August 11, 2014

BIDDING & CONSTRUCTION DOCUMENTS FOR:

Public Sidewalk, Curb and Catch Basin Replacement
The City of Parma, Ohio

OWNER:

The City of Parma
6611 Ridge Rd.
Parma, OH 44129

PREPARED BY:

City of Parma Community Services & Economic Development Department
5592 Broadview Road, Suite 101
Parma, OH 44134
P: (216) 661-7412
W: etollerup@cityofparma-oh.gov

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TITLE SHEET

A0.0	TITLE SHEET

LEGAL NOTICE

Sealed bids will be received by the Purchasing Director until 11:00 a.m. local time on the 27th day of August, 2014 for Bid No. **12-14** for the **Public Sidewalk, Curb and Catch Basin Repair Program** (Bid Opening at 11:01 a.m. 08/27/2014), and; Bid No. **13-14** for the **Streetscape Improvement Program** (Bid Opening at 11:02 a.m. 08/27/2014) in the City Hall First Floor Conference Room of the City of Parma in accordance with specifications on file with the City of Parma Community Services/Economic Development Department, 5592 Broadview Road, Suite 101, Parma, OH 44134. All questions regarding these documents must be sent in writing via the following fax: **216-661-7407**.

Requests for consideration of any Proposed Equal for a specified product, equipment or service shall be submitted to the City of Parma Community Development Department no later than ten (10) days prior to the bid opening. Additional products, equipment and services shall only be confirmed Approved Equal by Addendum. Bidders shall submit bids that are in compliance with the Standard Conditions of Contract for Construction and Special conditions, if any, included in the Contract Documents.

Bids must be submitted in a sealed envelope and clearly marked with the bid invitation number, opening date, and item being bid. In the event that several invitations are being bid simultaneously, each bid must be submitted in a separate envelope. Bids must be delivered directly to the Office of the Purchasing Director, on the basement level of Parma City Hall, 6611 Ridge Road, Parma, OH 44129, prior to 11:00 a.m. local time on the day of the bid opening at which time all proposals will be publicly opened and read at their scheduled time per bid documents.

Each bid must be on the form prescribed by the City of Parma and **each bid must be accompanied by a certified check on a solvent bank in an amount of 10% of the bid, or a 100% bid bond,** the same being payable to the City of Parma as a guaranty that if the bid is accepted, a contract will be entered into and a surety bond satisfactory to said municipality in an amount equal to 100% of the total bid will be furnished. All bonds must have full name and address for the company acting as surety; full name, mailing address and telephone number of the office, business or agency actually issuing the bond, and; name, mailing address and telephone number of an agent in the State of Ohio authorized to accept services of process for claims on the bonds. The deposit of the successful bidder will be retained until the contract is properly executed and delivered. Deposits of all unsuccessful bidders will be returned immediately following award.

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

Bidders must comply with the Prevailing Wage Rates of Public Improvements in Cuyahoga County and the City of Parma, Ohio as determined by the Ohio Department of Industrial Relations. The Contract Documents may be reviewed for bidding purposes without charge during business hours at the following locations: The City of Parma, Community Services/Economic Development Department, 5592 Broadview Road, Suite

#101, Parma, OH 44134. The City reserves the right to accept all or any part of any bid and to reject any and all bids.

Thomas Weinreich, Purchasing Director

Advertise: Plain Dealer
8/10/14; 8/17/14

NOTICE TO BIDDERS

Sealed bids will be received by the City of Parma, 6611 Ridge Road, Parma, Ohio 44129 for the following project:

2014 Public Sidewalk, Curb & Catch Basin Replacement
2014 Streetscape Improvement Program
The City of Parma
Parma, Cuyahoga County, Ohio

In accordance with the Contract Documents prepared by:

City of Parma Community Services & Economic Development Department
5592 Broadview Road, Suite 101
Parma, OH 44134
Phone (216) 661-7372
Fax (216) 661-7407
Attn: Erik Tollerup
*All questions regarding these documents must be sent in writing via fax.

Requests for consideration of any Proposed Equal for a specified project, equipment or service shall be submitted to the Associate no later than ten (10) days prior to the bid opening. Additional products, equipment and services shall only be confirmed Approved Equal by Addendum.

Bidders shall submit bids that are in compliance with the Standard Conditions of Contract for Construction and Special Conditions, if any, included in the Contract Documents. The City of Parma reserves the right to reject any and all bids.

PREVAILING WAGE RATES AND EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS ARE APPLICABLE TO THIS PROJECT.

Bids will be received for:

2014 Sidewalk, Curb & Catch Basin Replacement Program 16-13
2014 Streetscape Improvement Program 15-13

General Contract Estimate Cost:

12-14 $107,000
13-14 $105,000
City-wide locations

until **Wednesday, August 27th, 2013 at 11:00 a.m.,** at the office of the Purchasing Director, basement level of Parma City Hall, 6611 Ridge Rd., Parma, OH 44129. These bids will be opened and read aloud at 11:01 a.m. for the Sidewalk Program and 11:02 a.m. for the Streetscape Program in the City Hall First Floor Conference Room.

The General Contractor for the Project is responsible for scheduling the Project, coordinating the Contractor and providing other services identified in the Contract Documents.

The Contract Documents may be reviewed for bidding purposes without charge during business hours at the following locations:
City of Parma Community Services & Economic Development Department, 5592 Broadview Road, Suite 101, Parma 44134.

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INSTRUCTIONS TO BIDDERS

A. SEALED BIDS

Sealed bids for improvements (as shown on the plans and as described on the specifications) in the City of Parma will be received at Parma City Hall by the Director of Public Service until 11:00 A.M. on the day stated in the legal notice. Said bids shall be enclosed in an opaque sealed envelope addressed to the attention of the Director of Purchasing and marked with the name of the project, and shall bear the name of the bidder.

B. BID FORM

Each proposal shall be made on the attached "Bid Form" which shall be signed with the full name and address of the proprietorship, partnership, or corporation submitting same. The bid of the proprietorship shall be signed by the Owner, a partnership by one of the general partners, a corporation by a duly authorized officer thereof stating his title. No bid may be withdrawn after delivery to the Director of Purchases. Bidder may, at his discretion, add other pertinent facts or data that he might deem desirable, but his bid MUST BE ON THIS BID FORM.

C. PROPOSAL GUARANTY

No proposal will be considered unless accompanied by a bond in an amount equal to one hundred percent (100%) of the total bid, drawn in favor of the City of Parma, or a certified check, cashier's check, or letter of credit drawn on a solvent bank in Cuyahoga County made payable to the City of Parma in an amount not less than ten percent (10%) of the total amount of the bid. The bid guaranty shall be conditioned upon execution of the contract and the furnishing of a performance bond in the event the contract is awarded to the bidder.

D. CONSIDERATION OF PROPOSALS

No proposal will be accepted from or Contract awarded to any person, firm or corporation that is in arrears or in default

to the Owner upon any debt or Contract, or that is a defaulter as Surety or otherwise on any obligation to the Owner, or has failed to perform faithfully any pervious Contract with the Owner.

Two Proposals from a firm, corporation or association under different names will not be considered. Reasonable grounds for supposing that any bidder is interested in more than one Proposal for this work will be cause for the rejection of all Proposals in which he is interested. When there is reason to believe that there is collusion or combination among the bidders, the bids of those so concerned will be rejected.

The right is reserved to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the judgement of the awarding authority the best interests of the City will be promoted thereby.

E. AWARD OF CONTRACT

The award of the contract, if it is awarded, will be made within sixty (60) calendar days after the opening of proposals 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. The successful bidder will be notified, by letter mailed to the address shown in the proposal, that his bid has been accepted and that he has been awarded the contract.

F. CANCELLATION OF AWARD

The Director of Public Service reserves the right to rescind the award of any contract at any time before the execution of said contract by all parties without any liability against the City.

G. RETURN OF PROPOSAL GUARANTEE

All proposal guaranties will be returned after a satisfactory contract bond has been furnished and the contract has been executed by the successful bidder, or after rejection of all

bids.

H. REQUIREMENT OF CONTRACT AND LABOR AND MATERIAL BONDS

The successful bidder must within ten days after he has received notice of the award to him and before entering into contract furnish a contract bond in the form provided by 153.57 of the Ohio Revised Code in the full amount of his proposal, which bond shall cover the entire contract until final acceptance by the City of this improvement.

The Contract Bond shall include a clause governing the payment of subcontractors, material, men and laborers.

