

# BID BOOK

## City of Wadsworth, Ohio Weatherstone Sidewalk Installation Project

Contract 2023-424

May 2023



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**CITY OF WADSWORTH**

**BID BOOK FOR  
WEATHERSTONE SIDEWALK INSTALLATION PROJECT  
CONTRACT 2023-424**

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**INFORMATION FOR BIDDERS  
GENERAL CONDITIONS**

**1. BID BOOK**

- 1.1 This bid book consists of five parts. The first part contains information for bidders, the standard general conditions of City of Wadsworth public improvement contracts (the “general conditions”), the additional conditions specific to this public improvement contract (the “special conditions”), and the items to be included in the bid applicable to this project. The second part of the bid book contains the bid form that must be completed in full by each bidder and other forms which must be completed and submitted together with the bid. The third part of the bid book contains substantially the form and terms of the agreement to be entered into by the City and the Successful Bidder if the contract is awarded and all legal requisites are satisfied for entering into the contract. The form of the agreement assumes that the Successful Bidder will be a corporation and will be modified appropriately, if necessary, if the Successful Bidder is not a corporation. The fourth part of this bid book includes the prevailing wage rates applicable to this project. The fifth part of this bid book includes the approved construction drawings. After the award of the contract, a contract book will be prepared by the City and submitted to the Successful Bidder containing a copy of part one of the bid book, a copy of the forms in part two of the bid book as completed by the Successful Bidder and the final form of the agreement. When executed by the Successful Bidder and by City, an electronic copy of the contract book will be returned to the Successful Bidder and the original contract book retained by the City.
- 1.2 Since it has been the experience of the City that bidders on public improvement projects are usually corporations, neutral gender pronouns are generally used in this bid book for Bidders, the Successful Bidder and the Contractor. Words of one gender used in this bid book include the other genders, words in the singular include the plural, words in the plural include the singular and words in the present tense include the future.

**2. EXAMINATION OF BID BOOK**

- 2.1 Each Bidder is responsible to thoroughly review all parts of the Bid Book. By making a bid on the project, each Bidder is deemed to have represented to City that if awarded the Contract that it is agreeable to all of the terms set forth in the form of agreement set forth in part three of this Bid Book and all of the contract documents defined in the agreement.

**3. EXAMINATION OF SITE, DRAWING, ETC.**

- 3.1 Each Bidder shall visit the site of the proposed work and become fully acquainted with the conditions relating to construction and labor so as to fully understand the facilities, difficulties and restrictions attending the execution of the work under the contract and shall thoroughly examine and be familiar with the Drawings and Specifications. The failure or omission of a Bidder to receive or examine any form, instrument or addendum or other document or to visit the site and become acquainted with the conditions there existing shall in no way relieve the Bidder from any obligation with respect to Bidder’s Bid or to the

Contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

#### **4. SUBSURFACE CONDITIONS**

4.1 It shall be the Bidder's obligation to become satisfied as to the nature, character, quality and quantity of subsurface conditions likely to be encountered. The Bidder agrees that Bidder shall neither have nor assert against City or the City Engineer any claims for damages for extra work or for relief from any obligation of the Contract based upon the boring information provided by the City.

4.2 Any prospective Bidder who has purchased a Bid Book from City will be permitted to make test borings, test pits, soundings, etc. on the site of the work, subject to approval by the City Engineer. The prospective Bidder or Bidders receiving such approval assume all risks and liability contingent thereto.

#### **5. WORKING FACILITIES**

5.1 The plans show, in a general manner, the site available for construction purposes. The information shown is not guaranteed and the Bidder must examine the site to be satisfied as to the conditions and difficulties that may be encountered in the execution of the work.

#### **6. STATEMENT OF QUANTITIES**

6.1 Each Bidder must make its own estimate of amounts and calculate its bid price accordingly. The city shall in no way be responsible for payment to the Contractor for materials ordered by it unless used in the work authorized under this contract.

#### **7. "OR EQUAL" CLAUSE**

7.1 Wherever the words "or equal" appear in the specifications, they shall be interpreted to mean an item or material or equipment similar to that named or shown which is suited to the same use and is capable of performing the same function as that named and has the same degree of durability, dependability and efficiency, or better.

#### **8. INTERPRETATION OF PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS**

8.1 If a Bidder is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, the Bidder may submit to the City Engineer a written request for an interpretation thereof. If the City Engineer determines that an interpretation is necessary it will be made only by addendum duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The City will not be responsible for any other explanation or interpretation of the proposed documents.

#### **9. BID INSTRUCTIONS**

9.1 Bids are due by e-mail ([engineering@wadsworthcity.org](mailto:engineering@wadsworthcity.org)), mail or hand delivered. If mailed or hand delivered, the Bid shall be enclosed in a sealed opaque envelope bearing the name of the Bidder and marked "BID – WEATHERSTONE SIDEWALK INSTALLATION PROJECT". Bids

are to be addressed to Wadsworth City Engineering, City Hall, 120 Maple Street, Wadsworth, Ohio 44281 and must arrive by the deadline indicated below. If emailed, please include "BID – WEATHERSTONE SIDEWALK INSTALLATION PROJECT" in the subject heading. Please email the Bid and direct all inquiries to [engineering@wadsworthcity.org](mailto:engineering@wadsworthcity.org). Bids must be received no later than **Thursday, May 25, 2023 at 1:00 P.M.**

- 9.2 All blank spaces in the Bid Forms shall be filled in and executed. Only one set of Contract documents is required for submitting a bid or bids from one Bidder on any or all of the Contracts. When numbered Alternative Bid Items are provided under any Contract, each bidder must submit a bid price for each numbered Alternative Item. When Base Bid Items are provided under any Contract, each Bidder must base the prices bid under such items on the use of Base Bid Equipment or products named in these documents, and included under the Base Bid Items. Bid Forms are not to be removed from the Bid Book and all Contract Documents must be submitted with the Bid. Contract Documents are described in the Agreement.
- 9.3 Unit prices on the Bid Form must be in figures. As to all items where both labor and material are required, unit prices must be stated separately on the same and the total price for each item shall be the sum of the labor and material prices. Where there is a conflict between the unit prices and total prices, the unit prices will govern.
- 9.4 The correct name of the Bidder must be included on the Bid Form and the Bid Form must be signed in the space provided. In the case of a corporation, the title of the officer signing must be stated and such officer must be thereunto duly authorized. In the case of a partnership, the signature of one of the partners must follow the firm name or the signature of an attorney-in-fact accompanied by a power of attorney must be attached to the Bid Form.
- 9.5 No Bid Bond is required.

## **10. LOWEST OR BEST BID**

- 10.1 Bids will be compared on the basis of the totals of the schedule of quantities comprising all items at the unit and lump sum prices bid for these items. The lowest Bidder under each Contract will be that Bidder whose Bid totals the lowest number of dollars as determined above. Each contract will be awarded to that responsible bidder whose Bid is the lowest and best.
- 10.2 When numbered Alternate Bid Items are required, the Contract will be awarded to that responsible Bidder who's Bid for the Alternate or combination of Alternates, selected by the City, is the lowest and best. It should be understood that the City reserves the right to select any alternative or combination of alternatives.
- 10.3 When Base Bid Items are required, the Contract will be awarded to that responsible Bidder whose bid is the lowest and best for the schedule of quantities comprising the base Bid Items. The addition or deduction that may be offered by Bidders for the use of equivalent equipment or products will be entered into the computation of the lowest bid price.

