

**HILLIARD CIVIC & CULTURAL ARTS CENTER
CIP LB-09
PART 1 Work Only – SEE APPENDIX E
CITY OF HILLIARD, OHIO**

**CITY OF HILLIARD
DEPARTMENT OF SERVICE/ENGINEERING
3800 MUNICIPAL WAY
HILLIARD, OHIO 43026**

**CLYDE R. SEIDLE, PE
DIRECTOR OF PUBLIC SERVICE /
CITY ENGINEER**

BID SUBMITTED BY: _____
COMPANY

ADDRESS

CITY STATE ZIP

Phone: _____

Fax: _____

Email: _____

Date of Submission: _____

BIDDING DOCUMENTS SHALL BE SUBMITTED IN THEIR ENTIRETY

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CITY OF HILLIARD, OHIO

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BIDDER'S CHECKLIST

If this checklist is not completed and attached to a bid package, the bid will be disqualified.

This checklist is provided in order to ensure that all bids submitted include required signatures and information. This checklist **must** be copied from the bid book and attached as the cover sheet to the bid book prior to sealing and submitting bid.

BID SUBMITTED BY: _____

ADDRESS: _____

PHONE: _____ **FAX:** _____ **EMAIL:** _____
(e-mail of contact person for bid)

PROJECT NAME: _____ **CIP NUMBER:** _____

DATE OF BID SUBMISSION: _____

Bid documents **must** be submitted in their entirety. Bidders **must** submit the entire bid book to the office of the Director of Public Service, or to the City staff person as identified in the bid notice. **Do not unbind bid book and submit individual pages.** Documents that you must sign or include cannot be submitted separately – they must all be included in a bid book.

The bid submission **must** be clearly marked and submitted in a sealed envelope to the office and person identified in the bid notice. The following items **must** be completed and included in the bid submission in order to qualify as bid. Please respond to each item below with a checkmark in the appropriate column.

1. Addenda received and included with this bid: _____ Yes _____ No
Indicate number of addenda received: _____
Addenda(s) are signed by bidder to acknowledge receipt: _____ Yes _____ No
2. Current Certificate of Workers' Compensation is attached to Section 4 of this bid book. _____ Yes _____ No

3. Bid Guaranty and Contract Bond in Section 8 of Contract, Proposal and Standard Documents Section of this bid book, is completed and enclosed: Yes No
- Form of Bid Bond: Surety Company Cashier's Check
 Certified Check Letter of Credit
4. Non-Collusion Affidavit in Section 9(a) of Contract, Proposal and Standard Documents Section of this bid book is signed by bidder and notarized: Yes No
5. Unresolved Finding for Recovery Affidavit in Section 9(b) of Contract, Proposal and Standard Documents Section of this bid book is signed and notarized: Yes No
6. Resources and Experience of Bidder in Section 10 of Contract, Proposal and Standard Documents Section of this bid book is completed and enclosed: Yes No
7. List of Substitutions in Section 11 of Contract, Proposal and Standard Documents Section of this bid book is completed and enclosed: Yes No
8. List of Subcontractors in Section 12 of Contract, Proposal and Standard Documents Section of this bid book is completed and enclosed: Yes No
9. Non-Delinquent Tax Affidavit in Section 13 of Contract, Proposal and Standard Documents Section of this bid book is signed by bidder and notarized: Yes No
10. Bid proposal in Appendix A of this bid book is complete, signed, and Federal Tax ID is provided: Yes No
11. I understand that if my company is notified that the City intends to award the contract to it, I will have the following provision, and no other language, included in the Certificate of Liability Insurance that must be provided to the City:
"Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will provide notice to the City in conformity with the terms of the policy." Yes

12. Section 129.03 of the City's Codified Ordinances establishes a local preference program for the purchase of materials, supplies, equipment and services. If a qualified local company's bid is within five percent of the non-local lowest and best bid, the local company may be awarded the contract if it agrees to match the non-local company's bid. If your business is located within the City's corporate boundaries, you agree to provide the City with permission to view your tax returns filed with the City of Hilliard. Viewing of these records is necessary in order to determine that the business qualifies for the preference under Section 129.03. Only the law department will view the tax returns for these purposes. Check one of the responses below:

_____ Yes, the City of Hilliard's law department has permission to view our company's tax returns filed with the City of Hilliard for the purpose of determining our eligibility for a local preference under Section 129.03 of the City's Codified Ordinances.

_____ Our business is not located in the corporate boundaries of Hilliard and the local preference program does not apply.

I certify that the above items were included in the bid package at the time our bid was submitted to the City.

Title of Authorized representative of Company/Bidder

Signature

Print Name	Title
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Date

NOTICE TO CONTRACTORS

Sealed bids addressed to the Director of Public Service, City of Hilliard, 3800 Municipal Way, Hilliard, Ohio 43026 and endorsed "**HILLIARD CIVIC & CULTURAL ARTS CENTER CIP LB-09, PART 1**" will be received by the **City Of Hilliard, Franklin County, until 2:00 P.M.** (Local Time), **Thursday, November 19, 2015** at which time and place all bids will be publicly opened and read aloud for the following:

HILLIARD CIVIC & CULTURAL ARTS CENTER CIP LB-09, PART 1

All bidders must register as a potential bidder with Key Blue Prints, Plan Key Services, 195 East Livingston Avenue, Columbus, Ohio 43215, in order to place a bid on this project. Registration is required to assure all bidders receive any clarifications or addenda. Bidders who register after 3 p.m. Monday, November 2, 2015 are not guaranteed to receive any addenda issued as part of the bid documents.

Copies of the Contract Documents, Specifications, and Plans are on file with Key Blue Prints, Plan Key Services, 195 East Livingston Avenue, Columbus, Ohio 43215 where they are available for inspection by prospective bidders. Contract Documents, Specifications, and Plans may be obtained from Key Blue Prints for a non-refundable fee of **\$150.00**.

The Engineer's estimated construction cost for the base bid is **Three Hundred Ninety-two Thousand Dollars (\$392,000.00)**. The final completion date is June 15, 2016. Substantial completion date is May 15, 2016.

A **pre-bid meeting** is not scheduled

Failure to fully and accurately complete the bid documents shall be considered grounds for rejecting the bid. Bids may be withdrawn at any time before the scheduled closing time for receipt of bids, but may not be modified and resubmitted. No bid will be accepted if it exceeds the City Engineer's cost estimate by more than ten percent (10%). At the discretion of the City, an award may include performing one or more Alternates. Award of one or more Alternates shall not exceed 10% of the combined Engineer's estimate for those Alternates.

Technical questions about the project should be submitted to Dave Kerr at dk ARCH at davek@davekerrarch.com or to him at 3225 Scioto Run Blvd., Hilliard, OH 43026. Questions about contract documents should be addressed to Clyde R. Seidle, P.E., City Engineer for the City of Hilliard, Ohio at cseidle@hilliardohio.gov or to him at 3800 Municipal Way, Hilliard, Ohio 43026.

This project is subject to prevailing wage and bidders must comply with the prevailing wage rates on Public Improvements in Franklin County and the City of Hilliard, Ohio as determined by the Ohio Bureau of Employment Services, Wage and Hour Division, (614) 644-2239. Bid security must be furnished with all bids. If the bid is accepted, a contract must be executed and a satisfactory contract bond furnished, conditioned according to law, in the amount of one hundred percent (100%) of the contract price, within ten (10) days after Notice of Award. Sureties on all bonds must be satisfactory to the City.

Section 129.03 of the City's Codified Ordinances establishes a local preference program for the purchase of materials, supplies, equipment and services. This Code Section can be found at the following link: www.conwaygreen.com/Hilliard.

The City reserves the right to reject any or all bids. An award will be made to the lowest and best bidder on the base bid, taking into consideration such factors as the qualifications, past

performance, efficiency and responsibility of the bidder along with the price of the bid. Informalities in making out the bid may be waived at the option of the City.

Clyde R. Seidle, P.E.
Director of Public Service/City Engineer
Hilliard, Ohio

Advertise Dates – SNP Hilliard NW News: Thursday, October 29, 2015

Also on State of Ohio Public Notice website at: www.publicnotice.ohio.gov from Thursday, October 29, 2015 through Thursday, November 5, 2015.

Bid Opening Date/Time: Thursday, November 19, 2015 at 2:00 p.m. local time
3800 Municipal Way, Hilliard, Ohio

DESCRIPTION OF THE PROJECT

The HILLIARD CIVIC & CULTURAL ARTS CENTER, PART 1 (see Appendix E) is part of a phased revitalization effort to bring businesses and activities to an area of the City known as Old Hilliard. The project will renovate a 6,955 square foot building on Center Street for use as a community theater, public space and meeting hall.

The project has a base bid only. The City will use the base bid in determining the basis of award. There is a set of special provision that identify the work to be bid.

The City Engineer's estimated construction cost for the base bid is\$ 392,000.00.

No base bid will be accepted if it exceeds the Engineer's cost estimate by more than ten percent (10%). Award of one or more Alternates shall not exceed 10% of the combined Engineer's estimate for those Alternates.