I. EXECUTION OF CONTRACT

The contract shall be signed by the successful bidder and returned, together with the contract bond and other required contract documents, within ten days after the bidder has received notice that the contract has been awarded. No proposal shall be considered binding upon the City of Parma until the execution of the contract.

J. FAILURE TO EXECUTE CONTRACT

Failure to execute the contract and file an acceptable bond shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the City, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the work may be readvertised as the Director of Public Service may decide.

K. CONTRACTOR'S INSURANCE

1. The Contractor shall take out and maintain during the life of this Contract such public liability and property damage insurance as shall protect himself, the Owner and any subcontractor performing work covered by this Contract from any claims for damages or personal injury, including accidental death, as well as claims for property damages which may arise from operations under

this Contract, whether such operations be by himself or by any subcontractor or any directly or indirectly employed by either of them and the amount of insurance shall be as follows.

2. Public Liability Insurance: In an amount not less than five hundred thousand dollars ($500,000.00) for injuries, including accidental death to any one person and subject to the same limit for each person in an amount not less than one million dollars ($1,000,000.00) on account of one occurrence involving injury to more than on person, and property damage insurance in an amount not less than two hundred thousand dollars ($200,000.00) on account of any one accident and in a total of five hundred thousand dollars ($500,000.00) for all accidents occurring during the policy period.

3. The following special hazards shall be covered during the life of this Contract by rider or riders to the policy or policies above required or by separate policies of insurance on amounts as follows:

   a. Public Liability Insurance to cover each automobile, truck or other vehicle used in the performance of the Contract in an amount not less than five hundred thousand dollars ($500,000.00) for injuries or death of one person and not less than one million dollars ($1,000,000.00) on account of injury or death to two or more persons.

   b. Property Damage Liability Insurance to cover each automobile, truck or other vehicle used in the performance of this Contract in an amount not less than five hundred thousand dollars ($500,000.00) in any accident.

   c. Public Liability and Property Damage Insurance to cover the use of explosives used in the performance of this Contract, in the same limits as set forth in the preceding subsections.

   d. The Contractor shall insure for this life of the Contract against all loss or damage by fire at the site and against all loss or damage by the standard extended coverage insurance endorsement. The insurance policy shall be held jointly in the names

of the Owner and the Contractor. The amount of the policy may vary with the extent of the work completed, but shall at all times, be at least equal to the amount paid on account of work and materials plus the value of work on but not paid for by the Owner. Certificates of the insurance companies as to the amount and extent of coverage shall be delivered to the Owner before partial payments are made.

e. Each subcontractor is required to take out and maintain during life of such subcontract such public liability and property damage insurance as shall protect such subcontractor from claims for damages for personal injury including accidental death, as well as claims for property damages, which may arise from operations under any subcontract. Such insurances shall be in such amounts as may be determined by the Contractor with the approval of the Owner, and the subcontractor's insurance shall name the City as co-insured.

4. The policy or policies shall contain the following special provisions: The company agrees than ten (10) days prior to the cancellation or reduction of the insurance afforded by this policy with respect to the Contract involved, written notice will be mailed to the Owner.

L. MAINTENANCE BOND

A two year maintenance bond, in the amount of twenty-five percent (25%) of this contract, shall be required of the successful bidder at his own expense. The three-year term of this guarantee shall begin on the date of final acceptance of this improvement and shall guarantee that this improvement will remain in good condition for and during the entire period of guarantee. If at any time before or during said period of guarantee any defects or omissions become apparent in the work or if it becomes apparent that any of the work is not in accordance with the requirements, or if any work constructed under this contract requires repairs due to defects in materials or workmanship, or for any other cause which may be attributed to the work which is being done or has been done by the Contractor, as determined by the Director of Public Service, the Contractor shall rectify such defects or

omissions within five (5) days of notification and shall complete such corrections within a reasonable length of time at his own expense. If the Contractor fails to rectify such defects or omissions or fails to start such repairs within five (5) days, the City reserves the right to make such corrections at the expense of the Contractor or bonding company.

M. WAGE SCALE AND LABOR

The minimum wage to be paid to all labor and mechanics employed on this contract shall be at the rates determined by the Ohio Department of Industrial Relations for Cuyahoga County.

N. NON-COLLUSION AFFIDAVIT

The Non-Collusion Affidavit, which is part of the bidding documents, shall be properly executed and notarized.

O. QUALIFICATION OF BIDDER

The bidder must furnish information relative to the facilities, ability, and financial resources available for the proper fulfillment of the work on the form attached hereto which is a part of the bidding document.

P. DIRECTOR OF PUBLIC SERVICE

Whenever the term "Director of Public Service" is used herein, the same shall mean the Director of Public Service of the City of Parma, Ohio or his duly authorized agent.

Q. ENGINEER

Whenever the term "Engineer" is used herein, the same shall mean City Engineer of the City of Parma or his duly authorized agent.

R. LICENSING

The Contractor must be licensed and bonded with the City of Parma before execution of the Contract.

S. ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this contract or his right, title to or interest in any part hereof without previous consent in writing by the Owner.

T. SUBLETTING

The Contractor shall not sublet any part of the work included in this contract without the previous written consent of the Owner. In making application for subletting any portion of the work, the Contractor shall state, in writing, on the form provided the portion of the work which each subcontractor is to do or the material which he is to furnish, his place of business and such other information as may be required in order to ascertain whether such subcontractor is responsible, reliable and able to perform the work and to furnish any materials called for in the Specifications. Subletting, if permitted, shall not relieve the prime Contractor for his Surety in any of his or its obligations under this Contract.

Should any subcontractor fail to perform this work to the satisfaction of the Engineer, the Engineer shall have the absolute right to rescind his approval at once and to require the performance of such work by the Contractor himself or through other approved subcontractors.

In case of a General Contractor being acceptable and qualified to do this work and any of his subcontractors being unacceptable to the City, the General Contractor shall secure acceptable subcontractors but will not be allowed to change any of his bid for the work.

U. THE OWNER'S RIGHT TO TERMINATE THE CONTRACT

If the Contractor should be adjudged bankrupt, or if he should

made a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors of for material or labor or disregard statues, ordinances, regulations, orders, or the instructions of the Engineer or otherwise fail to perform any provision of the Contract, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor, and his Surety ten days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, and finish the work whatever method the Owner may deem expedient.

The Surety shall have the right to complete the Contract, but in the event that performance has not been commenced within ten (10) days from the date of the notice of suspension, the Owner has the right to continue in possession of and utilize for the completion of the contract, any and all materials, which the Contractor has delivered upon the site of the work and to prosecute the work to completion as the Owner may deem expedient.

In case the Owner completes the work, 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 engineering, managerial, and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor or his Surety shall pay the difference to the Owner within ten (10) days after being notified in writing of the amount thereof.

V. CORRECTIONS AND ERRORS

All corrections and/or revisions of bid prices, extensions and/or totals shown on the proposal shall be initialed in ink by the Bidder in advance of submission to the City.

In the evaluation of bids, the City will rely on and assume to be accurate all unit prices bid. The City will recalculate unit extensions and bid totals in reliance on the unit prices and will compare bids on the basis of the City's computations,

notwithstanding extensions or totals stated in error by the Bidder.

The City reserves the right, in its sole discretion: to interpret and assess the existence of any other bid error, apparent or otherwise; to correct or not correct any other bid error, apparent or otherwise; and to reject any bid or proposal where such other bid errors, apparent or otherwise, may appear.

W. BIDDER'S SUBMISSIONS

All bidders are hereby informed to submit the complete book of Specifications and Contract Documents properly completed. A Contract Forms Checklist (Sheet CF-1) is included after the Detail Specifications. The bidder should properly complete all of the Forms on the checklist and then place a check on the appropriate line on Sheet CF-1 besides each form completed.

X. BUY "OHIO" PROVISIONS

The Contractor and all subcontractors involved in this project shall, to the extent practicable, use Ohio products, materials, services, and labor in the implementations of this project. The contractor shall submit for approval of the Engineer the location and name of all manufacturers and supplies that will be used on the project. The Contractor shall also submit the name and address of all labor and service companies used on the project prior to their working of the project.

The Engineer may deny the use of out-of-state products, labor, services, and materials if in-state suppliers, workers, and manufacturers are available.

The Contractor is advised that his bid prices should reflect any and all additional costs of the Buy "Ohio" Provisions.

