CITY OF WESTLAKE, OHIO

MUNICIPAL ENGINEERING DEPARTMENT

2026 Pavement Crack and Joint Sealing Hot Applied

Various Streets

27700 HILLIARD BLVD., WESTLAKE, OHIO (440) 617-4145

CITY OF WESTLAKE, OHIO

BID FORM, CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

2026 PAVEMENT CRACK AND JOINT SEALING HOT APPLIED

DENNIS M. CLOUGH, MAYOR

DAVID S. GREENSPAN, COUNCIL PRESIDENT

COUNCIL

DUANE VAN DYKE	TODD LEVECK
NICK C. NUNNARI	ANY G. HAVELKA
DAVE DEL REGNO	MARK R. GETSAY

Prepared By:

CITY OF WESTLAKE DEPARTMENT OF ENGINEERING
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Westlake, Ohio 44145
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DIRECTOR OF ENGINEERING, JAMES J. SMOLIK, P.E.

MARCH 2026

CITY OF WESTLAKE ENGINEERING DEPARTMENT

STANDARD SPECIFICATIONS

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2026 PAVEMENT CRACK AND JOINT SEALING HOT APPLIED

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CITY OF WESTLAKE, OHIO
WESTLAKE ENGINEERING DEPARTMENT

2026 PAVEMENT CRACK AND JOINT SEALING HOT APPLIED

ADVERTISEMENT FOR BIDS

In accordance with authorization from Council at their meeting on March 19, 2026 sealed bids will be received at the Office of the Director of Engineering of the City of Westlake, Ohio, until **2:00 P.M. Local Time, on April 7, 2026** for the ***2026 PAVEMENT CRACK AND JOINT SEALING HOT APPLIED*** for the City of Westlake according to specifications on file in the Office of the Director of Engineering.

Bid form, instructions to bidders, specifications and legal notice shall be stapled together as received and returned in a sealed envelope marked "***2026 PAVEMENT CRACK AND JOINT SEALING HOT APPLIED."*** Copies of the bid form, plans, and specifications may be obtained from the Office of the Director of Engineering, City Hall, 27700 Hilliard Boulevard, Westlake, Ohio 44145. A fee of twenty-five dollars ($25.00) will be required in advance for each set of specifications. Said fee shall be in cash or check, made payable to the City of Westlake and is non-refundable.

Each bid shall contain the full name of each person or company interested in the same, and shall be accompanied by a Bid Bond or Certified Check made payable to the City of Westlake in the sum of five percent (5%) of the total amount bid. Bid Bond must be that of an approved surety Company authorized to transact business in the State of Ohio and listed in the latest issue of U.S. TREASURY CIRCULAR 570, and to the satisfaction of the City of Westlake. Bid Bond shall be purchased through a Surety Company with an Ohio Agent upon whom serve of process can be made. Certified Check or Bid Bond shall be held as a guarantee that, in the event the bid is accepted and a contract awarded to the bidder, the successful bidder will, within ten (10) working days after the contract documents are presented to the successful bidder for execution, duly execute the contract and properly secure its performance by the required Performance Bond, Labor and Material Bond, furnish required certificates of insurance and such other documents, schedules, or certificates as may be required by the specifications, or in default thereof, said check, and the amount represented thereby, shall be forfeited to the City of Westlake as liquidated damages, or in the case of Bid Bond, the stipulated sum be immediately payable to the City of Westlake as liquidated damages. The successful bidder or bidders will be required to furnish a Performance and Labor and Material Bond each in the sum not less than 100 percent (100%) of the total price bid for the completed work.

The successful bidder shall comply with all the provisions of (a) The Davis-Bacon Act; (b) Contract Work Hours Standard Act; (c) The Copeland Act (Anti-Kickback); (d) Title IV of the

Civil Rights Act of 1964; and (e) Prevailing Rates of Wages as contained in Chapter 4115 of the Ohio Revised Code.

The City of Westlake reserves the right to reject as non-responsive any bid which does not comply with the E.E.O. requirements or which does not comply with any of the other requirements set forth in the bidding documents. The City also reserves its right to reject any and all bids and to waive any informalities of the bid requirements.

No proposal will be entertained unless made on the blanks attached to and included in the bound book of contract documents furnished by the City previous to the time designated for taking bids.

Dennis M. Clough, Honorable Mayor
City of Westlake

ADVERTISE:
The Plain Dealer

March 20, 2026
March 27, 2026

CITY OF WESTLAKE ENGINEERING DEPARTMENT

STANDARD SPECIFICATIONS

SECTION IB-INSTRUCTIONS TO BIDDERS

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IB-101 ADVERTISEMENT

Information concerning Title of Bid, Resolution of the City of Westlake, hereafter designated as "City" and place and dates of advertisement appears in the Legal Notice to Bidders.

IB-102 BIDS

Sealed bids endorsed as designated in the "Title Bid" Section of the Bid Form(s) will be received at the Office of the Director of Engineering, City of Westlake, 27700 Hilliard Boulevard, Westlake, Ohio 44145. Official Time on the date indicated for the "Bid Opening" in the Legal Notice to Bidders. The officer whose duty it is to open them will decide when the specified time has arrived and no bid received thereafter will be considered. Bid will be opened and read aloud, irrespective of any irregularities therein, in the council Chambers in the City Hall, 27700 Hilliard Boulevard, Westlake, Ohio 44145. All bids received in conformity with these Contract Documents shall, as soon as practicable be tabulated and become a public record.

IB-103 FORM OF BID

A. Every bid must be submitted on the forms supplied by the City and shall give the unit price for labor, for material, for labor and material and the total amount of each and every item of work bid on, in figures (digits), and must contain the full name of every person, firm or corporation interested in the bid, and the address of the person, firm or the president or secretary of the corporation bidding; and if a corporation, the bid must give the name of the State in which it is incorporated.

   Note: All of this bound information must be kept intact together with any agenda issued and must be returned with the bid, otherwise, the bid may be considered informal.

B. The sealed bid, with all papers bound thereof, must be submitted un-mutilated in an envelope.

C. The City may consider as informal any bid on which there is an alternation of or departure from the bid form attached hereto, and at its option may reject same.

D. The award of a Contract, if awarded, will be made to the lowest and best bidder whose bid complies with all the requirements prescribed, on the basis of utilizing the lowest priced acceptable alternatives for items where alternate bids are taken. In no case, will an award of a Contract be made until all necessary investigations have been completed regarding the

qualifications of the bidder to whom it is proposed to award the Contract and all alternate bids, if any, have been evaluated. The successful bidder will be notified by letter mailed to the address shown on his bid that he has been awarded the Contract.

E. The City reserves the right to require the Bidder to present satisfactory evidence beyond that required in Section IB-111, Contractor's Qualifications, that he has been regularly engaged, as either principal or superintendent, in the business of construction work similar to that bid herein. The City may also require the Bidder to present satisfactory evidence that he is fully prepared with the necessary capital, material, machinery and equipment to conduct the work to be contracted to the satisfaction of the City, and to begin promptly when so ordered.

F. No bid shall be accepted fro or Contract awarded to any person, firm or corporation that is in arrears or is in default to the City upon any debt or Contract, or that is a defaulter as surety, or otherwise, upon any obligation to the City, or has failed to perform faithfully any previous Contract with the City.

IB-104 PRICES

A. For all items, the labor, material, labor and material and total amount prices must be stated, in ink, separately in figures (digits) in the proper columns of the bid.

B. The successful bidder shall be required to provide a schedule of values for each and every part of the work before commencing any part of the Contract work. The schedule of values shall be approved by the Engineer.

IB-105 NAME OF BIDDER

A. Each bid must be clearly signed with the full name and address of each person, firm, or corporation interested in it. In case of a partnership, the firm name and address and the name and address of each individual party must be given.

IB-106 SIGNATURE OF BIDDER

A. The firm, corporate or individual name of the bidder must be signed by the Bidder in the space provided for the signature on the bid blank. If the Bidder is a corporation, the name of the corporation, the name and title of the officer duly authorized to sign for the corporation, the business address

of such officer-bidder and the name of the state in which the corporation is chartered must be given. If the bidder is a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of firm". If the bidder is an individual, use the term "doing business as" or "sole owner".

B. All successful bidders who are corporate bodies shall furnish at the time of the execution of the Contract, a Resolution of the Director of the Corporation evidencing authority of the officer signing the contract to do so; likewise, agent of Bonding Companies shall furnish Power of Attorney bearing the Seal of the Company evidencing such agents' authority to execute the particular type of bond to be returned.

IB-107 BIDDER'S AFFIDAVITS

Each bidder is required to submit with his bid an affidavit stating that neither he nor his agent, nor any other party for him has paid or agreed to pay, directly or indirectly, any person, firm or corporation money or other valuable consideration for assistance in procuring or attempting to procure the Contract herein referred to, and further agreeing that no such money or reward will be hereafter paid. This affidavit must be on the form, which is attached hereto.

IB-108 BID GUARANTY

Each bid shall be accompanied by a certified check on a solvent bank and the State of Ohio, or a bid bond which shall not be less than five (5) percent of the total of the Bidder's Proposal, as a guarantee that if the bid is accepted, the Contract will be entered into. In no event, shall the amount of the bid guarantee be less than Five Hundred Dollars ($500.00). At the option of the bidder, the guarantee shall be either a certified check or a bid bond on the form included in the bid documents. The certified check shall be attached at the space provided on the page entitled "Certified Check". Personal sureties are not acceptable. The bid bond shall be secured by a guarantee of a surety company authorized to do business in the State of Ohio and listed in the latest issue of U.S Treasury Circular 570. The amount of the bid bond shall be within the maximum amount specified for such company in said Circular 570. No bid shall be considered unless it is accompanied by the required guarantee. Certified checks must be made payable to the order of the City of Westlake. Cash deposits or cashier's checks will not be accepted. If the bidder submits a bid check, it must be accompanied by properly and duly executed Consent of Surety from an approved surety company licensed to conduct business in the State of Ohio and agreeing to furnish the required Contract Bonds upon award of a Contract. Said Consent of Surety shall be on the form attached to the Bid Documents.

IB-109 DISPOSITION OF BID BOND OR CERTIFIED CHECK

A. In case of failure to enter into a Contract as described above, the Bid Bond or certified check shall be forfeited and the principal amount of said Bid Bond shall be paid to the City of Westlake, or said check shall be surrendered to the City as the agreed amount of liquidated damages. In case of a bid is rejected, the bid Bond or check will be released or returned to the unsuccessful bidder.

B. In case his bid is accepted, the Bid Bond or certified check will be returned after the Contract has been signed and the Performance Bond herein required has been furnished and approved by the Legal Department of the City. The Bid Bond or certified check of the next lowest and best bidder will be retained until the lowest and best bidder has signed and secured the performance of his contract: if he fails to do so, said Bid Bond or check shall be further retained until the second lowest and best bidder shall have signed and properly secured the Contract awarded to him; and in default hereof the Bid Bond or certified check shall be forfeited to the City as liquidated damages.

IB-110 INTERPRETATION OF ADDENDA

If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the plans, specifications or other documents pertinent to the bid, he may submit to the City a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the Bid documents will be made only by addendum duly issued. A copy of such addendum will be mailed or delivered to each person who has obtained a Bid Form, but it is the responsibility of each bidder to check with the City, prior to submission of his bid to be sure that he has received all addenda. The City will not be responsible for any explanation or interpretation of the Bid Documents made other than by addenda duly issued.

IB-111 CONTRACTOR'S QUALIFICATIONS

The Bidder must furnish on the form included in the bid (BQQ1-3) information such as evidence of financial responsibility, a list of available facilities including equipment and personnel, and evidence of ability to perform the Contract based upon projects of similar nature.

IB-112 APPROXIMATE QUANITIES

Where bids are based upon estimated quantities, it is understood that the estimates are prepared by the City for the purpose of comparison of bids, and that the estimated quantities are not guaranteed but are approximate only, and that the City reserves the right to increase, decrease or omit any one or more items, at the unit price bid, as the City may deem desirable.

IB-113 FAMILIARITY WITH THE WORK

A. The bidder, before submitting a bid, shall carefully examine all bid documents, plans, specifications, supplemental specifications, special conditions, general conditions, addenda, contract forms and all available information with respect to subsurface conditions; shall visit the site to make a thorough investigation of conditions that may in any manner affect the performance of the work; shall familiarize himself with federal, state and local laws, ordinances, rules and regulations affecting performance of the work; and shall carefully coordinate his observations with the requirements of the contract Documents. The bidder's obligations hereunder shall include, but not be limited to, making such additional surveys and investigations, including subsurface to determine his bid price(s) for performance of the work. Permission to make such surveys and subsurface investigations will be granted by the City upon written request of the bidder.

B. The successful bidder agrees by signing the Contract that he will make no claim for additional payment or for an extension of time for completion of the work or for any other concession because of any misinterpretation or misunderstanding on his part of the Contract Documents, or because of any failure on his part to fully acquaint himself with all conditions relating to the work.

C. The submission of a bid will constitute an incontrovertible representation by the bidder that he has complied with every requirement of this section.

IB-114 SUBSURFACE DATA

A. Where the plans indicate that test borings have been made, samples and logs of these test borings which the City has caused to be made for its own information are available to the view of any prospective bidder.

B. Bidders are cautioned that samples or logs taken by the City may vary substantial from the actual materials that are encountered therefore this

subsurface data may be inadequate for the purposes of bidding on the Contract items. Where estimated quantities have been shown for the various Contract items, such estimates are solely for the purpose of comparing bids and are intended to constitute an explicit or implicit representation as to the nature of the materials which may be encountered below the surface of the ground.

C. The making available of this subsurface data to prospective bidders is not intended to relieve prospective bidders from their responsibility to familiarize themselves with the subsurface conditions in accordance with Section IB-113 of the Instructions to Bidders, and the submission of a bid constitutes an Agreement by the bidder that he shall make no claim against the City or its agents or employees because the subsurface data made available to prospective bidders is not representative of the actual subsurface conditions.

IB-115 CONSIDERATION OF BIDS

It is agreed that the City in making its determination as to which bidder is the lowest and best bidder may include in its consideration of the bidder the following: the experience and facilities for complying with the Contract; the previous conduct and financial condition of the bidder and his reputation in the industry, and other factors which, in the opinion of the City, could affect the performance of the Contract. Bidders are advised that the City will look with disfavor upon a bid in which prices appear to the City to be unbalanced.

IB-116 ACCEPTANCE OR REJECTION OF BIDS

A. The city reserves the right to accept or reject any or all bids, and any part or parts of any bid, and also the right to waive any informality in the bids. In the awarding of a contract, the City reserves the right to consider all elements entering into the question of determining the responsibility of the bidder. Any bid which is incomplete, conditional or obscure, or which contains additions not called for, or erasures, is not on forms herein included and bound, or contains irregularities of any kind, may be considered irregular and subject to rejection.

B. In all cases, the “Unit Price Total” shall govern regardless of errors in extension. Itemized unit and lump sum prices will be used in comparing bids and awarding contracts.

IB-117 TIME OF AWARD – EXECUTION OF AGREEMENT

A. General. The City shall make an award or reject all bids within sixty (60) days following the opening of bids.

B. The Contract shall be signed by the successful bidder and returned, together with the Contract bonds and other required Contract Documents, within ten (10) working days after the prescribed forms have been presented to the successful bidder for execution. No Contract shall be considered binding upon the City until the execution of the contract by the City.

C. If the successful bidder is a corporation, the officer who signs the Contract shall furnish copies of the Resolution of the Directors of the corporation authorizing him to sign the Contract. Such Resolution must bear the seal of the corporation.

D. Subject to the applicable provisions of law, the Contract shall be in full force and effect only from and after the date when a fully executed and approved counterpart thereof has been tendered or delivered, or both, to the contractor or his duly authorized agent or representative.

E. Deposit of said counterpart in the United States mailed in an envelope or wrapper properly addressed shall constitute compliance with these provisions by the City.

IB-118 LABOR AND MATERIAL BOND AND PERFORMANCE BOND

A. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, within the period specified in IB-117, furnish Surety Bonds in a penal sum of not less than the amount of the Contract as awarded as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature, including utility and transportation services employed or used by him in performing the work. Such bonds shall be in the same form as those included in the Contract Documents. The current Power of Attorney for the person who signs for any Surety Company shall be attached to such bonds. These bonds shall be signed by a guaranty of Surety Company authorized to do business in the State of Ohio and listed in the latest issue of the U.S. Treasury circular 570, and the penal sums shall be within the maximum specified for such company in said Circular 570.

B. Failure of the successful bidder to execute such agreement and to supply the required bonds within ten (10) working days after the prescribed forms are presented for signature, or within such extended period as to the City may grant, based upon reasons determined sufficient by the City shall constitute a default, and the City may either award the Contract to

the next lowest responsible bidder or re-advertise for bids, and may charge against the bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the city for a refund.

IB-119 RELEASE OF BONDS

The Contractor's bonds will not be released until all the provisions of the contract have been fulfilled.

IB-120 PERMITS

The Contractor shall take out all necessary permits from municipal or other public authorities, and shall give all notices required by law or municipal ordinance. The City will assume the charge or fee for any permit issued by the City, but any other fees shall be borne by the Contractor.

IB-121 DISQUALIFICATION OF BIDDERS

No person, firm or corporation shall be allowed to make file or be interested in more than one bid for the same work unless alternate bids are called for. A person, firm, or corporation who has submitted a sub proposal to a bidder, or who has quoted prices on materials to a bidder, is not hereby disqualified from submitting a bid on his behalf.

IB-122 WAGES AND SALARIES

Attention of bidders is particularly called to the requirements concerning "Wages and Hours of Public Works" as described in Sections 4115.03 to 4115.16 of the Ohio Revised Code and supplements thereto.

The minimum prevailing rate of wages to be paid for a legal day's work under this contract shall be as prescribed in Section 4115.04 of the Revised Code, to laborers, workmen, or mechanics upon public works shall not be less at any time during the life of this contract for the public work than the prevailing rate of wages then payable in the same trade or occupation in the locality where such public work is being performed, under collective bargaining agreements or understandings, between employers and bona fide organizations of labor in force at the date the contract for the public work, relating to the trade or occupation, was made, and collective bargaining agreements or understandings successor thereto.

The allowable ratio of apprentices to skilled workers permitted to work shall not be greater than the ratio allowed the contractor or subcontractor in the collective bargaining agreement or understanding referred to in Section 4115.05 of the Revised Code.

Each laborer, workman, or mechanic, employed by such contractor, subcontractor, or other person about or other person about or upon such public work, shall be paid the prevailing rate of wages as provided in Section 4115.05 of the Revised Code.

No contractor or subcontractor under a contract for a public work shall sublet any of the work covered by such contract unless specifically authorized to do so by the contract.

Sections 4115.03 to 4115.16 of the Revised Code do not apply to public improvements in any case where the federal government or any of its agencies furnishes by loan or grant all or any part of the funds used in constructing such improvements, provided the federal government or any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers employed in the construction of such improvements.

IB-123 EQUAL EMPLOYMENT OPPORTUNITY

A. There shall be no discrimination exercised against any citizen in the employment of labor, whether skilled or unskilled, under this contract; such discrimination shall be deemed to be a material breach of the Contract. Each prospective bidder during the competitive bidding process shall subscribe to and comply with the City's Equal Employment Opportunity Policy, Guidelines and Procedures.

Contract Compliance Requirements

All notices to prospective bidders published on behalf of the City shall include, as a part of the Bid Documents, the statement that all bidders will be required to comply with the City's Equal Employment Opportunity Policy, Guidelines and Procedures.

1. Each bidder shall file, as a part of Bid Documents, a bidder's Equal Employment Opportunity Report and Statement with the City. Such report shall include such information as to the employment practices, policies, programs, and statistics of the Contractor and shall be in such form as the Equal Opportunity Administrator may prescribe. Subcontractor shall also submit such contract employment reports to the City prior to approval by the City as subcontractor. This information shall be considered in determining the lowest and best bidder.

2. Following receipt and review of the employment information submitted by the bidders, and prior to the award of a contract, the apparent successful bidder and his known major subcontractors shall be required to attend a pre-award conference if called by the Contracting Officer, Equal Employment Opportunity Administrator, the Director of Engineering or the Law Director, at which time such bidder and major subcontractors may be required to submit proof of affirmative action programs to promote equal opportunity in employment.

3. The Equal Employment Opportunity Administrator shall determine whether or not the apparent successful bidder has complied with the requirements as set forth in the Equal Employment Opportunity Policy, Guidelines and Procedures and shall submit his determination to the City.

4. Subsequent to the award of a Contract, the contractor and sub-contractors shall submit information as to employment practices, policies, programs and statistic in such form and at such time as the Equal-Employment Opportunity Administration may prescribe.

5. Construction contractors and subcontractors shall be required to submit a job site report at such times and in such forms as the Equal Employment Opportunity Administrator prescribes. They shall also be subject to on-site investigations by the Equal Opportunity Administrator or his staff.

6. In the case of contracts federally assisted, the contractors and subcontractors shall be required to submit a copy of their Monthly Manpower Utilization Report to the City.

7. In the event a Contractor fails to cooperate in reaching mutually satisfactory solutions or to implement contract compliance agreements previously made, the Equal Employment Opportunity Administrator shall review such cases to determine: whether further efforts or alternative approaches are desirable. Depending upon the nature of the problem such alternatives may involve contact with industry related labor unions or requesting the assistance of the Ohio Civil Rights Commission or the Office of Federal Contract Compliance and the particular Federal Agency involve for further negotiations; or whether any of the penalties set forth is appropriate to the case.