Estimated project start date is November 23, 2015

INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS
2. PREPARATION OF BID
3. SUBSTITUTION OF MATERIALS
4. SUBCONTRACTS
5. BID MODIFICATIONS
6. QUALIFICATION OF BIDDER
7. BID SECURITY
8. CONTRACT AWARD AND EXECUTION
9. INSURANCE
10. POWER OF ATTORNEY
11. NOTICE TO PROCEED/TIME OF COMPLETION
12. CONDITIONS OF WORK
13. ADDENDA AND INTERPRETATIONS
14. LAWS AND REGULATIONS
15. OBLIGATION OF BIDDER
16. INCOME TAX
17. CONFLICTS OF INTEREST
18. OCCUPATIONAL SAFETY AND HEALTH ACT
19. ESTIMATE OF QUANTITIES
20. PAYROLL
21. RELEASE OF FINAL PAYMENT

1. RECEIPT AND OPENING OF BIDS

The City of Hilliard (hereinafter called the "Owner") invites bids on the forms provided. Bids will be received by the Owner at the office of the Department of Public Service until **2:00 p.m.** local time **Thursday, November 19, 2015** at which time and place all bids will be publicly opened and read aloud. The envelope containing the bid must be sealed, addressed to the Director of Public Service of the City of Hilliard, 3800 Municipal Way, Hilliard, Ohio 43026 and designated as the **HILLIARD CIVIC & CULTURAL ARTS CENTER CIP LB-09, PART 1.**

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid received after the time and date specified shall not be considered. Bids may be withdrawn at any time before the scheduled closing time for receipt of bids, but may not be modified and resubmitted. Modification of bids without withdrawal is addressed in Section 5.

Each bidder, by submission of a bid, waives the requirement under Section 153.12(A) of the Ohio Revised Code that the award and execution of the contract be made within sixty days after the date on which the bids are opened, and alternatively, agrees, by submission of a bid, to extend the time for awarding and executing a contract, and to keep their bid open and unchanged, for a period of ninety days.

2. PREPARATION OF BID

Each bid must be submitted on the forms provided in Appendix A. All blank spaces for bid prices/sums must be filled in, in ink or typewritten, in both words and figures, and must be clearly legible. The entire bid book must be submitted. No additional prices or qualifying clauses shall be written in.

Each bid must contain the full name, address and telephone number of each bidder interested in the same.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, its address and phone number, and the name of the Project for which the bid is submitted. When forwarded by mail, the sealed envelope containing the bid must be in another envelope addressed as specified in Section 1.

All supplementary bid documents included within these Bid Documents must be completed and submitted with the bid, as stated in the Bidder's Checklist that must be completed and submitted with the bid package.

No base bid will be accepted if it exceeds the Engineer's cost estimate on the base bid by more than ten percent (10%). Award of one or more Alternates shall not exceed 10% of the combined Engineer's estimate for those Alternates

3. SUBSTITUTION OF MATERIALS

Equivalent materials may be substituted for those referred to by brand name in the detailed specifications. The substitutions are to be listed by brand name on the substitution sheet in the proposal. The bidder shall furnish the Owner complete literature and specifications for each proposed equivalent substitution with the bid. Equivalent materials approved for use by the Owner shall be applied per manufacturer's recommendations. It shall be the sole judgment of the Owner as to the acceptability of the proposed substitution.

4. SUBCONTRACTS

The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner, and must abide by applicable terms and conditions contained herein. The attached List of Subcontractors must be completed and submitted with the bid. If no subcontractors are contemplated to be used by the bidder, then the form should state "None."

5. BID MODIFICATIONS

Any bidder may modify his bid by written communication at any time prior to the scheduled closing time for receipt of bids, providing such written communication is received by the Owner prior to closing time. The written communication shall not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened.

6. QUALIFICATION OF BIDDER

The Owner may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, including without limitation completion and submission of the attached Resources & Experience of Bidder form. The Owner reserves the right to reject any bid if the information submitted by, or investigation of such bidder, fails to satisfy the Owner that the contractor will be able to timely, satisfactorily and professionally complete the work contemplated therein. Conditional bids will not be accepted.

7. BID SECURITY

Bidders are required to comply with current Ohio Law which provides that bid security shall be in the form of a bond for the full amount of the bid, with a corporate Surety approved by the Owner, or a certified check, cashier's check, or irrevocable letter of credit equal to ten percent (10%) of the amount of the bid. The Bid Guaranty form attached to these Bid Documents should be used.

All certified checks, bonds, etc., shall be made payable to the City of Hilliard, Ohio.

Such cash, checks or bid bonds shall be returned to all except the three lowest bidders within three (3) days after the opening of bids, and the remaining cash, checks, or bid bonds will be returned within ten (10) days after the Owner and the accepted bidder have executed the Contract, or if no award has been made within 60 (sixty) days of the opening of the bid, upon demand of the bidder at any time thereafter, so long as it has not been notified of the acceptance of its bid.

8. CONTRACT AWARD AND EXECUTION

After the bids are opened and read aloud, they will be compared on the basis of the combined total of the lump sum price quotes on the base bid required in Appendix A. In the event of a discrepancy between the total price and the extensions, the total price shall govern. The Owner shall also determine any alternate items as stipulated in the Bid Proposal to be performed. The right is reserved to reject any or all bids, to waive technicalities or to advertise for new bids, if in the judgment of the Owner, its best interests will be served thereby.

The award of the work, if it is awarded, will be made as soon as is reasonably possible after the opening of the bids, to the lowest and best bidder whose proposal complies with all the requirements prescribed. In no case will an award be made until all necessary investigations are made as to the qualification of the bidder to whom it is proposed to award the contract.

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

The bidder to whom the work is awarded will be required to execute the Contract and to furnish the required Contract Bond, Certificates of Insurance, and Non-Delinquent Tax Affidavit within ten (10) calendar days from the date when the Notice of Award is communicated in writing to the successful bidder.

A Contract Bond in the amount of 100 percent (100%) of the Contract Price, with a corporate Surety approved by the Owner, will be required for the faithful performance of the Contract. The Contract Bond included herein should be used. The Contract Bond shall remain in effect until the expiration of the one-year guarantee period as assurance of the guarantee herein stipulated.

A bid guaranty, contract bond, payment bond, maintenance bond or any combination thereof executed by a surety not licensed, or a surplus lines company not approved, by the Superintendent of Insurance to execute such a bond in the State of Ohio shall be considered non-responsive and the bid shall be rejected.

9. INSURANCE

(a) Contractor's Liability Insurance. The Contractor shall purchase and maintain:

(i) Such liability and other insurance on an occurrence basis as will protect it and the Owner from claims set forth below which arise out of or result from the Contractor's execution of the work, whether such execution be by itself or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

(A) Claims under Workers' Compensation, occupational sickness or disease, disability benefit and other similar employee benefit acts;

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

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

In order to comply with this requirement, the Contractor shall furnish and attach to each executed set of the Contract Documents, a copy of the Workers' Compensation Certificate showing that the Contractor has paid its Workers' Compensation insurance premium. Renewal certificates shall be furnished as necessary during the life of the Contract.

(ii) A Commercial General Liability policy and Business Automobile Liability policy, separately or combined, issued to the Contractor and protecting it from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract Documents, whether such operations be by the Contractor or by any Subcontractor under it, in the limits as set forth below. The policies shall be endorsed to provide that the General Aggregate Limit applies separately to each of the insured Contractor's projects.

(A) Contracts in the amounts of \$100,000 or less shall require coverage in the amount of not less than \$1 million general aggregate and \$500,000 per occurrence.

(B) Contracts in excess of \$100,000 shall require coverage in the amount of not less than \$2 million general aggregate and \$1 million per occurrence.

(C) The Business Automobile Liability policy shall cover owned, non-owned and hired vehicles and carry a \$1 million coverage amount.

(b) Builder's Risk

Unless otherwise specified in the Contract Documents, the Contractor shall provide and maintain, during the progress of the Work and until the execution of the certificate of completion, a Builder's Risk insurance policy in the amount equal to 100% (one hundred percent) to cover all Work in the course of construction including without limitation falsework, temporary buildings, and structures and materials used in the

construction process, stored on or off site, or while in transit. Such insurance shall insure against perils of fire and extended coverage and physical loss or damage including, without limitation, theft, vandalism, malicious mischief, earthquake, tornado, lightning, explosion, breakage of glass, flood, collapse and water damage. It shall also include debris removal, demolition occasioned by enforcement of any applicable legal requirement, and shall cover reasonable compensation for the Owner's services and expenses required to limit further loss and shall include provision to pay the reasonable extra costs of expediting temporary and/or permanent repairs to, or permanent replacement of, damaged property. The policy shall specifically permit and allow for partial occupancy by the Owner prior to acceptance of the Work.

If the Contractor is involved solely in the installation of materials and equipment and not in new building construction, the Contractor shall purchase and maintain sufficient builder's risk insurance coverage in the amount equal to 100% (one hundred percent) of the cost of the materials and equipment.

(c) Umbrella Excess Liability Insurance to extend existing policies to the required limits will be accepted.

(d) Certificates of Insurance acceptable to the Owner and naming the Owner as an additional insured shall be filed with the Owner prior to execution of the Contract. In no event shall any failure of the Owner to demand a copy of the required Certificate of Insurance be construed as a waiver of the obligation of the Contractor to obtain insurance required to be purchased or maintained and naming the City as an additional insured. These certificates shall contain the following provision in the cancellation section by itself, without any other language or limitation: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will provide notice to the City in conformity with the terms of the policy."