Y. EQUAL OPPORTUNITY REQUIREMENTS

Each bidder must read, complete, sign and date the State of Ohio Equal Employment Opportunity Requirements and Bid

Conditions for OPWC-Assisted Construction Projects (Sheets EOR-1 thru EOR-10) if this is an OPWC Project. In addition, the City of Parma Certificate of Compliance for Equal Opportunity must be completed and submitted with the bid.

Z. DOMESTIC STEEL USE

Domestic steel use requirement as specified in Section 153.001 of the Revised Code apply to this project. Copies of Section 153.001 of the Revised Code can be obtained From any of the offices of the Ohio Department of Administrative Services.

BID FORM

Bids will be received by the City of Parma, 6611 Ridge Rd., Parma, OH 44129 on August 27, 2014 at 11:00 a.m. EDST for the following Project:

Project Name: 2014 Sidewalk, Curb & Catch Basin Replacement Program
The City of Parma, Ohio
Parma/Cuyahoga County

The time for Contract Completion is 45 consecutive calendar days. All bids are to remain valid for a period of 90 days after bid opening.

Having read and examined the Contract Documents, prepared by the City of Parma Community Services & Economic Development Department for the above referenced Project, and the following Addenda:

Addendum No. Date of Receipt

_____ _____

_____ _____

The undersigned Bidder proposes to perform all work for the applicable Contract, in accordance with the Contract Documents, for the following sums:

Item 1. **GENERAL TRADES CONTRACT** – Locations and amounts as Listed

ALL LABOR AND MATERIALS, for the sum of.....$_____

Sum in words: _____

Item #	Description	Quantity	Unit	Unit Cost	Total Cost
1	4" Concrete	8,637	S.F.		
2	6" Concrete	5,059	S.F.		
3	Concrete Curb 18" Full Depth	336	L.F.		

BIDDER'S CERTIFICATION

The Bidder hereby acknowledges that the following representations in this bid are material and not mere recitals:

1. The Bidder has read and understands the Contract Documents and agrees to comply with all the requirements of the Contract Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder which might indicate a contrary intention.

2. The Bidder represents that the bid is based upon the Standards specified by the Contract Documents.

3. The Bidder has visited the Project sites, become familiar with local conditions and has correlated personal observations about the requirements of the Contract Documents. The Bidder has no outstanding questions regarding the interpretation or clarification of the Contract Documents.

4. During performance of the Contract, the Bidder agrees to comply with OAC Chapters 123:2-3 through 123:2-9 and agrees to incorporate the provisions contained in the Governor's January 27, 1972 Executive Order into all subcontracts on the Project, regardless of tier. The Bidder understands the State Equal Opportunity Division may conduct pre-award and post-award compliance reviews to determine if the Bidder maintains nondiscriminatory employment practices, maintains an affirmative action program and is exerting good faith efforts to accomplish the goals of the affirmative action program. For a full statement of the rules regarding Equal Employment Opportunity in the Construction Industry, see OAC Chapters 123:2-1 through 123:2-9.

5. The Bidder and each Person signing on behalf of the Bidder certifies, and in the case of a bid by a joint venture each member thereof certifies as to such member's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Base Bid, any Unit Prices and any Alternate bid in the bid have been arrived at independently, without collusion, consultation, communication or agreement, for the purposes of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate bid with any other Bidder; (b) unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate bid in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who could have an interest in the Base Bid, Unit Prices or Alternate bid; (c) no attempt has been made or will be made by the Bidder to induce any other Person to submit or not to submit a bid for the purpose of restricting competition.

6. The Bidder understands that the Contract is subject to all the provisions, duties, obligations, remedies and penalties of Chapter 4115, ORC, and that the Bidder shall pay any wage increase in the locality during the term of the Contract.

7. The Bidder will execute the Contract Form with ***The City of Parma***, if a Contract is awarded on the basis of this bid, and if the Bidder does not execute the Contract Form for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to ***The City of Parma.***

8. The Bidder certifies that upon the award of a Contract, the Contractor will make a good faith effort to ensure that all of the Contractor's employees, while working on the project site, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way. On and after January 1, 2003, all Bidders entering into a Contract with ***The City of Parma*** certify that they and their Subcontractors will be enrolled, and in good standing in a Drug Free Workplace Program approved by the Ohio Bureau of Workers' Compensation. On or after July 1, 2003, the Bidder certifies that they and their Subcontractors are in compliance with the same requirements.

9. The Bidder agrees to furnish any information requested by ***The City of Parma*** or the Associate to evaluate the responsibility of the Bidder.

10. The Bidder agrees to furnish the submittals required by ***The City of Parma*** for execution of the Contract Form within ten (10) days of the date of the Notice of Intent to Award.

If the Bidder is a corporation, partnership or sole proprietorship, an officer, partner or principal of the Bidder, as applicable, shall print or type the legal name of the Bidder on the line provided, and **sign the Bid Form.** If the Bidder is a joint venture, an officer, partner or principal, as applicable, of each member of the joint venture shall print or type the legal name of the applicable member on the line provided, and **sign the Bid Form.** All signatures must be original.

SIGNATURE & INFORMATION FOR BIDDER

Bidder's Authorized Signature: _____

Please print or type the following:

Name of Bidder's Authorized Signature: _____

Title: _____

Company Name: _____

Mailing Address: _____

_____

Telephone Number: _____

Facsimile Number: _____

E-Mail Address: _____

Where Incorporated: _____

Federal Tax Identification Number: _____

BWC DFWP Enrolled? Yes _____ No _____

Contact person for Contract processing: _____

President or Primary Officer Name and Title: _____

ADDITIONAL SIGNATURE & INFORMATION FOR JOINT VENTURE

Bidder's Authorized Signature: _____

Please print or type the following:

Name of Bidder's Authorized Signature: _____

Title: _____

Company Name: _____

Mailing Address: _____

_____

Telephone Number: _____

Facsimile Number: _____

E-Mail Address: _____

Where Incorporated: _____

Federal Tax Identification Number: _____

BWC DFWP Enrolled? Yes _____ No _____

Contact Person for Contract Processing: _____

President or Primary Office Name and Title: _____

GENERAL CONDITIONS

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GENERAL CONDITIONS

1. INTENT OF CONTRACT

All work and materials mentioned in the Specifications and not shown on the drawings, and all work and materials shown on the drawings and not mentioned in the Specifications, and all work and materials necessary for the completion of the work according to the best engineering practice and true intent and meaning of the Contract Drawings and Specifications shall be furnished, performed and done as if the same were both mentioned in the Specifications and shown on the Drawings.

If the Contractor discovers any error or omission in the Contract Drawings or Specifications or in the work undertaken and performed by him, he shall immediately notify the Engineer and the latter shall promptly verify and correct same. The Contractor, knowing of such error or omission and prior to correction thereof, shall not proceed with any work affected thereby without a written, prior approval from the Engineer.

2. AUTHORITY OF THE ENGINEER

The Engineer will decide all questions that may arise as to the quality and acceptability of materials furnished, work performed and rate of progress. He will decide all questions that may arise as to interpretation of the plans, specifications and other contract documents. He will decide all questions as to the acceptable fulfillment of the contract on the part of the Contractor.

3. LAWS TO BE OBSERVED

The Contractor shall keep fully informed of all Federal, State and local 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 the work. He shall, at all times, observe and comply with all such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the City 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.

The Contractor agrees that in the hiring of employees for the performance of work under this contract or any subcontract herein, no Contractor or subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall, by reason of race, sex, creed or color, discriminate against any citizen of the United States in the employment of labor or workers, who are qualified and

available to perform the work to which the employment relates.

That no Contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, sex, creed or color.

4. COORDINATION OF PLANS, SPECIFICATIONS, GENERAL PROVISIONS AND DETAIL SPECIFICATIONS

These specifications, the supplemental specifications, the plans, special provisions, detail specifications, and all supplemental documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; plans will govern over specifications; supplemental specifications will govern over specifications; and proposals and special provisions will govern over both specifications and plans.

5. SCHEDULING

The Contractor shall submit his schedule for work to be performed which must meet with the approval of the Engineer. All work on this contract, unless otherwise stated on the plans, will be limited to the daylight hours, except in cases of emergency, and then may be performed only if permission is obtained from the Director of Public Service and adequate lighting facilities are used. No work will be permitted on Sundays and Holidays, except to save property or life, or in case of extraordinary emergency, and then only as authorized or directed by the Director of Public Service's office.

