

39.4 It is understood and agreed that the Contractor has fully considered in their bid the financial impact or otherwise of all known permanent and temporary utility appurtenances in their present or relocated positions and that no additional compensation will be allowed to the Contractor for any delays, inconvenience or damage sustained due to any interference from known utility appurtenances or the operation of moving said utility appurtenances.

**ADDITIONAL CONTRACT FORMS**

NOTICE OF COMMENCEMENT OF PUBLIC IMPROVEMENT

AFFIDAVIT OF PAYMENT

WAIVERS OF MECHANICS' LIENS

PAYROLL INFORMATION

AND

FINAL PAYMENT AFFIDAVIT

NOTICE OF COMMENCEMENT OF PUBLIC IMPROVEMENT  
Section 1311.252 Ohio Revised Code

State of Ohio, County of Montgomery, SS.

Notice is hereby given by the undersigned public authority ("Public Authority") of the commencement of a public improvement ("Project") as follows:

(1) The Project is identified as:

**RENOVATION**

Project Name: **COX ARBORETUM METROPARK SHRUB GARDEN**  
Location: **6733 Springboro Pike, Dayton, Ohio 45449**  
Bid No.: **23-011**

(2) The Public Authority responsible for the Project is:

Five Rivers MetroParks  
409 E. Monument Avenue, Third Floor  
Dayton, Ohio, 45402-1374

(3) All principal contractors on the Project and the trade of each are as follows:

Principal Contractors	Trade
-----------------------	-------

(4) The names and addresses of the sureties for all principal contractors are as follows:

Principal Contractors	Surety
-----------------------	--------



(5) The name and address of the representative of the Public Authority upon whom service may be made for the purposes of serving an affidavit pursuant to Section 1311.26 of the Ohio Revised Code is:

Name: **Karen L. Hesser**  
Title: **Executive Director**  
Address: **409 E. Monument Ave. 3<sup>rd</sup> Floor**  
**Dayton, Ohio 45402-1374**

---

Public Authority

BY: \_\_\_\_\_

Title: **Eric Sauer, Planning Manager**

The signator of this Notice of Commencement of Public Improvement ("Notice") personally appeared before me on behalf of the Public Authority, a notary public in and for said county, and swore that all the information in the Notice is true as he/she verily believes and further that he/she is fully authorized by the Public Authority to give said notice.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public



AFFIDAVIT OF PAYMENT

\_\_\_\_\_, being first duly sworn, says that he is the \_\_\_\_\_ of \_\_\_\_\_ having a Contract with Five Rivers MetroParks for \_\_\_\_\_ situated on or in front of the following described property in Montgomery County, Ohio, viz: \_\_\_\_\_ whereof Five Rivers MetroParks, Montgomery County, Ohio, was the owner, part owner, or lessee.

\*\*\*\*\*

\*\*\*\*\*

Sub-Contractors

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

NOTE: This statement must be accompanied by a similar sworn statement by each of the Sub-Contractors.

Name	Address	Trade	Amount*
1.			
2.			
3.			
4.			
5.			
6.			
7.			

\*Amount: Amount due or to be come due for work and/or materials to date thereof.

\*\*\*\*\*

\*\*\*\*\*

Material Supplies

Affiant further says that the following shows the names of every person furnishing machinery, material, or fuel to \_\_\_\_\_ giving the amount, if any, which is due, or to become due, to the, or any of the, for machinery, material, or fuel furnished to date hereof, under said Contract.

\_\_\_\_\_ Name \_\_\_\_\_ Address \_\_\_\_\_ Trade \_\_\_\_\_ Amount\*

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

\*Amount: Amount due or to become due for work and/or materials to date hereof.

\*\*\*\*\*  
\*\*\*\*\*

Labor

Affiant further says that the following shows the names of every laborer unpaid in the employee of \_\_\_\_\_ furnishing labor under said Contract, giving the amount, if any, which is due, or to become due, for labor done to date hereof.

\_\_\_\_\_ Name \_\_\_\_\_ Address \_\_\_\_\_ Trade \_\_\_\_\_ Amount\*

NOTE: If the fact that every laborer has been paid in full, then recite: "Every Laborer has been paid in full." If not, then give each unpaid laborer's name and amount due or to become due.

\*Amount: Amount due or to become due for work and/or materials to date thereof.

Affiant further states that there is due or to become due to \_\_\_\_\_  
\_\_\_\_\_ for work performed, or machinery, material, or fuel  
furnished to \_\_\_\_\_ to date hereof under said Contracts,  
the sum of \$\_\_\_\_\_. That the amounts due or to become due to  
said sub-contractors materialmen, and laborers for work done or machinery, material, or  
fuel furnished to the date hereof, to \_\_\_\_\_ are fully and correctly set  
forth opposite their names, respectively, in the aforesaid statements, and further evidenced  
by certificates of every person furnishing material, machinery, or fuel, hereto attached, and  
made a part hereof.

Affiant further state that \_\_\_\_\_ has not employed or  
purchased or procured machinery, material, or fuel furnished, under said Contracts, other  
than above set forth.

Signature \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

Sworn to before me and subscribed in my presence at \_\_\_\_\_, Ohio, this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Notary Public County State

CONDITIONAL PARTIAL WAIVER OF MECHANICS' LIEN

Progress Payment No. (2)\_\_\_\_\_

TO ALLWHOM IT MAY CONCERN:

Upon receipt of the sum of (3)\_\_\_\_\_ Dollars (\$\_\_\_\_\_), the undersigned, subject to the reservations contained herein below, does hereby waive, release and relinquish any and all liens and claims for liens for labor or work performed and/or material furnished through the (4)\_\_\_\_\_ day of (5)\_\_\_\_\_, 20(6)\_\_\_\_\_ to the construction project at commonly known as (7) COX ARBORETUM METROPARK SHRUB GARDEN RENOVATION,\_\_, located at (8) 6733 Springboro Pike, Dayton, Ohio 45449, and owned by (9) Five Rivers MetroParks.

Nothing in this Partial Waiver of Mechanics' Lien shall waive or otherwise affect lien rights for retainage now being held by (10) \_\_\_\_\_ for labor or work performed and/or material furnished prior to the (4)\_\_\_\_\_ day of (5)\_\_\_\_\_, 20(6)\_\_\_\_\_.

Additionally, nothing in this Partial Waiver of Mechanics' Lien shall in any way affect the priority of any lien filed after the date hereof. Further, the undersigned specifically reserves all lien rights for labor or work performed and/or material furnished after the (4)\_\_\_\_\_ day of (5)\_\_\_\_\_, 20(6)\_\_\_\_\_ on or to the above referenced project.