(e) The Contractor shall maintain all insurance in the required amounts, without interruption, from the date of the execution of the Contract until the date of full completion. Failure to maintain the required insurance during the time specified shall be cause for termination of the Contract.

(f) Insurance policies required to be purchased and maintained by the Contractor may include a reasonable loss deductible, which shall be the responsibility of the Contractor to pay in the event of a loss, regardless whether the Contractor or the Owner, as the additional insured, files a claim.

(g) The prompt repair or reconstruction of the work as a result of an insured loss or damage shall be the Contractor's responsibility and shall be accomplished at no additional cost to the Owner.

10. POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds and/or contract bonds must file with each bond a certified and effectively dated copy of the power of attorney granting the authority for their signatures.

11. NOTICE TO PROCEED/TIME OF COMPLETION

After award of the Contract, the City will issue to the successful bidder a Notice to Proceed, which notice shall provide written direction to the Contractor as to what work shall be performed. The Bidder must agree to commence work within ten (10) calendar days after the date of the Contract (Date of the Contract is the date of execution by the Owner) and be substantially complete by April 15, 2015. Contractor shall have final

completion of the Project no later than May 15, 2015. All work under the Contract, including all punch list items shall be fully complete by the final completion date. The Owner reserves the right to issue a "Limited Notice to Proceed", which notice shall provide written direction to the Contractor as to a portion of the work that may or shall be commenced.

12. CONDITIONS OF WORK

Each bidder must be knowledgeable about the conditions relating to the construction of the Project and the employment of labor therefor. Failure to do so will not relieve a successful bidder of the obligation to furnish all material and labor necessary to carry out the provisions of the contract. Insofar as possible, the Contractor, in carrying out its work, must employ such methods or means as will not cause any interruption of, or interference with, the work of any other contractor.

13. ADDENDA AND INTERPRETATIONS

No oral interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder.

If any person contemplating submitting a bid for the proposed Project is in doubt as to the true meaning of any part of the Contract Documents, they may submit a written request for an interpretation thereof to Clyde R. Seidle, P.E., City Engineer at cseidle@hilliardohio.gov. Requests regarding the project specifications and drawings may submit a written request for interpretation thereof to Dave Kerr, dk ARCH at davek@davekerrarch.com or to him at 3225 Scioto Run Blvd., Hilliard, OH 43026. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the Contract Documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed, faxed, emailed, or delivered to each person receiving a set of such Contract Documents. Any such Addenda shall become part of the Contract Documents. The time for opening the bids shall be extended for one week if, within seventy-two (72) hours before the date set for the opening of bids, the Owner mails or otherwise furnishes to prospective bidders a modification of its plans, specifications, or cost estimate for the project. Requests for contract interpretation received within 72 hours prior to the time and date bids are due may be addressed by the City in an addendum at its sole discretion. The Owner will not be responsible for any other explanation or interpretation of the Contract Documents. Documents received after 2:00 PM on Friday will be marked received on the following Monday. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under its bid as submitted.

14. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and shall be deemed to be included in the Contract the same as though actually reproduced herein.

15. OBLIGATION OF BIDDER

At the time of the opening of bids, each bidder will be presumed to have inspected the site(s) and to have become thoroughly familiar with the plans and Contract documents (including all addenda). The failure or omission of any bidder to examine any form,

instrument or document shall in no way relieve any bidder from any obligation in respect to its bid.

16. INCOME TAX

Pursuant to the laws of the City of Hilliard, there will be a tax collected by the City on all salaries, wages, commissions and other compensation earned by residents and non-residents of the City for work done or services performed or rendered in the City; and on the net profits earned on all businesses, professions, corporations or other activities, both resident and non-resident, as the result of work done or services performed or rendered in the City.

The current provisions for this tax are contained in Ordinance 94-10 of the City of Hilliard, Ohio and contained in Chapter 181 of the City's Codified Ordinances

Bidders are advised to become knowledgeable of their responsibilities under the aforementioned tax provisions. Information is available by contacting the Hilliard Tax Administrator, Hilliard Municipal Building, and by accessing the City's website at www.hilliardohio.gov, under the City Code.

If this Project is being undertaken with another municipality, Contractor shall also pay tax to the respective City for work performed in that municipality. Taxes will be collected based upon location of work.

17. CONFLICTS OF INTEREST

No officer, member or employee of the Owner and no member of its governing body, and no other public official of the governing body of the localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Contract which affects a personal interest, or have any personal or pecuniary interest, directly or indirectly, in this Contract or the proceeds thereof.

18. OCCUPATIONAL SAFETY AND HEALTH ACT

Special attention of Bidders is also directed to the requirements of O.S.H.A. The successful Contractor will be required to observe all provisions of that Act, which are by reference included in the provisions of these specifications as if actually reproduced herein and shall be responsible for their enforcement.

19. ESTIMATE OF QUANTITIES

The quantities, if so listed in the Bid Schedule, Appendix A, are to be considered as approximate and are to be used for comparison of bids only. Quantities used for final payment will be based on actual used or calculated measurements, whichever is less. All field measurements of quantities used for payment shall be made by the Contractor in the presence of the Engineer or his authorized representative.

20. PAYROLL

The Contractor shall submit, on standard payroll forms, with original signature, a payroll for each week of the work. Before final payment will be made, these forms together with a letter certifying all payrolls have been submitted must be on file with the City.

21. RELEASE OF FINAL PAYMENT

The attention of the Contractor is directed to Section 19.6 and 20.1 of the following section titled "General Conditions."

Before the final payment will be released, the Contractor shall submit to the City of Hilliard an affidavit attesting under oath that all claims and obligations arising from performance of the work under this Contract have been paid, discharged or waived.

GENERAL CONDITIONS

1. DEFINITIONS
2. ADDITIONAL INSTRUCTIONS AND
DETAIL DRAWINGS
3. SCHEDULES, REPORTS AND
RECORDS
4. PLANS AND SPECIFICATIONS
5. SHOP DRAWINGS
6. MATERIALS, EQUIPMENT, SERVICES
AND FACILITIES
7. INSPECTION AND TESTING
8. SUBSTITUTIONS
9. PATENTS
10. SURVEYS, PERMITS, REGULATIONS
11. PROTECTION OF WORK, PROPERTY,
PERSONS
12. SUPERVISION BY CONTRACTOR
13. CHANGES IN THE WORK
14. CHANGES IN CONTRACT PRICE
15. TIME FOR COMPLETION AND
LIQUIDATED DAMAGES
16. CORRECTION OF WORK
17. SUBSURFACE CONDITIONS
18. SUSPENSION OF WORK,
TERMINATION AND DELAY
19. PAYMENTS TO CONTRACTOR
20. ACCEPTANCE OF FINAL
PAYMENT AS RELEASE
21. CONTRACT SECURITY
22. ASSIGNMENTS
23. INDEMNIFICATION
24. SEPARATE CONTRACTS
25. SUBCONTRACTING
26. ENGINEER'S AUTHORITY
27. LAND AND RIGHTS-OF-WAY
28. GUARANTY
29. TAXES
30. NIGHT, HOLIDAY & SUNDAY
WORK
31. CLEAN UP AFTER COMPLETION
32. SANITARY REGULATIONS
33. NON-DISCRIMINATION IN
EMPLOYMENT
34. REFERENCE STANDARDS
35. "AS-BUILTS"

1. DEFINITIONS

- 1.1 Wherever used in the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof.
- 1.2 ADDENDA – Written or graphic instruments issued prior to the execution of the Contract which modify or interpret the Contract Documents by additions, deletions, clarifications or corrections.
- 1.3 BID – The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed.
- 1.4 BIDDER – Any person, firm or corporation submitting a bid for the work.
- 1.5 BONDS – Bid Guaranty and Contract and other instruments of security, furnished by the Contractor and its surety in accordance with the Contract Documents.
- 1.6 CHANGE ORDER – A written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract price or Contract time based upon the addition, deletion or revision in the work to be performed.
- 1.7 CONTRACT DOCUMENTS – The Contract, including Notice to Contractors, Information for Bidders, description of Project, bid schedule, bid proposal, Bid Bond, Contract Bond, general conditions, special and detail specifications, plans, and addenda.

- 1.8 CONTRACT PRICE – The total monies payable to the Contractor under the terms and conditions of the Contract Documents.
- 1.9 CONTRACT TIME – The number of calendar days stated in the Contract Documents for the completion of work.
- 1.10 CONTRACTOR – The person, firm, partnership, association or corporation with whom the owner has executed the Contract.
- 1.11 PLANS – The part of the Contract Documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the Engineer.
- 1.12 ENGINEER – The City Engineer of Hilliard, Ohio or its designated Project representative.
- 1.13 FIELD ORDER – A written order affecting a change in the work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during the construction.
- 1.14 NOTICE OF AWARD – The written notice of the acceptance of the bid from the Owner to the bidder.
- 1.15 NOTICE TO PROCEED – Written communication issued by the Owner to the Contractor authorizing it to proceed with the work and establishing the date of commencement of the work.
- 1.16 OWNER – The City of Hilliard, Ohio.
- 1.17 PROJECT – The subject of the Contract Documents which the Owner has hired Contractor to perform and complete.
- 1.18 SHOP DRAWINGS – All drawings, diagrams, illustrations, brochures, schedules and other data prepared by the Contractor, a sub-contractor, manufacturer, supplier or distributor, which illustrate how specific portions of the work shall be fabricated or installed.
- 1.19 SPECIFICATIONS – A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1.20 SUB-CONTRACTOR – An individual, firm or corporation having a direct contract with the Contractor or with any other sub-contractor for the performance of a part of the work at the site.
- 1.21 SPECIAL SPECIFICATION – Modifications to general conditions and supplemental detail specifications.
- 1.22 SUPPLIERS – Any person, supplier or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor, other than delivery, at the site.
- 1.23 WORK – All labor necessary to complete the Project and produce the construction required by the contract documents, and all materials and equipment incorporated or to be incorporated in the Project.
- 1.24 WRITTEN NOTICE – Any notice to any party of the Contract relative to any part of the Contract, in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to such party at its last given address, delivered in person to such party or its authorized representative, faxed to such party or its authorized representative with receipt confirmation; or e-mailed to such party or its authorized representative with receipt confirmation.