8. In the event the Equal Employment Opportunity Administrator determines that the contractor has violated or has failed to comply with the equal employment opportunity requirements of the contract after affording such contractor a reasonable time to correct his situation, and where negotiations have been to no avail, the Administrator shall make a finding under these Guidelines and shall transmit said finding to the City Law Director. In all cases, the Law Director shall make a determination and make a recommendation to the Contractor Officer as to a course of action.

9. In the case of those contracts receiving Federal Assistance, if non-compliance of the contractor is determined he hall be subject to such penalties and sanctions as prescribed under applicable Federal laws.

B. The failure to receive said Equal Employment Opportunity Report and Statement by a prospective bidder should not excuse non-compliance on his part with the requirements of this Section.

CITY OF WESTLAKE ENGINEERING DEPARTMENT

STANDARD SPECIFICATIONS

SECTION SIB- SUPPLEMENTAL INTRUCTIONS TO BIDDERS

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CITY OF WESTLAKE ENGINEERING DEPARTMENT

STANDARD SPECIFICATIONS

SECTION SIB – SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

The Bidder (Contractor) is cautioned to thoroughly familiarize himself with the Plans, Detailed Specifications, General Conditions, Special Conditions. Contract Form and Instructions to Bidders, including all supplements to the above. Also to note carefully any regulations governing hours of work, minimum wages to be paid, and insurance requirements, etc., all of which form part of this Bid and Contract Form the same as if they were printed herein.

Work to be done under contract, if predicated upon this Bid, shall be governed by the General Conditions, including Supplement, and by the Special conditions and Detailed Specifications contained herein.

Bidders are cautioned to thoroughly familiarize themselves with all conditions set forth in said Detailed Specifications.

SIB-101 BIDS

All bids shall be subject to all requirements of the Contract Documents, including the drawings, and these Instructions to Bidders, including Supplement. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the bid form(s) by the Bidder.

SIB-102 LISTING OF PROPOSED SUBCONTRACTORS

Each bidder shall list on the appropriate pages(s) in the Bid Form all items of work which he proposes to subcontract should he be awarded the Contract for this project. The Contractor shall submit on the appropriate form a complete list of all subcontractors who, if approved, the successful bidder will use in the performance of this contract. This listing shall include the names of the subcontractor, the address of his principal place of business, the areas of work he is expected to perform and the dollar value of this subcontract.

Only those subcontractors whose work will exceed $10,000 (ten thousand dollars) need to be listed at this time.

SIB-103 UNBALANCED BID

An unbalanced bid is defined as one that in the opinion of the City contains bid prices for items of work to be performed at the commencement of the Contract, which are in excess of the true monetary value of such work and result in initial partial payment estimates disproportion to the total value of the Contract.

Any such Bid which the City determines to be unbalance may be rejected.

SIB-104 SCHEDULE OF VALUES

Within ten days (10) after receipt of Bids or upon notification to the City at any subsequent time, the Bidder shall furnish to the City in form and detail satisfactory to the letter, a breakdown estimate of the contract prices. Subject to approval of the City, the costs shown in this estimate will be used to determine the basis of partial payments made pursuant to GC-169 of the General Conditions. Such costs will not be considered as fixing a basis for additions to or deductions from the Contract price.

SIB-105 PRE-BID CONFERENCE

If announced in the advertisement for bids, a pre-bid conference concerning the work included under the Contracts will be held in the Council Chambers of the City of Westlake, 27700 Hilliard Blvd. Westlake, Ohio, at the time and date specified in the notice. Bidders on this Contract are requested but are not required to attend the pre-bid conference.

Questions pertaining to the Contract Documents for the contracts will be answered whenever possible. If any Bidder is contemplating any questions on the contracts, he shall follow the procedure specified in the Instructions to Bidder. IB-110.

SIB-106 BID DOCUMENTS

The Bidder is advised that the Bid Documents consist of one (1) volume of Contract Drawings, one (1) volume of Specifications, and all addenda issued subsequent to Advertisement for bids and prior to the date for receipt of bids.

SIB-107 EXTRA COPIES OF THE CONTRACT DOCMENT

Extra copies of the Contract Documents and Specifications may be obtained by the Contractor through the Office of the Director of Engineering at the Contractor's expense. Upon execution of the Contract, the Contractor will be furnished one (1) set of executed Contract Documents and five (5) sets of unexecuted Contract Documents. Additional copies will be furnished to the Contractor at the cost of printing. The contractor may have "prints" made at his own expense from the original drawings at a commercial printing company that is approved by the Engineer.
The Engineer will make the necessary revisions to the Contract Drawings require because of discrepancies in the Plans and for coordination with Shop Drawings. If the Contractor proposes modifications or revisions to the Plans, it will be his responsibility to submit new drawings and/or revise existing drawings for the review of the Engineer.

SIB-108 PROGRESS MEETINGS

At such times as the Director may direct, progress meetings with the Contractor and Subcontractors may be held to discuss status of the work and measures which may be taken to further the progress thereof. The Contractor shall be responsible for recording the minutes of such meetings and transmitting copies of the minutes as directed. Minutes of such meetings shall be submitted to the Director for review and comment before they are final drafted and distributed.

Contractor's representative who fails to attend such meetings, and/or fails to execute instructions and responsibilities given and/or delegated shall be replaced upon written request of the Engineer.

SIB-109 AUTHORITY OF THE DIRECTOR

The Director of Engineering of the City and his properly authorized agents and representatives, and they only, will decide all questions which may arise as to the quality and acceptability of materials furnished and the work performed, as to the rate of progress of the work and as to the interpretation of the Plans and Specifications.

SIB-110 COMPLETION DATE

The work under this Contract shall be completed in a manner acceptable to the City within the time specified from the date of the "Notice to Proceed", unless an extension of time is granted as provided for in this Contract.

SIB-111 LIQUIDATED DAMAGES

Should the bidder or bidders as subsequent Contractor for the work become liable for assessment of liquidated damages for reasons set forth in the General Conditions of these Specifications, the Contractor and his surety shall pay to the City an amount specified in the Special Conditions for each calendar day for which such liquidated damages are assessed.

SIB-112 ALTERNATES

1.1 Related Documents

A. Drawings and general provisions of the contract, including Standard Specification Sections, and Special Conditions apply to work in this Section.

1.2 Definitions

A. Alternates are defined as alternate products, materials, equipment, systems of work or installation methods for certain work defined in the bidding requirements to either supplement or displace corresponding basic requirements of the Contract Documents. An Alternate may be added to or deducted from the base bid amount as described in the bid documents.

B. Alternates may or may not substantially change scope and general character of the work; and must not be confused with “allowances”, “unit prices”, “change orders”, “substitutions” and other similar provisions.
C. If the owner decides to accept a corresponding change, the cost or credit for each Alternated into the Work. No other adjustments are made to the Contract Sum.

The owner reserves the right to accept or reject any/all of the Alternates. The owner’s acceptance of any/all of the Alternates shall not in any way change the specified date of completion.

1.3 Procedures

A. Bidders may quote on the alternates specified by listing it under the appropriate Alternate Bid for each separate category of labor, material, equipment and associated items of work identified as a Base Bid Item.
B. The Bidder shall indicate his alternates by inserting the dollar amount (in figures) and (numerical) in the column “Add to Base bid” or “Deduct From Base Bid”. The Bidder shall indicate the dollar amount for each alternate listed and shall include all modifications, adjustments and coordination of affected adjacent work as necessary and all money required to completely and fully integrate that work into the Project. Include as part of each Alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for the installation to form a complete and operating whole whether or not mentioned as part of the Alternate.
C. Any bidding form that is not submitted in compliance with these directions may be rejected by the City and not be considered in determining award.
D. Notifications: Prior to award of the Contract, notify each party involved, in writing, of the status of each Alternate. Indicate whether Alternates have been accepted, rejected, or deferred for later consideration. Include a complete description or negotiated modifications to Alternates, if any.
E. Execute accepted Alternates under the same conditions as other Work of this Contract.

SIB-113 PRICE ADJUSTMENTS

The Bidder is hereby notified that all items bid in the Bid Proposal are final contract bid prices. No unit prices will be adjusted after the bids are received. O.D.O.T. Construction & Materials Specification or any other referenced specification that may allow for price adjustments (i.e. Asphalt Binder Price Adjustment) will not be applied to this contract. All bid prices shall remain as bid for the duration to this project.

CITY OF WESTLAKE ENGINEERING DEPARTMENT

STANDARD SPECIFICATIONS

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STANDARD SPECIFICATIONS

SECTION GC – GENERAL CONDITIONS

GC-101 CONTRACT DOCUMENTS

Except as may be required in other divisions, the following shall constitute the Contract Documents and shall be deemed the Contract made pursuant to this Invitation to Bid:

1) The resolution or resolutions and ordinances of the City Council authorizing the making of the public improvement.

2) The invitation to Bid, Instruction to Bidders, General Conditions, Special Conditions, Detailed Specifications and any supplements thereto.

3) The contract drawings.

4) All addenda issued by the City of Westlake Engineering Department prior to the receipt of bids.

5) The Affidavit of Non-Collusion.

6) Bidder's Equal Employment Opportunity Requirements, Conformance and Reports.

7) The Bid.

8) Bidder Qualification Questionnaire (BQQ).

9) The resolution of the City of Westlake awarding the contract.

10) The contract.

11) All required bonds and policies of insurance.

12) All provisions required by law, charter or ordinance to be inserted in the contract, whether actually inserted or not.

13) Other – Wage Determination, prevailing wage compliance as required by Sections 4115.03 to 4115.6 and supplements thereto of the Ohio Revised Code.

GC-102 DEFINITIONS

The following words and expressions, or pronouns used in their stead, shall, wherever they appear herein, be construed as follows, unless a different meaning is clear from the context:

1) *Addendum or Addenda* shall mean the additional contract requirements prepared by the Westlake Engineering Department and issued in writing, by means of drawings, or both prior to the receipt of bids.

2) *Bidder* shall mean an individual, firm, co-partnership or corporation submitting a proposal for the work contemplated, acting directly or through an authorized representative.

3) *Contract or Contract Documents* shall mean each of the various parts of the Contract referred to in Part GC-101 hereof, both as a whole and severally and shall include subsidiary agreements, if any.

4) *Contractor* shall mean the corporation, firm or individual or any combination thereof, and its, their or his successors, personal representatives, executors, administrators and assigns, and any person, firm or corporation who or which shall at any time be submitted therefore under this contract, and shall include in their respective capacities, the president, manager, or other officer or agent for the time being, representing or locally managing the work of any corporation contracting herein.

5) *Contract Work or Work* shall include the furnishings of all labor, materials, tools, equipment, incidentals, and anything necessary or required for the full performance of the Contract by the contractor, including all such items required or necessary as called for in any proper subsidiary agreement, contract modification, or contract change order.

6) *Drawings* shall mean those identified as such in the Contract Documents which show location, character, dimensions and detail of work to be done and which are to be construed as part of this Contract, and shall include those issued in connection with an addendum or issued in connection with any proper subsidiary agreement, contract modification, or contract change order, and shall also include any other detail or explanatory drawings issued during the progress of the work which are consistent with the Contract Documents, true developments thereof or reasonably inferable therefrom.

   The word “Plan” is defined exactly as the word “Drawing”.

7) *Directed, Required, Approved, and words of like import* whenever they refer to the work or its performance, and the words "directed", "required", "permitted", "ordered", "designated", "established", "prescribed", and words of like import used in the specifications, the Contract, or upon the Drawings, shall imply the direction, requirements, permission, order, designation or prescription of the Westlake Engineering Department, and "approved", "acceptable", "satisfactory", and words of like import shall mean approved by or acceptable or satisfactory to the Westlake Engineering Department.

8) *Director* shall mean the Director of the Engineering Department.

9) *Engineer* shall mean the person of firm appointed by the City to undertake the duties and powers assigned to the Engineer by these specifications acting directly or through authorized representatives.

10) *Final Acceptance* shall mean final acceptance of the work by the Director as evidenced by his signature upon his certificate of completion and acceptance filed in the office of the Director of Finance of the City of Westlake, a copy of which shall be sent to the contractor. Such acceptance shall be deemed to have taken place as of the date so stated in such certificate.

11) *Shall* shall mean mandatory.

12) *May* shall mean permissive.

13) *Law or Laws* shall mean the Construction of the United States and of the State of Ohio, a statute of the United States or of the State of Ohio, and any municipal ordinances, rules or regulations having the force of law which are applicable to this contract.

14) *Materialman or Manufacturer* shall mean any person, firm or corporation, other than employees of the Contractor, who or which contracts with the Contractor, or any subcontractor to fabricate or deliver, or who actually fabricates or delivers, materials, plant, or equipment to be incorporated into the work.

15) *Notice of Award* shall mean a directive issued by the City notifying the Bidder that his proposal for the work contemplated has been accepted.

16) *Notice to Proceed* shall mean a directive issued by the Director authorizing the contractor to start the work or improvements required in the Contractor. The successful bidder, upon request, shall be entitled to a Notice to Proceed with the work by the Director of Engineering upon execution of the contract by the City of Westlake.

17) *Resolution or Resolutions* shall mean any by-law, rule, regulations, directive, or authorization which have been approved by the Council of the City of Westlake and which is applicable to this Contract.

18) *Site* shall mean the area upon or in which the Contractor's operations are carried on, and such other areas adjacent thereto as may be designated as such by the Director of Engineering.

19) *Specifications* shall mean all of the directions, requirements and standards of performance applying to the work as hereinafter detailed and designed under Specifications.

20) *Subcontractor* shall mean anyone (other than the Contractor and his employees) who performs work (other than or in addition to the furnishing of materials, plant or equipment) at or about the construction site, directly for or on behalf of the Contractor (and whether or not in privy of contract with the Contractor), but shall not include any person who furnished merely his own personal labor or this own personal services.

21) *Surety* shall mean The Corporate body, which is bound with and for the Contractor and which engages to be responsible for his acceptable performance of his portion of the project and for his payments of all debts pertaining to the project.

22) *Workman, Laborer or Mechanic* shall mean any person employed by the Contractor or of a subcontractor, who is employed in the construction of such improvements.

23) *Laboratory* shall mean a reputable testing laboratory that is delegated by or acceptable to the Director for rendering testing and inspection services on a contract where these specifications govern.

24) *ASTM* shall mean the American Society for Testing and Materials.

25) *ACI* shall mean the American Concrete Institute.

26) *AWWA* shall mean the American Water Works Association.

27) *ANSI* shall mean American National Standards Institute.

28) *IEEE* shall mean the Institute of Electrical and Electronic Engineers, Inc.

29) *NEC* shall mean the Institute of Electrical Code of the National Board of Fire Underwriters.

30) *NBFU* shall mean the National Board of Fire Underwriters.

31) *NEMA* shall mean the National Electric Manufacturers Association.

32) *OSHA* shall mean the Occupational Safety and Health Association.

33) *County* shall mean Cuyahoga County, Ohio

34) *City* shall mean City of Westlake.

35) *State* shall mean state of Ohio

36) *OEPA* shall mean Ohio Environmental Protection Agency.

37) *USEPA* shall mean United States Environmental Protection Agency

38) *MBE* shall mean Minority Business enterprise.

39) *CMS, ODOT* shall mean the Construction and Material Specifications of the Ohio Department of Transportation.

GC-103 CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

It is the intent of the Specifications and Drawings to describe a complete project to be constructed in accordance with the Contract Documents.

The Contract Documents comprise the entire Agreement between the Owner and Contractor. They may be altered only by a modification.

The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the contractor finds a conflict, error or discrepancy in the Contract Documents, he will call it to the Director of Engineering's attention in writing before proceeding with the work affected thereby. In the event of any discrepancies between any of the parts hereof in resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order: Contract shall control over all other parts, Special Conditions; control over General Conditions (including Supplement, if any), supplemental General Conditions, if any; control over General Conditions, Supplemental Instructions to bidders, if any; control over the Instructions to bidders, Figure dimensions on drawings shall govern over scale dimensions, and detailed drawings shall govern over general drawings. Any work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result, shall be supplied whether or not it is specifically called for. Work, materials or

equipment, described in words which when so applied have a well known technical or trade meaning, shall be deemed to refer to such recognized standards. The contractor assumes full responsibility for having familiarized himself with the nature and extent of the Contract Documents, work, locality, and local conditions that may in any manner affect the Work to be done.

GC-104 ADDRESS

The residence or place of business given in the bid or proposal upon which the Contract is founded is hereby designated as the place where all notices, letters and other communications shall be served, mailed to, or delivered. Any notice, letter or other communication addressed to the Contractor and delivered at the above named place or deposited in a postpaid wrapper in any post office box regularly maintained by the United States Postal Service shall be deemed sufficient service thereof upon the Contractor, and the date of mailing shall be the date of service. The place named may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor and delivered to the Office of the Director of Engineering. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter of other communication upon the contractor personally.

GC-105 EXAMINATION OF PLANS, SPECIFICATIONS AND SITE

Bidders shall make all necessary investigations to satisfy themselves as to the conditions and nature of the soil and other characteristics of the proposed project site, and otherwise inform themselves of all difficulties, facilities, structures, obstructions, and utilities that may be encountered during the execution of all the work included in or implied by the Contract plans and specifications.

Bidder shall examine all drawings, details, specifications, contract proposal and all data on file in the Office of Engineering for examination by bidders. No claim or plea of ignorance of conditions that exist, or of conditions or difficulties that may be encountered in the execution of the work under this contract, as a result of failure to make necessary examinations and investigations, will be accepted as a basis of any claims whatsoever for added compensation.

All the work mentioned in the specifications and not shown on the plans, and all work shown on the plans and not mentioned in the specifications, and all work necessary for the completion of the work according to the best engineering practice and true intent and meaning of the contract drawings and specifications shall be furnished, performed and done, as if the same were both mentioned in the specifications and shown on the plans. Should a bidder find a discrepancy in or omissions from the plans or specifications, or should he be in doubt as to their meaning, he shall at once notify the Engineer who will send written instructions to all Bidders. The City will not be responsible for any oral

instruction. In the event of any misunderstanding as to the intent or meaning of the plans or specifications, or any discrepancy in either, the decision of the Engineer shall be final and conclusive in writing.

The right is reserved by the Engineer to correct any errors or omissions in said plans or specifications whenever such correction is necessary for the proper fulfillment of the intention of the plans or specifications.

Where aerial photographs or aerial topography are a part of the contract plans, the City will not be held responsible for the time the individual photographs are taken, or that they are to date, reasonably accurate, or coincide with the time the engineering field work is done from which the rest of the said plans are prepared. Normally aerial photographs are taken, or that they are to date, reasonably accurate, or coincide with the time the engineering field work is done from which the rest of the said plans are prepared. Normally aerial photographs are taken at the times of the year when there is little foliage and visibility is otherwise good.

GC-106 ELEVATIONS AND DIMENSIONS

Elevations on the plans refer to sea level datum. In the event of discrepancy, with respect to the construction drawings, between scale dimensions and figure dimensions or between the small drawing and larger scale details, the latter will govern in each case, or as otherwise directed by the Engineer.

GC-107 TIME OF ESSENCE, CONTRACT TIME, PAYMENTS AND OWNER'S RIGHTS

Since this Contract is for a needed improvement, the provisions relating to the time of performance and time of completion of the Work included in this Contract are of the essence of this Contract. The contractor shall begin work as directed and shell prosecute the work diligently so as to assure completion of the work not later than the time specified therefore, or the time of completion extended, pursuant to these specifications.

GC-108 BEGINNING AND ENDING WORK

The Contractor shall commence the work herein required to be done within ten (10) days after receipt of written notice from the Engineer to do so, and construct the work in such order of precedence as may from time to time be directed by said Engineer, and complete the work within the time which is stated in the proposal. In case this time is exceeded, the City is hereby authorized to deduct and retain out of the payments which may be due or become due the Contractor, the costs due to delay for engineering, supervision, administration overhead and revenue loss incurred by such delay, for each and every day the work is delayed beyond the time so stipulated. The amount thus withheld is not to be

considered as a penalty, but as a liquidated damages, hereby fixed and agreed to in advance by the parties hereto. The City of Westlake may, on request of the Contractor, extend the time for completion of said Contract, if it is deemed advisable.

The Engineer will take into consideration the availability of the materials required by this Contract before the issuance by him of the above ten (10) day written notice to commence work.

GC-109 PRECEDENCE AND SUSPENSION OF THE WORK

Work upon all or any portion of the contract shall, at any time, be suspended or discontinued, by a written order of the engineer, whenever tin his opinion, the best interests of the City, or the progress of work upon other parts or portions of the work may demand it. Such suspension or discontinuance shall not entitle the Contractor to extra compensation for damages, but any such detention shall work an extension of the time for the completion of the contract, providing the completion is delayed by such order.

GC-110 RECOMMENCEMENT OF WORK

After having discontinued the work at any time for any reason, the Contractor shall not again commence work without first having given notice to the Engineer of his intentions at least twenty-four (24) hours before beginning work.