6. LOCATION OF EXISTING FACILITIES

The locations of the underground utilities shown on the plans are as obtained from the owners of the utility as required by Section 153.64 ORC.

7. RELOCATION OF UTILITIES

The City has notified all utility companies, all pipe line owners, or other parties affected, and is endeavoring to have all necessary adjustments of the private utility fixtures, pipe lines, and other appurtenances within or adjacent to the limits of construction, made as soon as practicable.

Utility lines, including service connections, meter boxes, valve boxes, and all other utility appurtenances within the limits of the proposed construction which are to be relocated or adjusted are to be moved by others at no cost to the City.

It is understood and agreed that the Contractor has considered in his bid all of the existing utility appurtenances in their present positions and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained by him due to any interference from the said utility appurtenances or the operation of moving them.

8. SOIL CONDITIONS

Bidders shall satisfy themselves as to the nature of the ground at the site of the proposed work and pay particular attention to any soil condition that may affect the progress of the work. The City makes no guarantee, either expressed or implied, as to such ground conditions.

The Contractor is advised that no additional payment shall be made for rock excavation since all excavated material shall be classified as unclassified material.

9. DRAINAGE

The Contractor shall provide and maintain ample means and devices with which to promptly remove and properly dispose of all water entering the construction site when construction is in process, and shall keep said site dry until the construction is completed.

10. CONSTRUCTION STAKING

The Contractor shall, at his own expense, furnish all construction layout staking necessary for the project. The Contractor shall exercise care in the preservation of original reference points and bench marks and shall have them replaced or reset at his expense when they are damaged, lost, displaced or removed.

The Contractor shall provide field forces and set all stakes that are necessary for the correct layout of the work shown on the plans or called for in the Specifications.

When ordered by the Engineer, the Contractor shall furnish additional stakes for any other horizontal or vertical controls, as the Engineer may deem necessary.

For grading operations, the location of slope stakes shall be determined by a calculation method. Stakes for line and grade of all sewers, drains, water lines or underground conduits shall be set at intervals not to exceed fifty feet (50'). Stakes for the line and grade for all pavements, curbing and walks shall be set at intervals not to exceed twenty-five feet (25'). All right-of-way and easement lines shall be staked in such a manner as to clearly define the right-of-way and easement lines of the project.

The Contractor shall be responsible for the finished work conforming to the lines, grades, elevations and dimensions shown on the plans or called for in the specifications. Any inspections or checking of the Contractor's layout by the Engineer and the acceptance of all or any part of it shall not relieve the Contractor of his responsibility to secure proper lines, grades, elevations and dimensions of the several parts of the work.

The Contractor shall use competent personnel and suitable equipment for the layout work required and shall provide that it be done under the supervision of a Registered Professional Engineer or Registered Surveyor.

All of the above and other miscellaneous materials and operations necessary for the completion of the project are the responsibility of the Contractor and should be included in the prices bid for other items of work.

11. PROTECTION OF PROPERTY AND WORK

The Contractor shall, at his own expense, support and protect all structures, conduits, wires, trees, water pipes, gas pipe, sewers, pavements, curbing, sidewalks, equipment and fixtures of all kinds and all other public or private property, whether of this contract or another, that may be encountered or endangered during construction. He shall repair and make good any damage caused to such property.

The Contractor shall use every possible precaution to prevent injury to trees, shrubbery and lawns which may be located on or near the site of the work along public rights-of-way or on private property, and he shall not be permitted to locate any equipment where it would interfere with or injure any trees, shrubbery or lawns, except as otherwise specified herein.

All tree roots encountered in the prosecution of the work shall be protected to avoid damage if possible. All roots greater than 3/4 inches in diameter that are damage shall be properly cut by accepted methods and sealed with approved dressing to insure completed healing over. The City reserves the right to repair any damage to

public utilities or other facilities of the City caused by the work of the Contractor and the cost of such repair shall be borne by the Contractor.

The Contractor shall provide proper facilities, take all necessary precautions and assume the entire cost for protecting the work against vandalism, weather conditions and for handling all storm and flood water, sewage, seepage, ice or snow that may be encountered during the performance of the Contract. It is intended at all times to minimize the inconvenience to all local residents; this includes minimizing noise and eliminating, as soon as possible, the dust and dirt from the work areas.

12. INSPECTION AND TESTING

The Contractor shall pay for an include in his bid for other items all necessary costs of inspection, permits and testing as required by all governmental authorities involved. No work shall be performed unless in the presence of the City Engineer or his authorized representative. The Contractor is required to give 24-hour notice to the City of Parma prior to beginning or discontinuing work. If notice is not given, the Contractor shall be charged for one full day's inspection. If work is cancelled after noon but before a full day is completed, the Contractor shall be charged for one (1) full day (8 hours). The City will deduct the fee from the Contractor's monthly estimates. The current inspection rate for the City of Parma is forty dollars ($40.00) per hour.

13. CERTIFICATIONS OF MATERIALS AND CONFORMANCE TO SPECIFICATIONS

Before being placed in the work, the Contractor shall furnish the Engineer a manufacturer's certification that the material he purchased conforms to the required specifications. Each certification shall specify the amount delivered. The delivery of any material or the performance of any labor hereunder which does not, in all respects, conform to the specifications will be rejected and the Contractor shall be notified at once of such rejection and the reason, therefor, which shall be confirmed in writing. If the said Contractor fails to effect immediate replacement of such rejected materials and labor with materials and labor meeting the requirements of the order, and of these specifications, the City will purchase in the open market, material and labor of the character required under the order up to the amount rejected and the said Contractor and his Surety shall be liable to the City thereby. The Engineer shall have the right to suspend the whole or any part of the work to be done, hereunder, when the Contractor is not doing the work in accordance with the provisions of the contract.

14. UNACCEPTABLE MATERIALS

All materials not conforming to the requirements of the specifications at the time they are used shall be considered unacceptable and shall be removed immediately from the site of the work unless otherwise instructed by the Engineer. No materials, the effects of which have been corrected, shall be used until approval has been given. Upon failure on the part of the Contractor to comply immediately with any order of the Engineer made under the provisions of this section, the Engineer shall have authority to remove and replace defective materials and to deduct the cost of removal and replacement from monies due or to become due to the Contractor.

15. QUANTITIES OF WORK

The quantities of work set forth herein are approximate only and the City reserves the right to modify them or delete any or all of them upon notice to the Contractor. The City may extend the quantities contained herein as may be mutually agreed to by the Contractor. 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 contract items are concerned, payment at the original contract unit prices for the accepted quantities of work done. No allowance 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.

16. CHANGES IN THE WORK

The Owner, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work; the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any claims for extensions of time caused thereby shall be adjusted at the time of ordering such change. The value of such extra work or change shall be determined in one or more of the following ways:

Case A: At the request of the Engineer, in writing, the Contractor shall submit an estimate of cost for the proposed change. The Engineer's approval of the estimate will be in the form of a change order issued by the Owner to all interested parties and shall act as

authorization for the Contractor to proceed with the proposed change.

Case B: By unit prices named in the Contract or subsequently agreed upon by the Owner and Contractor in writing.

Case C: By cost plus percentage or by cost plus a fixed fee.

Note: The choice of Case A, B and/or C lies with the Engineer.

Under "C" case, the Contractor shall keep and present in such form as the Engineer may direct, a correct account of the net cost of labor and materials, together with vouchers. In any case, the Engineer shall certify to the amount, including reasonable allowance for overhead and profit due the Contractor.

Pending final allowance of value, payments on account of changes shall be made only on the Engineer's estimate, under Case "C" only.

If the Contractor claims that any instructions by drawings or otherwise involve extra cost under this contract, he shall give the Engineer written notice thereof within ten (10) days time after the receipt of such instructions except in an emergency endangering life or property and the procedure shall then be as provided for above. No such claim shall be valid unless made so.

Where the Contractor deems extra compensation is due him for work or materials not clearly covered in the contract, or not ordered by the Engineer or Owner as an extra, the Contractor shall notify the Engineer in writing of his intention to make claim for such extra compensation before he begins the work on which he bases such claim. If such notification is not given, or if the Engineer is not afforded proper facilities by the Contractor for keeping strict account of actual costs, then the Contractor hereby agrees to waive the claims for such extra compensation.