## **11. DISCREPANCY IN BIDS**

- 11.1 In the event there is a discrepancy in any Bid between the unit prices and the extended totals, the unit prices shall govern. In the event there is a discrepancy in any Bid between the unit or

lump sum prices written in figures and the unit or lump sum written in words, the unit or lump sum prices written in words shall govern.

## **12. QUALIFICATIONS OF BIDDER**

12.1 The City may make such investigation as it deems necessary to determine the ability of the Bidder to complete the obligations of the Contract and before the award has been made, the Bidder shall furnish the City all information requested to satisfy the City that the Bidder has the necessary resources and ability to complete the obligations of the Contract. The Bidder must, prior to the award of the Contract, be prepared to discuss in detail the method it proposes to follow in the process of the work. The City reserves the right to reject any bid if the Bidder fails to satisfy the City that the Bidder has the experience, resources and inclination to complete the obligations of the Contract. Conditional bids are not acceptable.

## **13. COMPLIANCE WITH LEGAL REQUIREMENTS**

13.1 The Agreement to be entered by the Successful Bidder will obligate the Contractor to comply with numerous legal requirements. It is the responsibility of the Bidder to carefully review the form of Agreement in Part Three of this Bid Book and all of the Contract Documents, and satisfy itself that it is willing and able to agree to and comply with all of the obligations set forth. Particular attention is called to the obligation to pay prevailing wages.

## **14. COMMENCEMENT**

14.1 The work of the contract shall be commenced within ten (10) days after the City gives the Contractor notice to proceed unless the notice to proceed specifies a later time when the work of the contract shall be commenced. The Contractor shall notify the City Engineer, in writing, of its intention to enter upon the site of the work, at least five (5) days in advance of such entrance.

## **15. INTERRUPTION OF TRAFFIC**

15.1 The Contractor will be required to plan and schedule the construction activities in such a manner as to maintain a satisfactory flow of traffic during the construction period. The Contractor shall obtain the written permission of the City Engineer before interrupting traffic and shall notify said City Engineer forty-eight (48) hours in advance of any contemplated interruption of traffic flow.

## **16. REPLACEMENT OF PROPERTY**

16.1 The Contractor shall restore or replace all culverts, ditches, pavement, driveway, shrubs, signs, fences and any other property, either public or private, which is damaged as a result of the work of the contract. All such replacement shall be made in a manner satisfactory to the City Engineer and no extra payment shall be made for such work.

## **17. SPOIL MATERIAL**



17.1 Spoil material from the job shall be hauled by the Contractor to a suitable site with the express written permission of the owner of the property where the material is to be dumped. If disposal area is within the City of Wadsworth, the contractor must submit and obtain an approval of a grading plan showing the fill will not impact drainage, wetlands, streams, structures, easements or utilities. Proper erosion controls measures shall be installed at the disposal site.

## **18. ALTERNATE TYPES OF MATERIALS**

18.1 If, because of federal, state or other regulations, the Bidder is unable to procure with reasonable certainty and delivery, the materials shown or specified, the Bidder may submit to the City engineer complete data and information on substitutes that will serve the intended purpose of the materials specified; and if they meet with the approval of the City Engineer, an addendum will be issued to all who have secured bid books. Such information shall be submitted to the City Engineer at least ten (10) days before the opening of bids. The need for substitution shall be bone fide.

## **19 WATER SUPPLY**

19.1 All water used on the project may be furnished by the City at the city water treatment plant, free of charge, but subject to the needs of the City and its control. All apparatuses and vehicles filling off the water treatment plant's bulk water line shall have an air gap as approved by the City. Fire hydrants shall not be used as a source of water.

## **20 SAFETY REQUIREMENTS**

20.1 The contractor, any subcontractors and all construction work shall meet all safety regulations as mandated by the State of Ohio and Federal Occupational Safety and Health Act (OSHA) standards.

## **21 INSPECTION HOURS**

21.1 An inspector from the City will be required on the job. Normal working hours are from 7:30 a.m. until 4:30 p.m., Monday through Friday. On work outside normal working hours, authorized by the City and requiring inspection, the Contractor will be billed for and shall pay for overtime hours. No weekend work will be allowed without 48 hour notice and approval from the City Engineer. The City Engineer reserves the right to deny weekend work if City Personnel is not available to cover the shift.

21.2 In the event that an inspector is needed that is not authorized for payment, or work that is due to the Contractor's negligence or poor workmanship, or that is beyond the time of completion of the project, the Contractor will be billed for and shall pay for the inspector's hours.

## **22 CONSTRUCTION AND SCHEDULE CONSTRAINTS**

Work shall be scheduled, sequenced, and performed in a manner which minimizes disruption to the public and to the operation and maintenance of the existing facilities. The CONTRACTOR shall allow for construction and schedule constraints in preparing the construction schedules. The schedules shall include the CONTRACTOR's activities necessary to satisfy all constraints included and referenced in the Contract Documents.

## 23 TIME OF COMPLETION

The Contractor shall complete all work activities included in this contract as defined in these Contract Documents and the Agreement between City and Contractor based on the Time of Completion table shown below:

<b>Time of Completion Table</b>	
<b>Milestone</b>	<b>Date</b>
Substantial Completion	September 29, 2023
Final Completion	December 8, 2023

For the purposes of this contract the following definitions shall apply:

23.1.1 Substantial Completion shall mean the Work of the Contract has progressed to the point where the Work (or a specific part of the Work) is essentially and satisfactorily complete in accordance with the Contract Documents, as modified by approved Change Orders, Field Orders or a Minor Change in Work, and is ready for full occupancy or use by the City in the manner intended without inconvenience or discomfort and includes all local, state and federal approvals, permits and licenses required by all governmental agencies having jurisdiction over the Project. The determination by the City Engineer on the status of Substantial Completion shall generally but not specifically mean or include: all bid items, all materials, equipment, systems, controls, features, underground facilities, accessories and similar elements are installed in the proper manner and in operating condition; spaces and surfaces (except minor areas or spaces) have been painted or otherwise finished throughout; masonry and concrete cleaned with any sealer or other finish applied; casework installed, complete with tops, sinks, fittings and other related items installed and services connected; utilities and systems connected and functioning; site work essentially complete; permanent heating, ventilating, air conditioning and other systems properly operating with proper controls; lighting and electrical systems installed, operable and controlled; and other work to a similar state of essential and satisfactory completion. A minor amount of work, as determined by and at the discretion of the City, such as installation of minor accessories or items, a minor amount of painting, seeding, landscaping, minor replacement of defective work, minor adjustment of controls, completion or correction of minor site or exterior work that cannot be completed due to weather conditions, will not delay the determination of Substantial Completion.

23.1.2 Final Completion shall mean when all of the Work of the Contract Documents completely fulfills all of the terms of the Contract Documents without exception. This includes the submission of all final close-out paperwork of the Contract.