GC-111 TIME OF COMPLETION

The entire improvement required by these plans and specifications shall be finished and completed to the entire satisfaction and acceptance of the Engineer within the time as set forth in the Bid Proposal. For each and every day that the improvement as herein specified, or any pat thereof, remains incomplete and unfinished after the time above mentioned, the Contractor shall pay the Owner the amount hereby fixed as the liquidated damages, which damages would be suffered and sustained by the owner by reason of failure and delay in completing the work within the time specified and in addition thereto, the cost of engineering and inspection, and all other expenses necessarily incurred after the above limited time has expired and the Contractor in submitting his proposal or bid, agrees that the amount of such damages, cost of engineering and inspection, when certified by the Engineer, shall be deducted from the final estimate due or that may become due him.

GC-112 EXTENSION OF TIME

If the Contractor finds that it will be impossible for him to complete the work on or before the date of completion as set forth in the Contract or as previously extended, he shall make written request to the engineer for an extension of time for completion, setting

forth fully in his request the reasons which he believes justify the grating of the request. No request for an extension of time will be considered unless claim therefore is made in writing to the Engineer within seven (7) days of the commencing of any such delay. If the Engineer finds that the work was delayed on account of unusual conditions beyond the control of the Contractor, he may grant an extension of time for the completion, to such date, which may to him seem reasonable and proper. In case such an extension is not granted, the right to proceed with the work under this contract may be considered by the Owner as forfeited as of date for completion as originally provided in the contract or as previously extended, and the Owner, without violating the Contract, may proceed immediately to take over the work, materials, and equipment make and final settlement of cost incurred.

In the event any alterations or additions are made to the contract which, in the opinion of the project Engineer, will require additional time for the execution of any work under this Contract, then in that case the completion date fixed in the Contract shall be amended by such a period of time as may be fixed by the Engineer and his decision shall be finial and binding upon both parties, provided that in such case the Contractor, within ten (10) calendar days after being notified in writing of such alterations or additions, shall request in writing an amendment of the completion date fixed in the Contract; but no such change of completion date shall be given for any minor alterations or additions, and the Contractor shall not be entitled to any damages or compensation from the owner on account of such additional time required for the execution of the work. Permitting the contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended shall in no way operates a waiver on the part of the owner of any of its rights under the Contract.

Neither by the taking over of the work by the owner nor by the annulment of the Contract, shall the Owner forfeit the right to recover liquidated damages from the Contractor or his Surety for failure to complete the contract.

GC-113 UNIT QUANTITIES

The schedule of unit quantities contained in the Bid Proposal, although estimated with as much accuracy as possible in advance, is approximate only and is assumed only for the purpose of comparing bids and forming a basic contract price for the work contemplated. The quantities on which payments will be made to the contractor are to be determined by measurements of the work actually performed by the Contractor as specified by the contract, plans and specifications. Bidders shall not, at any time after the submission of their bids, dispute the aforementioned schedule of quantities or the character of the work to be done, and shall not make any claims for loss of profits because of a difference between the quantities assumed in the Bid Proposal and the quantities of work actually performed.

GC-114 MEASUREMENT FOR PAYMENT

The contract price per unit of sewer, manholes, access chambers, and any other items is for the work complete in place and accepted as specified and shown on the plans, regardless of the character of material encountered in the excavation of contingencies of any other nature. Unit and lump sum prices for such work complete in place shall include the furnishing of all labor, materials, tools and equipment necessary for its proper performance. All cost, such as excavation, concrete and reinforcement, grouting, backfill, relocation, repair or replacement of existing structures, sheeting and bracing of excavation, cleanup and repairs and all other operations required in the construction shall be included in the contract unit or lump sum prices, and no additional compensation will be allowed therefore. It is the intent of these specifications that the cost of all work which does not have pay items provided for shall be included in the contract unit or lump sum prices for items shown on the bid blanks.

GC-115 PRE-CONSTRUCTION CONFERENCE

The Contractor, the Director of Engineering and other representatives of the City and appropriate government agencies shall meet to discuss proposed maintenance of traffic and proposed work scheduling, construction methods and general review of plans, specifications, regulations and appurtenances for this project. This meeting will be held within one-week prior the award of the Contract and prior to the start of any construction on the project.

GC-116 STORAGE OF MATERIALS

The Contractor shall make all necessary arrangements and provisions for the storage of materials and equipment to be used on this Contract. All excavated materials, construction equipment, and materials and equipment to be incorporated into the Work shall be placed so as not to injure any party of the Work or existing facilities and so that free access can be had at all times to all parts of the Work and to all public utility installations in the vicinity of the Work. Materials and equipment shall be kept neatly piled and compactly stored in such locations as will cause a minimum inconvenience to public travel and adjoining owners, tenants and occupants.

Materials and equipment which are to become the property of the City shall be so stored as to facilitate their inspection and insure preservation of the quality and fitness for the Work, including proper protection against damage by freezing and wet weather; and they shall be placed under cover on wooden platforms or other hard, clean surfaces, and not on the ground.

Lawns, grass plots or other private property shall not be used for storage purposes without written permission of the City, its agent or other person in possession or control of such premises.

GC-117 DUTY AND RESPONSIBILITY OF THE CONTRACTOR FOR PLANT AND METHODS

The Contractor shall do all the work and perform and furnish all the labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies and all other things (except as otherwise expressly provided herein) necessary and as specified for the proper performance and completion of the work in the manner and within the time specified, in strict accordance with the Drawings, Specifications, and other Contract Documents.

All parts of the work and all fixtures, equipment, apparatus and other items indicated on the Drawings and not mentioned in the Specifications, or vice versa, and all work and material usual and necessary to make the Work complete in all its parts, including all incidental work necessary to make it complete and satisfactory and ready for use and operation, whether or not they are indicated on the Drawings or mentioned in the Specifications, shall be furnished or executed the same as if they were called for by both the Drawings and by the Specifications.

The Contractor shall provide and install such construction plants and shall use such methods and appliances for the performance of all the operations connected with the Work to be done under this Contract as will secure the safety of the Work and those working on it. If at any time before the commencement or during the progress of the Work, or any part of it, such methods and appliances appear to be unsafe, or inadequate for securing the safety of the work or of the workmen, the Contractor shall increase safety measures or shall improve their character. The Contractor shall at all times comply with the requirements of the State of Ohio and the requirements and ordinances of the local political subdivision and shall be fully responsible to insure the safe conduct of the Work and for the safety of his plant, appliance and methods.

The Contractor shall employ sufficient competent workmen, plant, equipment or other means to complete the work within the time and of the specified. The Contractor shall be fully responsible for the efficient and adequacy of his workingmen, plant, appliances and methods. Whenever the Director notifies the contractor in writing that, in his opinion, any workman on the Work is incompetent, unfaithful, disorderly or otherwise unsatisfactory, or not employed in accordance with the provisions of the Contract, such workman shall be discharged from the Work, and shall not again be employed on it, except with the written consent of the Director of Engineering.

Before starting the Work and from time to time during its progress, as the Director may request, the Contractor shall submit to the Director of Engineering a written description of the methods he plans to use in performing the Work and the various steps he intends to take. Within 15 days after the date of the execution of the Contract, the Contractor shall prepare and submit to the Director of Engineering (a) a written schedule fixing the dates on which additional drawings, if any, will be needed by the Contractor and (b) a written schedule fixing the respective dates for the start and completion of various parts of the work. Each such schedule shall be subject to review, approval and change by the Director of Engineering form time to time during the progress of the work.

GC-118 EXISTING STRUCTURES SHOWN ON PLANS

Where underground and surface structures are shown on the plans, the location, depth, and dimensions of such structures are believed to be reasonably correct, but are not guaranteed. Such structures are shown for the Contractor, but information so given is not to be construed as representation that such structures will in all cases be found or encountered just where shown, or that they represent all the structures which may be encountered.

GC-119 STRUCTURE ENCOUNTERED AND PROTECTION OF PROPERTY

The Contractor shall, at his own expense, support and protect all buildings, bridges, conduits, wires, water pipes, gas pipes, sewers, pavements, curbing, sidewalks, equipment and fixtures of all kinds and all public and private property, whether of this or another contract, that may be encountered or endangered in the prosecution of the work herein contemplated, and that are not otherwise provided for in the Charter or franchise relating to same. He shall repair and make good any damage caused to any such property by reason of this operation, leaving all work in approved condition at the completion of the Contract.

GC-120 TEST PITS

The contractor shall dig such exploratory test pits as the Engineer may order in advance of excavation operations to determine the exact location of sub-surface pipe lines, conduits, or structures which are likely to be encountered and shall make acceptable provision for their protection, support and maintenance in operation. This work shall be done by the Contractor but failure of the Engineer to order it shall not relieve the Contractor of his responsibility hereunder. The entire cost of such work shall be included in the unit or lump sum prices for the various items of the work to be done under this contract and no additional compensation will be allowed therefore.

GC-121 CARE OF EXISTING UTILITIES

The information shown on the Contract Drawings concerning type and location of underground utilities is not guaranteed to be accurate or all-inclusive. The Contractor is responsible for making his own determination as to the type and location of underground utilities as may be necessary to avoid damage thereto. Sewers which are abandoned and no longer in service may contain water, and therefore, the Contractor shall take the necessary precautions to prevent infiltration into the new construction should the abandoned sewer be damaged.

Any existing privately owned utility facilities in public right-of –way encountered at the site of the work which will interfere with the final construction shall be supported, removed or relocated by the Owner of the utility. Any expenses in so doing shall be borne by the Contractor. The Contractor shall furnish the Engineer, sufficiently in advance of the scheduled operation, a list of the utilities affected. The Contractor shall notify all such affected utility companies, all pipe line owners, or other parties affected and endeavor to have all necessary adjustments made as soon a practicable. This includes adjustment to grade o fall gas and water boxes, etc., unless specifically included in the b i d proposal as a pay item. The Contractor shall replace, support, move or repair and maintain all existing sewers, drains, catch basins, manholes, culverts, pipes for water or sewer; and all other utility facilities encountered in the work except as noted in the above paragraph. The Contractor shall maintain in service all existing house service utility connections. The Contractor shall replace, support or remove each structure or repair all damage done to any of the said structures during the life of this Contract. He shall, in all cases, leave them in as good condition as they were previous to the commencement of the work and to the full satisfaction of the Engineer.

Should it become necessary to change the position or temporarily remove or relocate any utilities such as light, power, or telephone poles or conduits; water, gas or pipes; and track or wires, in order to clear the area where the improvement is being built, the Contractor shall give timely due notice to the owners of these utilities and shall cease work, if necessary, until satisfactory arrangements have been made to properly care for the same. (The entire cost of the change or temporary removal shall be paid to the owners of the utilities by the Contractor and the cost shall be included in the prices bid for other items of work and no additional compensation will be allowed therefore.)

The full cost to replace, support, move or repair all damage done to any of the said structures encountered in any position in the excavation and the cost of any flagmen or watchmen required by the utility owners shall be included in the unit prices bid for other items of work and no additional compensation will be allowed therefore.

GC-122 PROTECITON OF WORK

The Contractor shall provide proper facilities, take all necessary precautions and assume the entire cost for protecting the Work against adverse weather conditions and for handling all storm and flood water, sewage, seepage, ice or snow that may be encountered during the performance of the Contract.

GC-123 WATCHMEN AND PROTECTIVE DEVICES

The Contractor shall, at his own expense, provide the necessary watchmen and sufficient warning lights and barricades, and he shall take such other precautions as are necessary to protect life and property.

GC-124 SANITARY PROVISIONS

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with the sanitary requirements of law and ordinance.

GC-125 AID TO THE INJURED

The Contractor shall have standing arrangements for the immediate removal and hospital treatment, if necessary, of any employees who may be injured on the Work. The Contractor shall keep on the Work, ready for immediate use, all articles necessary for giving "First Aid to the Injured". Nearest hospital: St. John and Westshore Hospital, 29000 Center Ridge Road, Westlake, Ohio 440-835-8000. Emergency Police and Fire 911 or non-emergency Police (City) 440-871-3311 and Fire (City) 440-871-3322.

GC-126 LIST OF SUPPLIES, ETC.

Where the contract provides for the furnishing, delivery or placing of tools, supplies or similar material or equipment, advance notice of delivery shall be given to the City, and the material itself shall be accompanied by lists of pieces, in triplicate, and with all furnishing adequately identified and marked. After checking, one of the delivery lists will be returned to the delivery lists will be returned to the Contractor annotated to show receipt, or omission or damage. The Engineer, or his authorized representative, shall be furnished each day with itemized delivery lists of the materials and equipment delivery to the job which are intended to be incorporated into the work. Any materials or equipment delivered to the job without prior approval of the Engineer will be at the sole risk of the Contractor and will be subject to rejection and removal. No work shall be done or material or equipment installed until such is fully approved, and no unapproved work, materials or equipment will be included in any estimate for payment.

GC-127 OR EQUAL

Wherever, in the specification, material or equipment is specified by supplier's or manufacturer's name, it is for the purpose of establishing a standard of materials, manufacture, fabrication, finish, performance, efficiency and service and is not intended to restrict the furnishing to those named. Furnishing of other suppliers of manufacturers of proven equal materials or equipment will be acceptable subject to the approval of the City Engineer.

GC-128 USE OF SEWERS AND CONDUITS

The City shall have the right to connect any sewer, conduit or pipe line with the sewers and their appurtenances, herein described or to grant permits to make connections therewith, at any time before the work is finally accepted and the said Contractor shall not interfere with the making of such connections, and no extra allowance shall be made to said Contractor on account thereof.

GC-129 TEMPORARY LIGHT AND HEAT

The Contractor shall supply all temporary heat and light at his own expense for such periods of time and at such temperature as the Engineer may direct for the proper protection and execution of the work.

GC-130 PAINTING

It is the intention of the specifications to provide that in addition to shop applied coatings, all metal surfaces not galvanized or aluminum, shall be satisfactorily protected by durable field coatings of paint or other approved material, and that all metal not galvanized or buried in the earth and masonry when so specified, shall be left clean and well painted at the completion of the contact. Such items as are indicated on the contract drawings to be painted with bituminous paint. No extra payment will be made for this work, but the entire cost of the same shall be included in the unit or lump sum prices stipulated for various items of the work to be done under this contract.

GC-131 ACCESS

During the prosecution of this contract, the Contractor shall enable and facilitate access to all part of the work by the Engineer, representatives of the City, the Federal Government, Ohio EPA and other authorized agencies, and utility companies.

GC-132 ELECTRIC POWER

The Contractor shall make his own arrangements for electric current or power. No special compensation will be made for cost of obtaining or purchasing power but such cost shall be considered as having been included in the unit or lump sum prices stipulated for the various items of the work under this contract.

GC-133 ACCESSIBILITY OF FIRE HYDRANTS AND STOP VALVES

Fire hydrants and stop valves adjacent to the work shall be kept readily accessible to fire apparatus, and no material or other obstruction shall be placed within ten (10) feet of any hydrant or stop valve unless by special permission of the proper authorities.

GC-134 REMOVAL OF RUBBISH

The Contractor shall, at his own expense, keep the site of his operation and the building or structure being worked on clean during the construction, and shall remove all rubbish as it accumulates.

Before final acceptance, the project, including stream channels and banks at drainage structures and all borrow and waste areas, storage sites, temporary plant sites, haul roads and other ground occupied by the Contractor in connection with the work shall be cleaned of all rubbish, excess materials, temporary structures, and equipment. These areas shall have suitable vegetative cover established by seeding and mulching or by other approved methods, and all parts of the work shall be left in an acceptable condition.

As soon as portions of the work are ready for use, they shall be thoroughly cleaned by the contractor of all dirt and rubbish, and cleared of all materials, forms, false work, temporary structures and equipment. The contractor shall also clean out all sewers, drains, inlets, manholes and other underground lines and structures built by him or affected by his work.

GC-135 PATENTS

The Contractor shall pay all royalties and license fees and shall hold and save the City and its officers, agents, servants and employees, and the Engineer, harmless from liability of any nature or kind, including cost and expenses, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this Contract, including its use by the City unless otherwise specifically stipulated in the Contract Documents. In this respect, the Contractor shall defend all suits or claims for infringement of any patent or license rights.

GC-136 LABOR AND MATERIALMEN OR MANUFACTURERS

The Contractor shall well, truly and promptly pay or satisfy the just and equitable claims of all persons, who have performed labor or furnished material for said Contractor in the execution of the Contract, including those who have previously filed an attested account of such claims with the City, and all bills, costs or claims of whatever kind which might in law or equity become a lien upon said Work or against the fund from which the same is to be paid or a charge against the City.

GC-137 ABANDONED GAS WELLS

The City of Westlake is not aware of abandoned gas or oil wells within the limits of the construction area. However, in the event any abandoned gas or oil wells within the limits of the construction area are encountered, and it becomes necessary to plug same, the contractor shall notify the Engineer, immediately upon discovery, of any apparent wells and the City of Westlake will immediately have same located, evaluated, and plugged, if necessary, at City's expense.

GC-138 PROTECTING EXISTING TREES AND SHRUBBERY

When ordered by the Engineer, the Contractor shall dig up, handle, protect and properly reset hedges and shrubbery along the line of or adjacent to the work, and they shall take all reasonable care in this work.

Tree roots shall not be mutilated nor shall they be cut except by permission of the Engineer. When permitted to cut tree roots, the ends shall be cut off smooth, without splitting or shattering. The trunks of the trees shall be carefully protected from damage, and if unavoidable damage occurs, the injured portions shall be neatly trimmed and covered with an application of grafting wax. Excavating machinery, cranes, etc., shall be handled with care to prevent damage to shade or ornamental trees, particularly to overhanging branches, and branches shall not be cut off except by special permission of the Engineer. No special compensation will be made for the protecting of existing trees and shrubbery, but such cost shall be considered as having been included in the unit or lump sum prices stipulated for the various items of work to be done under this contract.

GC-139 BUILDING AND SHANTIES

No shanties shall be erected unless a permit, in writing, is secured from the Engineer, allowing their construction. Should permission be asked and granted regarding the construction and maintenance of such buildings.

GC-140 WORK IN INCLEMENT WEATHER

The Contractor is presumed to have taken all difficulties due to weather conditions into consideration on preparing his bid. He must be prepared and must take all precautions to protect all work from unfavorable weather and extremes of temperature, either hot or freezing. He shall provide approved facilities for protecting the work finished or in process of construction or installation against unfavorable weather at all times, inclusive of off hours and weekends, to the satisfaction of the Engineer.

GC-141 PUBLIC TRAVEL NOT TO BE OBSTRUCTED

The Contractor shall provide means for public travel over, by or around the work as it progresses so far as he may, in the judgment of the Engineer and the City, and do so without injury to the work. Such means for travel is to be maintained so as to inconvenience public travel as little as possible. The Contractor shall include the entire cost of all such work in the unit or lump sum prices bid for the various items of the work to be done under this contract and no additional compensation will be allowed therefore, unless a bid item is provided in the proposal.

GC-142 SUPERINTENDENT

In the absence of the Contractor, the work shall be in charge of a competent superintendent who shall have full authority to act for him and to supply labor and materials and to do anything necessary to properly receive and obey the instructions of the Engineer.

GC-143 HOURS OF LABOR

The Contractor shall execute the work only during the regular commonly accepted working hours at the City of Westlake and shall conform to Section 531 “Noise Control” of the General Offenses Code Subsection Section 531.03 Specific Prohibitions: (b) Construction Operating or permitting the operation of any tools or equipment in construction, drilling, building or demolition work between the hours of 8:00 a.m. and 9:00 p.m. Monday thru Saturday. No work is allowed on Sundays or on New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day except for emergency work, public service utilities or by special permission approved by the Chief of Police and the Director of Inspections concurrently.

GC-144 INCOMPETENT PERSON TO BE EMPLOYED

Should any person considered by the Engineer to be disorderly or incompetent on the work, he shall, upon proper notice to the Contractor from the engineer, be discharged and not employed again without his permission.

GC-145 INTOXICATING LIQUORS

The Contractor shall neither permit nor suffer the introduction or use of intoxicating liquors upon or about the work specified in this contract or upon any of the grounds occupied by him or by his employees.

GC-146 EXPERIMENTAL METHODS, EQIPMENT AND MATERIAL PROHIBITED

The use of any experimental or untried methods, or the use of installation of any experimental or untried materials or equipment or any combination or either or both, shall not be allowed. Each Bidder shall, if so required by the City, submit ample proof that method of doing any of the work contemplate under this contract has been successfully used for the like work for a period of at least one year; or that the materials, or any combination of either or both proposed to be used on, or furnished for such contemplated work is of reliable make and is of a type that has been successfully used in practical service outside the builder's works, for a period of not less than one year.

GC-147 ACCESS TO WORK AND PLACE OF MANUFACTURER

The Director or his authorized representative and such representative's staff, shall at all times, have access to inspect the work whenever it is in preparation, progress, being manufactured or fabricated, and the Contractor shall arrange and provide proper facilities for such access and inspection to determine whether such work is being done in accordance with the Contract requirements.

GC-148 AUTHORITY AND DUITIES OF ENGINEER

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

The Engineer shall decide any and all questions, which may arise as to the quality and acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of said work. He shall decide all questions which may arise as to the interpretation of all of the drawings and specifications relating to the work, and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. He shall also determine the amount and quality of the work performed and materials furnished which are to be paid for under the contract.

In case of a dispute arising between two or more contractors engaged on the same or adjacent areas as the respective rights of each under these specifications, the Engineer shall determine the matter at issue and shall define the respective rights of the various interests involved in order to secure satisfactory results and the proper completion of all parts of the work.

His decision shall be final and binding on all parties concerned.

In addition to the above, the Engineer shall have such other rights and powers as are specified elsewhere in the specifications.