2. **ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS**

- 2.1 The Contractor may be furnished additional instructions and detail drawings, by the Engineer, as necessary to carry out the work required by the Contract Documents.
- 2.2 The additional drawings and instruction thus applied will become a part of the Contract Documents. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

3. **SCHEDULES, REPORTS AND RECORDS**

- 3.1 The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable, as are required by the Contract Documents for the work to be performed.
- 3.2 Prior to the pre-construction meeting, the Contractor shall submit construction progress schedules showing the order in which the Contractor proposes to carry on the work, including dates at which the Contractor will start the various parts of the work, estimated date of completion of each part and, as applicable, the following:
 - 3.2.1 The dates at which special detail drawings will be required; and
 - 3.2.2 Respective dates for submission of shop drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.
- 3.3 The Contractor shall also submit a schedule of payments that it anticipates to invoice during the course of completing the Project.

4. **PLANS AND SPECIFICATIONS**

- 4.1 The intent of the plans and specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy or operation by the Owner.
- 4.2 In the event of a conflict between the plans and specifications, the plans shall govern. Figure dimensions on plans shall govern over scale dimensions, and detailed plans shall govern over general plans.
- 4.3 Discrepancies discovered by Contractor between the plans and specifications and site conditions or any inconsistencies or ambiguities in the plans or specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the contractor after discovering such discrepancies, inconsistencies or ambiguities and prior to the Engineer's approval or corrections, shall be done at the Contractor's risk and Contractor may have to redo the work at its own expense and without compensation by Owner.
- 4.4 The plans and specifications prepared for this Project are intended to be complete. Anything called for in the specifications and not shown on the plans or shown on the plans and not called for in the specifications, must be furnished by the Contractor as part of the Project as though appearing in both.

5. **SHOP DRAWINGS**

- 5.1 The Contractor shall provide shop drawings as may be necessary for the prosecution of the work as required by the Contract Documents. The Engineer shall promptly review all shop drawings. The Engineer's approval of any shop drawing shall not release the Contractor from responsibility for deviations from the Contract Documents. The approval of any shop drawing

which substantially deviates from requirements in the Contract Documents shall be evidenced by a written change order.

- 5.2 When submitted for the Engineer's review, shop drawings shall bear the Contractor's certification that the Contractor has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the Contract Documents.
- 5.3 Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been approved by the Engineer. A copy of each approved shop drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

6. **MATERIALS, EQUIPMENT, SERVICES, AND FACILITIES**

- 6.1 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the work within the specified time.
- 6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection.
- 6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer. Unless specifically stated otherwise, all materials and equipment incorporated in the work shall be new, unused, and undamaged.
- 6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.
- 6.5 Materials, supplies or equipment to be incorporated into the work shall not be purchased by the Contractor or the sub-contractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

7. **INSPECTION AND TESTING**

- 7.1 All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.
- 7.2 The owner shall provide all inspection and testing services not included as a part of the work and services to be provided by Contractor.
- 7.3 The Contractor shall provide, at its expense, the necessary testing and inspection services required by the Contract Documents.
- 7.4 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will then furnish the Engineer the required certificates of inspection, testing or approval.
- 7.5 Inspections, tests or approvals by the Engineer or others shall not relieve the Contractor from its obligations to perform the work in accordance with the requirements of the Contract Documents.

- 7.6 The Owner and its representatives and agents will at all times have access to the work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection, or testing thereof.
- 7.7 No work shall be covered prior to inspection, and approval to do so is required by the Engineer or its authorized representative. If any work is covered without inspection and without permission to do so, the Contractor, upon request of the Engineer or its authorized representative, shall uncover the work for inspection, at its own expense.
- 7.8 If the Engineer considers it necessary or advisable that covered work be inspected or tested by others, the Contractor at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction.

8. **SUBSTITUTIONS**

- 8.1 Whenever a material, article or piece of equipment is identified on the plans or specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function may be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function, for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the sole discretion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price and Contract Documents shall be appropriately modified by change order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.
- 8.2 In considering the suitability of substitutes, in addition to equality of substance and function, economy of maintenance and operation, availability of repair parts and duration of life shall be considered. In those instances in which a particular brand or make of material, device or equipment is required to be stated by the Contractor in the bid, the Contractor will be required to provide the item so indicated unless approved by the Engineer, by field order or change order.

9. **PATENTS**

- 9.1 The Contractor shall pay all applicable royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall hold and save the Owner harmless from loss on account thereof. If the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, the Contractor shall be responsible for such loss unless the Contractor promptly gives such information to the Engineer.

10. **SURVEYS, PERMITS, REGULATIONS**

- 10.1 The Owner shall furnish all boundary surveys and establish all baselines for locating the principal component parts of the work together with a suitable number of bench marks adjacent to the work as shown in the Contract Documents. From the information provided by the Owner, unless otherwise specified in the Contract Documents, the Contractor shall

develop and make all detail surveys needed for construction, such as slope stakes, batter boards, stakes for pole locations and other working points, lines, elevations and cut sheets.

- 10.2 The Contractor shall carefully preserve bench marks, reference points and stakes and, in the case of willful or careless destruction, the Contractor shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.
- 10.3 Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor unless otherwise stated in the special specifications. Permits, licenses, and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, the Contractor shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in section 13, Changes in the Work.

11. PROTECTION OF WORK, PROPERTY, AND PERSONS

- 11.1 The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees, and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- 11.2 The Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. The Contractor will notify owners of adjacent utilities when prosecution of the work may affect them. The Contractor will remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable.
- 11.3 In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the engineer or owner, shall act to prevent threatened damage, injury or loss. The Contractor will give the engineer prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby, and request that a change order be issued covering the changes and deviations involved, which may be issued upon just determination by the Owner.
- 11.4 The locations of utilities and structures, both surface and subsurface, are shown on the plans from data available at the time of survey and are not certified by the Owner to be complete or correct. The exact location and protection of utilities and structures is the responsibility of the Contractor and Contractor knowingly accepts this responsibility upon execution of the contract. During construction, the Contractor shall use diligence in protecting from damage, all existing utilities and structures whether shown on the plans or not. If damage is caused, the Contractor shall be responsible for the repair or restoration of same in accordance with the directions of the Engineer and for any resulting contingent damage, including financial claims, and will indemnify and hold the City harmless thereon from any and all damages, costs, expenses, including reasonable attorney fees, associated therewith.
- 11.5 The Contractor will be held responsible for any and all materials or work to the full amount of payments made thereon, and will be required to make good, at its own cost, any injury or damage which said materials or work may sustain from any source or cause whatsoever, before final acceptance thereof. During periods of wet, freezing or severe winter weather, the

Contractor shall provide the necessary drainage, heating facilities and other protection for the work.

If upon notification, the Contractor fails to take positive action to correct the drainage, heating or protection deficiencies within 24 hours, the Owner will do so at the Contractor's expense. The cost of correcting the deficiencies will be deducted from the Contract Price.

12. SUPERVISION BY CONTRACTOR

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

13. CHANGES IN THE WORK

- 13.1 The Owner may at any time, as the need arises, order changes within the scope of the work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by Change Order.
- 13.2 The Engineer also may, at any time, by issuing a Field Order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the Engineer unless the Contractor believes that such field order entitles him to change a Contract Price or Contract Time, or both, in which event the Contractor shall give the Engineer written notice thereof within seven (7) days after the receipt of the ordered change. Thereafter, the Contractor shall document the basis for the change in Contract Price or Contract Time within fourteen days (14) days. However, the Contractor shall not execute such changes pending the receipt of an executed Change Order or further written instructions from the Owner.

14. CHANGES IN CONTRACT PRICE

- 14.1 The Contract Price may be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:
- (a) An agreed lump sum.
 - (b) The actual cost for labor, direct overhead, materials, supplies, equipment and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon, but not to exceed fifteen (15) percent of the actual cost of the work to cover the cost of general overhead and profit.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 15.1 The date of beginning and time for completion of the work are essential conditions of the Contract Documents and the work shall be commenced on a date specified in the notice to proceed.
- 15.2 The Contractor will proceed with the work at a rate of progress which will insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time stated in the Contract for the completion of the work described herein is a reasonable time, taking into consideration the nature of the work, its

level of complexity, the average climatic and economic conditions and other factors prevailing in the locality of the work.