In giving instructions, the Engineer shall have authority to make, either by verbal or written orders, minor changes in the work not involving extra cost, and not inconsistent with the purposes of the work. Except in an emergency endangering life or property, no extra work or change involving extra cost shall be made unless in pursuance of a written order by the Owner, and no claim for an addition to the contract sum will be valid unless so ordered.

17. FINAL CLEANUP

Prior to and at the request of the Engineer, the Contractor shall make a final cleanup of the project to the satisfaction of the Engineer.

18. SCOPE OF PAYMENT

The Contractor shall receive and accept compensation provided for in the Contract as full payment for furnishing all 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.

19. MONTHLY ESTIMATES AND PAYMENTS

The Owner shall make payments on account of the Contract as therein provided as follows:

A. The Contractor will on or before the first week of each month make estimates in writing of the materials in place complete and the amount of work performed in conformance with the Contract during the preceding month and the value thereof and submit this estimate to the Engineer for approval. No labor or materials, furnished outside the provisions of the Contract will be paid for unless the same has been provided on the written order of the Engineer.

B. The unit or lump sum price stated in the Contract shall be used in determining the amount to be paid and shall constitute full and final compensation for all the work.

C. Partial payments to the Contractor for work performed under either a unit price or lump sum price item shall be made at the rate of ninety-two percent (92%) of the estimates, less all previous estimates, prepared by the Contractor, and approved by the Engineer, until the Contract is fifty percent (50%) complete as evidenced by the payment of estimates to the Contractor. After the Contract is fifty percent (50%) complete, no further funds shall be retained except the eight percent (8%) of the first fifty percent (50%) of the work performed. Materials are to be paid at the rate of ninety-two percent (92%) of the invoice cost, not to exceed the bid price in a Unit Price Contract, upon delivery to the site of the work provided such materials have been inspected and found to meet specifications. The balance of such invoiced cost of materials shall be paid when such material is incorporated into and becomes a part of such building, construction, addition, improvement, alteration, or installation; all in accordance with Section 153.14 of the Ohio Revised Code.

D. Partial payments to the Contractor for work performed under the lump sum price shall be based on a well-balanced schedule prepared by the Contractor and approved by the Engineer who

shall apportion the lump sum price to the principal features entering into or forming a part of the work under the lump sum price.

E. When the rate of work and amounts involved are so large that it is deemed advisable by the Owner or Contractor, estimates and payments shall be made twice each month.

F. Ten (10) days after the final measurements have been made, the Engineer shall submit the final estimate in full for all work performed under this Contract.

G. All estimates made prior to the final estimate shall be subject to correction at the time of the final estimate and final payment.

20. TIME FOR COMPLETION

Work on this contract shall commence within five (5) calendar days after execution of the Contract and without notice from the Owner, unless by reason of special conditions arising after execution of the Contract, the Owner and Contractor agree in writing to postpone commencement of the work hereunder. If the Contractor requests that the Director issue a notice to proceed, said article shall be given to the Contractor.

The Contractor shall state on the bid form, where provided for, the number of consecutive calendar days required to complete the work herein contemplated. Where equal bids are received, the time of completion may be used in determining the lowest and best bid.

The work shall be carried on with such force and in such manner and order and at such points that within the number of calendar days as set forth in the bid form, or as may be modified or extended as mutually agreed upon, and as computed from the date of notice of authorization to proceed, the whole work shall be performed.

The Contractor shall work continuously until the work is completed and shall not leave the job site until all phases are acceptable to the Engineer.

It is mutually agreed by and between the parties hereto that time is an essential part of this contract and that if the Contractor shall fail to complete the work as herein provided within the time fixed, or extended as mutually agreed upon, the City may retain as liquidated damages incident to such delay, from the monies which are or may become due said Contractor, and for every calendar day the completion of the work be delayed beyond the time set forth herein for such completion, according to the schedule set forth below.

It is agreed by and between the parties hereto that inasmuch as expenses and inconveniences and other damages will be sustained by the City in the event that said Contractor fails to perform the work herein specified within the time herein set forth, such as inconvenience to the public, engineering expenses, interest charges, wages of clerks, salaries of inspectors, delay caused to other work by failure to perform this contract, and other elements, some of which are indefinite and, in some cases, in susceptible of easy proof, an amount equal to that stated below for each calendar day's delay shall be considered as liquidated damages and not as a penalty and shall become due said City as full payment for all such expenses and damages sustained by it by the failure of the Contractor to complete the work as herein specified.

ORIGINAL CONTRACT AMOUNT FROM	TO	LIQUIDATED DAMAGES PER CALENDAR DAY
$0	$100,000.	$100.00
100,000.	500,000.	200.00
500,000.	1,000,000.	300.00
1,000,000.	1,500,000.	500.00
1,500,000.	2,000,000.	750.00
2,000,000.	> 2,000,000.	1,000.00

21. BARRICADES, LIGHTS AND SIGNS

When permission is granted to close a section of road to traffic, the Contractor shall provide, erect and maintain neat and substantial barricades, and warning lights at each end of the closed section and at all intersecting roads. A fire lane shall be maintained at all times even when permission is granted to close a portion of the road, and access shall be provided to fire hydrants and all other utility appurtenances.

Where traffic is maintained the Contractor shall provide, erect and maintain signs, warning lights, and flagmen as may be necessary to protect the workmen and to safeguard the public.

The Contractor will be held responsible for all damages or injury to persons or property even though barricades, signs, warning lights and flagmen are installed as required above. The Contractor's responsibility for the maintenance of the aforesaid shall not cease until the work has been accepted. Openings left on traveled surfaces shall be maintained with steel plates or other materials as approved by the Engineer.

22. SANITARY FACILITIES

The Contractor shall provide and maintain in a neat and sanitary condition such accommodation for his employees as may be necessary to comply with statues, requirements and regulations of the state or legal authority having jurisdiction, and as approved by the Engineer.

23. DAMAGES AND CLAIMS

The Contractor shall defend and hold harmless the Owner and its officers and agents, from all claims of any nature whatsoever by any person, firm or corporation, for damages either to person or property, arising in any manner out of the carrying on of the work; and against liability from all claims relating to labor or materials furnished for the work; and claims to inventions, patents, and patent rights used in doing the work.

In case of the Owner or its representatives are compelled to pay any money on account of any claim due to this contract or the work done under it, the Contractor or his Surety shall refund the same together with all expenses connected therewith.

24. CORRECTIONS AND ERRORS

All correction and/or revisions of bid prices, extensions, and/or totals shown on the proposal shall be initialed in ink by the Bidder in advance of submission to the City.

In the evaluation of bids, the City will rely on and assume to be accurate all unit prices bid. The City will recalculate unit extensions and bid totals in reliance on the unit prices and will compare bids on the basis of the City's computations, notwithstanding extensions or totals stated in error by the Bidder.

The City reserves the right, in its sole discretion: to interpret and assess the existence of any other bid error, apparent or otherwise; to correct or not correct any other bid errors, apparent or otherwise; and to reject any bid or proposal where such other bid errors, apparent or otherwise, may appear.

SUPPLEMENTAL GENERAL CONDITIONS

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SUPPLEMENTAL GENERAL CONDITIONS

1. SCOPE

These "Supplemental General Conditions" amplify or modify the "General Conditions". Where any article of the "General Conditions" is supplemented hereby, the original provisions remain in effect and the supplementary portion shall be considered as added.

2. SPECIFICATIONS AND CONTRACT DRAWINGS TO BE PART OF CONTRACT

Specifications, contract drawings, statements and the proposals which accompany the bids and which are accepted herewith, and which do not conflict with the provisions herein contained, shall be part of any contract that is entered into for the purchase of any material or work, or both, herein anticipated by the City of Parma. All work and materials mentioned in the specifications and not shown on the drawings, and all work, and material shown on the drawings and not mentioned in the specifications, and all work and materials necessary for the completion of the work according to the true intent and meaning of contract drawings and specifications, shall be furnished, performed and done as if the same were both mentioned in the specifications and shown on the drawings.

3. SOIL CONDITIONS

Subject to the convenience of the City of Parma. and by obtaining the necessary permits from the City of Parma, prospective bidders shall be permitted to explore the site by making borings or digging test pits. In such event, the work shall be done at the sole expense and risk of the bidder, who shall maintain and restore the site to an original condition of safety.