GC-149 INSPECTION OF WORK

All materials and each part or detail of the work shall be subject to inspection by the Engineer or his designated inspector. The Engineer of his inspector shall be provided access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection. The inspector is not authorized to alter or waive the provisions of the contract. He is authorized to call the attention of the Contractor to any failure of the work or materials to conform to the specifications and contract. He is authorized to reject materials, which does not meet specification requirements or suspends the portion of the work involved until any questions at issue can be referred to and decided by the Engineer. The inspector is not authorized to issue instructions contrary to the plans and specifications, or to act for the Contractor.

The inspector shall in no case act as foreman or perform other duties for the Contractor or interfere with the management of the work by the latter. Any advice, which the Inspector may give the Contractor, shall in no way be construed as binding the City in any way or releasing the Contractor from the fulfillment of the terms of the Contract.

Any work done or materials used without supervision or inspection by an authorized representative may be ordered removed and replaced at the Contractor's expense. Failure to reject any defective work or material shall not in any way prevent later rejection when such defects are discovered, or obligate the City to final acceptance. The Contractor shall not be entitled to any claims for loss of time, damages or anticipated profit due to any time lost from suspension of Work or from the referral of the questions at issue to said Engineer of his representative.

GC-150 OTHER CONTRACTS

It is understood and agreed that the Contractor shall execute his work in such a manner and in such order as will not interfere with work in progress, and will permit the City to perform other work or enter into other contracts for work and materials to be constructed or placed in, on or about the Work herein described, with the least interference possible, and with complete cooperation whenever it is desirable to prosecute such other work, either simultaneously with the Work under this Contract or otherwise.

The Contractor shall conduct his operations so as not to damage existing structures, the work site or Work installed either by him or by other contractors. In case of any such damage resulting from his operations, he shall repair and make good as new the damaged portions at his own expense with the consent of the damaged party. In the event that consent is not given, the Contractor shall continue to be liable for the damage caused.

GC-151 FAILURE TO MEET PERFORMANCE REQUIREMENTS

The delivery of any material, equipment, or the performance of any labor hereunder, which does not in all respects conform to contract requirements, will be rejected and the Contractor shall be notified promptly by the Engineer of such rejection and the reason therefore, which notice shall be confirmed in writing. If the Contractor fails to affect immediate replacement of such rejected materials, equipment or labor with material, equipment or labor meeting the requirements of the order and of the Contract, the Director of Engineering shall shave the right to purchase on the open market materials and equipment, and to hire labor of the character required under the order up to the amount rejected and the said Contractor and his surety shall be liable to the City for all excess cost and expense occasioned the City hereby.

GC-152 ACCEPTANCE OF PERFORMANCE

It shall be understood and agreed by the parties hereto that the Director of Engineering shall determine finally the satisfactory quality of the Work, material and equipment furnished under the Contract.

GC-153 NO WAIVER OF LEGAL RIGHTS

Neither acceptance of nor payments for the Work or any part of the Work, nor any extension of time, nor any possession taken by the City shall operate as a waiver of any breach of the Contract be held to be waiver of any other or subsequent breach.

GC-154 SEWER PHOTOGRAPHING, VACUUM TESTING, LEAKAGE TEST & DEFLECITON TEST

Sewer photographing, vacuum testing, leakage test, and deflection tests will be required on these sewers as all pipe sizes are 36” or smaller. The City shall do all sewer photographing, vacuum testing, leakage test, and deflection testing at the contractor’s expense and therefore no pay item is provided for this work.

GC-155 OTHER INSPECTION AND TESTING OF MATERIALS

The City will perform all testing of materials not specified in other sections of these documents by independent testing laboratories or as may be required or directed otherwise by the Engineer at the City’s expense.

Test shall be in accordance with AASHTO, ASTM or other methods determined by the Engineer. Materials being used shall meet specified requirements and are subject to inspection, test or rejection at any time prior to incorporation into the work.

The Contractor, in all cases, shall notify the Engineer of his proposed material sources prior to deliver and shall furnish all required samples and specified materials certifications without charge to the City.

The Engineer may undertake the inspection of materials at the source. The Engineer shall have the cooperation and the assistance of the Contractor and the producer with whom he has contracted for materials without charge to the City.

The City reserves the right to retest all materials prior to incorporation into the work which have been tested and accepted at the source of supply after the same have been delivered and to reject all materials which, when retested, do not meet the requirements of these specifications or those established for the specific project.

GC-156 MONUMENTS AND PROPERTY PINS

Monuments and property pins shall not be molested or removed by the Contractor or any of his employees without the written consent of the Engineer.

Prior to commencing his operation, the Contractor shall have his registered engineer or registered surveyor make a reconnaissance of the working area, locating existing monuments and property pins within the proposed construction limits and designate same with appropriate marks with a minimum of three reference points for all monuments. The Contractor shall protect and maintain all monuments and property pins during his operation to the satisfaction of the Engineer.

The Contractor to the satisfaction of the Engineer shall replace all monuments and property pins moved or destroyed during construction. No separate compensation will be allowed for such work, as it shall be included in the unit prices bid for other items of work.

GC-157 HORIZONTAL AND VERTICAL CONTROL INCLUDING CONSTRUCTION LINES AND GRADES

Prior to commencement of the work the City will reference control points and monuments and establish benchmarks along the line of the improvement for the proper prosecution of the work under this contract. These control points, monuments and

benchmarks shall constitute the field control by and in accordance with which the Contractor shall establish other necessary controls and perform the Work. The Contractor shall provide his own engineering field forces and set all stakes including supplementary benchmarks, and horizontal and vertical controls, necessary to secure a correct layout of the work.

In all cases, the Contractor shall provide such materials, templates, stakes, ranges, spikes, nails, boards, equipment, tools and incidentals necessary to complete this work. The Contractor shall provide to the Engineer for project records appropriate copies of cut sheets and calculations for grading or other such work to be determined by calculation methods.

The Contractor shall be responsible for having the finished work conform to the lines, grades, elevations, and dimensions called for in the plans. Any inspection or checking of the Contractor's layout by the Engineer and the acceptance of all or any part of it shall not relieve the Contractor of his responsibility to secure the proper dimensions, grades, and elevations of the several parts of the work. The Contractor shall exercise care in the preservation of stakes and benchmarks, and shall have them reset at no additional cost to the City when any are damaged, lost, displaced, or removed. The Contractor shall use competent personnel and suitable equipment for the layout work required and shall provide that it be done under the supervision of a registered professional engineer or a registered surveyor.

It shall be the contractor's responsibility to verify any survey information appearing in the plans, which he may use to lay out the work.

The Contractor shall include the entire cost of all such work in unit or lump sum prices bid for the various items of the work to be done under this contract and no additional compensation will be allowed therefore unless specifically included in the bid proposal as a pay item.

GC-158 ALIGNMENT AND GRADE

All sewers in open cut shall be laid and maintained to the required lines and grades with opening left for manholes at the required locations and with all joints centered and all spigots home. The Contractor shall furnish all material and labor to set grade bars every 50 feet unless a laser beam method of setting line and grade is used. Every pipe shall be laid to line and grade indicated by string line drawn between the grade bars and by using a rod or pole of fixed length as a gauge between working line and pipe trench a plumb bob shall be used to check the line of pipe at each end. If the grades are flat and the Engineer so orders, the Contractor shall place intermediate bars between those set at

specified stakes as above. The Contractor shall place such additional bars, and the cost included in the unit prices bid for sewers in place. This method cannot be used for sewers on 0.20% grade of less.

Where a laser beam is used, the Contractor shall furnish all material and labor to establish line and grade of the generated laser beam from the bench marks and control points indicated on the Plans or provided by the City. The laser shall be securely anchored and checked daily to insure its accuracy. Laser beam equipment shall be in accordance with OSHA regulations and have prior approval by the Engineer, and strict adherence to the manufacturer's operation procedure shall be observed. Only qualified and trained employees may be assigned to install, adjust or operate laser equipment, and proof of qualifications of the equipment operator must be available at all times. Areas in which lasers are used must be posted with standard laser warning placards, and the laser beam shall be turned off when not needed. During rain snow dust or fog, the operation of laser systems shall be prohibited where practicable because of beam scatter. Payment for the use of laser beam system shall be included in the lump sum and unit prices bid for other items of work and no separate payment will be made therefore.

GC-159 INSURANCE

CONTRACTOR'S INSURANCE – The Contractor shall not commence work under this contract until he has obtained all insurance specified herein and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor as hereinafter specified has been so obtained and approved.

GC-159.01 WORKMEN'S COMPENSATION INSURANCE

The contractor shall take out and maintain during the life of this contract, Workmen's Compensation Insurance for all of his employees employed at the site of the project and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

Such insurance is to be evidenced by a certificate from the Industrial Commission of Ohio that the Contractor has complied with each and every condition of the act of February 26, 1913 and all acts amendatory thereof and supplementary thereto and known as the Workmen's Compensation Law.

Any and all expense incident to the furnishing of all insurance required of the Contractor, as well as the legally required performance bond, shall be borne by the Contractor and shall be included in unit or lump sum priced bid for the various items of the work to be done under this contract and no additional compensation will be allowed therefore unless

specifically included in the bid proposal as a pay item. An exact copy of such policy or policies shall be deposited with the City before the commencement of any work under the contract. Exact copies of renewal policies shall be deposited with the City prior to the expiration date of any of the initial insurance. All insurance herein specified shall be with a company authorized to do business in the State of Ohio and acceptable to the parties hereto.

GC-159.02 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor, or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

1) Public Liability insurance in the amount of One million dollars ($1,000,000.00) for injuries, including accidental death, to any one person in an amount of One Million Dollars ($1,000,000.00) for injuries, including accidental death, to more than one person, in any one occurrence.

2) Property damage insurance in the amount of One Million Dollars ($1,000,000.00) on account of any one occurrence and in a total amount of One Million Dollars ($1,000,000.00) for all accidents occurring during the policy period.

3) The Contractor shall take out and maintain Public Liability Insurance, insuring the City of Westlake against any and all claims for personal injuries (including accidental death) and property damage, arising out of the performance of this contract, whether by the Contractor or any subcontractor or any one directly or indirectly employed by either of them. The insurance policy or policies shall provide insurance coverage for the City of Westlake against such respective liabilities, in like amount as set forth above.

4) The contractor shall require each subcontractor to take out and maintain during the life of such subcontract such public liability and property damage insurance as shall protect such subcontractor from claims for personal injury, including accidental death, as well as claims for property damages, which may arise from operations under any such subcontract. Such insurance policy or policies shall provide insurance coverage against such respective liabilities in like amount as set forth above.
   a) All such policies of insurance shall be with reliable and solvent insurance companies authorized to do business in the State of Ohio and be subject to approval by the City of Westlake and shall designate the City of Westlake as co-insured or additional insured.

5) Should the Contractor sustain any loss, damage or delay through any act or omission of any other contractor or any subcontractor of any such other contractor, the Contractor shall have no claim against the city therefore, but shall have recourse solely to such other contractor or subcontractor.

6) If any other contractor or any subcontractor of any such contractor shall suffer or claim to have suffered loss, damage or delay by reason of the acts or omissions of the Contractor or of any of his subcontractors, the Contractor agrees to assume the defense against any such claim to reimburse such other contractor or subcontractor for such loss or damage. The Contractor agrees to, and does hereby, indemnify and save harmless the City from and against any and all claims by such other contractors or subcontractors alleging such loss, damage or delay and from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs, and expenses, including attorneys' fees arising out of relating to or resulting from such claims.

GC-159.03 FIRE INSURANCE

The contractor shall protect his own interest and that of the Owner against loss or damage by fire, pending full performance by the Contractor of the work hereunder and full payment therefore by the Owner. For the purpose of maintaining fire insurance as far as concerns this contract, the Owner's interest at any time shall be held to amount of the sum of all payments, which the Owner shall have made to the Contractor on account of this Contract. For the same purpose, the Contractor's interest shall be held to consist of any and all insurance value under and pertaining to this contract, not above defined as "Owner's Interest". Loss or damage by fire shall not affect the rights and obligations of either party under this Contract except that in such event the Contractor shall be entitled to reasonable extension of time for the performance of this Contract as provided herein. The Contractor shall upon written notice from the owner immediately proceed with reinstallation of the work so damaged or destroyed.

All such policies shall carry and endorsement by the insurance agency covering damage to the premises, structures, and materials resulting from windstorm, cyclone, tornado, hail, vandalism and/or malicious mischief.

All copies and endorsements and documents relative to fire insurance required under this contract shall be filed with the Engineer.

GC-160 INDEMENITY CLAUSE

The Contractor shall indemnify, deep and save harmless the City and its respective officers, agents and employees against all suits or claims that may be based upon any injury to persons or property that may occur or that may be alleged to have occurred in the course of the performance of this contract by the Contractor, or as a result of the performance of this contract by the Contractor, whether or not it shall be claimed that the injury was cause through a negligent act or omission of the Contractor or his employee, and whether or not the person injured or whose property was damaged were third parties, employees of the Contractor or employees of an authorized subcontractor; and the Contractor shall at his own expense defend the City in all litigation, pay all attorneys, fees and all costs and other expenses arising out of the litigation of claim or incurred in connection therewith; and shall, at his own expense, satisfy and cause to be discharged such judgments as may be obtained against the City, or any of its officers, agents or employees.

GC-161 SOCIAL SECURITIES ACT

The Contractor shall be and remain an independent Contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any State or Federal law which are measured by wages, salaries or other remuneration paid to persons employed by the Contractor on work performed under the terms of this Contract, and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now, or hereafter may be issued of promulgated, under said respective laws by and duly authorized state or federal officials; and said Contractor also agrees to indemnify and save harmless the City from any such contributions or taxes or liability therefore.

GC-162 WORKING DAY, MINIMUM AND NON-DISCRIMINATION

The Contractor agrees that he will comply with the ordinances, laws, regulations and directives of the city of Westlake with respect to all requirements imposed by such provisions pertaining to definition of length of working day, minimum wage, and non-discrimination.

The Contractor agrees that all municipal ordinances, laws, regulations and directives herein referred to are incorporated into this Contract, and that he and all his subcontractors will comply with all such requirements in every respect.

In the event this Contract involves state or federal participation, or both, all laws, regulations, statutes and directives of the state and federal government agencies, departments and authorities, pertaining to definition of length of working day, minimum wage, and nondiscrimination, shall be incorporated into this Contract.

The Contractor agrees that in case of differing or contradictory requirements imposed by the various levels of government participating in this Contract, the most stringent requirements for each category will govern.

GC-163 PREVAILING RATES OF WAGES

Each laborer, workman or mechanic employed by the Contractor for the work herein specified, or by any subcontractor, or by other persons upon such work, shall be paid not less than the prevailing rates of wages plus certain fringe benefits as defined and regulated by Chapter 4115 of the Ohio Revised Code and as determined by the Department of Industrial Relations, division of Woman, Minors and Minimum Wage, Prevailing Wage Section of the State of Ohio.

In the event the wage scale for any labor classification is changed between the time the schedule was approved and the time the work required by the Contract is performed, or in the event any class of labor employed under this Contract is not included in the published schedule of prevailing wages, the rate prevailing at the time the work is actually performed, as ascertained and determined by the Department of Industrial relations of the State of Ohio, shall govern the Work done under this Contract.

GC-164 STATE OR FEDERAL TAXES

The Contract price or prices for the materials contained in the Contract are subject to increase or decrease by the amount of any additional tax or taxes or reduction of such tax or taxes, as the case may be affecting such commodity, imposed by or under authority or federal government or the State of Ohio, which may be enacted after receipt of bids for this Contract, and such changes shall continue in effect during the existence of such change in the taxes; however, in the event of any increase in cost, a claim shall be presented by the Contractor within thirty (30) days and provided that such claim is supported by evidence showing such additional tax which is satisfactory to the Director, reductions in taxes will be deducted from the contract price.

The City is exempt from all sales, excise and transportation taxes, except State of Ohio gasoline tax. The price or prices bid, whether a unit price, a lump sum price, or a trade discount from catalog list prices, shall be exclusive of all such taxes and will be so construed.

GC-165 PERMITS, LICENSES AND TAXES

The contractor shall comply with all applicable laws of the Federal government and the State of Ohio, and with the ordinances of the City. The Contractor shall give all notices necessary and incidental toward the due and lawful prosecution of the work. In addition, the Contractor shall comply with all applicable regulation and any authorized regulations,

be responsible for securing at his own expense any and all licenses, permits and certificates of inspection, and for paying all charges, fees and taxes required by law except that the charge or fee for any permit issued by the City will be assumed by the city or as may be contained in other section so the contract documents.

GC-166 SUBCONTRACTORS

A) Since this Contract is made pursuant to the bid submitted by the Contractor and in reliance upon the Contractor's qualifications and responsibility, the Contractor shall not sublet nor shall any subcontractor commence performance of any part of the work included in this Contract without the previously written consent of the City. In making the application for subletting any portion of the work, the Contractor shall state in writing the portion of the work, which each subcontractor is to do, or the material, which he is to furnish, his place of business, and such other information as may be required. Subletting, if permitted, shall not relieve the Contractor or his surety of any of his or its obligations under this Contract.

B) The Contractor shall conform to all M.B.E policies and goals as set forth in the specifications for M.B.E. participation.

C) The contractor shall be and remain solely responsible to the City for the acts or faults of his subcontractor and of such subcontractor's officers, agents and employees, each of whom shall, for this purpose be deemed to be the agent or employee of the Contractor to the extent of this subcontract. The Contractor shall promptly, upon request of the City, file a conforming copy of the subcontract with prices and terms of payment deleted as a condition precedent to the approval of a subcontractor. The Contractor and subcontractor shall jointly and severally agree that no obligation upon the City is thereby created to pay to, or see to the payment of any sums to any subcontractor.

D) All subcontractors for work covered by this Contract must conform to the requirements of the Contract.

GC-167 CHANGES OR MODIFICAITON OF CONTRACT

A) The Director, without invalidation the contract, shall have the right as work progresses, to make alterations in the drawings and specifications, additions thereto or omissions therefrom. All work from such changes shall be performed and furnished under and pursuant to the terms and conditions of the Contract. If such changes result in an increase or decrease in the quantities thereof, adjustment in compensation shall be made at the unit prices stipulated in the contract for such work, except that if unit prices are not stipulated for

such work, compensation for additional or increased work shall be made as provided hereinafter for "Extra Work" and for eliminated or decreased work, the C o n t r a c t o r shall allow the City a reasonable credit as agreed to or arbitrated by the City.

Should the Contractor encounter or the Engineer discover during the progress of the work subsurface or latent physical conditions at the site differing materially from those indicted in this contract, or unknown physical conditions at the site of an unusual nature, differing material from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract, the City shall be promptly notified in writing of such conditions before they are disturbed. The City will thereupon promptly investigate the conditions and if they find they do so materially differ a cause an increase or decrease in the cost of or the time required for performance of the Contract, and adjustment will be made.

B) Except in an emergency and endangering life or property, no change shall be made unless in pursuance of written order from the Director of Engineering authorizing the change, and no claim for additional compensation shall be valid unless the change is so ordered

C) The Contractor agrees that he shall neither have nor assert any claim for, or be entitled to, any additional compensation for damages or for loss of anticipated profits on work that is eliminated.

D) The Contractor shall perform any Extra Work in connection with the Contract, but not provided for herein, when and as ordered in writing by the Director of Engineering, at the unit prices stipulated in the Contract for such work or, if none are so stipulated, either (1) at the unit price agreed upon before such work, or (2) if the City so elects, for the reasonable cost of such work, as determined by the Contractor and approved by the Director of Engineering, plus a percentage of such cost as set forth below, no Extra Work shall be paid for unless specifically ordered as such in writing by the Director of Engineering.

E) The cost of Extra Work done under Section D above shall include the reasonable cost to the Contractor of materials used and equipment installed common and skilled labor, foreman, and the fair rental of all machinery and equipment used on the Extra Work for the period of such use.

F) At the request of the Director of Engineering, the Contractor shall furnish itemized statements of the cost of the Extra Work ordered as above and give the City access to all records, accounts, bills and vouchers and correspondence relating thereto.

G) The Contractor may include in the cost of Extra Work the amounts of additional premiums, if any, (other than premiums on bonds) paid on the required insurance on account of such Extra Work, of social security or other direct assessments upon the Contractor's payroll by Federal or other properly authorized public agencies, and of other approved assessments when such assessments are normally included in payments made by the Contractor directly to his employees, but in fact are, and are customarily recognized as, part of the cost of doing work.

H) The fair rental for all machinery and equipment shall be based upon the most recent edition of "Compilation of Rental Rates for Construction Equipment" published by the Associated Equipment Distributors, or a similar publication approved by the City. Rental for machinery and equipment shall be based upon the appropriate fraction of the approved monthly rate schedule. If said Extra Work required the use of machinery or equipment not already on the site of the Work, the cost of transportation, not exceeding a distance of 100 miles, of such machinery or equipment to and from the work shall be added to the fair monthly rental; provided, however, that this shall not apply to machinery or equipment already required to be furnished under the terms of the Contract.

I) The Contractor shall not include in the cost of Extra Work any cost or rental of small tools, buildings, or any portion of the time of the Contractor, his superintendent, or his office and engineering staff.

J) If Extra Work is done under Section D (2) above, the Contractor and/or subcontractor shall keep daily records of such Extra Work. The daily record shall include the names of men employed; the nature of work performed and hours worked materials and equipment incorporated, and machinery or equipment used, if any, in the prosecution of such Extra Work. This daily record, to constitute verification that the work was performed, must be signed both by the Contractor and by the Director. A separate daily record shall be submitted for each Extra Work Order.