15.3 If the Contractor fails to complete the work within the Contract Time, or extension of time granted by the Owner, then the Contractor shall pay to the Owner the amount of liquidated damages as specified in paragraph 15.5 for each calendar day that the Contractor shall be in default after the time stipulated above and for all expenses of engineering and inspection after the date set for completion. The Owner shall have the right to deduct all or any unpaid balance of said liquidated damages and engineering and inspection expenses from any money due the Contractor. The amount still owing, if any, after such deduction, shall be paid on demand by the Contractor or his Surety. Such payment shall not relieve the Contractor or the Surety from any other obligations under the Contract.

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

15.4.1 Any preference, priority or allocation order authorized and issued by the Owner which differs from the Contractor's bid.

15.4.2 Unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or the public enemy, fires, floods, medical epidemics, quarantine restrictions, freight embargoes, and extreme, unforeseeable weather; and

15.4.3 Any delays of sub-contractors occasioned by any of the acts specified in paragraphs 15.4.1 and 15.4.2.

15.5 SCHEDULE OF LIQUIDATED DAMAGES

The Contractor shall complete the work within the time of completion stated in the Information for Bidders and on or before the calendar date specified in the Notice to Proceed, or on or before a later date determined and agreed to in writing by the Owner.

If the Contractor fails to complete the work within the time allowed in the Notice to Proceed or within an extended time granted by the Owner, there shall be for each calendar day that any work shall remain uncompleted after the completion date or extended completion date the sum specified hereinafter deducted from any money due the Contractor, not as a penalty but as liquidated damages.

Original Contract Amount (Total Amount of the Bid)	Amount of Liquidated Damages To Be Deducted for Each Calendar Day Past Date Project Was to be Completed
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<u>From More Than</u>	<u>To and Including</u>	<u>Amount</u>
\$0	\$25,000.....	\$50.00
\$25,000	\$50,000.....	\$75.00
\$50,000	\$100,000.....	\$100.00
\$100,000	\$500,000.....	\$300.00
\$500,000	\$1,000,000.....	\$500.00
\$1,000,000	\$2,000,000.....	\$750.00
\$2,000,000	\$5,000,000.....	\$1,000.00
\$5,000,000	\$10,000,000.....	\$1,500.00
Over \$10,000,000	\$2,000.00

16. CORRECTION OF WORK

- 16.1 The Contractor shall promptly remove from the premises all work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal and replacement.
- 16.2 All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of written notice, the Owner may remove such work and store the materials at the expense of the Contractor.

17. SUBSURFACE CONDITIONS

- 17.1 The Contractor shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the owner by written notice of:
- 17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the contract documents; or
- 17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
- 17.2 The Owner shall promptly investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the work, the Owner may agree to an equitable adjustment which would then be reflected in the Contract Documents by a Change Order. Any claim of the Contractor for adjustment hereunder shall only be considered if the Contractor has given the required written notice; provided that the Owner may, if the Contractor determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

18. SUSPENSION OF WORK, TERMINATION, AND DELAY

- 18.1 The Owner may suspend the work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by written notice to the Contractor and the Engineer. The notice shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Owner will adjust the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.
- 18.2 Without prejudice to any other right or remedy and after giving the Contractor and the surety a minimum of seven (7) calendar days from delivery of written notice, the Owner may terminate the services of the Contractor for any of the following: (a) the Contractor is adjudged bankrupt or insolvent or a general assignment is made for the benefit of the creditors or a trustee or receiver is appointed for the contractor or for any of its property; (b) the Contractor files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or applicable laws; (c) the Contractor repeatedly fails to supply sufficient skilled workers or suitable materials or equipment; (d) the Contractor fails to make prompt payments to sub-contractors for labor, materials or equipment; (e) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work; or (f) the Contractor disregards the authority of the Engineer, or otherwise violates any provision of the Contract Documents. In the event that the Owner terminates the services of the Contractor pursuant to this paragraph 18.2, the Owner may thereupon take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and finish the work by whatever method the owner deems expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of

completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the owner will be determined by the Engineer and incorporated in a Change Order.

- 18.3 Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention of payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.
- 18.4 After seven (7) calendar days from delivery of a written notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the Contractor shall be paid for all work executed.
- 18.5 If, through no act or fault of the Contractor, the work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or the Owner fails to pay the Contractor substantially the sum approved by the Engineer within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) calendar days from delivery of a written notice to the Owner and Engineer, terminate the Contract and recover from the Owner payment for all work executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the Engineer has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may, upon ten (10) calendar days written notice to the Owner and the Engineer, stop the work until the Contractor has been paid all amounts then due, in which event and upon resumption of the work, written Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the work.
- 18.6 If the performance of all or any portion of the work is suspended, delayed, or interrupted as a result of a failure of the Owner or Engineer to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or Engineer.

19. PAYMENTS TO CONTRACTOR

- 19.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor shall submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. All pay requests shall be submitted along with the completed form for payment located in the bidding documents. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the Owner as will establish the Owner's title to the material and equipment and protect its interest therein, including applicable insurance. The Engineer will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing to the Contractor that payment is approved and shall present the partial payment estimate to the Owner, or the Engineer will return the partial payment estimate to the Contractor as disapproved, indicating in writing the reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within thirty (30) days of presentation of an approved partial payment, pay the Contractor a progress payment on the basis of the approved partial payment estimate. The Owner shall retain eight percent (8%) of the amount of each payment until fifty percent (50%) of the work is completed. All labor performed and material incorporated in the work after the job is fifty percent (50%) completed shall be paid for at the rate of one hundred percent (100%) of the amount of

additional labor and material furnished and approved and the amount previously retained shall be deposited in an escrow account. The funds in the escrow account are to be paid the Contractor at the same time and in the same manner as specified for payment of the retained amount in paragraph 19.5 of these General Conditions. Payment for material and equipment delivered and not incorporated shall be at the rate of ninety-two percent (92%) of invoice value of such material and equipment. Partial payment to the Contractor for work performed under a lump sum price shall be based on the schedule of quantities and cost submitted as required by paragraph 3.1 of these General Conditions.

- 19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.
- 19.3 Prior to substantial completion, the Owner, with the approval of the Engineer and with the concurrence of the Contractor, may use any completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.
- 19.4 The Owner shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damaged work except such as may be caused by agents or employees of the Owner.
- 19.5 Upon completion and acceptance of the work, the Engineer shall issue a certificate attached to the final payment request that the work has been accepted under the conditions of the Contract Documents. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the Owner, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the work.
- 19.6 The Contractor shall indemnify and save the Owner and the Owner's agents harmless from any and all claims growing out of the lawful demands of sub-contractors, laborers, workers, mechanics, material-men, and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations and claims of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation, a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents. In no event shall the provisions of this sentence be construed to impose any obligation upon the Owner to any of the Contractor, its surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

20. **ACCEPTANCE OF FINAL PAYMENT AS RELEASE**

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

21. **CONTRACT SECURITY**

- 21.1 The Contractor shall within ten (10) days after the receipt of the notice of award furnish the Owner with a Contract in a penal sum equal to the amount of the Contract Price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the prompt payment by the Contractor to all

persons supplying labor and materials in the prosecution of the work provided by the Contract Documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of Ohio, and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of the Contract Bond shall be borne by the Contractor and not reimbursable under this Contract. If at any time a surety on any such bond is declared bankrupt or loses its right to do business in Ohio or is removed from the list of Surety Companies accepted on Federal Bonds, the Contractor shall, within ten (10) days after notice from the Owner to do so, substitute an acceptable bond(s) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the owner.

22. ASSIGNMENTS

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

23. INDEMNIFICATION

- 23.1 The Contractor shall indemnify and hold harmless the Owner and the Owner's Engineer and their agents and employees, and the City's elected officials and officers, from and against all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from the performance or non-performance of the work, caused in whole or in part by any act or omission of the Contractor, any sub-contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.
- 23.2 In any and all claims against the Owner or the Engineer, or any of their agents or employees, by any employee of the Contractor, any sub-contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any sub-contractor under workers compensation acts, disability benefit acts or other employee benefits acts.

24. SEPARATE CONTRACTS

- 24.1 The Owner reserves the right to let other contracts in connection with this Project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate all work with theirs. If the proper execution or results of any part of the Contractor's work depends upon the work of any other contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results.
- 24.2 The Owner may perform additional work related to the Project, or may let other contracts containing provisions substantially similar to these. The Contractor will afford the other contractors who are parties to such contracts (or the Owner, if performing the additional work), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate all work with theirs.
- 24.3 If the performance of additional work by other contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. If the Contractor believes that the performance of such additional work by the work of others involves additional expense or an extension of the Contract Time, a claim may be made through a request for a change order pursuant to paragraph 14 "Changes in Contract Price" in the General Standards.

25. **SUBCONTRACTING**

- 25.1 The Contractor may utilize the services of specialty sub-contractors on those parts of the work which, under normal contracting practices, are performed by specialty sub-contractors. All sub-contractors must be listed with the bid submitted by the Contractor on the form provided with a description of the type of work they will be performing. The Owner reserves the right to reject any or all proposed sub-contractors listed thereon before the bid is awarded. However, the Owner will give the bidder an opportunity to either (a) withdraw the bid or (b) substitute sub-contractors who are acceptable to the Owner, provided such substitution of sub-contractors does not change the amount of the bid. The Owner will not reject any listed sub-contractor after the Contract award has been made by the Owner.
- 25.2 The Contractor shall be fully responsible to the Owner for the acts and omissions of its sub-contractor(s), and of persons either directly or indirectly employed by it, as it is for the acts and omissions of persons directly employed by it.
- 25.3 The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to bind sub-contractors to the Contractor by the terms of the Contract documents insofar as applicable to the work of sub-contractors and to give the Contractor the same power as regards to terminating any subcontract that the owner may exercise over the Contractor under any provisions of the Contract Documents.
- 25.4 Nothing contained in this Contract shall create any contractual relation between any sub-contractor and the Owner.