THE INDIVIDUAL SIGNING THIS PARTIAL LIEN WAIVER ON BEHALF OF THE UNDERSIGNED, WARRANTS THAT HE/SHE HAS FULL AUTHORITY TO EXECUTE THIS LIEN WAIVER.

Dated this (11)\_\_\_ day of (12)\_\_\_\_\_, 20(13)\_\_\_\_\_.

WITNESSES:

(14)\_\_\_\_\_

(15)\_\_\_\_\_

(14)\_\_\_\_\_

BY:(16)\_\_\_\_\_

STATE OF OHIO,  
COUNTY OF MONTGOMERY, ss:

Subscribed and acknowledged in my presence at (17)\_\_\_\_\_, Ohio, as being the free and voluntary act and deed of (15)\_\_\_\_\_ for the use and purposes therein mentioned on the (11)\_\_\_ day of (12)\_\_\_\_\_, 20(13)\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

(1) Underlined material may require editing

- (2) Number of Progress Payment
- (3) Amount of Progress Payment
- (4) Day – Effective Date of Progress Payment
- (5) Month – Effective Date of Progress Payment
- (6) Year – Effective Date of Progress Payment
- (7) Name of Project
- (8) Address of Project
- (9) Name of Owner
- (10) Name of Original Contractor
- (11) Day
- (12) Month
- (13) Year
- (14) Signature of Witnesses
- (15) Name of Party Waiving Lien
- (16) Name and Capacity of Signing Agent
- (17) Location of Acknowledgement





UNCONDITIONAL PARTIAL WAIVER OF MECHANICS' LIEN

Progress Payment No. (2)\_\_\_\_\_

TO ALLWHOM IT MAY CONCERN:

The undersigned, in consideration of the sum of (3)\_\_\_\_\_ Dollars (\$\_\_\_\_\_), the receipt of which is hereby acknowledged, subject to the reservations contained herein below, does hereby waive, release and relinquish any and all liens and claims for labor or work performed and/or material furnished through the (4)\_\_\_\_\_ day of (5)\_\_\_\_\_, 20(6)\_\_\_\_\_ to the construction project at commonly known as (7) COX ARBORETUM METROPARK SHRUB GARDEN RENOVATION,, located at (8) Eastwood MetroPark, and owned by (9) Five Rivers MetroParks.

Nothing in this Partial Waiver of Mechanics' Lien shall waive or otherwise affect lien rights for retainage now being held by (10) \_\_\_\_\_ for labor or work performed and/or material furnished prior to the (4)\_\_\_ day of (5)\_\_\_\_\_, 20(6)\_\_\_\_\_.

Additionally, nothing in this Partial Waiver of Mechanics' Lien shall in any way affect the priority of any lien filed after the date hereof. Further, the undersigned specifically reserves all lien rights for labor or work performed and/or material furnished after the (4)\_\_\_\_\_ day of (5)\_\_\_\_\_, 20(6)\_\_\_\_\_ on or to the above referenced project.

THE INDIVIDUAL SIGNING THIS PARTIAL LIEN WAIVER ON BEHALF OF THE UNDERSIGNED, WARRANTS THAT HE/SHE HAS FULL AUTHORITY TO EXECUTE THIS LIEN WAIVER.

Dated this (11)\_\_\_\_\_ day of (12)\_\_\_\_\_, 20(13)\_\_\_\_\_.

WITNESSES:

(14)\_\_\_\_\_

(15)\_\_\_\_\_

(14)\_\_\_\_\_

BY:(16)\_\_\_\_\_

STATE OF OHIO,  
COUNTY OF MONTGOMERY, ss:

Subscribed and acknowledged in my presence at (17)\_\_\_\_\_, Ohio, as being the free and voluntary act and deed of (15)\_\_\_\_\_ for the use and purposes therein mentioned on the (11)\_\_\_ day of (12)\_\_\_\_\_, 20(13)\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

- (1) Underlined material may require editing
- (2) Number of Progress Payment
- (3) Amount of Progress Payment
- (4) Day – Effective Date of Progress Payment
- (5) Month – Effective Date of Progress Payment
- (6) Year – Effective Date of Progress Payment
- (7) Name of Project
- (8) Address of Project
- (9) Name of Owner
- (10) Name of Original Contractor
- (11) Day
- (12) Month
- (13) Year
- (14) Signature of Witnesses
- (15) Name of Party Waiving Lien
- (16) Name and Capacity of Signing Agent
- (17) Location of Acknowledgement

CONDITIONAL WAIVER OF MECHANICS' LIEN

TO ALLWHOM IT MAY CONCERN:

Upon receipt of the sum of (2) \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), the undersigned, does hereby waive, release and relinquish any and all liens and claims for liens for labor or work performed and/or material furnished to the construction project commonly known as (3) **COX ARBORETUM METROPARK SHRUB GARDEN RENOVATION**, located at (4) **6733 Springboro Pike, Dayton, Ohio 45449**, and owned by (5) Five Rivers MetroParks.

Additionally, the undersigned agrees to serve a new Notice of Furnishing if the undersigned furnishes additional material or performs additional labor or work on or to the aforementioned project, after the date hereof, and for which the undersigned wishes to reserve lien rights against said project.

THE INDIVIDUAL SIGNING THIS LIEN WAIVER ON BEHALF OF THE UNDERSIGNED, WARRANTS THAT HE/SHE HAS FULL AUTHORITY TO EXECUTE THIS LIEN WAIVER.

Dated this (6) \_\_\_\_\_ day of (7) \_\_\_\_\_, 20(8).

WITNESSES:

(9) \_\_\_\_\_

(10) \_\_\_\_\_

(9) \_\_\_\_\_

BY:(11) \_\_\_\_\_

STATE OF OHIO,  
COUNTY OF MONTGOMERY, ss:

Subscribed and acknowledged in my presence at (12) \_\_\_\_\_, Ohio, as being the free and voluntary act and deed of (10) \_\_\_\_\_ for the use and purposes therein mentioned on the (6) \_\_\_\_\_ day of (7) \_\_\_\_\_, 20\_\_ (8).