4. STRUCTURES ENCOUNTERED

A. The Contractor shall, at Contractor expense, support and protect all buildings, bridges, conduits, wires, water pipes, gas pipes, sewers, pavements, curbing, sidewalks and fixtures of all kinds and all other public or private property that may be encountered or endangered in the prosecution of the work herein contemplated and that are not otherwise provided for in the Charter of Franchise relating to same. The Contractor shall repair and make good any damage caused to such property by reason of his or her operation.

B. The City of Parma reserves the right to repair any damage to water connections caused by the work of the Contractor, the cost of such repair to be borne by the Contractor. In the event the Contractor refuses or fails to pay bills for such repair work upon presentation, the cost of the same shall be deducted from any money that may be due the Contractor on partial or final estimates as herein provided.

C. Should it become necessary, in order to clear the structures being built under this contract, to change the position of any conduits, gas pipes, or other pipes, wires or structures of any character except water pipes, sewers and sewer house connections, or should such change in positions be essential to the proper building of the structures, the Contractor shall notify

the Director of Public Service of the circumstances, stating the location and nature of the structure involved, and shall cease work if necessary until proper arrangements can be made to care for the same. The cost of changing the position of any such structure, except water pipes, sewers and sewer service connections, shall not he an obligation of the Contractor under this contract, but no claim for damage due to delay or any other cause by any change in location of the structures herein mentioned will be considered or allowed by the City of Parma.

D. The Contractor shall notify, in writing, with copy to the Director of Public Service, companies, owners or others in responsible charge of any structures that may be affected by the Contractor's operations, and such notice shall be given in ample time to permit such companies, owners or others to take proper protective measures before such structures are in any way endangered by the work under this contract.

The Contractor shall not hinder or interfere with any such companies, owners or others in moving, supporting or otherwise protecting their property and structures, but shall afford them every reasonable facility in taking such protective measures as may be necessary.

1. The names and addresses of the owners of underground utility facilities and structures that may be within the construction area work limits of this public improvement are listed herein. The Director of Public Service will, within ten calendar days after award of the contract, notify in writing, by certified mail with return receipt requested, all owners of underground facilities, including those listed herein:

Existing Utilities:

Cleveland Electric Illuminating Co.
55 Public Square
Cleveland, Ohio 44113
216-552-9800

Columbia Gas if Ohio
7080 Fry Road
Middleburg Heights, Ohio 44130
440-243-1000

Dominion East Ohio Gas Company
1201 East 55th Street
Cleveland, Ohio 44103
216-391-2100

SBC
13630 Lorain Avenue
Cleveland, Ohio 44111
216-822-6241

City of Cleveland
Division of Water
1201 Lakeside Avenue
Cleveland, Ohio 44114
216-664-2444

City of Cleveland
Division of Water Pollution Control
12301 Kirby Ave.
Cleveland, Ohio 44108
216-664-2750

Ohio Utilities Protection Service (O.U.P.S.)
100 Federal Plaza East Lower Level
Youngstown, Ohio 44503
1-800-362-2764

Northeast Ohio Regional Sewer District
3900 Euclid Avenue
Cleveland, Ohio 44115-2505
216-881-6600

A T & T (Long Lines)
3833 Weymouth Road
Medina, Ohio 44256
330-725-4552

2. The Contractor shall, at least two (2) working days, excluding Saturdays, Sundays and legal holidays, prior to starting work, notify O.U.P.S. and those owners of underground utility facilities and any other structures by certified mail with return receipt requested. The Contractor shall present a copy of the return receipt to the Director of Public Service before the Contractor will be authorized to begin construction in the vicinity of any facilities either shown on the plans or located by the owner thereof. The Contractor's notification shall be given in ample time to permit utility companies, owners or others to take proper protective measures before such facilities or structures are in any way endangered by the work under this contract. The Contractor shall not hinder or interfere with any such companies, owners or others in moving, supporting or otherwise protecting their property or structures, but shall afford them every reasonable facility in taking such protective measures as may be necessary. The Contractor's attention is directed to the provisions related to Public Improvements in Section 153.64 of the Ohio Revised Code.

3. By submitting a bid, it is understood and agreed that the Contractor has considered all of the permanent and temporary underground utility facilities, utility appurtenances and any structures in their present or relocated positions affecting this public improvement.

5. PROTECTION OF WORK - EXTENDED REQUIREMENTS

The work performed under this Contract directly affects the health, safety, and welfare of the citizens in the community. The Contractor shall at all times maintain the work so as to be free from hazardous conditions, to provide water service to all customers and to provide adequate fire protection for the area. Should the Director of Public Service or an authorized representative determine that the work is deficient in this respect, the Director of Public Service will so notify the Contractor and the Contractor shall immediately remedy the deficiency. The Contractor shall effect such remedy within two (2) hours after being so notified. Should the Contractor fail to respond to the notification for immediate remedy, the Contractor shall be charged in the amount of fifty ($50.00) dollars for each hour beyond two (2) hours herein established.

If the Director of Public Service determines that the nature of the deficiency is such that the remedy can be deferred until the next day, and the Contractor fails to perform the work the following day, the Contractor shall be charged in the amount of one hundred. dollars ($100.00) for each additional day the work is not performed.

If the Contractor fails to effect a remedy in a timely manner, the Director of Public Service may cause the work to be done by City of Parma forces or other contractor at the cost of the Contractor.

All charges stipulated under this paragraph will be deducted from payments due to the Contractor under terms of the Contract.

6. EXPERIMENTAL METHODS, EQUIPMENT AND MATERIAL PROHIBITED

The use of any experimental or untried methods, or the use or installation of any experimental or untried materials or equipment or any combination of either or both, shall not be allowed. Each bidder shall, if so required by the Director of Public Service, submit ample proof that the method of doing any of the work contemplated under these specifications has been successfully used for like work for a period of at least five (5) years, or that the materials or equipment or any combination of either or both proposed to be used on, or furnished for such contemplated work, is of a reliable make and is of a type that has been successfully used in practical service outside of the Contractor's works, for a period of not less than five (5) years.

7. EXPERIENCE

If the Contractor has not previously completed a contract of a similar size and nature for either the City of Parma or any other municipality in the State of Ohio, the Contractor shall be required to demonstrate to the satisfaction of the Director of Public Service that he or she has the required experience by submitting proof of all of the following in a notarized statement. This notarized statement must be submitted with the bid package.

A. That the Contractor and/or Subcontractors currently has the required equipment, organization, capital and ability to complete this project.

8. DIMENSIONS, DETAILED DRAWINGS AND ELEVATIONS

Figured dimensions on drawings shall take precedence over measurements by scale and detailed drawings are to take precedence over general drawings and shall be considered as explanatory of them and not as indicating extra work. If, however, any of the detailed drawings show more elaborate or expensive work than is specified and indicated by the contract drawings, notice thereof must e given to the Director of Public Service by the Contractor within ten (10) days after the receipt of such detailed drawings in order that the drawings may be amended or the additional expense on account of such work may be adjusted and authorized. If the Director of Public Service does not receive such notice from the Contractor within ten (10) days after detailed drawings have been received, it is hereby agreed that the Contractor accepts the drawings and will execute them without claim for extra compensation.

9. FLOODS AND FREEZING WEATHER

Proper facilities shall be provided for protecting the work from damage by flood, rain or frost, and work done in freezing weather shall be done in such manner as the Director of Public Service may approve. Valves shall be protected from freezing.

10. TEMPORARY BRIDGES, CROSSINGS AND ROADWAYS

A. The Contractor shall conduct work so as to interfere as little as possible with public travel. Whenever it is necessary to cross or interfere with railroads, street railways, roads and driveways (public or private), the Contractor shall, at his or her own expense and in a manner satisfactory to the Director of Public Service, provide and maintain suitable and safe bridges or other temporary expedients for the accommodation of public travel and shall give reasonable notice to such owners before interfering with them.

B. The Contractor shall promptly remove any temporary bridge, crossing, walks or roadways erected and maintained by the Contractor when ordered to do so by the Director of Public Service.

11. TREES, SHRUBBERY AND LAWNS

A. The Contractor shall use every possible precaution to prevent injury to trees, shrubbery and lawns which may be located on the site of the work, and shall not be permitted to locate any construction equipment where the same would interfere with or injure any trees, shrubbery or lawns. All shrubbery and lawns, either within the limits of the excavation or contiguous to the work, shall be replaced or restored to a condition at least as good as at the time of the commencement of work. Any trees needlessly injured or destroyed shall be restored or replaced.