K) When Extra Work is ordered near the completion of the Contract or at any time during the progress of the work, which in the sole judgment of the Director of Engineering unavoidably increases the time for the completion of the work, an extension of the time shall be granted as hereinbefore provided.

L) It is distinctly agreed and understood that any changes made in the Work or the Drawings or Specifications thereof (whether such changes increase or decrease the amount thereof or the time required for its performance) or any change in the manner or time of payments made by the City to the Contractor, or any other modifications of the Contract, shall in no way annul, release, diminish or affect the liability of the Surety on the CONTRACT BOND given by the Contractor, it being the intent hereof that notwithstanding such changes the liability of the Surety on said bonds continue and remain in full force and effect.

GC-168 CLAIMS FOR DAMAGES

A) If the Contractor makes claim for any damages alleged to have been sustained by breach of Contract or otherwise, he shall, within ten (10) days after occurrence of the alleged breach or within ten (10) days after such damages are alleged to have been sustained, whichever date is the earlier, file with the Director of Engineering a written itemized statement, in triplicate, of the details of the alleged breach and the details and amount of the alleged damages. The Contractor agrees that unless such statement is made and filed as so required, his claims for damages shall be deemed waived, invalid, and unenforceable, and that he shall not be entitled to any compensation for any such alleged damages.

B) The Contractor shall not be entitled to claim any additional compensation for damages by reason of any direction, instruction, determination or decision of the City, nor shall any such claims be considered unless the Contractor shall within ten (10) days after receipt of any such direction, instruction, determination or decision have filed a written protest with the Director of Engineering stating clearly and in detail his objections therefore, and the nature and amount of additional compensation, if any, to which he claims to be entitled thereby. Unless the Contractor files such written protest with the director of Engineering within ten (10) days, he shall be deemed to have waived all grounds for protest of such direction, instructions, determination or decision and all claims for additional compensation or damages occasioned thereby, and shall further be deemed to have accepted such direction, instruction, determination or decision as being fair, reasonable and finally determinative of his obligations and rights under the Contract.

C) If both parties agree that a claim or other unforeseen work will be compensated using a Force Account, then compensation shall be in accordance to ODOT 109.05-C, with the following exceptions:
    - Engineer will waive estimated cost of work and compensation will be actual cost of force account work.
    - No compensation for Foreman Transportation.
    - No compensation for Delay Costs

- No compensation for Office Overhead Costs.
- No compensation for Travel Allowance.
- No compensation for Inefficiency.
- Daily force account record will be signed by both parties at the conclusion of each day or at most the following day. This will be for labor, material and equipment quantity only and no unit costs.
- No Electronic Force Account Template is required.
- Contractor will compile final quantities and computations of costs for compensation within 30 days of the work.

D) If the Engineer at the time of the claim is not aware of the situation and or has not agreed to additional compensation, any daily force account records signed by the City shall not indicate authorization for additional compensation.

GC-169 TERMS OF PAYMENT

A) General

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

Partial payment to the contractor for work performed under the lump sum price including mobilization shall be based on a schedule of values prepared by the contractor and approved by the Engineer who shall apportion the lump sum price to the major components entering into or forming a part of the work under the lump sum price.

B) Estimates, Method of Payments – Partial and Final Payments

At the time named in the contract for payment of the person with whom it is made and upon submission of the estimates, the director shall approve a full, accurate and detailed estimate of the various kinds of labor performed and material furnished under the Contract, with the amount due for each kind of labor and material, and amount due in the aggregate. Each estimate shall be based upon actual measurement of such labor and materials, and shall give the amounts of the preceding estimate and the amount of labor performed and materials furnished since the last estimate. The Director shall, at his sole discretion, delete from such estimate any items which are in dispute with respect to either performance or amount due.

The contractor will make current requests for payment in writing, which shall be submitted within the first five (5) days of each month and not more than once a month to the City. The payment request will represent a just and fair estimate of amount and value of work performed and materials incorporated into the work completed by the Contractor. No request shall be made nor will any request be approved for payment for mobilization costs unless the City places such costs in the bid proposal as an actual cost item.

After reviewing the Contractors request for partial payment, the Engineer will have made within the first ten (10) days of each month an approximate estimate of the amount and value of acceptable work in place including material incorporated into the work during the previous calendar month. Upon such estimate or estimates being approved by the Engineer partial payments will be made to the Contractor for acceptable work performed and put in place under unit or lump sum price items based on the principal features entering into or forming a part of the work by the 15th of the month.

Partial payments to the Contractor for work performed under the contract will be made at the rate of ninety-two percent (92%) of the estimates prepared and approved.

Partial payments may be reduced or withheld entirely if, in the opinion of the Director of Engineering, construction is not proceeding according to the Contract, or for any other violation of the Contract, or for failure of the Contractor to submit proper Federal, State or Equal Employment Opportunity Forms and Compliance Reports or for failure of the Contractor to comply with orders of the City, or pending settlements of claims or liens filed against the Contractor.

The amount of such estimates, after deducting former payments, will be payable after the approval by the City, providing no legal restraints are placed upon the City preventing payment, but the allowance of such estimates shall not be deemed as acceptance of the work or materials therein included.

After reviewing the Contractor's request for final payment the Engineer shall, as soon as practicable, after the completion of the entire work by the contractor, and its acceptance by the Engineer, make a complete and final estimate of the work done hereunder. Such final estimate, after deduction there from all previous payments and the amount to be retained upon this Contract a guarantee, shall be due the Contractor after said completion and acceptance, providing the same is free from all claims for labor and material under this Contract, which might in any manner become a lien upon said work or upon the City.

The acceptance by the Contractor of such final estimate and final payment shall constitute a release to the City of Westlake, and all officers or agents thereof from all claims and liability of the Contractor for any reason whatsoever except claims for final payment herein provided for.

All prior partial estimates shall be subject to correction in the final estimate and the final estimate shall be subject to correction on payment of retainers.

The Contractor shall guarantee all materials and workmanship furnished

under these specifications by posting a bond in the amount of 10% of the Contract price for a period of two (2) years after the completion of work in conformance with the contract Documents and final acceptance by the City. During this time, the City shall retain and amount equal to four percent (4%) of the total contract price as a guarantee upon the part of the

Contractor that the work will remain the good sound condition during the first six (6) months. If however, any work done under the Contract, or any adjacent property damage by the work, shall require repairs, replacement, backfilling, and necessary appurtenances, the Contractor shall furnish all materials and do all the work at his own expense. Should the Contractor fail to do so within ten (10) calendar days after notification the City may have such work done and the cost of same paid out of the above four percent (4%) guarantee fund of bond. Should the cost exceed this sum, the Contractor agrees to pay the amount of the excess to the City.

Upon the expiration of the first six (6) months after acceptance, the City shall, providing all the work shall at the time be in good order and all obligations of the Contractor fulfilled, pay to the Contractor, such part of the above mentioned sum retained as may remain after expenses of all repairs, replacements, backfilling and necessary appurtenances shall have been paid there from. The acceptance by the Contractor of such final payment shall constitute release to the City and all officers and agents thereof from all claims and liability of the Contractor for any reason whatsoever and at the expiration of the two (2) year period after acceptance providing at that time all the work is in good order and all obligations fulfilled in accordance with the Contract Documents, the maintenance bond shall be released.

C) Acceptance of Final Payment

After the final inspection has been made and the work has been approved by the Engineer, the final estimate and final statement of cost will be prepared. If any items were erroneously overestimated in any partial estimate, such errors will be corrected in any subsequent partial estimate or in the final estimate, and the Contractor shall have no right to any such excess and shall not be entitled to any damage on account of such corrections in the final estimate and final estimate and final payment.

D) Liens

If, at any time, any notices of liens are filed for labor performed or materials or equipment manufactured, furnished or delivered to or for the work, the Contractor shall, at his own cost and expense, promptly discharge, remove or otherwise dispose of the same, and until such discharge, removal or disposition, the City shall have the right to retain any monies payable hereunder an amount which, in its sole judgment, it deems necessary to satisfy such liens and pay any and all costs, expenses, including attorney's fees, of defending any actions brought to enforce the same, or incurred in connection therewith or by reason thereof.

The City may apply any monies retained hereunder to reimburse itself for any and all costs, expenses, losses, damage and damages, liabilities, suites, judgments and awards incurred, suffered or sustained by the City and chargeable to the Contractor hereunder or as described hereunder.

E) Discharge

The payment of the monies provided for herein shall constitute a full and complete discharge of all the duties and obligations of the City.

GC-170 ARBITRATION

All claims, disputes and other matters in question arising out of, or relating to the Contract Documents or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided by GC-169 (B) & (C), shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other party to the Contract Documents and with the American Arbitration Association, and a copy shall be filed with the Engineer. The demand for arbitration shall, in no event, be made on any such claim, dispute or other matter in question which would be barred by the applicable statute of limitations.

The Contractor will carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

GC-171 EQUAL EMPLOYMENT OPPORTUNITY

There shall be no discrimination exercised against any citizen in the employment of labor, whether skilled or unskilled, under this Contract; such discrimination shall be deemed to be a material breach of the Contract. The Contract, during the course of this Contract, shall subscribe to and comply with the City's Equal Employment Opportunity Policy, Guidelines and Procedures, as stated in Resolution No. 1977-62 adopted by the council of the City of Westlake, March 18, 1977.

GC-171.01 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

A) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex age or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, age or national origin. Such action shall 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. The 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.

B) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex age, or national origin.

C) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement of other contract or understanding, a notice, to be provided by the City of Westlake EEO officer, advising the labor union or worker's representative of the Contractor's commitments under the City's Equal Employment Opportunity Policy, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. In the case of contracts, which are federally assisted, notice of commitment under the laws of the United States and the Executive Orders of the President of the United States and amendments shall be given.

D) The Contractor shall furnish all information and reports required by the Equal Employment Opportunity Office pursuant to the Equal Employment Opportunity Policy, Guidelines and Procedures of the City of Westlake, and will permit access to this books, records, and accounts by the Equal Employment Opportunity Officer of the City of Westlake for Purposes of investigation to ascertain compliance with the Policy, Guidelines and Procedures of the City. In the case of contracts receiving federal assistance, such access shall also be afforded to appropriate federal official(s) or agency (ies) involved therein.

E) The Contractor shall take such action with respect to any subcontractor as the City may direct as a means of enforcing the provisions of paragraph (A) through (H) herein, including penalties and sanctions for non-compliance provided, however, that in the event the Contractor becomes involved in or is threatened with litigation as the result of such direction by the City, the City of Westlake will enter into such litigation as is necessary to protect the interests of the City and to effectuate the City of Westlake's Equal Employment Opportunity Policy Guidelines and Procedures. In the case of contracts receiving federal assistance, the contractor of the City may request the United States to enter into such litigation to protect the interest of the United States.

F) The Contractor shall file and shall cause his subcontractors, if any, to file compliance reports with the City in the form and to the extent prescribed by the Equal Employment Opportunity Officer of the City. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the contractor and his subcontractor.

G) The Contractor shall include the provisions of paragraphs (A) to (H) of this Equal Employment order so that such provisions will be binding upon each subcontractor or vendor.

H) In the event of the Contractor's non-compliance with the provisions of the City of Westlake's Equal Employment Opportunity Policy and Regulations, the following sanction may be imposed:

    1) Withholding of all future payment sunder this contract to the Contractor in violation until it is determined that the Contractor or subcontractor is in compliance with the provisions of the Contract.

        In the case of contracts receiving federal assistance, non-compliance with the non-discrimination clauses and Minority Business Enterprise Policy and Goals of this Contract or with any such rules, regulations, or orders, may subject the Contractor of Subcontractor(s) to the sanctions and penalties authorized under applicable state and federal law.

GC-172 EMERGENCY CONDITIONS

Prior to any construction on this project the Contractor shall provide the Engineer with a designated emergency telephone number where the Contractor or his duly authorized representative any be notified any time, day or night, in the event of an emergency. Should any emergency condition arise of whatever nature as a result of the work under this contract, the Contractor will be notified and corrective measures shall be taken immediately. In the event the Contractor or his duly authorized representative cannot be reached at the designated emergency telephone number, said notification shall be deemed effected after ten (10) ring signals, or if he fails to take action immediately after notification, the City may take such steps as it deems necessary to alleviate the emergency and deduct the cost of all such actions from payments due the Contractor. The above provision pertains to all work on this Contract.

Failure of the City to notify the Contractor of any emergency conditions as a result of any work under this Contract shall in no way relieve the Contractor from any damage or loss resulting there from.

GC-173 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until final written acceptance of the project by the City, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action for the elements or from the non-execution of the work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof.

In case of suspension of work by the contractor or by the City, the Contractor shall be responsible for the Project and shall take such precaution as may be necessary to prevent damage to the Project, provide for normal drainage and shall erect any necessary temporary structures, signs or other facilities at his own expense.

GC-174 CONTRACTOR'S CERTIFICATES

Before each payment by the City to the Contractor under this contract, the Contractor shall furnish the City with a properly executed certificate of payroll report, in duplicate, substantially to the effect that the contractor and each subcontractor has complied with the wage and other labor standard provisions of this contract which pertain to laborers and mechanics employed upon the work covered by this Contract or that there is an honest dispute with respect to such provisions. See additional labor standards instructions.

GC-175 TAX EXEMPTION

Exemption certificates may be obtained from the City for the successful bidder exempting him from state sales tax on materials and equipment to be incorporated in this project.

GC-176 UNSATISFACTORY PROGRESS AND TERMINATION OF THE CONTRACT

A) In case the Contractor or any subcontractor fails to furnish the materials or to execute the work in accordance with the Plans and Specifications or fails to proceed with the construction, or if any City official or employee shall become interested in the Contract or in furnishing supplies or performing work thereunder, or if the provisions of the Contract are otherwise violated, then in any such case, upon ten (10) days written notice to the Contractor and his surety, the City shall have the right to declare the Contractor in default of the Contract. Said notice shall contain the reason for the City's intention to declare within ten (10) days after service of said notice the violation shall cease or satisfactory arrangements shall have been made for its correction, the Contractor, on the expiration of said ten (10) days shall be in default of the contract and his right to proceed under the Contract shall be terminated.

B) In the event that the Contract is thus declared to be in default, the City will immediately notify the Contractor and this surety of such action and it will at once cause the work already done to be measured and computed. The action of the City in the declaration and the default of the Contract shall be final and conclusive and the Contractor shall not be entitled to claim or receive any damages for not being allowed to continue.

After the default of the Contract, the surety shall have the right to take over and complete the work, provided, however, that the surety shall notify the City in writing of its intent to do so within ten (10) days after notice of the default of the Contract and also provided that the surety shall enter upon the work and begin the completion thereof within twenty (20) days after the notice of the default of the Contract. Such completion of the work by the surety shall be done in strict accordance with all the provision of the original contract.

However, if the surety does not take over the Contract as stated above, the City shall cause the work to be completed under a second Contract. If the cost of the work done under the second Contract exceeds what it would have cost on the original Contract, the increase cost shall be paid from any money due to the Contractor under the Contract and if it is not sufficient, then the

increased cost shall be paid by the Contractor and/or his surety. They shall also pay all costs and expenses of relating the work and all damages resulting from non-completion of the work within the Contract time.

If, when the work is completed, and it is found that there is any money due the contractor, it will be paid to him, but no money shall be paid to the Contractor under the Contract after it has been declared in default until the work has been completed and accepted and all claims and suits resulting therefrom shall have been settled.

GC-177 TERMINATION OF THE CONTRACTOR'S RESPONSIBILITY

The Contract will be considered complete when the Work has been entirely completed, the final inspection made, the work accepted by the City and the final estimate paid. The Contractor will then be released from further obligations, except as set forth in these Specifications.

GC-178 TERMINATION OF CITY OF WESTLAKE'S RESPONSIBILITY

No person, partnership, firm or corporation other than the Contractor shall have any interest in the Contract and no claim shall be made or held valid and neither the City nor its agents shall be held liable for or shall be held to pay any money except as herein provided. The acceptance by the Contractor of the final payment shall operate as and shall constitute a release to the City from any claim or liability to the contractor for anything done or furnished for or relating to the work and for any act or neglect of the City or any person related to or connected with the work.

GC-179 THIRD PARTY DAMAGE CLAIMS

The following outlines the procedure on how third-party damage claims (not liability) are processed under this contract. These claims can include vehicular damage and property damage as a result of the construction in the claimant's point of view.

1. Claim is submitted to the City in writing by email, letter or police report.
2. The Engineer will submit claim to contractor by email.
3. Within 30 days the claimant shall be contacted by the contractor to acknowledge the claim is being reviewed and gather additional information as needed. (Decision is not required at this time).
4. Submit documentation of the status of all open claims at each pay application submission. Pay application's will not be processed without this information. This submission shall indicate the following:
    a. Claimant was contacted on such date.
    b. Additional information is being gathered for claim review, or
    c. Claim is still being reviewed, or
    d. A decision has been made on the claim.
5. After the contractor and/or insurance company have reviewed all the available facts and testimony, then a decision shall be rendered. The decision shall be forwarded to the claimant in writing by letter or email, with the Engineer copied.

The Engineer will verify the above process is followed with due diligence by the Contractor and/or insurance company in reviewing the claim. The Engineer will not provide an opinion on the claim.

All requirements of GC-159 Public Liability and Property Damage Insurance shall still apply along with GC-119 Structure Encountered and Protection of Property. Partial payments may be reduced or withheld entirely in the amount of a claim, if in the opinion of the Engineer that the above process was not followed or at the Engineer's discretion a deduct change order in the amount of the claim will be processed and the Engineer will compensate the claimant.

Prevailing Wage Contractor Responsibilities



This is a summary of prevailing wage contractors' responsibilities. For more detailed information please refer to Chapter 4115 of the Ohio Revised Code

Collapse All Sections

General Information

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than $250,000 for new construction or $75,000 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting.

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than $91,150 for new construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction or $27,309 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting of a public improvement that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction.

a. Thresholds are to be adjusted biennially by the Administrator of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration
b. Biennial adjustments to threshold levels are made according to the Price Deflator for Construction Index, United States Department of Commerce, Bureau of the Census*, but may not increase or decrease more than 3% for any year

Penalties for violation

Violators are to be assessed the wages owed, plus a penalty of 100% of the wages owed.

Intentional Violations

If an intentional violation is determined to have occurred, the contractor is prohibited from contracting directly or indirectly with any public authority for the construction of a public improvement. Intentional violation means "a willful, knowing, or deliberate disregard for any provision" of the prevailing wage law and includes but is not limited to the following actions:

- Intentional failure to submit payroll reports as required, or knowingly submitting false or erroneous reports.
- Intentional misclassification of employees for the purpose of reducing wages.
- Intentional misclassification of employees as independent contractors or as apprentices.
- Intentional failure to pay the prevailing wage.
- Intentional failure to comply with the allowable ratio of apprentices to skilled workers as required by the regulations established by Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration.
- Intentionally employing an officer, of a contractor or subcontractor, that is known to be prohibited from contracting, directly or indirectly, with a public authority.

Responsibilities

A. Pay the prevailing rate of wages as shown in the wage rate schedules issued by the Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration, for the classification of work being performed.
    1. Wage rate schedules include all modifications, corrections, escalations, or reductions to wage rates issued for the project.
    2. Overtime must be paid at time and one-half the employee's base hourly rate. Fringe benefits are paid at straight time rate for all hours including overtime.
    3. Prevailing wages must be paid in full without any deduction for food, lodging, transportation, use of tools, etc.; unless, the employee has voluntarily consented to these deductions in writing. The public authority and the Director of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration - must approve these deductions as fair and reasonable. Consent and approval must be obtained before starting the project.

B. Use of Apprentices and Helpers cannot exceed the ratios permitted in the wage rate schedules.
    1. Apprentices must be registered with the U.S. Department of Labor Bureau of Apprenticeship and Training.
    2. Contractors must provide the Prevailing Wage Coordinator a copy of the Apprenticeship Agreement for each apprentice on the project.

C. Keep full and accurate payroll records available for inspection by any authorized representative of the Ohio Department of Commerce, Division of Industrial Compliance, and Labor, Bureau of Wage and Hour Administration or the contracting public authority, including the Prevailing Wage Coordinator. Records should include but are not limited to:
    1. Time cards, time sheets, daily work records, etc.
    2. Payroll ledger\journals and canceled checks\check register.
    3. Fringe benefit records must include program, address, account number, & canceled checks.
    4. Records made in connection with the public improvement must not be removed from the State for one year following the completion of the project.
    5. Out-of-State Corporations must submit to the Ohio Secretary of State the full name and address of their Statutory Agent in Ohio.

D. Prevailing Wage Rate Schedule must be posted on the job site where it is accessible to all employees.

E. Prior to submitting the initial payroll report, supply the Prevailing Wage Coordinator with your project dates to schedule reporting of your payrolls.

F. Supply the Prevailing Wage Coordinator a list of all subcontractors including the name, address, and telephone number for each.

    1. Contractors are responsible for their subcontractors' compliance with requirements of Chapter 4115 of the Ohio Revised Code.

G. Before employees start work on the project, supply them with written notification of their job classification, prevailing wage rate, fringe benefit amounts, and the name of the Prevailing Wage Coordinator for the project. A copy of the completed signed notification should be submitted to Prevailing Wage Coordinator.