### 23.2 LIQUIDATED DAMAGES

The Contractor shall complete all work activities included in this contract as defined in the General Conditions to the Agreement between City and Contractor based on the Time of

Completion table. If the Contractor does not meet the contract schedule the liquidated damages shown below will be applied:

**Liquidated Damages Table**

<b>Milestone</b>	<b>Liquidated Damages Amount per Calendar Day</b>
Substantial Completion	\$100.00
Final Completion	\$100.00

Delays caused by weather and seasonal conditions should be anticipated and will be considered as the basis for an extension of time when the Contractor's approved project schedule depicts Work on the critical path and the actual workdays lost exceed the number of work days lost each month determined by the table below.

<b>Month</b>	<b>Number of Workdays Lost Due to Weather</b>
January	8
February	8
March	7
April	6
May	5
June	5
July	4
August	4
September	5
October	6
November	6
December	6

This table applies to the duration between the Notice to Proceed and original completion or milestone date. Extensions for weather days beyond the original completion and/or milestone date will be for the actual workdays lost each month.

The City Engineer will not consider weekends and holidays as lost workdays unless the Contractor normally works those days or unless the City Engineer directs the Contractor to work those days.

A weather day is defined as a regular workday that weather or seasonal conditions reduced production by more than 50 percent on items of work on the critical path. Submit the dates and number of weather days in writing to the City Engineer at the end of each week. In the event the Contractor fails to submit weather days at the end of each

week the City Engineer may determine the dates and number of weather days from project records.

### **23.3 CONSTRAINTS**

Unless specifically authorized in the Contract Documents, no night work or work on Saturdays, Sundays, or City holidays requiring the presence of a City representative or Inspector will be permitted except with written permission of the City and the approval of the municipality in which the work is to be performed. It is the CONTRACTOR's responsibility to request a listing of the City holidays that may occur during the project duration. Should it be desired to operate an organization for regular and continuous night work, the lighting, safety and other facilities which are necessary for performing the work at night must be provided by the CONTRACTOR at his cost and expense.

23.3.1 It is the CONTRACTOR's responsibility to coordinate and plan the construction activities to integrate each schedule constraint into the performance of the WORK.

23.3.2 The listing of schedule constraints below does not mean that all constraints or special conditions have been identified. The list does not substitute for the CONTRACTOR's coordination and planning for completion of the WORK within the Contract Completion date in the Agreement.

Constraint No. 1: The CONTRACTOR shall make every possible effort to perform work in a continuous manner at the project site. Abandoning the site and re-mobilizing at a later date will not be permitted without permission from the CITY.

## **24 REMOVAL OF EXISTING STRUCTURES**

24.1 All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

24.2 Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the City Representative shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the City in accordance with the provisions of the contract.

24.3 The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

## 25 ALTERATION OF WORK AND QUANTITIES

- 25.1 The City reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.
- 25.2 For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 50%; or any change in the total cost of a major contract item by more than 75%.
- 25.3 Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances.
- 25.4 Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the City and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.
- 25.5 Omitted items. The City may provide notice to the Contractor to omit from the work any contract item. Such omission of contract items shall not invalidate any other contract provision or requirement.
- 25.6 Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item.
- 25.7 Unless otherwise specified in this contract document, no pay item shall be increased by more than 5% unless approved by the City Engineer or the designated representative prior to the item being installed.
- 25.8 All extra work requiring compensation or an extension of contract time shall not be conducted unless authorized in writing by the City Engineer prior to the work being conducted. If the work requires immediate action, the City Engineer's representative onsite may give verbal authorization to proceed. In this case, any claim for extra work shall be noted in writing to the City within one working day with a detail request submitted to the City within 7 calendar days.
- 25.9 All supporting change order documentation shall be submitted to the City within 7 days of the change order work taking place.
- 25.10 Under no circumstances will force account work be permitted on this contract. All out of scope items require acceptance by all parties for the associated fees prior to the work taking place.
- 25.11 The City may suspend the whole or any part of the work to be done hereunder if the City determines it to be in the best interest of City to do so, without compensation to contractor for such suspension other than extending the time for completing the work as much as it may have been delayed by the suspension.

## **26 PAYMENT OF WITHHELD FUNDS**

Retainage, if withheld, will be 8% of the first 50% of the contract price. At the Contractor's option, if the City withholds retainage, the Contractor may request that the City deposit the retainage into an escrow account. The City's deposit of retainage into an escrow account is subject to the following conditions:

- a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the City.
- b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the City and having a value not less than the retainage that would otherwise be withheld from partial payment.
- c. The Contractor shall enter into an escrow agreement satisfactory to the City.
- d. The Contractor shall obtain the written consent of the surety to such agreement.
- e. The Contractor must advise the City of their desire for retainage to be held in escrow prior to submission of the first invoice for payment.

## **27 MAINTENANCE DURING CONSTRUCTION**

The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times. In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations. All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

## **28. FINAL CLEANUP**

Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Owner and City.

## **29. CONSTRUCTION WARRANTY**

- a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.
- b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the City takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the Substantial Completion date. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work.
- c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to City real or personal property, when that damage is the

result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

- d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.
- e. The City will notify the Contractor, in writing, after the discovery of any failure, defect, or damage.
- f. If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the City shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the City, as directed by the City, and (3) Enforce all warranties for the benefit of the City.
- h. This warranty shall not limit the City's rights with respect to latent defects, gross mistakes, or fraud.

### **30. CONTRACTOR FINAL PROJECT DOCUMENTATION**

Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the City approves the Contractor's final submittal. The Contractor shall:

- a. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.
- b. Complete final cleanup.
- c. Complete all punch list items identified during the Final Inspection.
- d. Provide complete release of all claims for labor and material arising out of the Contract.
- e. Security for Construction Warranty. The bond shall be 10% of the contract for 12 months following final acceptance.
- f. All other close-out documents required by the Owner

### **31. PERMITS, LICENSES, AND TAXES**

The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

### **32. PHOTOGRAPHY, TRAIL CAMERAS, AND WEB-CAMERAS**

The Contractor's work may be photographed and videoed during construction.

### **33. SANITARY, HEALTH AND SAFETY PROVISIONS**

The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

### **34. VIDEO TAPING OF EXISTING CONDITIONS WITHIN THE PROJECT LIMITS**

For the purpose of documenting the existing conditions at the site prior to the proposed construction, the contractor may perform a video inspection of the existing conditions within the

entire project limits. This item is at the contractor's discretion. If separate bid items for video-taping and photographing are not listed in the bid, the cost shall be included with other items and shall be incidental to other items in the contract.

The Contractor shall be responsible for repairing any damage or defect not documented as existing prior to construction. It is in the Contractor's interest that this record be as inclusive as possible, to protect the Contractor and the City from false claims of private and public property damaged by the Contractor's operations.



**INFORMATION FOR BIDDERS  
SPECIAL CONDITIONS**

The Bidder shall note that the following special conditions apply specifically to this project and shall govern over all other general statements made within these Specifications.

**1. Location and Description of Project**

The work of this contract lies within the City of Wadsworth, Medina County, Ohio, and is located within the Weatherstone Subdivision along portions of Weatherstone Dr., Ledgestone Dr., Pebblestone Ct. and Greystone Dr.

The project consists of installation of new 4" sidewalk and curb ramps.

**2. Coordination of Contractors**

The City of Wadsworth and other entities may have multiple projects occurring at the same time and/or in the same area. It is the responsibility of the Contractor to coordinate work with other contractors.