26. **ENGINEER'S AUTHORITY**

- 26.1 The Engineer shall act as the Owner's representative during the construction period. The Engineer shall answer questions which may arise as to quality and acceptability of materials furnished and work performed and shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the work is proceeding in accordance with the Contract Documents.
- 26.2 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the work. Inspections may be made at the factory or fabrication plant of the source of material supply.
- 26.3 The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
- 26.4 The Engineer shall promptly make decisions relative to interpretation of the Contract Documents.

27. **LAND AND RIGHTS-OF-WAY**

- 27.1 Unless stated otherwise in the Contract or Bid Documents, the Owner shall obtain all land and rights-of-way that are necessary for carrying out and for completing the work pursuant to the Contract Documents, unless otherwise mutually agreed.
- 27.2 The Owner shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired.
- 27.3 The Contractor shall provide without expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities or for storage of materials.

28. **MAINTENANCE GUARANTEE**

28.1 The Contractor shall guarantee all materials and equipment furnished, and work performed, for a period of one year from the date of final completion. The Contractor warrants and guarantees for a period of one year that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the work resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Contract Bond shall remain in full force and effect through the guarantee period.

29. **TAXES**

29.1 The Contractor will pay all sales, consumer, use, income and other similar taxes required by the law of the place where the work is performed.

30. **NIGHT, HOLIDAY, OR SUNDAY WORK**

30.1 No work shall be done on Sundays, national Holidays or before 7:30 a.m. or after 7:30 p.m. on any workday, except in case of emergencies, or when written permission or order is given because work items are of such a nature that they must be performed during these hours. The Director of Public Service shall authorize any work to be undertaken on Sundays, national Holidays or after 7:30 p.m.

31. **CLEANING UP AFTER COMPLETION**

31.1 When the work is completed, all areas disturbed by the contractor's operations shall be cleaned and restored as directed by the Engineer, to a neat and presentable condition.

32. **SANITARY REGULATIONS**

32.1 Suitable sanitary conveniences for the use of persons employed at the Project site, properly screened from the public observation, shall be provided and maintained by the Contractor.

33. **NON-DISCRIMINATION IN EMPLOYMENT**

33.1 During the performance of this Agreement, CONTRACTOR agrees that CONTRACTOR, its sub-consultants, employees and agents, will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability or military status as defined in Section 4112.01 of the Ohio Revised Code, which employee or applicant for employment is qualified and available to perform the work to which the employment relates. CONTRACTOR will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, sex, national origin, age, ancestry, disability or military status (as defined in Section 4112.01 of the Ohio Revised Code). Such action will include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

34. **REFERENCE STANDARDS**

34.1 Reference to the standards or specifications of any technical society, organization or association, shall mean the latest standard or specification adopted and published sixty (60) days prior to the date of taking bids, unless specifically stated otherwise.

35. **AS-BUILTS**

35.1 Unless otherwise specified in the Contract Documents, the Contractor shall submit two (2) sets of "As-Built" plans upon completion of the work. "As-Built" plans shall show any changes to the plans in carefully drawn and lettered details, plans, notes, sketches, and/or dimensions as required to provide a complete and accurate record of the work.

CONTRACT, PROPOSAL AND STANDARD DOCUMENTS

- | | | | |
|-------|---|-------|---|
| 1. | CONTRACT | 9(a). | NON-COLLUSION AFFIDAVIT |
| 2. | CERTIFICATE OF LAW
DIRECTOR | 9(b). | UNRESOLVED FINDING FOR
RECOVERY AFFIDAVIT |
| 3. | CERTIFICATE OF CITY
FINANCE DIRECTOR | 10. | RESOURCES AND EXPERIENCE
OF BIDDER |
| 4. | INSURANCES | 11. | LIST OF SUBSTITUTIONS |
| 5. | NOTICE OF AWARD | 12. | LIST OF SUBCONTRACTORS |
| 6(a). | "LIMITED" NOTICE TO
PROCEED | 13. | NON-DELINQUENT TAX
AFFIDAVIT |
| 6(b). | "FULL" NOTICE TO PROCEED | 14. | AFFIDAVIT OF CONTRACTOR
PREVAILING WAGE (SAMPLE) |
| 7. | BID PROPOSAL | 15. | APPLICATION FOR PAYMENT |
| 8. | BID GUARANTY & CONTRACT
BOND | 16. | APPLICATION FOR
SUBSTANTIAL COMPLETION |
| 8(a) | NOTICE OF COMMENCEMENT | | |
| 8(b) | NOTICE TO UTILITIES | | |

1. CONTRACT

PAGE 1 of 2

This contract is made and entered into this ____ day of _____ 2015, by and between the City of Hilliard, Ohio (the "City") and _____ (the "Contractor").

WITNESSETH: That the parties to these presents, each in consideration of the undertakings, promises and agreements on the part of the other herein contained, have undertaken, promised and agreed and do hereby undertake, promise and agree as follows:

ARTICLE 1. The Contractor, in consideration of the sums of money herein specified to be paid by the City to the Contractor, shall and will at its own cost and expense, furnish all labor, materials, tools, equipment, transportation and all other things that may be necessary to furnish and construct the **HILLIARD CIVIC & CULTURAL ARTS CENTER, CIP LB-09, PART 1** (the "Project") in accordance with the specifications and drawings with the Notice to Contractors, Information for Bidders, Appendices, Special Provisions (if any), General Conditions, Detailed Drawings and Bonds (collectively, "Bid Documents") attached hereto and made a part of this Contract. All work for the Project is to be fully completed to the satisfaction of the Engineer and to the acceptance of the City on or before the date for completion set forth in the Notice to Proceed and at the prices listed in the Bid Proposal and Bid Schedule, Appendix A of the Bid Documents.

***NOTE:** The date of this agreement will be the date of the signing of the contract by the City. The date will not be filled in by the Contractor when contractor signs the Contract.

Said _____ (Contractor) hereby further agrees to withhold City of Hilliard income taxes due or payable under the provisions of Ordinance No. 94-10 of the City of Hilliard, Ohio, 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 Hilliard income taxes due under said Ordinance for services performed under this contract located in the City of Hilliard.

ARTICLE II. The City, in consideration of the full and faithful performance by Contractor, agrees that it will pay to said Contractor an amount not to exceed _____ Dollars (\$_____) for the sums written into the Bid Schedule, Appendix A of the Bid Documents. Payments are to be made pursuant to the procedure outlined in sections 19 and 20 of the General Standards.

ARTICLE III. All requirements of the Bid Documents are incorporated herein by reference.

(continues on following page)

IN TESTIMONY WHEREOF, the said parties, each by a duly authorized representative, have hereunto set their hands the day and year first above written.

CITY OF HILLIARD, OHIO

By: _____
Clyde R. Seidle, PE
Director of Public Service

CONTRACTOR:

By: _____

Print _____

Title: _____

2. CERTIFICATE OF CITY LAW DIRECTOR

Approved as to Form.

Date: _____, 2015.

Tracy L. Bradford
Director of Law

3. CERTIFICATE OF CITY FINANCE DIRECTOR

It is hereby certified that the amount of \$ _____ required to meet the agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the Treasury or in the process of collection to the credit of the proper fund and is free from any obligation or certificates now outstanding.

Date: _____, 2015.

David D. Delande
Director of Finance

Authorizing Legislation: CT Resolution 15-R-39 Passed: June 22, 2105 Effective: June 23, 2015

Purchase Order No: _____

4. ATTACH ALL INSURANCE CERTIFICATES TO THIS SHEET

Required attachments include Certificate of Liability Insurance and Certificate of Workers' Compensation coverage.

5. NOTICE OF AWARD

TO: _____

PROJECT: HILLIARD CIVIC & CULTURAL ARTS CENTER, CIP LB-09, PART 1

The Owner has considered the bid submitted by you for the above-described Project in response to its Advertisement for Bids dated October 29, 2015 and November 5, 2015 and Information for Bidders.

You are hereby notified that your bid on the base bid has been accepted. In addition, you are notified that your bid on the following Alternates have been accepted:

_____.

You are required by the Information for Bidders to execute the Contract and to furnish the required Contract Bond, Certificate of Liability Insurance and Certificate of Workers' Compensation coverage within ten (10) calendar days from the date of this notice to you.

If you fail to execute the Contract within ten (10) calendar days from the date of this notice, the Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned. The Owner will be entitled to such other rights as may be allowed by law. You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____, 2015
City of Hilliard, Owner

By _____
Clyde R. Seidle, PE
Director of Public Service

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged:

Company/Contractor Name: _____

By _____
(Name) (Title)

Date: _____, 2015

6A. "LIMITED" NOTICE TO PROCEED

TO: _____

PROJECT: HILLIARD CIVIC & CULTURAL ARTS CENTER, CIP LB-09, PART 1

You are hereby notified to commence work in accordance with the Contract dated _____ on or before _____ and you are to complete the work within _____ consecutive calendar days thereafter. The date of Final Completion of all work is therefore June 15, 2016. The date of Substantial Completion is May 15, 2016.