\_\_\_\_\_  
Notary Public

- (1) Underlined material may require editing
- (2) Amount of Payment
- (3) Name of Project
- (4) Address of Project
- (5) Name of Owner
- (6) Day
- (7) Month
- (8) Year
- (9) Signature of Witnesses
- (10) Name of Party Waiving Lien
- (11) Name and Capacity of Signing Agent
- (12) Location of Acknowledgement

UNCONDITIONAL WAIVER OF MECHANICS' LIEN

TO ALLWHOM IT MAY CONCERN:

The undersigned, in consideration of the sum of (2) \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), the receipt of which is hereby acknowledged does hereby waive, release and relinquish any and all liens and claims for liens for labor or work performed and/or material furnished to the construction project commonly known as (3) **COX ARBORETUM METROPARK SHRUB GARDEN RENOVATION**, located at (4) **6733 Springboro Pike, Dayton, Ohio 45449**, and owned by (5) Five Rivers MetroParks.

Additionally, the undersigned agrees to serve a new Notice of Furnishing if the undersigned furnishes additional material or performs additional labor or work on or to the aforementioned project, after the date hereof, and for which the undersigned wishes to reserve lien rights against said project.

THE INDIVIDUAL SIGNING THIS LIEN WAIVER ON BEHALF OF THE UNDERSIGNED, WARRANTS THAT HE/SHE HAS FULL AUTHORITY TO EXECUTE THIS LIEN WAIVER.

Dated this (6) \_\_\_\_\_ day of (7) \_\_\_\_\_, 20(8).

WITNESSES:

(9) \_\_\_\_\_

(10) \_\_\_\_\_

(9) \_\_\_\_\_

BY:(11) \_\_\_\_\_

STATE OF OHIO,  
COUNTY OF MONTGOMERY, ss:

Subscribed and acknowledged in my presence at (12) \_\_\_\_\_, Ohio, as being the free and voluntary act and deed of (10) \_\_\_\_\_ for the use and purposes therein mentioned on the (6) \_\_\_\_\_ day of (7) \_\_\_\_\_, 20(8).

\_\_\_\_\_  
Notary Public

- (1) Underlined material may require editing
- (2) Amount of Payment
- (3) Name of Project
- (4) Address of Project
- (5) Name of Owner
- (6) Day
- (7) Month
- (8) Year
- (9) Signature of Witnesses
- (10) Name of Party Waiving Lien
- (11) Name and Capacity of Signing Agent
- (12) Location of Acknowledgement

**FIVE RIVERS METROPARKS**  
PAYROLL INFORMATION

DATE:

I, \_\_\_\_\_, \_\_\_\_\_, do hereby certify:  
Name of Signatory Party Title

1. That I pay or supervise the payment of the persons employed by \_\_\_\_\_ Contractor  
\_\_\_\_\_ on the **COX ARBORETUM METROPARK SHRUB GARDEN RENOVATION,**  
or Subcontractor Building or Work

2. That during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, all person  
employed on said project have been paid the full weekly wages earned; that no rebates have  
been or will be made either directly or indirectly to or on behalf of said \_\_\_\_\_  
Contractor or Subcontractor

from the full weekly wages earned by such persons; and that no deductions have been  
made either directly or indirectly from the wages earned by such persons, other than  
permissible deductions which are described below:

3. That any payrolls otherwise under this Contract required for the above period  
are correct and complete; that the wage rates for laborers or mechanics contained  
therein are not less than the applicable wage rates contained in the specifications as  
supplied by the Department of Industrial Relations or any wage determination  
incorporated into the Contract and that the classifications set forth therein for each  
laborer or mechanic conform with the work he performed.

4. That any apprentices employed in the above period are duly registered in a  
bona fide apprenticeship program registered with the Ohio Apprenticeship Council.

5. That:

(a) Where fringe benefits are paid to approved plans, funds, or programs,  
in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the  
above referenced payroll, payments of fringe benefits listed in the Contract have been or  
will be made to appropriate programs for the benefit of such employees, except as  
noted in Section 4(c) below; and

(b) Where fringe benefits are paid in cash, each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the Contract, except as noted in Section 4(c) below:

(c) Exceptions:

Exception (Craft)	Explanation
-------------------	-------------

Remarks:

Name and Title \_\_\_\_\_,

Signature

The willful falsification of any of the above statements may subject the Contractor or Subcontractor to fines as described in Section 4115.99 of the Ohio Revised Code.



FINAL PAYROLL AFFIDAVIT  
(Contractor or Subcontractor)

I, \_\_\_\_\_, of the  
Name of person signing affidavit title  
of the \_\_\_\_\_, do  
hereby certify that the wages paid to all employees for the full number of hours worked in  
connection with the Contract to the Improvement, Repair and Construction of: **COX**  
**ARBORETUM METROPARK SHRUB GARDEN RENOVATION, 6733 Springboro Pike, Dayton, Ohio**  
**45449.**

Project and Location

During the following period from \_\_\_\_\_ to \_\_\_\_\_  
\_\_\_\_\_ is in accordance with the prevailing wages prescribed by  
the Contract Document. I further certify that no rebates or deductions for any wages due  
any person have been directly or indirectly made 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, before the Owner will release the surety and/or make final payment due under the terms of the Contract.

## **SPECIAL CONDITIONS of the CONTRACT**

Installation of plantings will be done in at least two phases to allow MetroParks' staff time to establish the plantings. This phasing will be detailed and established with the successful bidder prior to entering into a contract.

Base bid is assumed to be significantly lower than the advertised estimate to ensure an awardable bid and to allow flexibility to establish the phasing of the plantings as outlined above.

## GENERAL SPECIFICATIONS

### ADMINISTRATIVE PROVISIONS

#### **PART 1 GENERAL**

##### 1.01 WORK COVERED BY CONTRACT DOCUMENTS AS REQUIRED

- A. Base Bid: As described on the Bid Breakdown Form
- B. Bid Alternates: As described on the Bid Breakdown Form

##### 1.02 CONTRACT METHOD

- A. Perform the Work at the lump sum awarded, and at Unit Prices, if any, as defined by the Bid Breakdown Form.