B. Where trees of less than two (2") inches in diameter are encountered within the limits of the excavation, the Contractor shall, where directed, remove, properly protect and replace them. Where larger trees are encountered the Contractor shall tunnel under the trees when, in the opinion of the Director of Public Service, the trees may be saved by so doing.

12. POLES

The Contractor shall, in a manner satisfactory to the Director of Public Service, support all poles, the security of which are affected by work under this contract. The Contractor shall notify the owners of such property so that these owners may cooperate in the protection of their property.

13. CHANGES IN SEWERS, CATCH BASINS ETC.

A. The Contract Drawings show certain sewers and appurtenances in certain locations. The City of Parma does not guarantee that all sewers appurtenances are shown nor that locations given are accurate. The City of Parma will not entertain any claim from the Contractor that is based on the failure to have correctly indicated any sewer or appurtenance.

B. Whenever in the execution of the work being done under this contract, interferences develop between the proposed work and appurtenances and existing sewers, sewer connections, drains, catch basins, sewer manholes or connections to same, the matter shall be referred for instruction to the Director of Public Service and to the municipalities or townships in which the work is being done. If the Director of Public Service with the approval of the proper local authorities orders the Contractor to change the location of any sewer, sewer connection, drain, catch basin, sewer manhole or connection to the same, then the Contractor shall remove and rebuild same.

C. If the work to be done under this contract interferes with the existing sewer connections or sewer extensions referred to in the preceding paragraph, then the Contractor, when so ordered by the Director of Public Service, shall make such changes in the gradient of the sewer connections or extensions to avoid this interference. If necessary, these changes shall be carried to the main sewer and shall include the requisite changes in the main sewer itself.

D. Whenever sewers or sewer service connections cross over the work herein contemplated, the Contractor shall surround the sewers or connections with not less than six inches of 1:3:6 concrete. This concrete protection shall be supported and extend across and beyond the full width of the trench so as to provide each side at least one foot of bearing on firm ground.

E. If, for any reason, interferences between the work herein to be done and sewer connections or extensions cannot be remedied as noted in the preceding paragraphs, or should the Contractor be prohibited from such procedure, then the Contractor when so ordered by the Director of Public Service, shall construct new sewers in such locations as shall be approved by the Director of Public Service and the municipalities or townships in which the work is to be done. The Contractor shall connect all existing sewer connections to the new sewers.

F. If the Contractor is prohibited from changing the gradients of sewer connections or extensions, or if it is advisable to construct new sewers rather than change the gradients of sewer connections or extensions in order to avoid interferences with the work provided for under this contract, then upon written request of the Contractor and written approval of the Director of Public Service, and other proper authorities, such

new sewers may be constructed including the connection of all existing sewer connections to the new sewers.

G. Wherever the work herein contemplated passes through the crown of a sewer, drain or culvert, the work of removing the required amount of masonry and rebuilding the sewer, drain or culvert shall be done by the Contractor.

H. All sewer construction work in the City of Parma shall be done in accordance with the adopted ordinances, rules and regulations of the City of Parma and shall be subject to the supervision, inspection and approval of the Director of Public Service.

14 WATER COURSES

Should it become necessary to change the flow of water courses, the Contractor shall at his or her own expense, provide suitable temporary water channels and shall hold the City of Parma harmless against all claims for damages growing out of obstructions to the proper flow of these water courses.

15. FIELD INSPECTION COSTS (Not Used)

16. NIGHT WORK

Whenever streets or driveway crossings are encountered in the prosecution of the work, the Contractor shall be required to work diligently and quickly in order to avoid interference with traffic, and when required by the Director of Public Service to do so, shall work day and night, or nights if necessary so that the interference with traffic is reduced to a minimum.

17. CULVERTS

Where culverts for road ditch drainage are encountered under driveways, side streets, etc., whether of tile, wood, metal or whatever material, they shall be protected or removed, preserved and replaced, or suitable equal culverts furnished and placed, all to the satisfaction of the Director of Public Service and the municipalities in which the work is being done.

18. REMOVAL OF WATER

The Contractor shall provide all necessary pumps, pipes, drains, ditches and other means for removing water from excavations or other parts of the work, or for preventing sides from sliding or caving, and shall remove the water. The Contractor shall provide additional pumps or drains at any place the Director of Public Service deems necessary.

19. CONTRACTOR'S OFFICE (Not. Used)

20. FIRE AND EXTENDED COVERAGE INSURANCE

The Contractor shall insure for the life of the contract against all loss or damage by theft, vandalism, fire, water, hurricane, windstorm, hail, lightning, explosion, riot, civil commotion, aircraft, smoke, vehicles and other hazards covered by the standard extended coverage insurance endorsement. The insurance policy shall be held jointly in the name of the City of Parma and the Contractor. The amount of the policy may vary with the extent of the work, completed, but shall at all times be at least equal to the amount paid on account of work done and materials on hand as furnished or delivered by the Contractor. Certificates from the insurance companies showing the amount and extent of coverage shall be delivered to the City of Parma before partial payments are made against any estimate for payment.

21. PROTECTION OF PROPERTY

A. The Contractor shall be responsible for the protection and preservation of all public and private property.

B. The Contractor shall be responsible for all damages or injury of any character to property during the performance of the work, resulting from any act, omission, neglect or misconduct in the manner or method of doing the work.

C. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the performance of the proposed work, or in consequence of the nonperformance thereof by the Contractor, the Contractor shall restore, at the Contractor's expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or shall make good such damage or injury in an acceptable manner.

D. At points where the Contractor's work is adjacent to property or buildings, damage to which might result in loss or inconvenience, work, shall not be performed until all arrangements necessary for the protection thereof have been made to the satisfaction of the Director of Public Service.

22. LOCAL JURISDICTION, PERMITS, LICENSES, NOTICES, ETC.

A. The Contractor shall keep fully informed of all local laws, ordinances and regulations and all orders of authorities having jurisdiction or authority which in any way affect the conduct of the work to be performed under this contract. The Contractor shall procure all necessary permits and licenses and pay all required charges and fees.

B. The Contractor shall give Special Notice, in writing and in person, to Ward Council persons, Police Chief and Fire Chief. This Special Notice shall describe the work, the area affected, dates work will begin, expected date of completion, and times that hydrants, temporary or permanent, will be flushed. The Contractor shall submit copies of such Special Notices to the Director of Public Service. The Contractor shall notify these same above mentioned parties when all work is actually completed. The Contractor shall also post appropriate signs along the streets where flushing is to be done at least three (3) days prior to such work.

C. The Contractor shall give and distribute all other notices specified, necessary and incidental to the proposed work,. The Contractor shall deliver to each dwelling unit or water customer affected by the proposed work a Notice Form at least one (1) week before any work is started. The City of Parma will furnish the required number of Notice Forms.

D. The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for use by his or her employees as may be necessary to comply with the requirements of the local authorities having jurisdiction.

E. The Contractor shall at all times so conduct work as to assure the least possible obstruction to traffic and interference with the use of the work. site by local authorities. The Contractor shall also assure the safety and convenience of the general public, employees or representatives of the City of Parma and the residents of the area. The Contractor shall provide and maintain safeguards. safety devices and protective equipment and take any other needed actions as may be necessary to protect the public and property in connection with the work.

F. The presence of barricades or lights provided and maintained by any party other than the Contractor shall not relieve the Contractor of this responsibility.

G. Temporary barricades and/or lights or other control devices and facilities shall be furnished, erected, maintained and removed as necessary by the Contractor to give warning and protection in the work area.

23. INDEMNIFICATION

A. The Contractor shall indemnify and hold harmless the City of Parma. City of Cleveland, the Director of Public Service, the Engineer, and their representatives 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.

B. In any and all claims against the City of Parma, the City of Cleveland, the Director of Public Service, the Engineer, or any of their representatives 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 of the Contractor under this section 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 workmen's compensation acts, disability benefit acts or other employee benefit acts.

24. TOILET FACILITIES

The Contractor shall furnish suitable toilet facilities for the workers on this project.

25. SIGNS

A. Before commencing work on any street or in any work area included in this improvement project, the Contractor shall furnish, erect and maintain two signs on such street or the entrances to a work area in the location ordered by the Director of Public Service. The signs shall remain in place until all work on the street or in the area has been completed.

B. The Construction of and the wording on the signs shall conform to the detailed sketches which are made a part of these specifications and enclosed herein.

C. The signs shall remain the property of the Contractor. The cost of furnishing, erecting, maintaining and removing the signs shall be included in the cost of the work.