This "Limited" Notice to Proceed does not grant permission to Contractor to _____.

City of Hilliard, Owner

By _____
Clyde R. Seidle, PE
Director of Public Service

ACCEPTANCE OF NOTICE

Receipt of the above "Limited" Notice to Proceed is hereby acknowledged:

Company/Contractor Name: _____

By _____
(Name) (Title)

Date: _____, 2015

6B. "FULL" NOTICE TO PROCEED

To: _____

PROJECT: HILLIARD CIVIC & CULTURAL ARTS CENTER, CIP LB-09, PART 1

You are hereby notified to commence work in accordance with the Contract dated _____ on or before _____, 2015 and you are to complete the work within _____ consecutive calendar days thereafter. The date of Final Completion of all work is June 15, 2016. The date of Substantial Completion is May 15, 2016.

City of Hilliard, Owner

By _____
Clyde R. Seidle, PE
Director of Public Service

ACCEPTANCE OF NOTICE

Receipt of the above "Full" Notice to Proceed is hereby acknowledged:

Company/Contractor Name: _____

By _____
(Name) (Title)

Date: _____, 2015

7. BID PROPOSAL

To the Director of Public Service of the City of Hilliard, Franklin County, Ohio.

After a careful examination of the Notice to Contractors, Specifications, Plans and Details and all other Contract Documents for the construction of:

PROJECT: HILLIARD CIVIC & CULTURAL ARTS CENTER, CIP LB-09, PART 1

(said specifications, plans and details the same as are on file with the City) and after a careful examination of the site of the proposed work, together with such investigations as are necessary to determine the character and extent of the work, the undersigned does hereby propose and agree to furnish all labor, materials, tools, equipment, transportation and all other things that may be necessary to furnish and construct the said work in full and in strict accordance with the said specifications, plans and details at the following prices, to wit:

Total Dollars in Numbers: \$ _____ (Base Bid)

Total Dollars in Words: _____

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

Reference has been made to the attached Bid Schedule, Appendix A, and this Bid Proposal is made in conformance therewith.

If this proposal is accepted by the City and the undersigned shall fail, within a period of ten (10) days from the Notice of Award, to execute the attached Contract, then the City may, at its option, determine that the undersigned has abandoned its bid, and thereupon this Proposal shall be null and void.

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

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____

Name of Company _____

Signature of Bidder _____

Title _____

Business Address of Bidder _____

Dated at _____ this _____ day of _____

8. BID GUARANTY & CONTRACT BOND

(SECTION 153.571 Ohio Revised Code)

(Not to be filled out if a certified check, cashier's check or letter of credit is submitted)

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

(Name and Address)

as Principal and _____,
(Name of Surety)

as Surety, are hereby held and firmly bound unto the City of Hilliard, Ohio, as the Owner and Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to undertake the Project known as **PROJECT: HILLIARD CIVIC & CULTURAL ARTS CENTER, CIP LB-09, PART 1**

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of one hundred percent (100%) of the bid, including any alternates which may be accepted. For the payment of the penal sum well and truly be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, 2015, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that, whereas the above named Principal has submitted a bid for the above referred to Project.

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

NOW ALSO, if the said _____ shall well and faithfully do and perform the things agreed by _____ to be done and performed according to the terms of said Contract; and shall pay all lawful claims of subcontractors, material-men and laborers, for labor performed and materials furnished in the carrying forward, performing, or

completing of said Contract; we agreeing and assenting that this undertaking shall be for the benefit of any material-man or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said Contract or in or to the plans and specifications therefore shall in any wise affect the obligations of said Surety or its bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the Contract or in or to the plans or specifications thereto.

FURTHER, it is expressly understood and agreed that this bond shall remain in full force and effect and continue as a guarantee of workmanship and materials for a period of one (1) year after completion of the Contract and final acceptance of the completed work by the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and such of them as are officers of corporations have signed under proper authority from the corporation, the day and year first set forth above.

PRINCIPAL:

By _____

Its _____

SURETY:

By _____

Its _____

The foregoing is approved by:

CITY OF HILLIARD, OHIO

By _____
Clyde R. Seidle, Director of Public Service

By _____
David D. Delande, Director of Finance

Approved as to form:

Tracy L. Bradford, Director of Law

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and must not exceed the underwriting limitation. Surety companies and their agents or attorneys-in-fact must be authorized to transact business in the State of Ohio and shall furnish proof of such authorization in the Bid.

8(a) NOTICE OF COMMENCEMENT

NOTICE OF COMMENCEMENT FOR PUBLIC IMPROVEMENT

O.R.C. 1311.252

State of Ohio }
 }ss:
County of Franklin }

Notice is hereby given by Clyde R. Seidle, P.E., being first duly cautioned and sworn, the Director of Public Service/City Engineer of the City of Hilliard, of the commencement of a public improvement as follows:

- (1) The project name, location, and a number used by the City of Hilliard to identify the public improvement is:

HILLIARD CIVIC & CULTURAL ARTS CENTER, CIP LB-09, PART 1

- (2) The name and address of the public authority is:

City of Hilliard
3800 Municipal Way
Hilliard, Ohio 43026

- (3) The name, address, and trade of the principal contractor on the public improvement is as follows:

- (4) The date the public authority first executed a contract with a principal contractor for the public improvement was _____, 2015.

- (5) The name and address of the surety for the principal contractor is:

- (6) The name and address of the representative of the City of Hilliard upon whom service shall be made for the purposes of serving an affidavit pursuant to Section 1311.26 of the Ohio Revised Code is:

City of Hilliard
Director of Law
3800 Municipal Way
Hilliard, Ohio 43026
(614) 876-7361, ext. 781

Signed:

Clyde R. Seidle, P.E.
Director of Public Service/City Engineer
City of Hilliard

Approved as to form:

Tracy L. Bradford
Director of Law
City of Hilliard

State of Ohio }
 }ss:
County of Franklin }

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by Clyde R. Seidle, P.E., Director of Public Service for the City of Hilliard, Ohio.

Notary Public

8(B) NOTICE TO UTILITIES

_____, 2015

_____ (Utility)

Re: Notification of Public Improvement Project

To Whom it May Concern:

This letter serves as the 10 day notice to utilities, as required per Ohio Revised Code (ORC 153.64). You are hereby notified of the following public improvement project:

HILLIARD CIVIC & CULTURAL ARTS CENTER, CIP LB-09, Part 1

This project was awarded to _____ (Contractor). Contact information for Contractor is as follows:

Contractor _____
Contact Name _____
Address/Street _____
City, State ZIP _____
Phone _____
Fax _____
Mobile _____
Email _____

Construction is expected to begin on _____, 2015. There is a pre-construction conference scheduled for the above-mentioned project on _____, 2015 at _____ m. at _____ (location). If any of your installations or facilities are affected by this improvement, a representative of your division or organization is invited to attend. Your cooperation in this matter is greatly appreciated.

Sincerely,

City Project Manager
City of Hilliard
(614) 876-7361, ext. _____

Cc: Clyde R. Seidle, P.E., Director of Public Service/City Engineer, City of Hilliard
Contractor
File

9(a) NON-COLLUSION AFFIDAVIT

STATE OF OHIO

COUNTY OF FRANKLIN

_____, being first duly sworn,
deposes and says that he/she is the

(Sole Owner, Partner, President, Secretary, etc.)

of _____ (Bidder)

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

Signed:

By _____
Its _____

Sworn to and subscribed before me this _____ day of _____, 2015.

Notary Public

13. NON-DELINQUENT TAX AFFIDAVIT

State of)
) ss
County of)

The undersigned being first duly sworn does say that to the best of his/her knowledge _____ has not been charged at the time this bid was submitted with any delinquent personal property tax on the general tax list of personal and real property of any county within this state nor to the best of his/her knowledge has _____ been charged with delinquent real property taxes on any such tax list except as indicated below (if none so state).

Further, Affiant sayth naught.

Sworn to before me and subscribed in my presence this ____ day of _____, 2015.

Notary Public

My Commission Expires

**14. AFFIDAVIT OF CONTRACTOR
OR SUB-CONTRACTOR**

PREVAILING WAGES

I, _____,

(Name of person signing affidavit)

(Title)

of the _____ do hereby certify that the wages paid to all employees for the full number of hours worked in connection with the Contract for the _____ **(Project)** during the following period from _____ to _____ is in accordance with the prevailing wage prescribed by the Contract Documents.

I further certify that no rebates or deductions for any wages due any person have been directly or indirectly made other than those provided by law.

(Signature of Officer or Agent)

Sworn to and subscribed in my presence this _____ day of _____, 2015.

(Notary Public)

The above affidavit must be executed and sworn to by the officer or agent or the Contractor or Subcontractor who supervises the payment of employees, before the owner will release the surety and/or make a final payment due under the terms of the Contract.