##### 1.03 WORK SEQUENCE AND TIME

- A. Start work within 10 calendar days after receipt of "Notice to Proceed" or fully executed contract (as appropriate). Complete Work within the Contract Time, as established by the Contract.
- B. Perform Work in stages to accommodate park security and occupancy requirements; coordinate schedule and operations with Five Rivers MetroParks:

Eric Sauer  
Five Rivers MetroParks  
409 E. Monument Ave. 3<sup>rd</sup> Floor  
Dayton, OH 45402-1374  
937-274-3107

- C. At least seven calendar days prior to the date of the Pre-Construction Meeting, submit the following documents to the Architect/Engineer:
  - 1. Proposed Progress Schedule
  - 2. Preliminary Schedule of Shop Drawing Submissions.
  - 3. Preliminary Schedule of Values of the Work.
  - 4. Bond and certificates of insurance as required by the General Conditions.
- D. Limit access to site from roads as directed by the Owner's Representative

##### 1.04 DEFINITIONS

- A. Owner: Whenever the term "Owner" is used in the Contract Documents it shall refer to Five Rivers MetroParks or its authorized representative.
- B. Project Site: The Work described herein and shown on the drawings is located in **Miami Township, Montgomery County**, Ohio.
- C. Architect/Engineer: The Architect/Engineer is a duly authorized representative of the Owner as identified by the Owner.

#### 1.05 MANAGEMENT OF CONTRACTOR'S FORCES

- A. Designate a superintendent who shall represent the Contractor on the job site. Directions given to the superintendent shall be as binding as if given to the Contractor.
- B. Assign appropriate resources, schedule and supervise the Work to meet the construction schedule.
- C. Direction from the Owner to the Contractor will only be through the designated Owner's Representative. Contractor shall not accept direction from nor negotiate changes with any person not identified as the Owner's Representative or designee, including other employees of the Owner.

#### 1.06 PROJECT MEETINGS

- A. After award and receipt of Contract Notice to Proceed (as appropriate) contact the MetroParks' Owner's Representative to schedule a pre-construction meeting.
- B. Present at the conference will be the Contractor, the Superintendent, the Architect/Engineer, the Owner's Representative, and other MetroParks personnel as designated by the Owner's Representative.
- C. The Owner's Representative will schedule meetings during the Project as needed to review progress of the work.

#### 1.07 SECURITY

- A. Prior to beginning Work, consult with the Owner's Representative to learn the rules and regulations for security and use of the site.
- B. Instruct Subcontractors on these regulations prior to beginning their respective portions of the Work.

#### 1.08 COORDINATION

- A. Coordinate construction of the various Sections of Specifications to assure efficient and orderly installation of construction elements, with provisions to accommodate items to be installed later.

#### 1.09 SUBMITTALS

- A. Procedures:
  - 1. Submit the number of copies which Contractor requires to be returned, plus three (3) copies to be retained by Architect/Engineer.
  - 2. Deliver submittals to Architect/Engineer at an address to be provided at the Pre-Construction Meeting.
  - 3. Identify submittals by Project Name, Contractor, Subcontractor, major supplier and pertinent Drawing sheet and detail numbers, and Specification Section number, as appropriate. Provide space for Contractor and Architect/Engineer review stamps.
  - 4. Identify deviations from Contract Documents.
  - 5. After Architect/Engineer review of submittal, revise and resubmit as required, identifying changes made since previous submittal.
  - 6. Obtain Architect/Engineer's approval of required Shop Drawings and Product Data before fabrication (or installation, as appropriate).
  - 7. Distribute copies of approved submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.
  - 8. Fabricate and install from approved submittals.
- B. Schedules:

1. Submit initial Progress Schedule and Preliminary Schedule of Values in duplicate within fifteen (15) days after date of Notice of Award. Submit revised schedules with each Application for Payment, reflecting changes since previous submittal.
  2. Submit the Schedule of Values in compliance with Article 14.1 of the General Conditions.
- C. Shop Drawings: Contractor's approval stamp, initialed or signed, shall certify field measurements have been verified and shop drawing complies with Contract Documents.
- D. Product Data: Mark each copy to identify applicable products, models, options, and other data; supplement manufacturer's standard data to provide information unique to the Work.

#### 1.10 MANUFACTURER'S INSTRUCTIONS AND CERTIFICATES

- A. Instructions:
1. Comply with instructions in full detail, including each step in sequence. Should instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
  2. When required in individual Specification Sections, submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for product data.
- B. Certificates: When required by individual Specification Sections, submit manufacturer's certificate, in duplicate, that products meet or exceed specified requirements.

#### 1.11 MANUFACTURER'S FIELD SERVICES

- A. When specified in respective Specification Sections, require manufacturer to provide qualified personnel to observe field conditions, conditions of surfaces and installation, quality of installation, start-up of equipment, test, adjust and to make appropriate recommendations.
- B. Require representative to make written report to Architect/Engineer of observations and recommendations.

#### 1.12 TEMPORARY FACILITIES

- A. General: Location of construction facilities, including construction office and storage yard on site, shall be subject to approval by Architect/Engineer; remove upon completion of work prior to Substantial Completion inspection.
- B. Service: Arrange for water, electrical energy, compressed air and other services to meet own requirement. No extra allowance will be made to Contractor on account of said connections. Where available, FRMP will provide required utilities at no charge to the Contractor, however, all costs to connect and disconnect will be the Contractor's responsibility.
- C. Sanitary: Provide suitable sanitary facilities for construction personnel. Facilities shall comply at all times with local, County and State Government Health Departments.
- D. Barriers:
1. Provide as required to prevent public entry to construction areas, to provide for use of site, and to protect existing facilities and adjacent properties from damage from construction or cleaning operations.
  2. Location and arrangement: Conform to ordinances and laws.

- E. Sign: Provide and erect a 42"x6" temporary job sign at the site. Content and artwork to be provided by Owner. Do not erect any additional signs on the job site without the Owner's approval. Remove temporary job sign during final cleaning.
- F. Cleaning during construction:
  1. Control accumulation of waste materials and rubbish, dispose of off-site daily.
  2. Clean and repair damage caused by installation or use of temporary facilities. Restore existing facilities used during construction to specified, or to original condition.

#### 1.13 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Purchase materials and equipment in time to complete the Contractor's Work as required in this Agreement.
- B. Take prompt and decisive action in expediting deliveries.
- C. Keep Owner and Architect/Engineer advised of delivery dates and any changes which may affect progress of the Work.
- D. Determine that materials and equipment received are correct, suitable, and in accordance with Specifications.
- E. Store equipment in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.
- F. Furnish equipment personnel to handle products by methods that will prevent soiling or damage.

#### 1.14 HISTORICAL OR ARCHAEOLOGICAL DISCOVERY

- A. If during the course of construction, evidence of deposits of historical or archaeological interest is found, cease operations affecting the find and notify the Owner, who shall notify the State Historical Department. No further disturbance of the deposits shall ensue until the Contractor has been notified by the Owner that he may proceed. The Owner will issue a Notice to Proceed only after the State official has surveyed the find and made a determination of value and effect and submitted such determination to the Owner.
- B. Compensation to the Contractor, if any, for loss of time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the Specifications.