**3. Construction Sequence**

Once work is started, it is preferred that all work will commence to completion with minimal delays, stoppages, or interruptions.

The Contractor will be required to provide the proposed construction sequence prior to the preconstruction meeting for discussion at the meeting as discussed later in the next item.

It is required to have the project reach **Substantial Completion by September 29, 2023.**

**4. Pre-Construction Meeting**

After the notice of award and the signing of Contracts, the Owner will coordinate the date for a Pre-construction meeting for all interested parties. The Contractor shall attend this meeting with his project manager or superintendent and the person that will be onsite during construction, and shall submit the following information a minimum of 48 hours prior to the pre-construction meeting. If these materials are not received, the meeting will be postponed until the Contractor provides the required information. Work cannot begin until a pre-construction meeting has occurred and no schedule extensions will be granted due to the Contractor's inability to submit information in a timely manner. The Contractor shall be prepared to discuss the following information at the pre-construction meeting:

- a. A list of 24 hour emergency contact names and numbers for the contractor and any subcontractors.
- b. A written construction schedule indicating dates anticipated to start the various operations to meet the substantial completion as well as items to meet final completion.
- c. A list of the work to be performed by subcontractors.
- d. Portable toilet location, if applicable.
- e. Staging area and permissions, if applicable.
- f. Dumping areas and permissions
- g. Concrete wash out location(s)

## 5. **Maintenance of Traffic**

The Contractor must ensure that there is an accessible route for pedestrians to travel which may require signage directing pedestrians to travel on the opposite side of the roadway.

The Contractor shall maintain traffic in accordance with the current Ohio Manual of Uniform Traffic Control Devices (OMUTCD) and standard practices stated therein or as specifically indicated in these documents, if more stringent. The contractor shall supply and maintain adequate signs, barricades, lights, arrows, flaggers, etc, as necessary to comply with the OMUTCD.

No construction signs shall be placed on existing poles or posts.

The use of at least 2 flaggers is required when controlling bidirectional traffic regardless of traffic volume.

If a separate bid item for MOT is not listed in the proposal then all Maintenance of Traffic is required as specified in the OMUTCD and the cost will be paid as part of the items specified needing maintenance of traffic. This includes all temporary pavement markings.

If a separate bid item for MOT is listed in the proposal, review the written specification for any specifics to the project. The cost for Maintenance of Traffic may be paid separately if listed as a separate bid item. The cost of all temporary pavement markings shall be included in the MOT bid item(s).

If the project requires a moving operation (for example: grinding, milling, painting, paving, etc.), OMUTCD Figure TA-10 or ODOT Standard Construction Drawing MT-97.11 shall be followed.

Through traffic must be maintained at all times at all work locations. Lane closures will be allowed during construction operations. All lane closure shall be removed at the completion of each day's work. Prior to opening the work zone to traffic, all excavations shall be maintained as stated in the plans and the pavement shall be thoroughly swept. Dust control shall be applied as necessary, at no additional cost to the City.

All lane closure shall be held to a minimum distance. Several small work zones close together shall be combined into one work zone if possible. Lane closures shall be held to a maximum distance of 1000' unless approved by the Engineer. If the contractor has multiple lane closures, there must be at least 500' between them.

A minimum of one lane must be available to allow for two-way traffic at all work locations. Flaggers will be required as necessary in accordance with the OMUTCD and/or the FHWA guidelines to properly and safely control traffic during lane closures.

The Contractor will be required to maintain local traffic at all work locations at all times during construction. Access to private drives shall be maintained whenever reasonably possible. Closure of any drives shall be approved by the City. Backfilling of any trench shall be completed as soon as reasonably possible to minimize the amount of time that access is denied to private drives. All driveways must be backfilled and in usable condition at the end of each day's work.

The Contractor shall also correct any trench settlement associated with the project that is considered by the City to be a safety hazard to the vehicular or pedestrian traffic. The cost of trench maintenance shall be included in the price bid for the project for Maintenance of traffic; no additional payment will be made for maintaining trenches.

The Contractor will be required to provide the necessary traffic control to comply with the Ohio Manual of Uniform Traffic Control devices. Temporary traffic control shall be provided, consisting of signs, barricades, warning lights, flaggers, and any other devices required to safely alert and guide motorists through the construction area. Temporary traffic control devices must be installed by the Contractor prior to the start of any work, and must be maintained for the period of time that roadway restrictions apply. When such control devices are no longer applicable, they shall be covered or removed from the work area.

All barrels and barricades are to be weighed down.

For nighttime durations, flasher warning lights will be required for all excavated areas within an intersection proper, and along any excavated areas where traffic passes immediately next to it. The Contractor will be required to maintain flashers at the specified locations and repair all non-working flashers.

The Contractor will be responsible for routine maintenance, and for checking all barricades, lights, signs, and other traffic control devices before leaving the project at the end of each day, and must provide the City with the name and phone number of a person to contact during evening and weekend hours in the event that problems with the traffic control devices are encountered.

The entire construction zone will be inspected before the end of each workday by the Contractor and Inspector.

The Contractor shall give the City a minimum of a 24 hour notice when street or traffic signs need to be removed. The Contractor will then remove and store the signs, and reset them when construction work in the affected area is completed.

If, in the opinion of the City Engineer, the Contractor refuses to provide proper traffic control or maintenance of control devices, the City may take the necessary steps to correct such conditions, the cost of which will be deducted from the contract amount.

**6. Routine Maintenance**

Between the time that bids are taken and the start of construction, the maintaining agency may enter upon the project and perform routine maintenance such as crack sealing, patching, catch basin repair, berming and/or or shoulder repair. The effects, if any, of the performance of routine maintenance shall be considered as inherent in work of the character provided for in the plan and the resulting conditions shall not be considered as differing materially from those existing at the time bids were taken.

**7. Underground Utilities**

Extreme caution should be exercised in areas with underground water lines, drains, cables, sewers or other utilities. The contractor is fully responsible for all damage inflicted on underground utilities. OUPS must be contacted as necessary for any proposed excavation.

**8. Operation of Water Lines and Valves**

Only the City will operate main line valves as needed during construction. The Contractor shall not operate any valves. The City should be notified a minimum of 24 hours in advance of scheduled tie-ins to assure assistance when needed. Any unforeseen delays due to work related problems on the part of the City shall not result in any extra payment to the Contractor for those delays.

The City will require that residential water services must be maintained for all affected properties between the hours of 5:00 p.m. and 8:00 a.m. unless approved by the Engineer. Therefore, the Contractor must plan his tie-ins to the existing lines to comply with this requirement, and must be prepared to temporarily plug the existing waterline to provide overnight service to the affected properties should he be unable to complete the connection prior to 5:00 p.m.

**9. Emergency Call Outs**

For all after hour emergency call outs, the City of Wadsworth will be the first responder. The City of Wadsworth call out crews will try to determine the cause and extent of the issue. If the emergency call out is of no fault of the contractors workmanship, then the City will repair and not charge the contractor for the call out. However, if it is determined that the contractor is responsible for the repair, the City of Wadsworth will make an effort to correct the problem. If it cannot be repaired, it will be stabilized and protected until the contractor can make the repair the next day. All of the labor, material, equipment, and emergency call out overtime will be billed to the contractor and will be deducted from the next pay estimate. This may include but is not limited to traffic, waterline repairs, street repairs, services, public notifications, testing, inspections, etc. Furthermore, if a property owner hires an outside contractor to make repairs to an issue that the contractor is responsible, the contractor will be required to reimburse the property owner. If the contractor does not reimburse the owner, the cost will be deducted from the next pay estimate.