H. Supply all subcontractors with the Prevailing Wage Rates and changes.

I. Submit certified payrolls within two (2) weeks after the initial pay period. Payrolls must include the following information:

    1. Employees' names, addresses, and social security numbers.
        a. Corporate officers/owners/partners and any salaried personnel who do physical work on the project are considered employees. All rate and reporting requirements are applicable to these individuals.
    2. Employees' work classification.
        a. Be specific about the laborers and/or operators (Group)
        b. For all apprentices, show level/year and percent of journeyman's rate
    3. Hours worked on the project for each employee.
        a. The number of hours worked in each day and the total number of hours worked each week.
    4. Hourly rate for each employee.
        a. The minimum rate paid must be the wage rate for the appropriate classification. The Department's Wage Rate Schedule sets this rate.
        b. All overtime worked is to be paid at time and one-half for all hours worked more than forty (40) per week.
    5. Where fringes are paid into a bona fide plan instead of cash, list each benefit and amount per hour paid to program for each employee.
        a. When the amount contributed to the fringe benefit plan and the total number of hours worked by the employee on all projects for the year are documented, the

hourly amount is calculated by dividing the total contribution of the employer by the total number of hours worked by the employee.

b. When the amount contributed to the fringe benefit is documented but not the total hours worked, the hourly amount is calculated by dividing the total yearly contribution by 2080.

6. Gross amount earned on all projects during the pay period.

7. Total deductions from employee's wages.

8. Net amount paid.

J. The reports shall be certified by the contractor, subcontractor, or duly appointed agent stating that the payroll is correct and complete; and that the wage rates shown are not less than those required by the O.R.C. 4115.

K. Provide a Final Affidavit to the Prevailing Wage Coordinator upon the completion of the project.

Preparing Certified Payroll Reports



Collapse All Sections

General

Contractors and subcontractors are required by law to submit certified payroll reports for work on projects covered by Ohio's Prevailing Wage Law. This form meets the reporting requirements established by Ohio Revised Code Chapter 4115.

Note: The use of this particular form is not mandatory, employers may submit their own forms that are approved by the public authority contracting for the project, provided that all of the required information is included.

Certified Payroll Heading

- **Employer name and address:** Company's full name and address. Indicate if the company is a subcontractor, if so list the name of the General or Prime.
- **Project:** Name and location of the project, including county.
- **Contracting Public Authority:** Name and address of the contracting public authority.
- **Week Ending:** Month, day, and year for last day of reporting period.
- **Payroll # :** Indicates first, second, third, etc. payroll filed by the company for the project.
- **Page indicator:** number of pages included in the report.
- **Project Number:** Determined by the public authority. If there is no number leave blank.

Information by Column

1. **Employee Name, Address and Social Security number:** This information must be provided for all employees that perform physical labor on the project. Corporate officers, partners, and salaried employees are considered employees and must be paid the prevailing rate. Individual sole proprietors do not have to pay themselves prevailing rate but must report their hours on the project.
2. **Work Class:** List classification of work actually performed by employee. If unsure of work classification, consult the Ohio department of Commerce, Wage and Hour Bureau. Employees working more than one classification should have separate line entries for each classification. Indicate what year/level for Apprentices. Be specific when using laborer and operator classifications; for example, Backhoe Operator or Asphalt Laborer.
3. **Hours Worked, Day & Date:** In the first row of column 3 enter days of pay period example; M T W TH F S S. The second row is for the date that corresponds with each day for the pay period. In the employee information section enter the number of hours worked on the prevailing wage project and which day the hours were worked. Separate rows are labeled for (ST) straight time hours and (OT) overtime hours. All hours worked after 40, must be paid at the appropriate overtime rate.
4. **Project Total Hours:** Total the hours entered for pay period.
5. **Base Rate:** Enter actual rate per hour paid to the employee. The overtime hourly rate is time and one-half the base rate listed in the prevailing wage schedule plus fringe benefits at straight time rate. The prevailing wage schedule lists the base rate plus fringe benefit amounts. These

amounts added together equal the total prevailing wage rate. Employers must pay this total amount in one of three ways.
    - Total rate may be paid in entirety in the base rate to the employee; in which case, the cash designation will be checked for fringe benefits.
    - Total rate may be paid as listed in prevailing wage rate schedule with total fringe amounts paid approved plans.
    - Total rate may be paid with a combination of base rate and fringe payments to approved plans in amounts other than those listed in schedule.
6. **Project Gross:** Enter total gross wages earned on the project for straight time and overtime. Project hours X base rate should equal project gross.
7. **Fringes:** If fringe benefits are paid in the hourly base rate, indicate this by marking the cash space. If fringe benefits are paid to approved plans as listed in the prevailing wage rate schedule, mark the space Approved Plans. If fringe benefits are paid partially in the base rate and partially to approved plans, mark the space Cash & Approved plans. List the hourly amount paid to approved plans for each fringe. If payments are not made on a per hour basis, calculate the hourly fringe credit by dividing the yearly employer contribution by the lesser of: hours actually worked in the year (these must be documented) or 2080. Fringe benefits include: Employer\\'s share of health insurance, life insurance, retirement plan, bonus/profit sharing, sick pay, holiday pay, personal leave, vacation, and education/training programs.
8. **Total Hours All Jobs:** Total all hours worked during the pay period including non-prevailing wage jobs.
9. **Total Gross All Jobs:** Gross amount earned in the pay period for all hours worked.
10. Self explanatory.
11. Self explanatory.
12. Self explanatory.

Certified Payroll Report

Report for: ☐ Check if Subcontractor[1)] Contract No: Payroll No: _____

Company:[1)] _____ If Sub, GC/Prime Contractor Name: _____

Address: _____ Project Name & Location: Week Ending: _____

City, State, Zip _____ Public Authority (Owner): _____

Phone No: _____ Sheet:[2)] _____ of _____

1. Employee Name, Address, & SS# (Last 4 digits if permitted)	2.Work Class[3)]	3.Prevailing Wage Project Hours Worked - Day & Date								4.Total Hours	5.Base Rate	6.Project Gross	7. Fringes: ☐ Cash ☐ Approved Plans ☐ Cash & Approved Plans						Weekly Payroll Amount			
													Fringe Rate Your Company Pays Per Hour						8.Total Hrs for all Jobs	9. Total Gross on All Jobs	10. Total Deductions	11. Net Pay on All Jobs
													H&W	Pens	Vac	Hol	Other	Total				
		OT																				
		ST																				
		OT																				
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1) By signing below, I certify that: (1) I pay, or supervise the payment of the employees shown above; (2) during the pay period reported on this form, all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done; (3) the fringe benefits have been paid as indicated above; (4) no rebates or deductions have been or will be made, directly or indirectly from the total wages earned, other than permissable deductions as defined in ORC Chapter 4115; and (5) apprentices are registered with the U.S. Dept. of Labor, Bureau of Apprenticeship and Training. I understand that the willful falsification of any of the above statements may subject the Contractor or Subcontractor to civil or criminal prosecution.

Type or Print Name and Title _____ Signature _____ Date _____

[2)]Attach additional sheets as necessary. [3)]Type in continuous line, text will wrap.

Prevailing Wage Final Affidavit

Ohio Revised Code, Section 4115.07 requires that all contractors who complete work on an Ohio prevailing wage project must provide a final affidavit of compliance when the work they are performing is complete.

An example of that affidavit is available here. While this example may be used for official purposes, there may be instances where a contractor or public authority may use their own form and that would also fulfill the requirement in ORC 4115.07.

For questions about this form, please contact Wage and Hour or via phone at 614-644-2239.

Resource Details

Form Number:	**LAW1003**
Last Review Date:	**March 2019**
Open File:	Final Affidavit of PW Compliance Example

Ohio | Department of Commerce

Division of Industrial Compliance

Affidavit of Compliance

Prevailing Wages

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

do hereby certify that the wages paid to all employees of

_____
(Company Name)

for all hours worked on the

_____
(Project name and location)

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

compliance with prevailing wage requirements of Chapter 4115 of the Ohio Revised Code. I further certify that no rebates or deductions have been or will be made, directly or indirectly, from any wages paid in connection with this project, other than those provided by law.

_____
(Signature of Officer or Agent)

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

_____ (Notary Public)

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

Bureau of Wage and Hour Administration
6606 Tussing Road
Reynoldsburg, OH 43068-9009
LAW1003
3/2019

614-644-2239
Fax 614-728-8639
TTY/TDD 800-750-0750
com.ohio.gov

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CITY OF WESTLAKE ENGINEERING DEPARTMENT
STANDARD SPECIFICATIONS
SECTION SC - SPECIAL CONDITIONS
2026 PAVEMENT CRACK AND JOINT SEALING
HOT APPLIED

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ENGINEERING DEPARTMENT CITY OF WESTLAKE
STANDARD SPECIFICATIONS
SPECIAL CONDITIONS – SECTION SC

FOR

2026 PAVEMENT CRACK AND JOINT SEALING HOT APPLIED

All work shall be done and all materials shall conform to the provision of the CITY OF WESTLAKE, OHIO, STANDARD SPECIFICATIONS, GENERAL CONDITIONS, and these SPECIAL CONDITIONS. Should these Special Conditions conflict with or vary from the Standard Specifications, the provisions of these Special Conditions shall govern.

It is the intent of these documents, accompanying details to describe those elements of work required to perform pavement crack and joint sealing, hot applied and associated items of work together with all necessary appurtenances and other incidental and pertinent work at the unit prices bid, complete in place, as shown on the Bid Proposal forms.

The Contractor shall furnish all labor, materials, equipment, machinery, apparatus, and tools and perform all operations necessary to install, equip, adjust and put into satisfactory operation the work specified and shall so connect the various items or sections of the work to form a complete and properly operating whole. Any labor, material, equipment or apparatus not specifically mentioned herein which may be found necessary to complete any portion of the work in a substantial manner in compliance with the requirements stated or implied by the specification, shall be furnished by the Contractor without additional compensation.

In addition, the Contractor shall pay the cost of all materials testing as specified herein.

These specifications shall include the requirements of the "State of Ohio Department of Transportation, Construction and Material Specifications"; (ODOT Specifications) dated 2023, unless otherwise modified.

NOTIFICATION

The contractor shall notify in writing the following agencies at least one week prior to start of construction, and at least 72 hours before implementing any substantial change in traffic pattern or closing any street to traffic:

	Telephone No.:
Westlake City Hall	(440) 871-3441 – Fire
27700 Hilliard Blvd.	(440) 835-6430 – Police
Westlake, OH 44145	(440) 871-3300 – City Hall
	(440) 835-6432 – Service Garage
Regional Transit Authority	(216) 566-5100 – Regional Transit
615 Superior Avenue, N.W.	
Cleveland, OH 44113	

Westlake Board of Education (440) 871-7300
27200 Hilliard Blvd
Westlake, OH 44145

Westlake Developmental Center (440) 835-8888
24221 Center Ridge Road
Westlake, OH 44145

SC-101 LOCATION OF WORK

It is the Contractors responsibility to review all streets included in this project to determine the cost for each roadway and parking lot. Acceptance of the completed roadways will be per the various items proposed.

All asphalt & concrete surfaced streets and parking lots included in this contract are as listed in the tables located in the bid proposal sheets.

SC-102 LIQUIDATED DAMAGES

Should the contractor for the work become liable for assessment of liquidated damages for reasons set forth in the General Conditions of these Specifications, the contractor and his surety shall pay to the City seven hundred and fifty dollars ($750.00) for each calendar day for which such liquidated damages are assessed.

The contractor shall also be aware that the notice to proceed for this contract will be executed in a timely fashion after the bid opening. This will enable the contractor to start immediately, in order to facilitate pavement striping by others

SC-103 ITEM SPECIAL – BONDS AND INSURANCE

This item shall consist of providing the necessary bonds and insurance as required, fulfilling the specifications and conditions of the contract documents. The contractor shall make these documents available to the engineer at times specified in the contract documents.

Bonds and insurance will be paid for at the contract lump sum price bid for:

Item Special – Bonds and Insurance Lump Sum

SC-104 MOBILIZATION

All applicable provisions of Item 624 as set forth in the O.D.O.T. “Construction and Material Specifications” shall apply. The proposal does not include a pay item for mobilization; the work described in this section shall be performed but will not be paid for directly and shall be considered as a subsidiary obligation of the contractor.

SC-105 MAINTENANCE OF TRAFFIC

Through traffic shall be maintained at all times in accordance with O.D.O.T. "Construction and Material Specifications" Item 614 and the details and notes on standard construction drawings MT-97.10 and MT-97.11. The length of restricted traffic zones shall be kept to a minimum consistent with the specification requirements for protection of completed pavement sections.

The contractor shall maintain safe and satisfactory access to abutting property. The contractor shall maintain adequate pedestrian walks at all intersections.

All construction traffic control devises used for this project shall conform to the Ohio Manual on traffic control devices for streets and highways (the manual), and shall be furnished, erected, maintained, and removed by the contractor.

The contractor shall furnish and maintain all necessary safeguards, such as barricades, lighting, flaggers, and such other traffic control devices as provided in Item 614, maintaining traffic, where as to avoid damage and/or injury to vehicles and persons using the roadway during construction.
Appropriate traffic control devices shall be maintained, in compliance with the manual, at all times while traffic is maintained. The cost of relocation, if required, shall be included in the lump sum price bid for Item 614 – Maintaining Traffic.

Payment for labor and equipment required for the maintenance and subsequent removal of barricades, lights, drums, flashing arrow panels, signs and sign supports, and other miscellaneous traffic control devices, shall be included in the lump sum price bid for Item 614 – Maintaining Traffic.

CONSTRUCTION WARNING SIGNS

Immediately prior to the start of construction, the contractor shall install the construction warning signs in conformance with standard construction drawings MT97.10 and MT97.11 shall conform to all applicable sections of the "Ohio Uniform Traffic Control Devices for Streets and Highways" Additional OC-4 and/or OC-6 signs shall be placed after each major intersection, in both directions, and after each suspension and resumption of work.

All construction warning signs shall be covered or removed when no longer applicable.

The cost of furnishing, installing, maintaining, and removing all construction warning signs shall be included in the lump sum bid for Item 614 – Maintaining Traffic.

CONSTRUCTION TRAFFIC

All construction traffic shall use acceptable truck routes to access the construction area. Use of local residential streets is strictly prohibited unless allowed in writing by the local enforcement authority.

SC-106 CRACK AND JOINT SEALING, HOT APPLIED

Description. This work shall consist of the cleaning preparation and filling/over banding of pavement cracks or joints with a hot-applied crack sealant material in accordance with O.D.O.T. specification 423 **except as modified herein** and as directed by the Engineer.

Poly-Fiber Joint and Crack Sealant

General: The Poly- Fiber Joint and crack sealant shall be prepackaged and premixed rubberized asphalt Poly-Fiber Sealant as manufactured by **Crafco Inc. Part No. 34540 or equal from an approved source, See product data sheet included, or approved equal that complies with ODOT 702.17D (Type IV)**

Applicator for Asphalt Pavement Sealing for Crafco Product

The sealant shall be pumped directly into the crack joint reservoirs from the mixing unit through a specially designed applicator v-shaped heavy duty squeegee assembly as supplied by Crafco Part No. 27199 and Part No. 27195 (squeegee blade) or approved equal. A wand tip applicator shall be used along the asphalt edge of a Type 6 or rolled concrete curb.

Product Certifications

(a) All Fiber Manufacturing Procedures shall be ISO (International Standards Organization) 9002 Certified. A letter documenting current certification shall be furnished with each shipment.

(b) The manufacturer of the fiber shall furnish certified test data (Certificate of Compliance) to the City prior to any work being performed on the project, or at the request of the City anytime during the project.

(c) The manufacturer shall furnish certification of compliance that the liquid rubber compound furnished meets the above specification prior to any work being performed on the project.

(d) The City of Westlake reserves the right to obtain random samples of the sealants upon delivery and during application for testing purposes. Samples will be sent to an independent testing laboratory to ensure material specification conformance. The materials shall be tested at the contractor's expense. Defective materials or those not meeting the required specification shall be removed and replaced at the contractor's expense as directed by the Engineer.

(e) The City of Westlake reserves the right to obtain daily weight certifications from an independent source selected by the City, for any material and equipment prior to its application and at the end of each days operation and as may be directed otherwise by the Engineer.

(f) The Contractor shall furnish an inventory of all material used a the end of each days operation to the City official.

Cleaning and Mixing /Equipment and Procedures:

Equipment used in the performance of the work shall be subject to the approval of the Engineer and to the requirements of ODOT Construction and Material Specifications 108.05, Character of Workers, Methods and Equipment.

The sealant shall be heated in a kettle or Melter constructed as a double boiler, with the space between the inner and outer shells filled with oil or other heat-transfer fluid. Separate thermometers shall be provided for the oil bath and mixing vat. The kettle shall be equipped with a full sweep type agitator or reverse rotary auger, which will knead the fibers into the asphalt cement. The kettle or Melter shall also be equipped with an automatic safety shut-off system. It shall also be equipped with a re-circulating pump to provide circulation of the materials when not applying the crack sealant. Direct heating shall not be used. Heating limits shall not exceed the recommendations of the fiber manufacturer.

Storage and subsequent reheating of the mixture will be allowed only if, after reheating, the mixture meets all of the requirements of the manufacture and listed in these specifications. Any material which has been overheated or extensively heated may exhibit properties such as a thickened, gel-like consistency, thinning, or softened consistency, and therefore shall not be used.

The operating temperature in the Melter must be kept within the working temperature ranges as specified by the manufacturer at all times to insure that the liquid mixture temperature is low enough to mix properly and upper temperature levels to protect the liquid mixture from premature aging and losing its properties. A temperature/viscosity curve shall be provided by the manufacturer, refinery or supplier for the Engineer's approval.

SURFACE PREPARATION

Prior to the application of the hot sealant, cracks, curb gutters and joints shall be cleaned of all deleterious material of every description and be thoroughly dry by one or a combination of the following methods.

Air compressors shall be portable and capable of furnishing hot compressed air of not less than 125 psi. air pressure at the nozzle. The compressor shall be equipped with traps that will maintain the compressed air free of oil and water.

Equipment may be required for drying cracks or joints and for removal of vegetation from cracks or joints.

The equipment shall be a propane lance unit capable of producing a blast of hot air, which operates at sufficient temperatures to thoroughly dry the crack or joint prior to application of the sealant or as may be otherwise directed by the Engineer.

These areas shall be kept clean and dry until all sealing operations are completed. All excess debris shall be swept up and removed from road surface to prevent re-contamination of the joints

or cracks. Joints or cracks that have been re-contaminated shall be re-cleaned as directed by the Engineer at no cost to the City.

Sealant application and limitations

Asphalt

Asphalt pavement sealing shall be limited to cracks and joints that are open enough to permit sealant entry. Tightly closed cracks shall only be sealed if they show signs of raveling or spalling. All other cracks, joints, spalls, and cavities shall be sealed unless otherwise directed.

On asphalt pavement the sealant shall be placed to produce a smooth appearing over band of one (1") ∓ 1/8 inch beyond each side of the crack or joint as well as filling the reservoir from the bottom up, (full depth) and form a bead of sealant 1/16" above the pavement surface. This may require more than one application of sealant or as may be directed otherwise by the engineer.

If the street has, a type 6 or rolled concrete curb then the asphalt edge along the curb shall be sealed as well.

Recommended minimum application temperature at discharge shall be between (360-380 degrees Fahrenheit at the tip) per the manufacture's specifications.

Along Concrete Curbing

Along the seam of the pavement against the face of the curbing, sealant shall be placed in a thin bead filling any voids between the face of the curb and the pavement.
This may require more than one application of sealant or as may be directed otherwise by the Engineer.

Application Concrete

Concrete pavement sealing shall be limited to joints and cracks that are open enough to permit sealant entry.
On concrete pavement, the sealant shall be placed to fill the void of the existing pavement crack or joint with minimal or no over band and form a bead of sealant 1/16" above the pavement surface. Cracks or joints greater than 2" shall not be sealed.

Recommended minimum application temperature at discharge shall be between (360-380 degrees Fahrenheit at the tip) per the manufacture's specifications.

When it is necessary to allow vehicle traffic to pass over crack sealant prior to adequate curing the sealant shall be lightly coated with an approved agricultural lime or mason sand or the use of a detack, that does not alter the properties, other than tack, of the sealant it is applied to.

Detack shall be applied with an approved hand pump pressurized garden sprayer. All product methods and associated applications are to be environmentally safe and subject to approval by the Engineer prior to its use on the project.

Application Asphalt/Concrete: Sealant shall not be placed when pavement or ambient temperatures fall below 44° F or above 84° F or when moisture is present in the crack/joint to be filled unless directed otherwise by the Engineer. Recommended minimum application temperature at discharge shall be between (360-370 degrees Fahrenheit at the tip) per the manufacture's specifications.

When it is necessary to allow vehicle traffic to pass over crack sealant prior to adequate curing the sealant shall be lightly coated with an approved agricultural lime or mason sand or the use of a detack, that does not alter the properties, other than tack, of the sealant it is applied to.

Detack shall be applied with an approved hand pump pressurized garden sprayer. All product methods and associated applications are to be environmentally safe and subject to approval by the Engineer prior to its use on the project.