#### 1.15 ARCHITECT/ENGINEERING SERVICES

- A. Owner will furnish horizontal and vertical control points as listed in plans. Contractor shall develop and make detail surveys as required to execute the construction.
- B. Preserve all monuments, benchmarks, reference points and stakes established by the Architect/Engineer. In case of willful or careless destruction of same, the Contractor will be charged with the resulting expense of replacement and shall be responsible for any mistakes or loss of time that may result from their unnecessary loss or disturbance.
- C. It shall be the duty of the Contractor to call to the attention of the Architect/Engineer any reference lines, points or benchmarks which may have been disturbed or which seem to be off line or grade.
- D. Contractor shall reimburse Owner for extra administration and inspection costs necessitated by continuance of work beyond the completion date recognizing time

extensions granted by Owner. This cost will be a part of the assessed liquidated damages, herein specified.

- E. Contractor shall reimburse Owner for extra administration and inspection costs necessitated by use of equipment other than that detailed in the plans and specifications.

#### 1.16 LIQUIDATION OF DAMAGES

- Reference Section 19 of the General Conditions.

#### 1.17 COPIES OF DOCUMENTS

- A. A complete set of Plans and Specifications shall be retained on the job by the Contractor at all times, when they are on the job, for use of those legitimately interested.

### **PART 2 PRODUCTS**

#### 2.01 QUALITY

- A. Provide new materials and equipment for Work unless otherwise specified.
- B. "Provide" in these Specifications means "furnish and install".
- C. For products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- D. The date of the standard is that which is in effect as of the Bid date except when a specific date is specified.

### **PART 3 EXECUTION**

#### 3.01 INSTALLATION

- A. Perform Work by person qualified to produce installation of specified quality.
- B. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibrations, and racking.

#### 3.02 PAYMENT

- See Section 26 in General Conditions.

#### 3.03 CONTRACT CLOSEOUT PROCEDURES

- A. Comply with procedures stated in General Conditions of the contract for issuance of Certificate of Substantial Completion.
- B. In addition to submittals required by the conditions of the Contract, provide submittals required by governing authorities, and submit a final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.

#### 3.04 WARRANTIES AND BONDS

- A. Provide duplicate copies of Contractor's Subcontractor's Supplier's and Manufacturer's warranties and bonds.
- B. Submit prior to final application for payment. For items of Work delayed materially beyond Date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

END OF SECTION

SECTION 01200  
PROJECT MEETINGS

**PART 1 GENERAL**

1.01 WORK INCLUDED

- A. Architect/Engineer shall schedule and administer project meetings.
- B. Architect/Engineer will attend meetings to ascertain that work is expedited consistent with construction schedule and with Contract Documents.

1.02 PRE-CONSTRUCTION MEETING

- A. Schedule within 5 days after date of Notice to Proceed.
- B. Attendance:
  - 1. Owner.
  - 2. Architect/Engineer and their inspector/representative.
  - 3. Prime contractors.
  - 4. Major subcontractors of all prime contractors.
  - 5. Safety representative.
  - 6. Representatives of governmental or other regulatory agencies.
- C. Minimum agenda:
  - 1. Distribute and discuss list of major subcontractors, tentative time and payment schedule and construction schedule approved by Architect/Engineer prior to construction.
  - 2. Critical work sequencing.
  - 3. Relation and coordination of prime contractors.
  - 4. Designation of responsible personnel.
  - 5. Processing of field decisions and cChange Orders.
  - 6. Adequacy of distribution of Contract Documents.
  - 7. Submittal of shop drawings, project data and samples.
  - 8. Procedures for maintaining Record Documents.
  - 9. Use of premises for office and storage areas and Owner's requirements.
  - 10. Major equipment deliveries and priorities.
  - 11. Safety and first-aid procedures.
  - 12. Security procedures.
  - 13. Housekeeping procedures.

1.03 PROGRESS MEETING

- A. Schedule regular meetings at least once a month or as determined at Pre-Construction Conference.
- B. Set location of meetings as determined at Pre-Construction Conference.
- C. Attendance:
  - 1. Architect/Engineer and their inspector/representative.
  - 2. Prime contractor.
  - 3. Subcontractors as pertinent to agenda.
  - 4. Safety representative.



5. Representatives of governmental or other regulatory agencies.
- D. Minimum agenda:
1. Review work progress since last meeting.
  2. Note field observations, problems and decisions.
  3. Identify problems which impede planned progress.
  4. Review off-site fabrication problems.
  5. Develop corrective measures and procedures to regain planned schedule.
  6. Revise construction schedule as indicated.
  7. Plan progress during next work period.
  8. Coordinate projected progress with other prime contractors.
  9. Review submittal schedules and expedite as required to maintain schedule.
  10. Review changes proposed by Owner for effect on construction schedule and effect on completion date.
  11. Safety procedures review.

## **PART 2 PRODUCTS**

Not used.

## **PART 3 EXECUTION**

Not used.

END OF SECTION

### SECTION 01300 SUBMITTALS AND SUBSTITUTIONS

## **PART 1 GENERAL**

- 1.01 GENERAL
- A. Submit Shop Drawings, project data and samples required by Specification Sections.
  - B. Designate in construction schedule proposed submittal dates.
- 1.02 SHOP DRAWINGS
- A. Submit Drawings prepared by Contractor, Subcontractor, supplier or distributor which illustrate some portion of the Work.
  - B. Show fabrication, layout, setting or erection details.
  - C. Identify details by reference to sheet and detail numbers shown on contract drawings.
  - D. Minimum sheet size: 8-1/2" x 11".
- 1.03 PRODUCT DATA
- A. Manufacturer's standard schematic drawings:
    1. Modify Drawings to delete information which is not applicable to project.
    2. Supplement standard information to provide additional information applicable to project.

- B. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data.
  - 1. Clearly mark each copy to identify pertinent materials, products or models.
  - 2. Show dimensions and clearances required.
  - 3. Show performance characteristics and capacities.
  - 4. Show wiring diagrams and controls.