**10. Staging Area**

Staging areas other than what may be depicted on the plans (if any) will have to be negotiated by the contractor with the land owner and a copy of the written agreement submitted to the City.

**11. Decrease/Increase in Service and/or Quantities**

The City, at its discretion, may increase or decrease any or all services, pay items, or quantities as specified in these documents. All work completed under the modified services, pay items, or quantities shall be paid at the unit bid cost.

**12. Debris Removal**

All waste and debris from the project shall be removed and disposed of properly. This includes debris from the result of the work performed and from the workers themselves.

**13. Shop Drawings and Submittals**

The Contractor shall submit the following shop drawings and material submittals prior to installation of each item. The following is a list of shop drawings and submittals anticipated on this project. Additional submittals may be required at the discretion of the City.

- a. Concrete QC 1 JMF
- b. Concrete MS JMF
- c. Granular Material
- d. Truncated Domes
- e. Seed

**14. Use of Premises**

- a. The Contractor shall not trespass upon or in any way disturb private property without first obtaining written permission from the property owner and/or City or Prime Contractor as appropriate to do so. A copy of such written permission shall be furnished to the City prior to accessing the site.
- b. If the Contractor finds it necessary to obtain additional working area, it shall be the Contractor's responsibility for its acquisition.
- c. The Contractor shall, at no additional expense, restore such property to the original condition in the sole and unfettered opinion of the City. The Contractor must take photographs and/or videos of existing properties prior to disturbance of each property, and make a copy available to the City.

**15. Excavation**

All work required for excavation and disposal of subsurface materials including, but not limited to, dirt, rock, clay, high groundwater tables, archeological items, and existing or abandoned construction elements shall be considered incidental to bid items including excavation unless otherwise stated in the contract documents.

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## ITEMS TO BE INCLUDED IN BID

### **GENERAL ITEMS**

The Ohio Department of Transportation (ODOT) 2019 Construction and Material Specifications are referred to in the specifications. Any corrections and/or amendments shall apply. Any ODOT item number, section number, and/or material specification, shall refer to the ODOT C&MS.

The price bid for all items shall include all labor, material, tools, and equipment necessary to furnish and install in place, complete, and in good operating condition, the items listed and shown and/or specified. Any items not specifically called out in a bid item or the intent of the project shall be considered incidental to the work and included in the cost of the bid.

NOTE: The requirements outlined in the following "Items to be Included in Bid" apply specifically to this project and shall take precedence over all other statements made within the General Condition, Special Conditions and Plans and Specifications – Contract Drawing.

Additionally, in circumstances where the ODOT C&MS and these contract documents have conflicting information, these contract documents shall take precedence.

### **Item 1: New 4" Sidewalk, ODOT 608, As Per Contract Documents**

The price bid for this item shall include the furnishing of all labor, materials, and equipment necessary for excavating, disposing of excavated material, and installing four inch (4") concrete sidewalk as marked in the field and as directed by the Engineer, according to ODOT 608 and as modified by the City of Wadsworth in the Contract Documents. The item shall include the furnishing and placing of all forms, barricades, lights, concrete, approved curing compound, expansion joints and contraction joints, and all items incidental to this work.

High-early-strength concrete may be used by the Contractor to minimize the cure time if necessary to meet critical dates. No additional payment for high-early-strength concrete will be made by the City.

Typically, the placement of granular fill will not be required under the sidewalk except in areas where poor base is encountered. When the placement of granular fill material is required to obtain a good, stable base under the proposed sidewalk, as determined by the Engineer in the field, all costs to excavate, supply, grade, place, and compact the granular fill (up to 3 inches) shall be included in the item and no extra payment will be made. All items incidental to the placement of granular fill shall be included with the item. The area, type of fill (ODOT 304 Aggregate Base), and amount of fill shall be as directed by the Engineer.

The Contractor shall also provide concrete with protection against vandalism and the elements at no additional cost to the Owner. When concrete is being placed and temperatures are forecast to fall below 40 degrees F., concrete shall be protected with a layer of approved plastic insulating material. When temperatures are forecast to fall below 32 degrees F., concrete shall be protected by two layers of approved plastic insulating material with straw between the plastic. The straw shall be uniformly spread and of sufficient amount to prevent the concrete from freezing. Concrete shall be protected in the above manner for at least seven (7) days. The contractor shall endeavor to minimize surface imperfections

caused by insulating material. Concrete with unacceptable markings due to improperly placed insulating materials, as determined by the Engineer, shall be removed and replaced by the Contractor at no additional cost to the Owner. Any damage due to improperly protected sidewalks shall be replaced by the contractor at no additional cost to the City or Owner.

The item price shall include grading, seeding, and mulching along the sidewalk edge according to ODOT 659. Upon finishing the sidewalk the contractor shall backfill and seed the edges within 10 calendar days of placing the concrete.

A 12 month Maintenance Bond will be required prior to issuance of Final Payment. The amount shall be no less than 10% of the final contract amount. That cost should be considered part of this item.

A concrete washout must also be provided as part of this work. The contractor must supply documentation showing they have a designated area for a washout pit for the entire project area at the pre-construction meeting. The concrete washout pit is incidental to all concrete work per ODOT Supplemental Specification 832.

Payment for this item shall be made on a unit price basis for the actual number of Square Feet (SF) of New 4" Sidewalk, ODOT 608, As Per Contract Documents completed and accepted by the Engineer.

#### **Item 2: New Curb Ramp, ODOT 608, As Per Contract Documents**

The price bid for this item shall include the furnishing of all labor, materials, and equipment necessary for excavating, grading, and disposing of excavated materials and installing the curb ramps as necessary to construct new ADA compliant curb ramps, including truncated domes, according to ODOT 608 and as modified by the City of Wadsworth in the Contract Documents, and as directed by the Engineer.

The item price shall include grading, seeding, and mulching along the curb ramp edge according to ODOT 659. Upon finishing the curb ramp the contractor shall backfill and seed the edges within 10 calendar days of placing the concrete.

The price bid shall include the removal of concrete curbing along the road by sawing of integral curb and removal of curbing when the curb is separate from the pavement. All concrete curbing shall be removed prior to any walk or curb ramp being poured.

The price bid shall include truncated domes. Approved types and manufacturers are shown on City of Wadsworth Standard Detail SW-02M.

The contractor shall access these locations from side streets to avoid setting up traffic control on any main roads. Other traffic control will be required as necessary to maintain safe travel through the area.

The Contractor shall also provide concrete with protection against vandalism and the elements at no additional cost to the Owner. When concrete is being placed and temperatures are forecast to fall below 40 degrees F., concrete shall be protected with a layer of approved plastic insulating material. When temperatures are forecast to fall below 32 degrees F., concrete shall be protected by two layers of approved plastic insulating material with straw between the plastic. The straw shall be uniformly spread and of sufficient amount to prevent the concrete from freezing. Concrete shall be protected in the above



manner for at least seven (7) days. The contractor shall endeavor to minimize surface imperfections caused by insulating material. Any damage due to improperly protected sidewalks shall be replaced by the contractor at no additional cost to the Owner.

