

INFORMATION TO BIDDERS

Examination Site

The bidder should visit the sites of work and familiarize himself with existing conditions and obstacles that will be encountered during construction. It will be the responsibility of the contractor to repair all damages that may occur to utilities during construction.

Progress of Work

The contractor shall notify the Service Director at least seven days prior to the date he plans to commence work and he shall be expected to complete the contract by the completion date specified in the proposal and contract. In case this time is exceeded, the Service Director is hereby authorized to deduct and retain out of the payments which may be due or become due the contractor liquidated damages for each and every day the work is delayed beyond the time so stipulated. The specific amount of liquidated damages will be stipulated within the "Special Conditions" section of the Contract Documents. The sum specified herein will be deducted, not as a penalty but as liquidated damages, provided that due account shall be taken of any adjustments of the completion date granted by the Service Director.

The time may be extended by the Service Director upon written request by the contractor stating sound reasons for the extension, such as, bad weather, strikes, or unforeseen conditions. However, the contractor will be responsible for the lights, signs, and barricades and the condition of the work during any suspension of work and until the entire contract is completed and accepted by the City.

If at any time the Service Director shall be of the opinion that the work is unnecessarily delayed and will not be finished in the prescribed time, or if the contractor does not commence work when notified in writing to do so, he may notify the contractor in writing to that effect and proceed to finish the work in any manner and by any method it may deem advisable, and in so doing he may use any materials on the site of the work, or procure other materials necessary for the completion of same, and charge the entire expense to the contractor.

Subletting or Transfer of Contract

No part of the work shall be sublet, nor shall the contract for the whole or any part of the work be assigned, unless by the previous written consent of the Service Director.

Damages and Claims

The contractor shall save the City of Medina, its officers and agents harmless from all claims of any nature whatsoever by any person, firm or corporation, for damages either to person or property, arising out of the performance of the work and against liability from all claims relating to labor or materials furnished for the work.

The contractor will be held responsible for the work until its completion and final acceptance by the City, and he will be required to make good, at his own cost, any injury or damage which said work may sustain from any source or cause, before final acceptance thereof.

Insurance

The contractor shall carry insurance for the protection of himself and the City of Medina that provides public liability insurance and automobile insurance in the following amounts and coverage:

Bodily Injury, Each Person	\$1,000,000.00
Bodily Injury, Each Occurrence	\$1,000,000.00
Property Damage, Each Accident	\$1,000,000.00
Property Damage Aggregate	\$1,000,000.00

Bonds

Bid Bond

Each bid must be accompanied by a Certified or Cashier's Check, or a Bid Bond, in the amount of ten percent (10%) of the total amount bid, made payable to the Ohio Department of Transportation and the City of Medina, Ohio as a guarantee that if the bid is accepted, a contract will be entered into with the City within thirty (30) days, and in default thereof, said check or bond will be forfeited to the City of Medina as liquidated damages.

Performance Bond

The successful bidder shall be required to furnish a Performance Bond in the amount of one hundred percent (100%) of the contract price, made payable to the Ohio Department of Transportation and the City of Medina, Ohio.

Maintenance Bond

Upon completion of the project, the contractor shall be required to execute a Maintenance Bond in the amount of ten percent (10%) of the final estimate, made payable to the City of Medina, Ohio. The Maintenance Bond shall cover a period of thirty (30) months commencing from the date of said final estimate.

Labor Rates and Payroll Reporting Requirements

Contractors shall use only the classifications and wage rates set forth in the United States Department of Labor (USDOL) wage decision found at the website (<http://www.wdol.gov/dba.aspx#3>) on payrolls submitted to the District Office. Additionally, please note that the wage modification in effect at the time of the project sale date, shall be used by all contractors. Please refer to the Prevailing Wage Rate Section of these specifications for additional information.

The contractor or subcontractor shall, as soon as he begins performance under this contract, supply to the prevailing wage coordinator of the City of Medina a schedule of the dates during the life of his contract on which he is required to pay wages to employees. He shall also deliver to the prevailing wage coordinator a certified copy of his payroll, within three (3) weeks after each pay date which shall exhibit for each employee paid number of hours worked each day of the pay period and the total for each week, his hourly rate of pay, his job classification, fringe payments, and deductions from his wages. The certification of each payroll shall be executed by the contractor, subcontractor, or duly appointed agent thereof and shall recite that the payroll is correct and complete and that the wage rates shown are not less than those required by the contract.