#### 1.04 SUBMISSION REQUIREMENTS

- A. Schedule submissions to be received by Architect/Engineer at least fifteen (15) calendar days before reviewed submittals will be needed by the Contractor to order subject materials or equipment. Submittals shall be reviewed and returned to contractor within the fifteen-calendar period.
- B. Submit number of copies of Shop Drawings, project data and samples which Contractor requires for distribution plus three (3) copies which will be retained by Architect/Engineer.
- C. Accompany submittals with transmittal letter containing:
  - 1. Date.
  - 2. Project title and number
  - 3. Contractor's name and address.
  - 4. The number of each Shop Drawing, product data and sample submitted.
  - 5. Notification of deviations from Contract Documents.
  - 6. Other pertinent data.
- D. Submittals shall include:
  - 1. Date and revision dates.
  - 2. Project title and number.
  - 3. The names of Architect/Engineer, Contractor, Subcontractor, Supplier, manufacturer, and separate detailer when pertinent.
  - 4. Identification of product or material.
  - 5. Relation to adjacent structure or materials.
  - 6. Field dimensions clearly identified as such.
  - 7. Specification Section number.
  - 8. Applicable standards, such as ASTM number or Federal Specification.
  - 9. A blank space 4" x 5" for the Architect/Engineer's approval stamp.
  - 10. Identification of deviations from Contract Documents.

#### 1.05 RESUBMISSION REQUIREMENTS

- A. Shop Drawings:
  - 1. Revise initial Drawings as required and resubmit as specified for initial submittal.
  - 2. Indicate on Drawings any changes which have been made other than those requested by Architect/Engineer.
- B. Product Data and Samples: Submit new data and samples as required for initial submittal.

#### 1.06 DISTRIBUTION OF SUBMITTALS AFTER REVIEW

- A. Distribute copies of Shop Drawings and product data which carry Architect/Engineer's approval stamp as needed.
- B. Distribute samples as directed by the Architect/Engineer.

## 1.07 SUBSTITUTIONS

- A. Approval required:
  - 1. The Contract is based on the standards of quality established in the Contract Documents.
  - 2. All products proposed for use, including those specified by required attributes and performance, shall require approval by the Architect/Engineer before being incorporated into the Work.
  - 3. Do not substitute materials, equipment, or methods unless such substitution has been specifically approved for this Work by the Architect/Engineer.
- B. "Or Equal":
  - 1. Where the phrase "or equal" or "or equal as approved by Architect/Engineer" occurs in the Contract Documents, means any material which, in the opinion of the Architect/Engineer, is equal in quality, durability, appearance, strength, design and performance to the material specified, and will function adequately in accordance with the general design.
  - 2. Where in these Specifications, one or more certain materials, trade names, or articles of certain manufacture are mentioned, it is done for the express purpose of establishing a basis durability, efficiency, quality, performance, function and meeting the design intent and not the purpose of limiting competition.
  - 3. The Architect/Engineer shall evaluate proposed substitutions and the decision of the Architect/Engineer shall be final.

## 1.08 OPERATING AND MAINTENANCE DATA

- A. The Contractor shall furnish to the Architect/Engineer, prior to the completion of the work under this Contract, four (4) copies of all manufacturer's drawings, parts catalogs, wiring diagrams, installation and operating instructions, guarantees and other data or information which may be needed or useful in the operation, maintenance, repair, for ordering replacements, for all items of mechanical equipment furnished under this contract. Such data shall be complete in every detail, including index, and each set shall be assembled under a suitable cover. The above noted requirements shall be furnished in addition to any specified wall-mounted instructions required under the Technical Provisions of the Specifications. The cost of furnishing the above data shall be included in the applicable contract unit price for the equipment furnished.

## PART 2 PRODUCTS

### 2.01 PRODUCT AND MATERIAL APPROVAL

- A. A specification followed by one or more manufacturer's and "or equal" is open to all equal products or materials.

### 2.02 SHOP DRAWINGS

- A. Review of Shop Drawings does not relieve Contractor of responsibility for correct ordering of materials and equipment. Contractor review shall insure that equipment will fit in available space.
- B. Information to be included in the submittal:
  - 1. Manufacturer's model number of catalog number, size and data. Indicate operating data for each piece of equipment.

2. Indication of all performance data, construction materials, finishes and modifications to manufacturer's standard design called for in the specifications.
  3. Location of connections for all piping required.
  4. Roughing-in, foundation and support point dimensions.
  5. Data shall be coordinated and included in single submittal.
  6. For submissions, such as catalogs, mark information that is to be provided, including all accessories and modifications, so there is no confusion.
- C. Submit Shop Drawings in brochure form and include all related equipment in one brochure.
- D. Submit Shop Drawings of all equipment in this specification and as specifically stated in the individual sections.
- E. Contractor is to affix their company name, in the form of a stamp, to all Shop Drawings and Submittals before submitting. Contractor shall stamp or mark Shop Drawings for submittals "Approved", date and initial (or sign) prior to issuing.

#### 2.03 RECORD DRAWINGS

- A. During construction, maintain complete and legible set of drawings, showing changes and deviations between actual construction and Architect/Engineer's drawings as outlined in Section 01720, Project Record Drawings.

#### 2.04 INSPECTION

- A. Provide in triplicate, a Certificate of Inspection at completion of the work. Inspection to be performed by local authority having jurisdiction (i.e., City Inspector, County Inspector, etc.).

#### 2.05 REPORTS

- A. Submit for attachment to Substantial Completion Certificate the following:
1. Letter certifying that all mechanical installations comply with applicable codes.
  2. All other test reports.

### **PART 3 EXECUTION**

Not used.

END OF SECTION

### SECTION 01370 SCHEDULE OF VALUES

### **PART 1 GENERAL**

#### 1.01 WORK INCLUDED

- A. Submit to the Architect/Engineer a preliminary Schedule of Values at the Pre-Construction Meeting.
- B. Upon request by Architect/Engineer, support values given with data that will substantiate their correctness.

1.02 SCHEDULE USE

- A. Use schedule of values only as basis for Contractor's requests for payments on Lump Sum items as requested in Section 01900, Measurement & Payment.

**PART 2 PRODUCTS**

2.01 FORM OF SCHEDULE

- A. Submit typewritten or computer-generated Schedule of Values on 8-1/2" x 11" white paper.
- B. Use Bid Breakdown Form (if included) as the basis for format.

**PART 3 EXECUTION**

3.01 PREPARING SCHEDULE OF VALUES

- A. Itemize separate line item costs for each of the following general cost items:
  - 1. Insurance and Performance and Payment Bonds.
  - 2. Field supervision and layout.
  - 3. Temporary facilities and controls.
  - 4. Mobilization and demobilization.