Clean-Up Within twenty-four hours after streets have been sealed, all debris and surplus material must be vacuumed up with a vacuum type sweeper approved by the Engineer. All costs associated with vacuum sweeping and clean up shall be included, as part of the cost for this item and therefore no compensation for vacuum sweeping or clean-up will be allowed.

Method of Measurement: The quantity to be paid for shall be the streets completed as indicated in the bid proposal

No measurement for payment will be made for waste material.

Poly-fiber Joint and Crack Sealant and Modified Asphalt Joint and Crack Sealant

Basis of Payment: Payment for this work will be made at the contract unit price per street completed and accepted by the Engineer, for preparation and sealing of joints, gutters and cracks, in pavements, and along curbing, complete in place, which price includes all materials, equipment, tools, labor, vacuum sweeping, agricultural lime and/or mason sand and/or associated items of work incidental thereto and not measured for separate payment. **All streets, drives, walkways, and parking lots will be reviewed by a field representative for the City. Areas rejected by the representative will require resealing by the Contractor and no additional compensation will be provided**.

Item	Unit	Description
Special	Lump Sum	Joint and crack Sealant with Polyfiber, Hot Applied

SC-107 SCHEDULED WORK

The schedule of streets receiving joint and crack sealant listed in the bid proposal is for the purpose of comparing bids. The City reserves the right to non-perform some of the streets listed at the Engineer's discretion. Since each street has pre-established unit costs the total number of streets non-performed and their associated unit cost will be deducted in a change order to determine final lump sum compensation.

The Contractor at time of bid shall assume all streets will be performed.

Bidders shall not, at any time after the submission of their bids, dispute the aforementioned schedule of work or the character of the work to be done, and shall not make any claims for damage for loss of profits because of a difference between the work assumed in the Bid Proposal and the amount of work actually performed.

SC-108 MATERIAL PRICE ADJUSTMENTS

This project will not have any material price adjustments after the bid opening. All ODOT commodity price escalation clauses will be null and void for this project.

SC-109 CRAFCO Inc., PRODUCT DATA SHEETS

See attached spec Sheet

CRAFCO® INC
PRESERVATION PRODUCTS | PAVEMENT
Delivering Confidence Through Innovation, Quality and Value Since 1976

6165 W Detroit St. • Chandler AZ 85226
+1 (602) 276-0406 • +1 (800) 528-8242 • FAX +1 (480) 961-0513
www.crafco.com

PRODUCT DATA SHEET

FIBER ASPHALT SEALANT 540

PART NO. 34540

DECEMBER 2022

READ BEFORE USING THIS PRODUCT

GENERAL

Crafco Fiber Asphalt Sealant 540 is a blend of high-quality polymer modified asphalt sealant and polyester fibers that complies to Ohio DOT specification "Hot-Applied Crack Seal 423 Type IV" sealant .The sealant offers advantages of both types of modification systems. Polymer modification adds adhesion, low temperature flexibility and high temperature pick-up resistance, while fiber modification improves wearing resistance and application characteristics. Fiber Asphalt Sealant 540 is supplied in solid blocks in polyethylene lined boxes. To use, the sealant is simply removed from the boxes, placed in an appropriate melter applicator unit, heated to application temperature, and then applied to the pavement. Fiber Asphalt Sealant 540 is used for filling cracks in asphalt and concrete pavements in moderate to cold climates. VOC = 0 g/l.

SPECIFICATION CONFORMANCE

Crafco Fiber Asphalt Sealant 540 is a blend of high-quality polymer modified asphalt sealant and a minimum of 2% by weight of polyester fibers:

Modified Asphalt Sealant Binder	Test Method	Properties
Cone Penetration @ 77 °F (25 °C)	ASTM D5329	50-90 units
Ductility @ 77 °F (25 °C)	ASTM D113	40 cm minimum
Bond @ 0 °F (-18 °C), 100% ext., 12.7 mm sample	ASTM D5329	Pass 5 cycles
Flow @ 140 °F (60 °C)	ASTM D5329	1.0 cm maximum
Resilience @ 77 °F (25 °C)	ASTM D5329	25-60%
Asphalt Compatibility	ASTM D5329	Pass
Minimum Application Temperature		380 °F (193 °C)*
Maximum Heating Temperature		400 °F (204 °C)*

*Temperature of product measured at pavement surface. Use the highest Minimum Application Temperature in cool weather.
*Prolonged heating at or above Maximum Heating Temperature may severely damage product.

Fiber	Properties
Type	Polyester
Denier	3 to 6
Length	¼ +/- 0.02 inch (6.35 +/- 0.51 cm)
Specific Gravity	1.32 to 1.40
Melt Temperature	475 °F (246 °C) min
Tensile Strength	70,000 PSI min
Crimps	None
Ignition Temperature	1000°F min

Specification limits for the blended Crafco Fiber Asphalt Sealant 540 when heated to safe heating temperature in accordance with ASTM D5167 are:

Test	Blended Asphalt Sealant 540 Specification
Workability	Capable of being melted and applied through a pressure feed, indirectly heated, agitated Melter.
Softening Point (ASTM D36)	190 °F (88 °C) min
Cone Penetration, 77 °F (25 °C) (ASTM D5329)	25-45 units
Flexibility, 1" (25 mm) –20 °F (-29 °C)	
90° bend, 10 sec	Pass
Viscosity, 400 °F (204 °C) (ASTM D4402)	3000 cp min.
Minimum Application Temperature	380 °F (193 °C)
Maximum Heating Temperature	400 °F (204 °C)

INSTALLATION

The unit weight of Crafco Fiber Asphalt Sealant 540 is 9.5 lbs per gallon (1.14 kg/L) at 60 °F (15.5 °C). Prior to use, the user must read and follow Installation Instructions for Poly-Fiber, Fiber Asphalt, and High Slope Products to verify proper product selection, heating methods, pavement preparation procedures, application geometry, usage precautions and safety procedures. These instructions are provided with each pallet of product.

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PACKAGING

Product is supplied in either cardboard boxes, or in meltable boxless packaging. Both package types are labeled in accordance with OSHA, GHS, and specification requirements; are sold by net weight; are interlock stacked on 48 x 40 in. (122 x 102 cm) 4-way pallets; can be stored outside; and are covered with a weather resistant pallet cover and 2 layers of UV protected stretch wrap.

- **BOX** packaging consists of cardboard boxes containing 30 lbs. (13.6 kg) of product with 75 boxes per pallet, weighing approximately 2250 lbs. (1020 kg). Boxes contain a quick melting release film for easy removal and are taped closed, without any staples.
- **Meltable** packaging consists of approximately 30 lbs. (13.6 kg) completely meltable packages that are interlocked stacked on pallets. To use, the pallet wrap is removed, and individual blocks are placed in the Melter. There are no individual cardboard boxes to open, empty, handle, or dispose of. Meltable packaging quickly melts into the product without affecting specification conformance. Meltable packaged sealant products are sold by the pallet only and individual packages are not intended for sale. For more details on meltable packaging go to https://crafco.com/materials-documentation/

WARRANTY

CRAFCO, Inc. warrants that CRAFCO products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, Crafco shall not be responsible for improperly applied or misused products. Remedies against Crafco, Inc., as agreed to by Crafco, are limited to replacing nonconforming product or refund (full or partial) of purchase price from Crafco, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by Crafco, Inc. whichever is earlier. There shall be no other warranties expressed or implied. **For optimum performance, follow Crafco recommendations for product installation**

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BID PROPOSAL	B-1 thru B-6
FORMS TO ACCOMPANY BID	
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FORMS TO BE SUBMITTED PRIOR TO CONTRACT AWARD	
Performance Bond	-----
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Labor and Material Bond	-----
ARTICLES OF AGREEMENT	AA-1thru AA-8

Note: THIS BID MUST BE SIGNED IN THE SPACE INDICATED

CITY OF WESTLAKE, OHIO
BID FOR A PUBLIC IMPROVEMENT

TO: THE DIRECTOR OF ENGINEERING
BID FOR: 2026 Crack and Joint Sealing Hot Applied

The Undersigned certifies that he has carefully examined the Contract Document as defined in the General Conditions of the Invitation to Bid and has inspected the site of the projected work.

The Undersigned declares that the amount and nature of the work to be done is understood, and that at no time will misunderstanding of the Contract Documents be pleaded.

The Bidder hereby agrees that he will comply with all the local laws relating to liability insurance, working hours, minimum wages, and sanitary regulations which in any way affect those engaged or employed on the work in the event that the award of the Contract is made on the Bid herein submitted.

The Bidder further agrees that the City has the right to waive informalities not inconsistent with law or to reject any or all bids in accordance with the applicable laws governing the conduct of the City and this Contract, and that the Bidder will not dispute the correctness of the quantities used in computing the lowest and best bid.

In the event that the Contract is awarded on the basis of the unit and/or lump sum prices herewith submitted in the Proposal, it is understood and agreed that these unit and/or lump sum prices will be and become the Contract unit and/or lump sum prices.

The Undersigned further certifies that he (as an individual, firm or corporation making this Bid) is not in arrears or default to the City upon any debt or contract, nor is a defaulter as surety or otherwise upon any obligation to said City, nor has failed to perform faithfully any previous contract with said City and that there is not suit or claim pending as to any such arrears or default.

The quantities in the column headed "Estimated Quantity" are those given in the Engineer's approximate estimate and are those which will be used in determining the total amount of each Proposal for this improvement, and for the purpose of determining the lowest Bidder, but it is understood and agreed that these quantities are approximate only, and that the

Contractor to whom the Contract is awarded shall not be entitled to any claim for loss of profits nor for other damages, should the quantity of work done prove to be greater or less than is herein given in said estimated quantity columns.
The Undersigned deposits with this Bid, as the Bid Guarantee as required by Section IB-109, the following:

Bid Bond in the amount of $

or
Certified Check in the sum of $

The Bid Bond or Certified Check will serve as security that if he is awarded the Contract, he will enter into a written Contract and secure the performance of same by the Bond required in Section IB-118 on the forms contained in the Bid Documents, and executed by an approved Surety Company authorized to do business in the State of Ohio and listed in the latest issue of U.S. Treasury Circular 570, in a sum equal to the total price bid.

The Undersigned further proposes that if the Bid is accepted and a Contract awarded, he will execute the Contract and return the same, together with the Contract Bonds and other required Contract Documents, within ten (10) working days after the prescribed forms have been presented to the Undersigned for execution.

The Undersigned further agrees that if the Bid is accepted and Contract awarded and he shall fail to execute said Contract and furnish the satisfactory Bonds, as required, within the time above specified, then the City may, at its option, declare the Contract abandoned and this Bid null and void. Thereupon, the penal sum of the Bid Bond shall become due to the City or the Certified Check shall be forfeited to and become the property of the City as liquidated damages. Otherwise, the Bid Bond or Certified Check or the amount of such check shall be returned or released to the Undersigned.

The Undersigned hereby acknowledges receipt of and acceptance of the following Addenda:

Addendum No.	Date	Addendum No.	Date
----------	---------	----------	----------
----------	---------	----------	----------

On the basis of the Contract Documents, the Undersigned proposes to furnish all necessary apparatus, machinery, tools, and other means of construction to do all the work and furnish all the materials in the manner specified, to finish the entire project within the time hereinafter proposed and to accept as full compensation therefore the sum or sums set forth on the next succeeding page or pages.

2026
Asphalt Streets (Minor)
Poly-Fiber Joint and Crack Sealant
GROUP A

Lansing Drive	Porter to N.O. County Line	
Brigadoon Court	Complete	
Roseland Way	Complete	
Carousel Court	Complete	

***Total Cost** | |

*** Insert Total Cost Amount in Line Item No. 3 of Bid Proposal**

2026
Asphalt Streets (Major)
Poly-Fiber Joint and Crack Sealant
GROUP B

STREET	WORK LIMITS	Cost
Center Ridge(Concrete)	Crocker/Center Ridge Intersection Concrete areas	
Crocker Road(Concrete)	Center Ridge to N.O. County Line	
Crocker Road	Clemens Road to Detroit Road	
Schwartz Road	Center Ridge to Hilliard	
Porter Road	Center Ridge to N.O. County Line	
Rose Road	Dover Center to Columbia Road	
Sperry Road	Columbia to Clague	
First Street	Columbia to Canterbury	

***Total Cost**

*** Insert Total Cost Amount in Line Item No. 4 of Bid Proposal**

2026
Concrete Streets (Minor)
Poly-Fiber Joint and Crack Sealant
GROUP C

Subdivision	STREETS	LIMITS	COST
	Iris Court	COMPLETE	
	Shiloh Park	COMPLETE	
	Carnation Run	COMPLETE	
	Woodlyn Place	COMPLETE	
	Arlington Row	COMPLETE	
	Sharon Drive	COMPLETE	
Primerose Sub.	Courtland Meadows	COMPLETE	
	Grove Court	COMPLETE	
	Morgan Run	COMPLETE	
	Windsong Court	COMPLETE	
	Greenbriar Cir.	COMPLETE	
	Blackberry Lane	COMPLETE	
	Primrose Lane	COMPLETE	
Jefferson Sub.	Jefferson Way	COMPLETE	
	Adams Lane	COMPLETE	
Cornerstone Sub.	Hegewood Way	COMPLETE	
	Fortune Trail	COMPLETE	
	Annie Lane	COMPLETE	
	Cornerstone	COMPLETE	
Capel Vale Sub.	Berringer Run	COMPLETE	
	Claredon Court	COMPLETE	
	Bordeaux way	COMPLETE	
	Sonoma Court	COMPLETE	

*Total Cost

*** Insert Total Cost Amount in Line Item No. 5 of Bid Proposal**

Notice to Bidders: Unit prices column #1 plus column #2 MUST EQUAL UNIT PRICE TOTAL

2026 Crack and Joint Sealant				UNIT PRICE			
LINE NO.	DESCRIPTION	UNIT	EST. QUAN	COL. 1 LABOR	COL. 2 MAT'L	TOTAL	TOTAL AMT. BID
1	Bonds and Insurance Complete	L.S.	L.S.				
2	Maintenance of Traffic Complete	L.S.	L.S.				
3	Crack & Joint Seal, with Poly-fibers, GROUP A	L.S.	L.S.				
4	Crack & Joint Seal, with Poly-fibers, GROUP B	L.S.	L.S.				
5	Crack & Joint Seal, with Poly-fibers, GROUP C	L.S.	L.S.				

STANDARD BID (Line items 1-5) TOTAL AMOUNT*:* _____

Project Shall Start Immediately
Number of Calender Days to Complete Work = 45
Liquidated Damages= $750.00/Day

Construction Inspection: The City of Westlake will provide one or more construction observers for this project. The contractor shall provide the City with a detailed work schedule prior to start of contruction. He shall notify the construction observer(s) at least 24 hours prior to any change in the work schedule. No contract work shall be accepted for payment unless the observer(s) is on the site.

_____ _____

Authorized Signature Date Phone No. Email

_____

Corporation

BIDDER'S QUALIFICATION
QUESTIONNAIRE

PUBLIC IMPROVEMENT CONTR ACTS

The undersigned guarantees the accuracy of all statements and answers herein contained.
(Please print in ink or type - Attach additional sheets, if required.)

1. How many years has your firm been in business as a Contractor?

_____

2. List up to three (3) projects of this nature that you have completed in the ten (10) years, and give the name, address and telephone number of a reference from each. Also give the completion date and completed cost of each project listed.

_____

_____

_____

_____

_____

3. List projects presently under construction by your firm, the dollar volume of the contract and the percent the contract is completed.

_____

_____

_____

_____

_____

4. Have you previously performed work for a political subdivision? (If political subdivisions are listed under 2, this question need not be completed)

_____

_____

5. Have you ever failed to complete work awarded to you? If so, state where and why.

_____

_____

6. Do you plan to sublet any part of this work? If so, give details. List the Superintendent you plan to assign to this Contract.

_____

_____

_____

7. What equipment do you own that is available for this work?

_____

_____

_____

8. What equipment do you plan to rent or purchase for this work?

_____

_____

_____

9. Have you ever performed work under the direction of a Consulting Engineer or Registered Architect? Ifso, list up to three (3) such firms giving the name .of the firm, its address, telephone number and the name of the project. (List most recent projects).

_____

_____

_____

10. Give the name, address and telephone number of an individual who represents each of the following and whom the City may contact to investigate your financial responsibility: a surety, a bank and a major supplier.

_____

_____

_____

11. Give a summary of your financial statement. (List assets and liabilities, using an insert sheet if necessary).

_____

_____

_____

_____

12. State the true, exact, correct and complete name of the partnership, corporation, or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a Partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name). It is absolutely necessary that this information is furnished.

_____
Correct Name of Bidder

(a) The Business is a_____

(b) The address of principal place of business is_____

_____

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name are as follows:

_____

_____

Upon request, the bidder will be expected to amplify the foregoing statements as necessary to satisfy the City concerning his ability to successfully perform the work in a satisfactory manner.

Signed this_____day of_____, 20_____.

_____
Contractor

(Seal)

_____
(Signature of individual, partner or officer signing the proposal)

_____
Title

(Seal required if Bidder is a corporation)

BID BOND

Form A

KNOW ALL MEN BY THESE PRESENTS, That we as Principal, and

_____

A corporation duly authorized to do business in Ohio, as Surety, are held and firmly bound unto the **CITY OF WESTLAKE, OHIO** As Obligee, (hereinafter called the "Obligee"), in the penal sum of _____

_____ Dollars, lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting bid for:

_____

_____

_____

_____

NOW, THEREFORE, the condition of the above obligation is such that if the said Principal shall execute a contract and give bond for faithful performance within five (5) days after being notified in writing of the award of such contract to the Principal, or in the event of the failure of the Principal to enter into such contract and give such bond, if the Principal shall pay the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another part to perform the work covered by such bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

WITNESS our signatures this_____ day of_____A.D., 20_____

_____

_____

_____

Principal

_____

_____

_____

ATTACH POWER OF ATTORNEY TO THIS PAGE

CERTIFIED CHECK

Certified Check Number_____ for _____dollars on _____ Bank of _____ is deposited herewith. The conditions of this deposit shall be such that if the Bid submitted herewith is accepted, the Bidder shall within ten (10) days after the award of the Contract to said Bidder enter into a Contract in the form provided for in the Bid Documents, then this deposit shall be returned to the said Bidder, otherwise it shall be forfeited to the City of Westlake, Ohio for liquidated damages for failure or neglect to enter into said Contract.

Make Certified Check payable to the CITY OF WESTLAKE, OHIO

Bidder

_____

By _____

Title

(Cashier's checks and cash will not be considered acceptable in lieu of certified checks)
Unless a Bid Bond is submitted, attach Certified Check here:

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, That we, _____
Name of Bidder
as Principal, and _____ under the Laws of the State of
Name of Surety
_____ having its principal office at _____
State *Complete Address of Surety Company*
_____ are held firmly bound unto the City of Westlake, Ohio, hereby jointly and severally and binding our heirs, successors, administrators, executors, legal representatives and assigns by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas, the above named principal submits the herewith Proposal for the Construction of _____ to the
Project Name
City of Westlake, Ohio, in conformance with the Legal Notice and Information to Bidders; we, the above named surety will meet all stipulations and will execute the Surety Bond as hereinafter, to the above named principal in the event he should be awarded a contract and in the sum of one hundred (100%) of the total bid price for performing the work and guaranteeing its performance in conformity with the plans and specifications, to the City of Westlake, Ohio.

WITNESS our signature, this _____ day of _____ A.D. 20_____

_____
(Contractor-Principal)

_____
(Title)

_____
(Name of Surety Company)

_____
(Signature and Title)

This Affidavit properly executed and containing all required information must accompany your Bid. **IF YOU FAIL TO COMPLY, YOUR BID WILL NOT BE CONSIDERED.**

STATE OF OHIO

ss NON-COLLUSION AFFIDAVIT

CUYAHOGA COUNTY

_____being first duly sworn deposes and says:

Individual Only: That he is an individual doing business under the name of _____ _____at _____, in the City Of_____, State of _____.

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

Corporation Only: That is a the duly authorized, qualified and acting _____ Of _____, a corporation organized and Existing under the laws of the State of _____ ; and that he, said partnership or said corporation, in filing herewith a bid to the City of Westlake, Ohio in conformity with the foregoing specifications;

Individual Only: Affiant further says that the following is a complete and accurate list of the names and addresses of all persons interested in said proposed contract: _____

_____

_____

Affiant further says that he is represented by the following attorneys:_____

_____

_____and

is also represented by the following resident agents in Cuyahoga County, Ohio

_____

_____

Partnership Only: Affiant further says that the following is a complete and accurate list of the names and addresses of the members of said partnership: _____

_____

_____

Affiant further says that said partnership is represented by the following attorneys: _____ and is also represented by the following resident agents in Cuyahoga County, Ohio: _____.

Corporation Only: Affiant further says that the following is a complete and accurate list of the officers, directors and attorneys of said corporation:

President:

Vice President:

Directors:

Secretary:

Treasurer:

Cleveland Manager or Agent:

Attorneys:

Statutory Agent:

And that the following officers are duly authorized to execute contracts on behalf of said corporation:

_____

_____

_____

Affiant further says that the bid filed herewith 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 such bid prices or that any other bidder, or to secure any advantage against the City of Westlake, Ohio or anyone interested in the proposed contract; that all statements contained in such bid are true; that said bidder has not directly or indirectly, submitted his bid or any break-down thereof or the contents thereof, or divulged any information or data relative thereto, or paid or agreed to pay, directly or indirectly, any money, or other valuable consideration for assistance or aid to be rendered in procuring or attempting to procure the contract above referred to, to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any other individual, expect to such person or such persons as hereinabove disclosed to have a partnership or other financial interest with said bidder in his general business; and further that said bidder will not pay or agree to pay, directly or indirectly any money or other valuable consideration to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any other individual, for aid or assistance in securing contract above referred to in the event the same is awarded to : _____

_____

_____

(Name of individual, partnership or corporation)

Further affiant saith not.