Working Hours

The Contractor can only perform work between the hours of 7:00 AM and 7:00 PM on weekdays and 8:00 AM and 5:00 PM on weekends and legal holidays.

In special situations, the City will consider the Contractor's written request to perform work outside of the above outlined working hours. The City Engineer will review this request and determine if performing work outside the stipulated times is warranted and/or prudent. Only upon receipt of written permission from the City Engineer may the Contractor perform work outside the designated working hours.

Plans and Specifications

The specifications are intended to describe and provide for the complete work. The work herein provided for is to be complete in every detail, notwithstanding that every item necessarily involved is not particularly mentioned.

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.

Should any misunderstanding arise as to the intent or meaning of said plans or specifications, or any discrepancy appears in either, the decision of the Engineer in such cases shall be final and conclusive.

Lines and Grades

Where applicable, and unless otherwise referred to within either the Project plans or these Specifications, line and grade stakes will be set for the contractor, and he shall make the work conform to the same. He must use every effort to preserve any stakes set therefor until given permission to remove them. All expenses due to replacing stakes, lost by reason of the carelessness or neglect of the contractor or his employees, shall be charged to the contractor and deducted from any moneys due him under this contract.

The contractor shall furnish upon request, suitable straight edges, bars, levels, templates or other appliance necessary for the use of the inspectors.

The contractor shall preserve all monuments found in line work until they shall have been properly referenced by the Engineer and permission granted to remove the same.

Engineer to Supervise the Work

The work shall be under the supervision of the City Engineer of the City of Medina (the Engineer) and his authorized assistants, and all other orders or directions issued by him for the purpose of insuring the desired quality of work, shall be promptly executed.

All directions required, alluded to, or necessary to complete any of the provisions of these specifications and this contract and given them due effect, shall be given by said Engineer.

No work, other than excavation, shall be done in the absence of an inspector deputized by the Engineer. If work is ordered stopped, no more work shall be done until the Engineer withdraws such order. Any work done in the absence of the inspector, or after work has been ordered stopped, shall be removed and replaced by the contractor at his own expense.

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.

Public Utilities

The contractor shall give due notice to the owners of all utilities and shall see that their property is properly supported and protected before disturbing, undermining, or interfering with the same. And in no case shall the service of any such utility be disrupted or interfered with, without written consent of the owner thereof, and in case of sewer, pipe, conduit, pole or other public utility property is damaged or must be moved or supported, the repair, removal or supporting shall be done by the owner and the contractor shall pay all necessary expense in connection therewith. For additional information refer to the Existing Utilities Section of these specifications.

Damage to Property to be Guarded Against

Damages to the adjacent property or structures must be carefully guarded against, especially in making excavations. The contractor shall be responsible for all damages to the full extent, if the same are occasioned through neglect or failure on his part, or that of anyone in his employ, to take all necessary or proper precautions to prevent the same, and he shall assume all risk of damage to any portion of his work.

The contractor shall put up and maintain suitable colored lights, and all other necessary and proper protection for any obstruction that he may place, or cause to be in any public highway or ground, and shall hold the City harmless from any and all claims for damage, to persons or property that may arise out of or be occasioned by the carelessness, neglect, default, or oversight on the part of the contractor, or anyone in his employ. The contractor shall make no claim against the City for damages or loss occasioned by the elements or from any other causes for which the City is not responsible.

Extra Work

Should the City Engineer deem it advisable to have any extra work done not originally contemplated under this contract, said extra work shall be done by the contractor only subsequent to and in conformity with a subsidiary written agreement between the parties to this contract, in which agreement the prices to be paid for said extra work shall be fixed and agreed upon. In case the parties to this contract fail to agree upon the terms of said subsidiary agreement, the Council shall have the right otherwise to provide for the execution of said work, and the contractor shall permit the doing of the same and shall afford every necessary opportunity therefor, and further shall not be entitled to any claim for damages due to the delay or detention caused thereby.

The contractor shall further agree that he shall have no compensation for extra work unless the same is covered by a subsidiary agreement.

Workmanship and Material

All materials and workmanship shall be strictly first-class of the grade specified and shall be subject to the inspection and rejection of the Engineer or his authorized agent, and all materials condemned by him shall be immediately removed from the work.