3.02 REVIEW AND RESUBMITTAL

- A. After review by Architect/Engineer, revise and resubmit schedule as required.
- B. Resubmit revised schedule in same manner as initial submission.

END OF SECTION

SECTION 01500  
CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

**PART 1 GENERAL**

1.01 WORK INCLUDED

- A. Contractor shall provide all necessary equipment, labor and materials for temporary construction facilities and controls as follows:
  - 1. Barriers.
  - 2. Protection of installed work.
  - 3. Security and safety
  - 4. Storage of materials.
  - 5. Utility Services.
  - 6. Sanitary facilities.
  - 7. Removal.

1.02 BARRICADES AND LIGHTS

- A. Erect and maintain barricades and lights or guards for protection and warning of pedestrians and vehicles; prevent access of unauthorized persons to portions of site where work is in progress.
- B. Location and Arrangement: Conform to ordinances and laws. Traffic control during construction shall be according to the Ohio Manual of Uniform Traffic Control

Devices and shall meet with the approval of Architect/Engineer and Owner and any affected government entity.

1.03 PROTECTION OF INSTALLED WORK

- A. Provide temporary protection for installed products. Control traffic in immediate area to minimize the possibility of damage.

1.04 SECURITY

- A. Protect the work, existing facilities and newly installed items from unauthorized use, vandalism and theft.

1.05 STORAGE OF MATERIALS

- A. Arrange for storage space to suit needs.
- B. Provide suitable protection from weather and vandalism for all materials and equipment to be installed. Storage shall be dry, clean and safe. Any materials or equipment damaged, deteriorated, rusted, or defaced due to improper storage shall be fully repaired, refinished or replaced, as directed by the Architect/Engineer.
- C. Store materials and equipment in manner which will preserve the quality and fitness; provide temporary storage buildings as required.
- D. Location of construction facilities and yard on site, shall be subject to approval by Architect/Engineer; remove upon completion of work.

1.06 UTILITY SERVICES

- A. Provide and pay for all temporary utility services, connections, meters, water, electrical energy, compressed air and other services to meet own requirements until substantial completion of project.

1.07 SANITARY FACILITIES

- A. Provide suitable non-segregated sanitary facilities for construction personnel. Maintain in sanitary condition.

1.08 REMOVAL

- A. Remove temporary materials, equipment, services and construction prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary facilities. Restore existing facilities used during construction to specified, or to original, condition.

**PART 2 PRODUCTS**

Not used.

**PART 3 EXECUTION**

Not used.

END OF SECTION

SECTION 01700  
PROJECT CLOSEOUT

**PART 1 GENERAL**

1.01 SUBSTANTIAL COMPLETION

- A. Contractor:
  - 1. Submit written certification to Architect/Engineer that project, or designated portion of project is substantially complete.
  - 2. Submit list of major items to be completed or corrected.
- B. Architect/Engineer will make an inspection within fourteen days after receipt of certification together with Owner's Representative.
- C. Should Architect/Engineer consider that work is substantially complete:
  - 1. Architect/Engineer shall prepare an amended list of items to be completed or corrected as determined by the inspection.
  - 2. Architect/Engineer will prepare and issue a Certificate of Substantial Completion containing the date of substantial completion, an amended list of items to be completed or corrected, a time schedule to complete or correct work, time and date Owner will assume possession of work or designated portion thereof, and signatures of the Architect/Engineer, Contractor and Owner.
- D. Should Architect/Engineer consider that work is not substantially complete:
  - 1. Architect/Engineer shall notify Contractor in writing stating reasons.
  - 2. Contractor shall complete work and send second written notice to Architect/Engineer certifying that project, or designated portion of project is substantially complete.
  - 3. Architect/Engineer will reinspect work.

1.02 FINAL INSPECTION

- A. Contractor shall submit written certification that:
  - 1. Contract Documents have been reviewed.
  - 2. Project has been inspected for compliance with Contract Documents.
  - 3. Work has been completed in accordance with Contract Documents.
  - 4. Equipment and systems have been tested in the presence of Owner's Representative and are operational.
  - 5. Project is completed and ready for final inspection.
- B. Architect/Engineer will make final inspection within fourteen days after receipt of certification.
- C. Should Architect/Engineer consider that work is not finally complete:
  - 1. Architect/Engineer shall notify Contractor in writing stating reasons.
  - 2. Contractor shall take immediate steps to remedy the stated deficiencies and send second written notice to Architect/Engineer certifying the work is complete.
  - 3. Architect/Engineer will reinspect work.

1.03 REINSPECTION COST

- A. Should Architect/Engineer be required to perform second inspection because of failure of work to comply with original certifications of Contractor, Owner will

compensate Architect/Engineer for additional services and deduct amount paid from final payment to Contractor.

1.04 CLOSEOUT SUBMITTALS

- A. Project record documents: As required by Section 01720.
- B. Guarantees and Bond specified in General Conditions.

1.05 INSTRUCTION

- A. Instruct Owner's personnel in operation of all systems, mechanical, electrical or other equipment as needed.

1.06 EVIDENCE OF PAYMENTS AND RELEASE OF LIENS

- A. Submit the following documents before final payment is made:
  - 1. Contractor's Release or Waiver of Liens.
  - 2. Separate releases or waivers of liens for subcontractors, suppliers and others with lien rights against property of Owner together with list of those parties.
- B. All submittals shall be duly executed before delivery to Architect/Engineer.

1.07 FINAL APPLICATION FOR PAYMENT

- A. Contractor shall submit final application in accordance with requirements of General and Supplementary Conditions.
- B. Architect/Engineer will issue final certificate in accordance with provisions of General Conditions.

1.08 POST-CONSTRUCTION INSPECTION

- A. Prior to expiration of one year from date of substantial completion, Architect/Engineer will make visual inspection of project in company with Owner and Contractor to determine whether correction of work is required in accordance with provisions of General Conditions.
- B. For guarantees beyond one year, Architect/Engineer will make inspection at request of Owner after notification to Contractor.
- C. Architect/Engineer will promptly notify Contractor in writing of any observed deficiencies.

**PART 2 PRODUCTS**

Not used.

**PART 3 EXECUTION**

Not used.

END OF SECTION

SECTION 01710  
FINAL CLEANING

**PART 1 GENERAL**

1.01 WORK INCLUDED



- A. Contractor shall provide all work necessary to finally clean and maintain throughout the construction period, structures, paving and all sites of work in a standard cleanliness as described in this Section.

#### 1.02 RELATED WORK DESCRIBED ELSEWHERE

- A. Comply with requirements for cleaning as described in various other Sections within this specification.