15. City of Hilliard
Application for Payment

HILLIARD CIVIC & CULTURAL ARTS
CENTER, CIP LB-09, Part 1

Contractor _____

Pay Request No. _____ Date _____

Partial () Final ()

Total Original Contract	\$
Total Change Orders	\$
TOTAL CONTRACT TO DATE	\$
WORK Value Completed to Date (per attached schedule of values)	\$
Retainage (8% of value until 4% total contract value)	\$
Total Due to date	\$
Less Previous Payments	\$
TOTAL DUE THIS ESTIMATE	\$

Contractor's Certification

The undersigned contractor certifies that to the best of their knowledge, information, and belief the WORK covered by this APPLICATION FOR PAYMENT has been completed in accordance with the CONTRACT DOCUMENTS.

BY _____ DATE _____

TITLE _____

Sworn and subscribed before me this _____ day of _____.

Notary Public _____

My Commission Expires _____

City of Hilliard Approvals

City Project Manager Date

Finance Department Date

Purchase Order No: _____

**16. City of Hilliard
Application for
Substantial Completion**

**HILLIARD CIVIC & CULTURAL
ARTS CENTER,
CIP LB-09 , Part 1**

Contractor: _____

Date: _____

Substantial Completion has been achieved for: ____ Entire Project ____ The following:

_____.

Approved By City of Hilliard Engineer ____ YES ____ NO Date: _____

The Date of Substantial Completion of the WORK covered by this certificate is _____.

“Substantial Completion” refers to designated work being sufficiently complete, in accordance with the contract documents, such that the owner may occupy and utilize the work for its intended purpose without disruption of significant interference by the Contractor in completing or correcting any remaining portions of the work.

Any items in the work not completed by the date of this document shall be officially accepted as complete at the time of final payment. A one-year warranty on those items shall be in effect from the date of final payment.

Owner will provide the contractor with a Punch List of items to be completed or corrected prior to the Owner’s issuing of the final payment. The Punch List does not alter the Contractor’s responsibility to complete or correct all work in full compliance with the contract documents.

**APPENDIX A
ATTACH BID SCHEDULE**

Two 8- 1/2" X 11" - PAGES ATTACHED

*CD provided that includes electronic version of Appendix
It contains schedules of values for the use by the contractor in the preparation of
the bid (not required)*

**APPENDIX B
PREVAILING WAGE RATES**

1. PREVAILING WAGE DETERMINATION LETTER.....	1
2. PREVAILING WAGE THRESHOLD LEVELS.....	2, 2A
3. INSTRUCTIONS FOR PREPARING CERTIFIED PAYROLL REPORTS.....	3
4. AFFIDAVIT OF CONTRACTOR COMPLIANCE.....	4
5. PREVAILING WAGE NOTIFICATION TO EMPLOYEE.....	5
6. CERTIFIED PAYROLL FORM.....	6

Current prevailing wage information can be viewed at the Ohio Department of Commerce website listed below:

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

- Click on 'View Wage Rates' on the left-hand side of the web page under 'Online Services'

You will need to register on-line for an account to view the current wage rates

- Once you've logged into the site:
 - Step 1: Select 'Hilliard City of' from the pull-down menu
 - Step 2: Choose the project name from the pull-down menu
 - Step 3: Click 'I Agree' button
- You will then be taken to a page where you can narrow down your search for a particular county, union, or Classification

APPENDIX C

**35 Plan Sheets (22" X 34")
Architectural Drawings and Civil Site Plans.**

**APPENDIX D
Water & Sewer Tap and Capacity Fees**

Water & Sewer Fees

TAPS	1 Unit	2 Unit	3 Unit	4 Unit	5 Unit	6 Unit	7 Unit	Each addit'.
<i>Water</i>	100	<i>n/a</i>	<i>n/a</i>	<i>n/a</i>	<i>n/a</i>	<i>n/a</i>	<i>n/a</i>	<i>n/a</i>
<i>Sewer</i>	250	400	550	700	850	1000	1150	+\$150/unit

Additional Sewer Tap Fees for multifamily or business units within a building. This fee is part of our current City Code section 949.20. The additional tap fee is \$150 per unit in a building. This section of City Code also provides for a 20% surcharge for any tap fees granted for properties located outside the City.

Sanitary Sewer System Capacity Charges				Water System Capacity Charges				
Domestic Water Tap Size	Columbus Charge	Hilliard Charge	Total Charge Collected by Hilliard (then split with Columbus)	Collected by Columbus		Collected by Hilliard		Domestic Water Tap Size
				Capacity & Meter	Fire Charge	Domestic Charge	Fire Charge	
1.50	\$10,147.00	Waived	\$19,163.00	\$6,437.00	\$2,914.50	Waived	Waived	1.50

Sewer Contractors must be registered to work in the City of Hilliard. Our application is available on our website: www.hilliardohio.gov

APPENDIX E

Supplemental Specifications- Base Bid Details



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Hilliard Civic & Cultural Arts Center Bid Scope Description 11//12/2015 Part 1 Phase

BASE BID

The items below are listed specifically to be included in the base bid. While each item is listed in reference to the primary drawing(s) that it appears in, bidders will need to refer to the entire set of construction documents and specifications as references to construction details, materials, and coordination with future construction may appear throughout the documents.

In some cases below, for the purpose of clarity we have listed items to be excluded from the base bid.

A101

- Included in base bid
 - Demolition of existing concrete pads, ramps, and asphalt paving per plan
 - Concrete pads at doors and mechanical equipment
 - Concrete sidewalks
 - Concrete stair and railing
 - Asphalt pavement per plan

- Top soil, grass seeding and trees
- Bollards
- Details A, B, C, D, & E for the concrete stair and railing
- Excluded from base bid
 - Cedar fence at mechanical area (Alternate PHASE 2)

A201

- Included in base bid
 - All items on sheet except for items listed below
 - Patch wood roof decking holes and gaps with like material
- Excluded from base bid
 - Grind floor level for future finishes
 - Cleaning of walls, trusses, and roof decking in preparation for finishes
 - Removal of steel mezzanine, columns, and stair in future multipurpose space (Room 105)
 - Staining of any wood decking that was patched.

A202

- Included in base bid
 - Fill in CMU in exterior wall openings as noted
 - Metal framing / panels infill at Storage 109 exterior wall
 - Concrete slab trenching and infill for underground plumbing
 - Storefront systems in exterior walls
 - Hollow metal doors and hardware in exterior walls
 - Exterior concrete stair and railing
 - Bollards
 - Concrete pads at mechanical equipment
 - Downspouts and splashblocks
 - Temporary 2x4 & 5/8" plywood barricade at door opening 108 (NOT IN DRAWINGS)
- Excluded from base bid
 - Concrete topping at Lobby, Restrooms, and Mechanical Room

A203

- Included in base bid
 - TPO membrane roofing fully adhered over R-30 insulation
 - Details 2, 3, & 4 with TPO membrane roofing
 - TPO membrane fully adhered up parapet walls
 - Prefinished metal parapet caps
 - Prefinished metal gutters and downspouts
 - Splashblocks below
 - Awnings below
- Excluded from base bid
 - Standing seam metal roof (Alternate A-1)
 - Metal panels at roof side vertical parapet surface (Alternate A-1)
 - Snow guards (Alternate A-1)
 - Ice and water shield in details 2, 3, & 4. (Alternate A-1)

A301

- Included in base bid
 - Remove stucco decorative band on north elevation
 - Remove all existing awnings
 - Patch new stucco at CMU infill areas on north elevation
 - Storefront doors and glass
 - Exterior metal doors
 - Repair stucco as required
 - Concrete stair and railing
 - New fabric awnings
 - Knox box
 - Prefinished metal gutters and downspouts
 - Splashblocks
 - Prefinished metal parapet caps
 - All painting as noted on drawing

A301 –continud

- Excluded from base bid
 - Standing seam metal roof (Alternate A-1)
 - Metal panels at roof side vertical parapet surface (Alternate A-1)
 - Snow guards (Alternate A-1)
 - Exterior lighting (Alternate PHASE 2)
 - Signage and all exterior lighting

A401, A601, A602, A701, A702, A703, A704, A801, A802, A901, A902, A903, A904

- References, details, and specifications for items listed in base bid above only.

P201

- Included in base bid
 - Water service tap (1 ½" RPZ)
 - 100' of 1 ½" main CW line - capped
 - 4" sanitary tap
 - All sub slab sanitary rough in for fixtures
 - Lint Interceptor
 - Floor drains and trap primer
 - Gas meter/Regulator install
 - Sub grade plastic gas piping for site mounted RTU

P202, P203, P301

- References, details, and specifications for items listed in base bid above only.

H101

- Included in base bid
 - Install cooling coil, condensing unit, & all associated controls for the furnace located in the existing mechanical room (Room 110).

H201, H301

- References, details, and specifications for items listed in base bid above only.

E101

- Included in base bid
 - Complete installation of new electric and telephone services
 - Remove all existing overhead electric services, utility meters, CT cabinets and all associated equipment and wiring.
 - Provide all Conduit studs for future uses.
 - Furnish and install all building mounted exterior lights and receptacles, stub conduit and wire to above panel location.

E201

- Included in base bid
 - Provide all work as noted on sheet.

E202

- Included in base bid
 - Furnish and install all building mounted exterior lights and stub conduit and wire to above panel location.

E203

- Included in base bid
 - Furnish and install all exterior receptacles, stub conduit and wire to above panel location.
 - Provide underground rough-in for CU-1 and RTU-1
 - Install panel DP and telephone board
 - Complete back feed to panels P3 and P4 (existing panels) from panel DP

E301, E401, E501, E502, E503

- References, details, and specifications for items listed in base bid above only.