26. MATERIALS GUARANTEE AND EXTENDED GUARANTEE PERIOD

All materials used in the project under this contract shall be new and unused.

The period of guarantee shall be thirty six (36) months.

The equipment, hereinafter specified, shall meet all applicable requirements set forth in 29 Code of Federal Regulation 1910 (OSHA) and 40 Code of Federal Regulations 201 through 211 (Noise Abatement Programs).

27. ORDERING OF MATERIAL BY CONTRACTOR

The Contractor shall order all necessary materials required for the work in such a sequence as to expedite the work to completion. A delay in ordering of material that will slow or stop work will not be considered by the Director of Public Service when a request for extension of time has been issued. The Contractor shall furnish to the Director of Public Service evidence that materials required have been ordered and their expected delivery dates.

28. CLEAN UP

The Contractor shall clean up all debris from construction sites as soon as possible. The Contractor shall not leave debris behind in areas and move on to other areas, but shall clean up the work areas as the job progresses.

29. RESPONSIBILITY OF CONTRACTOR AND SUBCONTRACTOR

The Contractor shall notify other contractors or subcontractors of work which will affect the installation of their material. It is imperative that the Contractor and all subcontractors cooperate fully in the execution of their work. All work must be so coordinated that progress is maintained. Delivery of materials shall be properly scheduled and the proper labor must be on hand for the installation of same.

The safety provisions of applicable state and municipal laws, ordinances and regulations shall be

strictly observed and proper safety measures shall be used to prevent accident or injury.

The Contractor shall clarify and apportion the furnishing of materials and the performance of labor to the various trades involved, in accordance with the local customs, rules, and jurisdictional awards. regulations and the like, insofar as may be applicable to this work, regardless of the classification as indicated in the Detail Specifications.

The contracting public authority entering into this public improvement contract shall be the Director of Public Service, City of Parma. To comply with "Prevailing Rates of Wages", all required submittals shall be made through the Engineer, who shall be the person signifying that the "Prices Charged (are) Correct" on the Director's written estimates of payment. The Engineer will then file the submittal with the Prevailing Wage Coordinator.

30. PERCENTAGE OF WORK PERFORMED BY CONTRACTOR'S FORCES

The Contractor shall be required to perform a minimum of 20 percent of installed work by persons in his or her employ and under his or her direct supervision. The Contractor shall furnish all payroll records, personnel rosters, quantities, work records and any further proof that may be required by the Director of Public Service in order to verify that the Contractor has performed the minimum required portions of work. The bidders shall indicate to the Director of Public Service what portions of work will comprise the Contractor's minimum percentages of installed work and substantiate to the satisfaction of the Director of Public Service the method used in arriving at said percentages.

31. MBE/FBE GOALS (Not Used)

32. INSURANCE-SUPPLEMENTAL REQUIREMENTS (Not Used)

33. SCHEDULE

Before beginning any work, the Contractor shall submit to the City of Parma for approval a detailed schedule of the Contractor's work schedule.

34. AS-BUILT DRAWINGS

The Contractor shall provide the City of Parma with accurate as-built drawings showing the exact location of all new sewers, sewer lateral connections and manholes installed, including pipe lengths, grades, flow lines and top of casting. A registered Professional Engineer shall seal the drawings. Payment for as-built drawings shall be made at the contract unit price bid per linear feet of pipe for as-built drawings, complete.

35. JOB SITES SAFETY CONSIDERATIONS

The Contractor shall follow the requirements of the U.S. Department of Labor regulations under the Occupational Health and Safety Act Standards for the Construction Industry (29 Code of

federal Regulations 1910 through 1926). The Contractor shall certify that his or her organization will, additionally, comply with 29 CFR 1926 Subpart P (Excavations, Trenching and Shoring) and 29 CFR 1910.1200 (Confined Space Entry Requirements).

The Contractor, where working in the "right of way" shall follow the requirements of the State of Ohio Department of Transportation's regulations (Part 7) set forth in the Ohio Manual of Construction and Maintenance Operations.

36. MATERIAL DISPOSAL

The Contractor shall not dump any waste materials on any City property without written permissioon of the Director of Public Service, or on other property without the written permission of the owner or lessee thereof, and the Direcotor of Public Service. When such permission is granted, dumping shall be subject to regulations prescribed by the Director of Public Service.

37. RESTORATION OF TREELAWNS

The Contractor shall replace those portions of treelawn as indicated under various bid items in the Detailed Specifications and its responsible for damage to all other lawns. He shall restore all grass areas by seeding and mulching. This work shall consist of cutting the existing turf to a neat edge, placing topsoil as needed and fertilizer at the rate of 20 pounds per 1,000 square feet raked into soil a minimum of 1 inch deep. Seed and mulch shall be placed in accordance with ODOT CMS Item 659 using the seed mixture for urban areas. The Contractor shall water the newly planted grass areas and provide watering as required until a good growth of grass acceptable to the Engineer is obtained.

38. CONVENIENCE TO THE PUBLIC

It is intended that the public be put to a minimum of inconvenience due to the construction work. The Contractor must gherefore complete the work as rapidly as possible, once it is begun. The Engineer will pay particular attention to the scheduling and prosectuion of the work.

39. TRACKING MUD UPON PUBLIC WAYS

It shall be the duty of the Contractor to supervise the handling of all traffic entering and leaving the property under construction to prevent mud or debris of any nature from being tracked onto the sidewalks and streets of the City.

40. PAYMENT

The Contractor is hereby notified that all of the costs generated by the conditions imposed by these "Supplemental General Conditions" except in cases where such costs are expressly provided for otherwise within the Contract Bid Proposal, shall be borne by the Contractor; and that cases where specified items covering such costs do not appear in the Contract Bid Proposal, such costs shall be included in the lump sum or unit prices bid for other items of work..

INFORMATION SHOWING QUALIFICATIONS OF BIDDER

The bidder shall furnish below information relative to the experience, facilities, and financial resources available for the proper fulfillment of a Contract should same be awarded.

Municipal Experience: At least five (5) years of demonstrated municipal Sidewalk and Curb contract performance.

**Attach and insert separate document listing the year in which the municipal contract was performed, the name of the municipality and the scope of the project.

Facilities: Plant and/or equipment available for immediate use on the proposed work.

**Attach and insert separate document listing facilities.

Financial Resources: Name and business address from whom information relative to financial resources may be obtained.

_____

_____

_____

LISTING OF SUB CONTRACTORS

The undersigned offers the following information relative to the subcontractors he intends to use on this contract if such be awarded to him.

1. Description of work to be sublet _____

_____

_____

Name and Address of Subcontractor: _____

_____

2. Description of work to be sublet _____

_____

_____

Name and Address of Subcontractor: _____

_____

3. Description of work to be sublet _____

_____

_____

ame and Address of ubcontractor _____

_____

. Description of work to be ublet _____

_____

_____

me and Address of bcontractor _____

_____

gnature of Bidder:

Bidder: _____

By: _____

Title: _____

SERVICES AND LABOR

The Bidder shall list all products, materials, services and labor that will be supplied or manufactured by sources outside the State of Ohio by both the bidder and subcontractors.

Materials Manufactured or Supplied by Non-Ohio Companies:

Bidder: _____

_____

_____

Subcontractors: _____

_____

_____

Products Manufactured or Supplied by Non-Ohio Companies:

Bidder: _____

_____

_____

Subcontractors: _____

_____

_____

Services to be supplied by Non-Ohio Companies or Individuals:

Bidder: _____

_____

_____

Subcontractors: _____

_____

_____

Labor to be supplied by Non-Ohio Companies or Individuals:

Bidder: _____

_____

_____

Subcontractors: _____

_____

_____

NON COLLUSION AFFIDAVIT

NOTE: This affidavit, properly executed and containing all required information must accompany your bid. IF YOU FAIL TO COMPLY YOUR BID MAY NOT BE CONSIDERED.

STATE OF OHIO)
) SS
CUYAHOGA COUNTY)

_____ being first duly sworn deposes and says:

Individual only: That he is an individual doing business under the name of _____ at _____ in the City of _____ State of _____

Partnership only: That he is the duly authorized representative of a partnership doing business under the name of _____ at _____ in the City of _____ State of _____

Corporation only: That he is the duly authorized qualified and acting _____ of _____ a corporation organized and existing under the laws of the State of _____.

and that he, said partnership of said corporation, is filing herewith a proposal or bid to the City of Parma in conformity with the foregoing specifications;