#### 1.03 QUALITY ASSURANCE

- A. Inspection: Conduct daily inspection, and more often if necessary, to verify that requirements of cleanliness are being met.

### **PART 2 PRODUCTS**

#### 2.01 CLEANING MATERIALS AND EQUIPMENT

- A. Provide personnel, equipment and materials needed to maintain specified standards of cleanliness.

#### 2.02 COMPATIBILITY

- A. Use cleaning materials and equipment which are compatible with surface being cleaned.

### **PART 3 EXECUTION**

#### 3.01 PROGRESS CLEANING

- A. General:
  - 1. Retain stored items in orderly arrangement allowing maximum access. Do not impede drainage or traffic. Provide required protection of materials.
  - 2. Remove scrap, debris, and waste material promptly from job site.
  - 3. Store items awaiting removal in good order. Observe fire protection requirements. Control dust and fugitive air emissions. No burning will be permitted.
- B. Site:
  - 1. Inspect site and pickup scrap, debris, and waste material daily. Remove items to place designated for storage.
  - 2. Inspect arrangement of materials stored on site; restack, tidy or otherwise service storage arrangements.
  - 3. Maintain site in neat and orderly condition at all times.

#### 3.02 FINAL CLEANING

- A. Definition: "Clean" shall be level of cleanliness generally provided by skilled cleaners using commercial quality maintenance equipment materials.
- B. General: Prior to completion of Work, remove from job site all tools, surplus materials, equipment, scrap, debris, and waste. Conduct final progress cleaning.
- C. Site: Broom clean paved areas on site and public paved areas adjacent to site. Remove resultant debris.

3.03 CLEANING DURING OWNER'S OCCUPANCY

- A. Should Owner occupy Work or any portion thereof prior to its completion and acceptance, responsibilities for interim for interim and final cleaning of occupied spaces shall be as determined by Architect/Engineer in accordance with Contract General Conditions.

END OF SECTION

SECTION 01720  
PROJECT RECORD DOCUMENTS

**PART 1 GENERAL**

1.01 MAINTENANCE OF DOCUMENTS

- A. Maintain at job site one (1) copy of:
  - 1. Contract Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Reviewed shop drawings.
  - 5. Change Orders.
  - 6. Other modifications to Contract.
  - 7. Field test records.
  - 8. Job Photographs.
- B. Store documents in temporary field facilities apart from documents used for construction.
- C. Maintain documents in clean, dry and legible conditions.
- D. Do not use record documents for construction purposes.
- E. Make documents available at all times for inspection by Architect/Engineer and Owner.

1.02 RECORDING

- A. Label "PROJECT RECORD" in 2" high printed letters on each document.
- B. Keep record documents current.
- C. Do not permanently conceal any work until required information has been recorded.
- D. Record drawings: Legibly mark in red pencil to record actual construction.
  - 1. Depths of various elements of foundation in relation to survey datum.
  - 2. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
  - 3. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
  - 4. Field changes of dimension and detail.
  - 5. Changes made by Change Order or field order.
  - 6. Details not on original contract drawings.
- E. Specification Addenda: Legibly mark up each Section to record:
  - 1. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
  - 2. Changes made by Change Order or field order.
  - 3. Other matters not originally specified.

- F. Shop Drawings: Maintain as record documents; legibly annotate drawings to record changes made after review.
- G. Job Photographs: Photograph all project areas to clearly record site conditions before, during and after the project construction.

1.03 SUBMITTAL

- A. Deliver record documents to Architect/Engineer at final completion of project. Release of retainage is contingent on receipt of record documents in Architect/Engineer approved order as herein specified.
- B. Accompany submittal with transmittal letter, in duplicate, containing:
  - 1. Date.
  - 2. Project title and number.
  - 3. Contractor's name and address.
  - 4. Title and number of each record document.
  - 5. Certification that each document as submitted is complete and accurate.
  - 6. Signature of Contractor or his authorized representative.

**PART 2 PRODUCTS**

Not used.

**PART 3 EXECUTION**

Not used.

END OF SECTION

SECTION 01900  
MEASUREMENT AND PAYMENT

**PART 1 GENERAL**

1.01 SCOPE OF WORK

- A. Bid items to include all foreseeable work associated with the completion of the project.
- B. Measurement:
  - 1. Generally, the work actually performed or items actually installed.
  - 2. Conducted by the Contractor and observed by the Owner's Representative.
- C. Payment:
  - 1. Include all associated materials and work.
  - 2. Additional payments shall not be made for any "item" of work not in the "Bid", except work considered to be unforeseen and unusual. Architect/Engineer's decision of additional payment shall be final.
  - 3. Payments for bid items shall be unchanged except for minor adjustment ( $\pm$  2%) in design ordered by the Architect/Engineer during the work.

## 1.02 CHANGES IN SCOPE

- A. Additional payment may be made for unforeseen or unusual work conducted by order of the Architect/Engineer, and for major additions to the work.
- B. Dewatering shall not be considered unforeseen or unusual work.
- C. Major subtractions from the work shall constitute a lessening of the item bid payment.
- D. Adjustments in payment shall be made at a negotiated price as per contract conditions.
- E. Items of work not specifically ordered by the Architect/Engineer shall not be additional pay items.
- F. Additional pay items shall be allowed only when work is executed pursuant to the Architect/Engineer's prior written instruction. A Change Order shall be issued in accordance with the General Conditions.
- G. Measurement for payment of additional pay items shall be agreed upon daily between the Contractor and Architect/Engineer. Payments shall include provision of granular material, disposal of excavated material, and all other needed features of the work performed.
- H. Planting of vegetation indicated on the Plans shall be included in the lump sum bids for a particular item of work. The Contractor shall not be paid the entire bid amount, less the amount indicated for planting and less specified retainage, until the vegetation has been planted and accepted.

## **PART 2 PRODUCTS**

Not Used

## **Part 3 EXECUTION**

### 3.01 MEASUREMENT

- A. Generally, the percentage of the total required work actually performed or items actually installed per the approved Schedule of Values.
- B. Conducted by the Contractor and observed by the Owner's Representative.

### 3.02 PAYMENT

- A. Include all associated materials and work.
- B. Additional payments shall not be made for any "item" of work not in the "Bid", except work considered to be unforeseen and unusual, or for change in scope when ordered by Architect/Engineer in form of written instructions.

END OF SECTION

**END OF SPECIFICATIONS**

## **APPENDICES**

Not Used