High-early-strength concrete may be used by the Contractor to minimize the cure time if necessary to meet critical dates. No additional payment for high-early-strength concrete will be made by the City.

The maximum paid length for curb ramps will be 8 feet from back of curb.

All other walk beyond eight feet will be paid under Item 1: 4" Sidewalk, New, ODOT 608, As Per Contract Documents.

The typical square footage for all curb ramps is 40 SF.

Payment for this item will be made on an EACH price basis for the actual number of curb ramp and truncated domes in place and accepted by the Engineer.

**Item 3: General Allowance**

The Allowance amount stipulated for Bid Item 3 - GENERAL ALLOWANCE shall be an amount of \$3,000.00, to be used at the discretion of the City. The allowance may be used for payment of any change orders, unforeseen work items other than as specified or shown on the Contract Drawings and/or work directed by the City.

The allowance may be used to compensate the CONTRACTOR for all labor, materials, tools and equipment required for this work or for any other miscellaneous work to enhance the quality of the final product as directed. Authorization for work to be performed under this allowance shall be by written approval of the City Engineer prior to the work being performed.

The allowance will not be used to correct CONTRACTOR's errors or omissions.

At the end of the Contract, all remaining funds will be deleted from the Contract.

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**BID FORM**  
 CITY OF WADSWORTH, MEDINA COUNTY, OHIO  
**WEATHERSTONE SIDEWALK INSTALLATION PROJECT**  
**2023-424**

On each unit price estimated quantity item, the "ITEM BID AMOUNT" must equal "UNIT BID PRICE" multiplied by the "ESTIMATED QUANTITY". For example, if the quotation "UNIT BID PRICE" is \$5/Unit and the "ESTIMATED QUANTITY" is 1000 Units, the "ITEM BID AMOUNT" will be \$5,000.00. In case of discrepancy on unit bid price items, the "UNIT BID PRICE" multiplied by the "ESTIMATED QUANTITY" shall be considered as the intent of the Bidder. When the unit is a lump sum (LS), enter the lump sum amount under the "ITEM BID AMOUNT" only.

ITEM #	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE		ITEM TOTAL	
				DOLLARS	CENTS	DOLLARS	CENTS
<b>PAYMENT ITEMS</b>							
1	New 4" Sidewalk, ODOT 608, As Per Contract Documents	SF	3,450				
2	New Curb Ramp, ODOT 608, As Per Contract Documents	EACH	3				
3	General Allowance	Allowance	1			\$3,000	00
<i>To complete "TOTAL BID AMOUNT", add the "BASE BID AMOUNT" and all of the "ALLOWANCE" items. The total computed is for convenience in comparing bids and will be used for that purpose only.</i>				<b>TOTAL BID AMOUNT</b>			

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

Contact Name: \_\_\_\_\_

email: \_\_\_\_\_

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

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**CITY OF WADSWORTH  
PUBLIC IMPROVEMENT CONTRACT FOR  
WEATHERSTONE SIDEWALK INSTALLATION PROJECT  
CONTRACT 2023-424**

AGREEMENT between the City Of Wadsworth and \_\_\_\_\_  
Contractor

THIS AGREEMENT is made and entered into effective when it has been executed by both parties, by and between the City of Wadsworth, an Ohio municipal corporation (hereinafter "City" or "Owner") 120 Maple Street, Wadsworth, Ohio 44281 and

\_\_\_\_\_ (hereinafter "Contractor")  
Contractor

\_\_\_\_\_  
Address

**Article I: SCOPE OF THE WORK**

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

Weatherstone Sidewalk Installation Project including installation of 4" sidewalk and curb ramps, including all appurtenances in accordance with plans and specifications prepared for the Director of Public Service of the City of Wadsworth.

The project for which the work under the Contract Documents is to be performed may be generally described as the **2023-424, Weatherstone Sidewalk Installation Project.**

**Article II: CONTRACT DOCUMENTS**

2.1 The Contract Documents which comprise the entire agreement between City and Contractor concerning the work consist of this agreement, the general and special conditions, the plans and specifications and the prevailing wage rates included in the bid book, any additional plans and specifications referenced in the bid book, any addendums to the bid book, the Contractor's bid, and modifications issued after the execution of this agreement.

2.2 If anything is omitted from the contract drawings or specifications which is necessary to a clear understanding of the work, or if any error appears either in any of the various instruments furnished or in the work done by other contractors affecting the work included under this contract, Contractor shall promptly notify the City Engineer of such omissions or errors, and in the event of contractor's failure to do so, Contractor shall make good any damage to or defect in Contractor's work caused thereby. Contractor shall not be allowed to take advantage of any error or omissions on the plans or in the specifications; as full instructions will be furnished by the City Engineer, if such errors or omissions be discovered, and the Contractor shall carry out such instructions as if originally specified.

**Article III: RELATIONSHIP OF PARTIES**

3.1 Contractor shall be employed as an independent contractor.

3.2 City enters into this agreement in reliance upon Contractor's representations that it has the necessary expertise and experience to perform its obligations hereunder, and Contractor warrants that it does possess the necessary expertise and experience.

3.3 Contractor shall perform its obligations under this agreement and City shall not hire, supervise, or pay any assistants to Contractor in its performance under this agreement. City shall not be required to provide any training to Contractor to enable it to perform its obligations hereunder.

3.4 City may, from time to time, communicate specific instructions and requests to Contractor concerning the work described in the agreement. Upon such notice and forthwith after receipt of instructions, Contractor shall comply with such instructions and fulfill such requests to City's satisfaction. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this agreement. The management of the work, including the exclusive right to control or direct the manner or means by which the work is performed, remains with the Contractor. City retains the right to ensure that Contractor's work is in conformity with the terms and conditions of this agreement. It is fully understood and agreed that Contractor is an independent contractor and neither Contractor nor its personnel shall at any time, or for any purpose, be considered as agents, servants or employees of City.

3.5 Contractor represents that it has examined and carefully studied the Contract Documents and has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the work. Contractor further represents that it is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work. Contractor further represents that it has given the City Engineer written notice of all conflicts, conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and that the written resolution thereof by the City Engineer is acceptable to Contractor and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

#### **Article IV: CITY ENGINEER**

4.1 Except as otherwise provided in this agreement the City Engineer under the direction of the Director of Public Service shall act as the City's representative in regard to this contract. The City Engineer shall in all cases determine the amount, quality, acceptability and fitness of the work and materials which are to be paid for under this contract. The City Engineer shall determine all questions in relation to said work and the performance thereof, and decide every question which may arise regarding the fulfillment of this contract on the part of the Contractor. The City Engineer shall provide the Contractor with construction documents from which the work is to be built.

4.2 The order of sequence of execution of the work, the methods of construction, and the general conduct of the work shall be at all times be determined by the contractor subject to the approval of the City Engineer. If, at any time before the commencement or during the

progress of the work or any part of it, such methods, features and appliances used or to be used appear to the City Engineer to be unsafe, insufficient or improper, the City Engineer may order the Contractor to increase their safety or efficiency or to improve their character and the Contractor shall conform to such order but the failure of the City Engineer to demand any increase of such safety, efficiency, adequacy or improvement shall not release the Contractor from its obligation to secure the safe conduct and quality of the work specified. The City shall not be liable for failure to issue an order pursuant to this paragraph.