(Sign here)_____

Sworn to before me and subscribed to my presence this _____ day of _____

A.D. 20____

_____

Notary Public

My Commission expires in 20_____.

THE CITY OF WESTLAKE, OHIO

BIDDER'S EQUAL EMPLOYMENT OPPORTUNITY REPORT

Item Bid_____ Bid File No. B-_____

_____

REPORTING STATUS:

☐ Prime Contractor ☐ Prime Subcontractor ☐ Supplier ☐ Other (Specify) _____

NAME, ADDRESS AND TELEPHONE OF BIDDER COVERED BY THIS REPORT

_____

_____

SIGNATURE AND TITLE OF BIDDER'S AUTHORIZED EQUAL EMPLOYMENT OPPORTUNITY OFFICER

_____

_____

POLICY STATEMENT OF THE CITY OF WESTLAKE, OHIO

The City of Westlake, Ohio obligates all parties, with whom it contracts for public improvements, services and supplies, including professional services and requirement contracts, to adopt and maintain a policy of non-discrimination in employment, including both skilled and unskilled laborers. The bidder also obligates himself to maintain only non-segregated facilities.

INSTRUCTIONS TO BIDDER:

This report must be completed along with all other bid documents. This form is designed to provide a report of your policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex, age or national origin. Failure to submit this report may cause your bid to be considered incomplete and subject to rejection.

I. POLICIES and PRACTICES

The following information is a statement of the bidder's policies regarding Equal Employment Opportunities, and his willingness to adapt such policies in the event they do not already exist.

A) This is now a practice of the company
B) The company will adopt this policy
C) The Company cannot or will not adopt this policy. (If "C" is circled, state reason. Use separate sheet.)

CIRCLE ONE	ITEMS	STATE REASONS IF C IS CIRCLED
A B C	1. The Company will adopt a policy of non-discrimination on the basis of race, religion, color, sex, age or national origin with regard to recruitment, hiring, training, upgrading, promotion and discipline of employees or applicants for employment.	
A B C	2. The Company will assign responsibility to one of its officials to develop procedures, which will assure that this policy is understood and carried out by managerial, administrative and supervisory personnel. Official's Name: Title:	
A B C	3. The Company will state its non-discriminatory policy in writing and communicate it to the following: (a) All employees (c) All employee organizations including labor unions (b) All recruitment sources (d) All sub-contractors	
A B C	4. The Company will use recruitment sources such as employment agencies, unions, and schools, which have a policy of referring applicants on a non-discriminatory basis.	
A B C	5. The Company will sponsor or finance educational or training programs for the benefit of employees or prospective employees without regard to race, religion, color, sex, age or national origin.	
A B C	6. Company recruiters will seek a broad recruitment base in order that a representative cross-section of applicants might be obtained; and will refrain from a hiring policy which limits job applicants to persons recommended by company personnel.	
A B C	7. The Company will take steps to integrate any positions, departments, or plant locations, which have no minority persons including Blacks or are almost completely staffed with one particular ethnic or racial group.	
A B C	8. Answer only if you are a "Construction Contractor". In order to achieve an integrated workforce the Company will employ minority workers in each trade and/or implement an affirmative action program.	

A B C	9. The Company will review its qualifications for each job to determine whether such standards eliminate unemployed persons who could, if hired, perform the duties of the job adequately. The following qualifications should be reviewed: (a) education (c) test (b) experience (d) arrest records.	
A B C	10. Residence in a particular geographical area will not be a qualifying or disqualifying criterion for employment with the Company.	
A B C	11. The Company will provide that all bargaining agreements with employee organizations, including labor unions, have non-discrimination clauses requiring equal employment opportunity.	

II. EMPLOYMENT DATA

Please note that these data may be obtained by visual survey or past-employment records. Neither visual surveys nor past-employment records are prohibited by any Federal, State or local law. All specified data are required to be filled in by law. If you have filed a standard form 100 (EEO-1) with any Federal agency within the last six months, you may submit a copy of this in lieu of completing this chart.

III. DESCRIPTION OF OCCUPATIONAL CATEGORIES

Officials, managers and supervisors – Occupations requiring administrative personnel who set broad policies, exercise over-all responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes: officials, executives, middle management, plant managers, department managers and superintendents, salaried foreman who are members of management, purchasing agents and buyers, and kindred workers.

Professionals – Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artists, chemist, designers, dietitians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, personnel and labor relations workers, physical scientists, physicians, social scientists, teachers, and kindred workers.

Technicians – Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through about two (2) years of post-high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. Includes: draftsmen, engineering aids, junior engineers, mathematical aides, nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians (medical, dental, electronic physical sciences), and kindred workers.

Sales workers – Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and salesmen, insurance agents and brokers, real estate agents and brokers, stock and bond salesmen, demonstrators, salesmen and sales clerks, and kindred workers.

Office and clerical – Includes all clerical-type work regardless of level of difficulty, where the activities are predominantly non-manual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, cashiers, collectors (bills and accounts), messengers and office boys, office machine operators, shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, and kindred workers.

Craftsmen (Skilled) – Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. Includes: the building trades hourly paid foremen and lead men who are not members of management, mechanics and repairmen, skilled machining occupations, compositors and typesetters, electricians, engravers, job setters (metal), motion picture projectionists, patter and model makers, stationary engineers, tailors and tailoresses, and kindred workers.

Operative (Semi-Skilled) – Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training.

Laborers (Unskilled) – Workers in manual occupations, which generally require no special training. Perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. Includes: garage laborer, car washers and greasers, gardeners (except farm) and groundskeepers, longshoremen and stevedores, lumbermen, rafts men and wood choppers, laborers performing lifting, digging, mixing, loading and pulling operations, and kindred workers.

Service workers – Workers in both protective and nonproductive service occupations. Includes: attendants (hospital and other institution, professional and personal service) barbers, charwomen and cleaners, cooks (except household), counter and fountain workers, elevator operators, firemen and fire protection, guards, watchmen and doorkeepers, stewards, janitors, policemen and detectives, porters, waiters and waitresses, and kindred workers.

Apprentices – Persons employed in a program including work training and related instruction to learn a trade or craft, which is traditionally considered an apprenticeship, regardless of whether the program is registered with a Federal or State agency.

IV. ADDITIONAL INFORMAION (OPTIONAL)

Describe any other actions taken which show that all employees are recruited, hired, trained, and promoted without regard to their race, religion, color, sex or national origin. Use separate sheet if additional space is needed.

STATE OF OHIO

ss

_____COUNTY

The undersigned affirms that the bidder is in compliance with all Federal and State requirements with regard to non-discrimination in their employment practices and furthermore affirms that he is legally authorized by the bidder to make the statements and representations contained in this Bidder's Equal Employment Opportunity Report and that they are true correct to the best of his knowledge and belief.

_____ _____

Firm or Corporate Name Date

_____ _____

Authorized Signature Title

_____

Name (Type or Print)

SWORN TO BEFORE ME AND SUBSCRIBED in my presence this _____

_____day of_____A.D. 20_____.

_____

Notary Public

My commission expires on 20_____.

CURRENT TOTAL WORKFORCE BREAKDOWN

FOR: _____
DATE MONTH YEAR

_____
COMPANY

			MINORITY EMPLOYEES			
JOB CATERGORY	TOTAL EMPLOYEES	TOTAL FEMALE	BLACK	SPANISH AMERICAN	AMER-INDIAN	ORIENTAL
OFFICERS/ SUPERVISORS						
PROFESSIONALS						
TECHNICIANS						
HOUSING/SALES RENTAL/MANAGEMENT						
OFFICE CLERICAL						
SERVICE WORKERS						
OTHERS						
TRADE:						
Journeymen						
Helpers						
Apprentices						
Trainees						
Others						
TRADE:						
Journey						
Helpers						
Apprentices						
Trainees						
Others						
TRADE:						
Journey						
Helpers						
Apprentices						
Trainees						
Others						
TOTAL						

PERSONAL PROPERTY STATEMENT

In compliance with the Ohio Revised Code, Section 5719.042, I hereby swear that at the time my bid was submitted, that I was not charged with any delinquent personal property taxes on the general tax list of personal property of any county in which the above taxing district has territory. If I have been charged as such, I promise to set forth the amount of such die and unpaid penalties and interest thereon.

I understand that the fiscal officer shall submit such a statement to the county treasurer within thirty (30) days of the date it is submitted.

Signed:

_____

_____

Title Date

POLITICAL CONTRIBUTION CERTIFICATION

Ohio law requires that every person or business that is seeking to have a public contract awarded with a Municipal Corporation within the State be in compliance with Revised Code § 3517.13 regarding political contributions. I hereby certify that at the time my bid was submitted that I was in full compliance with Divisions (I) (1) and (J)(1) of Ohio Revised Code § 3517.13.

Signed:

_____

_____

Title Date

LIST OF SUBCONTRACTORS

In the spaces below, the Bidder shall list the names and addresses of any subcontractors to which the Bidder proposes to sublet any portion of the work to be done under this Contract. The Bidder shall also state that portion of the work (by Item No. or Description) he proposes to sublet to each subcontractor.

DATE SIGNED

BIDDER

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we the undersigned_____ as principal and _____as surety, are hereby held and firmly bound unto the City of Westlake, Ohio, in the penal sum of _____DOLLARS ($_____), for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns by these presents.

The conditions of this obligation are such that whereas the above named Principle, did on the _____Day of _____A.D. 20 , enter into the contract hereto attached with the said, City of Westlake, Ohio, which said contract is made a part of this bond the same as if fully set forth herein:

Now, if the said party of the second part in the aforesaid contract shall well and truly execute all and singular the stipulations by it to be executed, and shall fully perform the work therein specified, and do and perform all and singular the terms, conditions, requirements of the plans, specifications and contract, and shall indemnify and save harmless the City of Westlake, Ohio, from all suits and actions of every name and description brought against the said City of Westlake, Ohio, its officials, or any employee of said City for, or on account of any injury or damage to person or property arising from, or growing out of the construction of the work in said contract specified to be done, or the doing of any of the work therein described, and shall indemnify and save harmless the City of Westlake, Ohio from any and all suits and expense over and above the expense included in the contract price, for royalties or infringements on patents that may be involved in the construction of the appliances contracted for, or any of the parts thereof, or in the use of said appliances or any of the parts thereof hereafter, and if said party of the second part shall defend, at its proper cost and expense, any and all suits, actions of every kind whatsoever, that may be brought against the City of Westlake, Ohio, from all liens, charges, claims, demands, loss, cost and damages of every kind and nature whatsoever, and shall pay all lawful claims of subcontractors, material men and laborers for labor performed, and for materials furnished in the carrying forward, performing or completing of said contract, then this obligation shall be void, otherwise shall be and remain in full force and virtue in law; we hereby agreeing and consenting that this undertaking shall be for the benefit of any laborer or material man having a just claim as aforesaid as for the said City of Westlake, Ohio, and shall guarantee all Work required under the said Contract Agreement against faulty materials or poor workmanship during the construction period and for two years after the date of acceptance of said Work; and during said period of guarantee shall when required make such corrections or repairs as may be necessary or shall pay the cost thereof as determined by the City of Westlake, Ohio, and further that the parties of the foregoing contract may; from time to time, and as often as they may see fit, make any additions to, omissions from, or and modifications of the work, plans or specifications and the said surety herein stipulates and agrees that no modifications, omission or additions, in or to the terms of said contract, or in or to the plans or specifications therefore, shall in any way affect the obligations of said surety on its bond; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

WITNESS our signature this _____ day of _____A.D. 20_____

_____

_____

_____
Principal

_____

_____
Surety

ATTACH POWER OF ATTORNEY TO THIS PAGE

LABOR AND MATERIAL BOND

FORM C

KNOW ALL MEN BY THESE PRESENTS, That we whereas, the City of Westlake, State of Ohio has awarded

to _____ a _____ hereinafter
Name of Contractor *Corporation, Partnership or Individual*

designated as the "Principal", a Contract Agreement, a copy of which is hereto attached and made part hereof for the construction of: _____ and,
Project Name

WHEREAS, said principal is required under the terms of said Contract to furnish a bond in connection with said Contract Agreement, providing that if said Principal, or any of his or its subcontractors, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the Work contracted to be done, or for any Work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth; **NOW THEREFORE,** we the Principal and_____ as Surety, are held and firmly bound unto the City of Westlake, Ohio in the penal sum of _____

_____DOLLARS ($_____) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, has or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or teams used in upon or about the performance of the Work contracted to be done or for any labor thereon of any kind, as required by the provisions of all laws of the State of Ohio to secure the payment of claims of persons employed by contractors upon public works, and the claim of persons who furnish materials, supplies, teams, implements, or machinery used or consumed by such contractors in the performance of such work, and provided that the persons, companies, or corporations so furnishing said materials, provisions, or other supplies, teams, appliances or power used, in, upon, for or about the performance of the Work contracted to be executed or performed, or any person, company or corporation renting or hiring teams or implements or machinery or power for or contributing to said Work to be done, or any person who performs Work or labor upon the same of any person who supplies both Work and materials therefore, shall have complied with provisions of said laws, then Surety shall pay the same in or to an amount not exceeding the amount hereinabove set forth, and will also pay in case suit is brought upon this bond, such reasonable attorney's fee, as shall be fixed by the Court, awarded and taxed as in the laws of the State of Ohio provided.

This bond shall insure to the benefit of any and all persons, companies and corporation entitled to file claims under said laws, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Agreement, or to the Work to be performed there under, or the Specifications accompanying the same, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension or time, alteration or addition to the terms of the Contract Agreement or to the Work or to the Specifications.

WITNESS our signature, this _____ day of _____ A.D. 20_____.

_____
Principal

_____
Surety

ARTICLES OF AGREEMENT

This agreement, known as Contract for the construction of _____made and entered into this _ day of _____ 2022 by and between the City of Westlake, a municipal corporation duly organized and existing under by and virtue of the laws of the State of Ohio, hereinafter referred to as "City" and _____, herein after referred to as "Contractor"

Whereas, the City caused an advertisement to appear in The Plain Dealer, a newspaper of general circulation in the City of Westlake and Cuyahoga County, Ohio, on _____and _____, respectively, a photo Copy of which said advertisement is attached hereto and marked Exhibit "A", inviting proposals to construct _ _____ and

Whereas, pursuant to such advertisement, Contractor submitted its Bid Proposal dated _____, a copy of which is attached hereto and made a part hereof as through fully rewritten herein and marked Exhibit "B", and

Whereas, the Council of the City of Westlake accepted the proposal of the Contractor, declaring the same to be the lowest and best bid submitted, rejecting all other proposals pertaining to said _____, and

Whereas, the Council of the City of Westlake accepted the proposal of the Contractor, declaring the same to be the lowest and best bid submitted, rejected all other proposals pertaining to said _____, and accordingly authorized the Mayor of the City of Westlake to enter into an agreement with the Contractor for the construction and installation of _____, as provided in Ordinance No. 2022-_____, duly passed on _____ _____ a copy of which Ordinance is attached hereto and made a part hereof as though fully rewritten herein and marked Exhibit "C".

Witnesseth; that the Contractor has agreed and by these presents does agree with the City of Westlake for the consideration mentioned in its proposal marked Exhibit "B", and under penalty expressed in a bond bearing even date with these presents, which said bond is attached hereto and marked Exhibit "D", to furnish at proper cost and expense to

SAMPLE

the Contractor, all necessary materials and labor of every description, and to carry out in a workmanlike manner, ready for continuous operation, the improvement known as _____ _____, in accordance with the following listed documents, copies of which are attached hereto and made a part hereof as though fully rewritten herein:

Exhibit "A"- Advertisement
Exhibit "B"- Contractor's Bid Proposal
Exhibit "C"- Ordinance No. 2022-_
Exhibit "D"- 1.) Contractors Performance Bond
2.) Labor and Material Bond
Exhibit "E"- 1.) Bid Form and Contract Documents
2.) Labor Standards Contract Provisions
3.) State of Ohio, Prevailing Wage and Provisions
Exhibit "F"- Plans for the Work

That the Contractor has read and is specifically aware of GC-108 "Beginning and Ending Work" of the General Condition Specifications, Exhibit "E", attached hereto, and under the term thereof will commence work within ten (10) days after receipt of written notice from the Engineer of the City of Westlake to do so.

That the Contractor also agrees that it is specifically aware of section GC-176, "Unsatisfactory Progress and Termination of the Contract" of the General Condition Specification, Exhibit "E" attached hereto, and understands the consequences for failure to comply with said item.

That the Contractor is specifically aware of Section GC-141, entitled "Public Travel Not to be Obstructed", and sections pertaining to "Maintaining Traffic", shall abide by the decision of the Engineer of the City of Westlake and will not cause traffic to be re-routed or delayed without the express written permission of the Engineer of the City.

SAMPLE

The Contractor acknowledges that it has in its possession, has read and understands the contents of the aforementioned documents, and agrees that such documents form and are an integral part of this Agreement.

Each and every provision of law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though mistake or otherwise, any such provision is not inserted, or is not correctly inserted, the upon the application of either part hereto, the Agreement shall forthwith be physically amended to make such insertion.

During the performance of the Contract, the Contractor agrees as follows:

The contractor will not discriminate against any employee because of race, creed, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated, during employment, without regard to race, creed, color or national origin, and to comply with all Executive Orders of the President of the United States regarding non-discrimination of employment or facilities.

The City agrees to pay the Contractor for its faithful performance of all the terms and conditions under this contract as set forth in the Exhibits which are made apart hereof, on a unit price basis and each unit item appeared in its bid proposal, but in no event shall the payment to the Contractor exceed the sum of_____, which is the total sum of all completion of this project. The payments are to be made to the Contractor in accordance with the schedule of payments as set forth in GC-169, entitled "Terms of Payment" (B) Estimates, Method of Payments- Partial and Final Payments, of the General Condition Specifications. Both the City and the Contractor agree that for the purpose of partial payments as the construction progresses, the cutoff date for work completed and material delivered on site will be the last day of each and every month, and the Contractor agrees to make requests for payment in writing, which shall be submitted within the first five (5) days of each month and not more than once a month to the City. An estimate will be made by the Engineer of the City for such work completed and material delivered on the following tenth day of each month. Payments for such work

SAMPLE

completed and material delivered on the site shall be made on the fifteenth day of each and every month.

The Contractor acknowledges that the schedule of progress payments for materials, retainage and the like differ from sections 735.071 to 735.074 inclusive, and section 153.12 to 153.14, inclusive of the Ohio Revised Code, for the award, commencement and payment of public contracts. The Contractor further acknowledges that he will accept payment from the City as specified in this Contract under the Bid Form and Contract Documents and waives any and all rights that it may have under the Sections of Ohio Revised Code that differ from those terms and conditions for payment and the like, specified in this contract.

The Contractor further acknowledges that he is aware of Sections 4115.04 through 4115.06 inclusive of the Ohio Revised Code and Sections 4115.71, 4115.07 and 4115.08 of the Ohio Revised Code, regarding requirements for wages and hours on public works. The Contractor expressly agrees that each laborer, workman, or mechanic employed by the Contractor or Subcontractor or Other Person, about or upon such public work, shall be paid the wage provided in Chapter 4115 of the Ohio Revised Code.

The Contractor further agrees that neither the Contractor nor any Subcontractor, authorized to perform work under the Contract by the owner shall sublet any of work covered under the terms and provisions of this Contract unless specifically authorized to do so in writing by the City.

The Contractor agrees that the work to be preformed on _____ will be completed within 90 calendar days from the date of ***Notice to Proceed.***

The Contractor further covenants and agrees that, in the event time of completion is delayed beyond the time stipulated above by action or inactions attributable to the Contractor, the City may retain monies due or that may become due to the Contractor in the amount of $_____per day in connection with the Contract for each and every consecutive calendar day by which time of completion is delayed beyond time for

SAMPLE

completion stipulated above, and that such monies are expressly agreed and recognized as liquidated Damages accruing to the City incident to such delays and causing unanticipated and additional expenses to the City.

SAMPLE

In Witness Whereof, the Mayor, on behalf of the City of Westlake, Ohio and the Contractor have executed this Agreement in threefold, this _____ day of _____, 2022, one copy titled Mayor/Law/Finance to be filed with the Director of Finance, Engineering and the third to be delivered to the Contractor.

WITHESSETH:

The City of Westlake, Ohio

_____ BY:_____
Dennis M. Clough, Mayor

_____ _____
Contractor

BY:_____

ITS:_____

SAMPLE

Certificate of Fiscal Officer

As Fiscal Officer of the City of Westlake, Ohio, I hereby certify that funds in the amount of _____ ($____) have been lawfully appropriated for the purpose of meeting the obligations of the Agreement duly authorized by Ordinance No. 2023- __ _____ and are in the Treasury or in the process of collection to the credit of the _____ free from any previous encumbrances.

Dated:_____

_____
Prashant Shah
Director of Finance

SAMPLE

Law Director's Certificate

I hereby certify that I have examined the Contract herein and that I approve the same as to form.

Dated:_____

_____
Michael Maloney
Law Director

SAMPLE