The inspection shall not relieve the contractor from any obligation to perform the work strictly in accordance with the plans and specifications, or any modification thereof, as herein provided, and work not so constructed shall be removed and made good by the contractor and whenever so ordered by the Engineer, without reference to any previous oversight or error in inspection.

Public Travel Not Be Obstructed

The contractor shall provide at his own expense, means for public travel over, by or around the work as it progresses so far as he may, in the judgment of the Engineer, be able to do so without injury to the work. Such means for travel to be maintained so as to inconvenience public travel as little as possible.

Access to Property

The contractor shall grade all driveways and side ditches, when and to the extent ordered to do so by the Engineer, that occupants or owners of the property may not be deprived of access to their premises. Such grading will not be paid for as such, and the cost thereof must be included in the various items of the contract.

No Incompetent Person To Be Employed

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

Sanitary Conveniences

Necessary sanitary conveniences for the use of laborers on the work properly secluded, shall be constructed and maintained by the contractor in such manner at such places as shall be approved by the Engineer, and their use shall be strictly enforced.

Alterations

The work shall be done in strict conformity with these specifications and the general plans on file in the office of the Engineer, and such detail plans and directions as may be issued by the Engineer during the construction of the work, but it is further agreed that the Engineer may make alterations in the lines, grade, plan, form, position, dimensions, or materials of the work herein contemplated, or of any part thereof; either before or after the commencement of construction, and that said Council may at any time order any portion of the work left out. If such alterations diminish the quantity of work to be done, they shall not constitute a claim for damages for anticipated profits on work that may be dispensed with. If they increase the amount of work, such increase shall be paid for according to the quantity actually done and at the price established for such work under the contract provided, however, that such excess shall be covered by a supplementary agreement before any work is done pursuant to such change.

If such changes in the plans or specifications should, in the opinion of the Engineer change the general character of any part or portion of the work, the parts or portions of said work thereby changed shall be constructed in accordance with the provisions herein made for extra work.

No variations at any time from the plans and specifications shall be made by the contractor in the execution of the work without the written consent of the Engineer.

Claims for Labor and Material

Any and all payments due or to become due the contractor, and all rights of the contractor to demand and receive such payments, shall be subject to all provisions of law relating to claims or liens of subcontractors, material, men, laborers or mechanics and the City may retain in its hands all such payments until all such provisions have been fully complied with by the contractor.

The contractor shall well and truly pay or satisfy the just and equitable claims for all persons who gave performed labor or furnished materials for said contractor in the execution of this contract, and who shall have previously filed and attested account of such claims with the Council and all bills, costs or lien upon said improvement or a charge against the City, but in case said attested claims, bills or costs are not paid or adjusted to the satisfaction of the Council, then it is agreed that said Council may proceed as before stated in this agreement.

Prices

The prices specified in the accepted proposal for the work shall include the supply and erection in a good, sound, substantial and workmanlike manner of all items required for the entire work proposed for, and shall include all the work indicated or shown on the drawings, and all work specified or reasonable implied by the drawings and specifications, also all cofferdams, pilings, sheets, forms, falsework, staging, temporary structures, plumbing, labor, workmanship, materials, tools, machinery and appliances necessary and best adapted to the efficient, prompt and safe execution of all work. Any work specified, indicated or reasonably implied to be done for which no bid price is provided shall be done, and the cost of said work shall be deemed to be included in other items of the contract.

Monthly Estimates

Approximate estimates will be made monthly by the Engineer, upon the amount of acceptable work done and put in place. Ninety percent of the amount of such estimates, after deducting former payments, will be payable in cash five (5) days after the approval of such estimates by the Finance Director providing no legal restrains are placed upon the City preventing such payment, but the allowance of such estimates shall not be deemed an acceptance of the work or material included.

Final Estimate

The Engineer shall, as soon as practicable, after the completion of the entire work by the contractor, and its acceptance by the Engineer and the Service Director, make a complete and final estimate of the work done hereunder. Such final estimate, after deducting therefrom all previous payments shall be due the contractor after said completion and acceptance, providing the same is free from all claims for labor and material under these specifications, which might in any manner become a lien upon said work or upon the City and the contractor has executed said maintenance bond. The acceptance by the contractor of such final estimate shall constitute a release to the Council of the City of Medina 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.