4.3 If defective work is suspected and the City Engineer so requires, the Contractor shall uncover, take down, or make openings in the finished work for the purpose of examination at such points as the City Engineer designates.

4.4 If, at any time before the final acceptance of the work, any materials or workmanship shall be discovered which does not comply with the specifications and contract drawings, it shall be immediately removed or otherwise remedied by the Contractor as the City Engineer directs when the Contractor is notified in writing by the City Engineer to do so.

4.5 If the City finds it to be necessary and proper to do so, the City may designate an engineer or engineering firm other than the City Engineer to perform the functions assigned to the City Engineer under the terms of this contract. When the Contractor is notified by City in writing of such designation, the engineer or engineering firm so designated shall perform the functions and exercise the power assigned to the City Engineer pursuant to this contract.

#### **Article V: TIME OF COMPLETION**

5.1 Contractor shall substantially complete the work pursuant to this contract **September 29, 2023.**

5.2 City and Contractor recognize that time is of the essence of this agreement and that City will suffer financial loss if the work is not completed within the time specified in paragraph 5.1 above, plus any extensions thereof allowed by City. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by City if the work is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay City an amount as indicated in the bid documents and if not stated in the bid documents as specified in 2019 Ohio Department of Transportation (ODOT) Construction and Material Specification (CMS) Section 108.07 and Table 108.07-1 for each consecutive calendar day that expires after the time specified in paragraph 5.1, or any proper extension thereof granted by City for completion and readiness for final payment.

#### **Article VI: EXTENSIONS OF TIME AND SUSPENSION OF WORK**

6.1 If the Director of Public Service of City determines that the work has been necessarily delayed due to circumstances involving no fault of Contractor, the Director of Public Service of City shall extend the time for completion of this contract but such extension of time shall not exceed the time actually lost to Contractor by reason of delays so caused and Contractor shall have no claim for damages by reason of such delay. Any request of Contractor

for an extension of the time for completion shall be made in writing to the Director of Public Service.

6.2 The Director of Public Service of City may suspend the whole or any part of the work to be done hereunder if the Director of Public Service determines it to be in the best interest of City to do so, without compensation to contractor for such suspension other than extending the time for completing the work as much as it may have been delayed by the suspension.

#### **Article VII: CONTRACT PRICE**

7.1 City shall pay Contractor for completion of the work in accordance with the Contract Documents the amount of \$\_\_\_\_\_ in accordance with the Bid Schedule as awarded by City, as included in the Contract Documents, subject to additions and deductions by Change Order.

#### **Article VIII: PAYMENT PROCEDURES**

8.1 The amounts and time of payments to Contractor shall be governed by section 153.12, 153.13 and 153.14 of the Ohio Revised Code.

#### **Article IX: CHANGE ORDERS**

9.1 Pursuant to section 735.07 of the Ohio Revised Code, when, in the opinion of the Director of Public Service of City, it becomes necessary, in the prosecution of the work or improvement under this contract, to make alterations or modifications to the contract, such alterations or modifications shall only be made upon the order of the Director of Public Service, but such order shall be of no effect until the price to be paid for the work and material or both, under the altered or modified contract, has been agreed upon in writing and signed by the Director of Public Service on behalf of City and by Contractor and approved by the Board of Control of City. No change order increasing the amount to be paid by City shall be approved by the Director of Public Service without a certification from the City Auditor pursuant to section 5705.41 of the Ohio Revised Code unless such a certification is not required pursuant to section 5705.44 of the Ohio Revised Code.

#### **Article X: COMPLIANCE WITH LEGAL REQUIREMENTS**

10.1 Contractor hereby represents and warrants to City that it is either an Ohio corporation in good standing or a foreign corporation holding on unexpired and uncanceled license to transact business in Ohio.

10.2 Contractor hereby represents and warrants to City that there is no finding for recovery against it issued by the auditor of state on or after January 1, 2001 that is unresolved.

10.3 Pursuant to section 153.59 of the Ohio Revised Code, Contractor agrees to both of the following:

- A. That, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status as



defined in section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates:

B. That no contractor, subcontractor, or any person on a contractor's or subcontractor's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color.

10.4 Pursuant to section 4115.06 of the Ohio Revised Code, Contractor and all of its subcontractors shall pay a rate of wages which shall not be less than the rate of wages fixed as a prevailing rate of wages under section 4115.04 of the Revised Code. Contractor hereby warrants and represents to City that neither the Contractor or any of its subcontractors or any officer of Contractor or any of its subcontractors appears on the list filed by the Director of Commerce with the Secretary of State pursuant to section 4115.13 of the Ohio Revised Code of contractors, subcontractors and officers of contractors and subcontractors who have been prosecuted and convicted for violations of or have been found to have intentionally violated sections 4115.03 to 4115.16 of the Revised Code.

10.5 Said Contractor further agrees to withhold all City of Wadsworth income taxes due or payable under the provisions of sections 34.15 through 34.30 (of the Codified ordinances of the City of Wadsworth) for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such City of Wadsworth income taxes due under said sections for services performed under this contract.

10.6 Contractor shall procure and shall maintain during the life of this contract workers' compensation insurance for all its employees to be engaged in work on the project under this contract and, in case any such work is sublet, Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by Contractor's workers' compensation insurance. Contractor shall be required to furnish a copy of a certificate showing that it has complied with the Ohio Workers' Compensation Act and shall relieve City from any and all costs and expenses which may be due to accidents or other liabilities mentioned in said Act.

10.7 Contractor agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way when they are engaged in the work being performed hereunder.

10.8 At least two working days, excluding Saturdays, Sundays, and legal holidays, prior to commencing construction operations in the construction area which may involve underground utility facilities, Contractor or its subcontractor shall cause notice to be given pursuant to division (C) of section 153.64 of the Ohio Revised Code to the registered underground utility protection services and the owners of underground utility facilities shown on the plans and specifications who are not members of a registered underground utility protection service, in writing, by telephone or in person.

10.9 A copy of a statement under oath pursuant to section 5719.042 of the Ohio Revised Code stating that Contractor was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of Medina County, Ohio or setting forth the amount of such delinquent taxes and any due and unpaid penalties and interest thereon, is incorporated into this contract as Exhibit A.

10.10 Contractor shall comply with all applicable federal, state and local laws and ordinances and each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted or is not correctly inserted then upon the application of either party hereto, the contract shall forthwith be physically amended to make such insertion.

**Article XI: PROOF OF PAYMENT OF CLAIM**

11.1 Contractor shall, from time to time, as required by the City Engineer or Director of Public Service, furnish the said City Engineer or Director of Public Service with satisfactory evidence that all persons who have done work or furnished materials under this contract or who have suffered damage on account of Contractor's operations, have been fully paid or secured; and in case such evidence is not furnished as aforesaid, such amount as the City Engineer or Director of Public Service may consider necessary to meet the lawful claims of the persons aforesaid shall be retained from the monies otherwise due Contractor until the liabilities have been fully satisfied. It is understood and agreed, however, that City hereby assumes no obligation toward such claimants, nor in any way undertakes to pay such claims out of any funds due or that may become due to Contractor or out of its own funds.

**Article XII: INSURANCE**

12.1 Contractor shall maintain during the life of the contract such Public Liability (Contractor's Public Liability), Contingent Public Liability (Contractor's Property Damage) Insurance and Contingent Property Damage (Contractor's Protective Property Damage) Insurance as shall protect Contractor and any sub-contractor performing work covered by this contract for claims for damages for personal injury including accidental death as well as claims for property damage which may arise from operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them. Contractor shall maintain coverage of the types and in the amounts specified in paragraph 12.2 of this agreement for all work sublet; either by furnishing riders to Contractor's own Public Liability and Property Damage Insurance Policies or by requiring the subcontractor concerned to furnish the subcontractor's own Public Liability and Property Damage coverage in the amounts specified in paragraph 12.2 of this agreement.

12.2 Public Liability and Contingent Public Liability Insurance shall be maintained in an amount not less than \$1,000,000 for injuries, including accidental death to any one (1) person, and subject to the same limit for each person in an amount not less than \$1,000,000 on account of each accident. Direct and Contingent Property Damage Insurance shall be maintained in an amount not less than \$1,000,000 for each occurrence.

12.3 Contractor shall furnish City with satisfactory proof of carriage of the insurance required. Insurance, to be acceptable must not be subject to change or cancellation in less than ten (10) days after receipt of notice by the insured and City. Prior to the start of construction on each contract or subcontract, sufficient documentary evidence to establish full compliance with the insurance requirements of this agreement shall be submitted to City. If any part of the contract is sublet, Contractor is responsible for the part sublet being adequately covered by insurance as required by this agreement.

12.4 Upon the request of Contractor, the Director of Public Service of City may accept proof of insurance in amounts less than as specified in paragraph 12.2 provided that the Director of Public Service determines that the insurance coverage offered is adequate for the risk involved and that Contractor will give City a money credit equal in amount to the difference between the premium on insurance in the amounts specified in paragraph 12.2 of this agreement and the premium on the insurance offered.

### **Article XIII: INDEMNIFICATION BY CONTRACTOR**

13.1 Contractor agrees to indemnify and to hold City harmless and immune from any and all claims for injury or damages arising from this agreement which are attributable to Contractor's own actions or omissions or those of its officers, agents, employees, subcontractors, suppliers or third parties utilized by Contractor while acting under this agreement. Such claims shall include all claims for bodily injury, personal injury and property damage that may arise from Contractor's and its subcontractor's operations in performance of the work and any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime or employment matters and any claims involving patents, copyrights and trademarks.

### **Article XIV: RECORD KEEPING**

14.1 During performance of this Agreement and for a period of three years after its completion, Contractor shall maintain auditable records of all charges pertaining to this Agreement and shall make such records available to City as City may reasonably require.

### **Article XV: ASSIGNMENT OF CONTRACT AND SUBCONTRACTING**

15.1 Contractor shall not assign, transfer, convey or otherwise dispose of this contract or of Contractor's right title or interest in or to the same or any part thereof, without the previous written consent of Contractor's surety and the Director of Public Service of City.

15.2 Funds to be paid to any approved assignee shall be subject to any prior liens for services rendered and material supplied for the performance of the work called for in this contract in favor of all persons, firms or corporations rendering such services or supplying such materials.

15.3 Contractor shall not sublet any of the work included in this contract without the previous written approval of the Director of Public Service of City. In making application to the Director of Public Service of City for subletting any portion of the work, Contractor shall state in writing, the portion of the work which each subcontractor is to do or the materials which said

subcontractor is to furnish, the subcontractor's 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 or to furnish the materials as called for in the specifications. If Contractor shall sublet any part of this contract, the Contractor shall be as fully responsible to City for the acts or omissions of the subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omission of persons directly employed by Contractor.

#### **Article XVI: ABANDONMENT AND FORFEITURE OF WORK**

16.1 If the work to be done under this contract shall be abandoned by Contractor, or if this contract shall be assigned or the work sublet by contractor, otherwise than as provided in the contract or if at any time the Director of Public Service of City shall be of the opinion that the performance of the contract is unnecessarily or unreasonably delayed, or that Contractor is willfully violating any of the conditions or covenants of this contract or is executing the same in bad faith or not in accordance with the terms thereof or if the work is not fully completed within the time fixed in this contract for its completion or within the time to which such completion may be extended as provided in this contract, the Director of Public Service of City may notify Contractor to discontinue all work or any part thereof hereunder or may notify Contractor to remedy or correct the conditions or breaches as enumerated by a written notice served upon Contractor.

16.2 In the event that the work is ordered discontinued or the conditions or breaches are not remedied and corrected to the satisfaction of the Director of Public Service of City within ten (10) days from the service of the written notice, the Director of Public Service of City will thereupon have the power to contract for the completion of the work or parts thereof in the manner prescribed by law or to employ such and so many persons as deemed advisable by contract or otherwise, to work at and complete the work or part thereof and to use such materials, machinery, tools and appliances as may be upon the site of the work and to procure other materials, machinery, tools and appliances for the completion of the same and to charge the expenses so incurred to Contractor. The expense so charged will be deducted and paid by City out of such monies as may be due or may at any time become due to Contractor under and by virtue of this contract or any part thereof. In case such expenses exceed the amount due and payable under this contract, the amount of such excess shall be paid by Contractor.

16.3 When any particular part of the work and not the whole work is being carried on by City, by contract or otherwise, under the provisions of this article of the contract, Contractor shall continue the remainder of the work in conformity with the terms of this contract and in such manner as in no way to hinder or interfere with the persons employed by the Director of Public Service of City, by contract or otherwise to do any part of the work or to complete the same under the provisions of this article of the contract.

#### **Article XVII: ENTIRE AGREEMENT/WAIVER**

17.1 This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.

17.2 This Agreement supersedes any and all previous agreements whether written or oral, between the parties regarding the work covered by this agreement.

17.3 A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

**Article XVIII: NOTICES**

18.1 All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.

**Article XIX: HEADINGS**

19.1 The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

**Article XX: SEVERABILITY**

20.1 The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in Ohio, nevertheless be binding and enforceable.

**Article XXI: CONTROLLING LAW**

21.1 This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Agreement and/or performance thereunder.

**Article XXII: DUPLICATE ORIGINALS**

22.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed a duplicate original and all of them shall constitute one and the same Agreement; provided, that, it shall only be necessary to produce one duplicate original for proof of the terms hereof.

**CONTRACT PRICE:**

The City shall pay the Contractor for completion of the work in accordance with the Bid Documents the estimated amount of \$\_\_\_\_\_ in accordance with the Bid Schedule as awarded by the City, as included in the Contract Documents, subject to additions and deductions by Change Order.

**Acceptance by Contractor**

Signature of Contractor \_\_\_\_\_

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

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

Address \_\_\_\_\_  
\_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

This proposal/agreement is hereby reviewed and accepted by the Wadsworth City Engineer on this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by:

\_\_\_\_\_  
Victoria McCauley, P.E.  
City Engineer

City Project No. \_\_\_\_\_  
Purchase Order No. \_\_\_\_\_

**Acceptance by City of Wadsworth**

This proposal is hereby accepted by the City of Wadsworth on this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by:

\_\_\_\_\_  
Robert J. Patrick  
Director of Public Service