

City of Hillsboro

Bid for 2024 Shaffer Park / Girls Softball Fields Fence Replacement

Bid Documents

ADVERTISEMENT FOR BIDS

Separate sealed bids for the **2024 SHAFFER PARK / GIRLS SOFTBALL FIELDS FENCE REPLACEMENT** within the **City of Hillsboro, Highland County, Ohio** will be received by the **City of Hillsboro, Ohio; 130 N. High St., Hillsboro, OH 45133** until **9:00 A.M., Local Time on December 3rd, 2024**. Bids will be publicly opened and read aloud at a meeting held on **December 3rd, 2024, at 9:00 A.M.** Bids shall be submitted in a sealed envelope, addressed to the City of Hillsboro at the above noted address. Envelope shall be clearly marked: **"BID FOR 2024 SHAFFER PARK / GIRLS SOFTBALL FIELDS FENCE REPLACEMENT."**

Funding for this project is comprised of local funds.

The information for Bidders, Form of Bid, Form of Contract, Specifications, and other Contractor Documents may be examined at the following locations.

City of Hillsboro
130 N. High St.
Hillsboro, OH 45133

Copies of the Bidding Documents may be obtained during normal business hours at the City of Hillsboro office at 130 N. High St., Hillsboro, Ohio 45133 (937) 393-5219. There will be no charge for the bidding documents.

Attention of Bidders is particularly called to the requirements as to safety regulations, conditions of employment to be observed and minimum wage rates to be paid under the Contract. All bids must comply with the General Instructions to Bidders in addition to the requirements set forth in the Specifications Documents referenced herein in order to be considered.

Contractor must comply with the prevailing wage rates as determined by the Ohio Department of Industrial Relations.

No Bidder may withdraw his bid for a period of 45 days after the actual date of the opening thereof.

Contract award shall be made to the lowest and best bidder, and award may be subject to applicable funding agency approval.

The City of Hillsboro, Highland County, Ohio, reserves the right to waive any informalities or to reject any or all bids. The right to negotiate with the apparent qualified low Bidder to such extent that should be necessary are reserved by The City of Hillsboro, Highland County, Ohio.

By Order of the Mayor of the City of Hillsboro, Ohio

ATTEST:

Justin Harsha, Mayor

Run ad in the November 13th, and November 20th, 2024 issues.

INFORMATION FOR BIDDERS

1. RECEIPT & OPENING OF BIDS:

The City of Hillsboro, Ohio, (hereinafter called the Owner), invites bids on the forms attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner as specified in the Advertisement for Bids on December 3rd, 2024, until 9:00 AM local time. Bids will be publicly opened and read aloud at a meeting held on December 3rd, 2024 at 9:00 AM. Bids must be enclosed in a sealed envelope and addressed as follows:

City of Hillsboro, Ohio
130 N. Hight St.
Hillsboro, OH 45133

"BID FOR 2024 SHAFFER PARK / GIRLS SOFTBALL FIELD
FENCE REPLACEMENT"

The owner may consider informal and non responsive any bid not prepared and submitted in accordance with the provisions hereof and may also waive any informalities or reject any or all bids.

Any bid may be withdrawn prior to the scheduled time for opening of bids or authorized postponement thereof. Any bids received after the time and date specified shall not be considered. No bidder may withdraw a bid within 30 days after the actual date of the bid opening.

2. PREPARATION OF BID:

Each bid must be submitted on the prescribed forms with all blank spaces filled, in ink or typewritten, and in both words and figures if the format dictates.

Each bid must be submitted in a sealed envelope bearing the name of the bidder, his/her address and the name of the project as stated above. If forwarded by mail or courier service, the sealed bid envelope must be enclosed in another envelope addressed as required to assure delivery to the owner.

3. SUBCONTRACTS:

The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the owner and the engineer.

4. TELEGRAPHIC MODIFICATIONS:

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provide such telegraphic communication is received by the owner prior to the closing time and provided that the owner is satisfied that a written confirmation of the modification over the signature of the bidder was mailed prior to the closing time. The modification should not reveal the bid price or prices but should provide the amount to be applied to the bid so that the final price or prices will not be known by the owner until the sealed bid is opened. If written confirmation of the modification is not received within two working days of the closing time, no consideration will be given the modification.

5. METHOD OF BIDDING:

The owner invites the following bids:

Bids to be UNIT PRICE BIDS for furnishing all labor, materials, tools, supplies, equipment, freight, storage, etc. required for the construction of the following project:

"BID FOR 2024 SHAFFER PARK / GIRLS SOFTBALL FIELD FENCE REPLACEMENT"

6. QUALIFICATION OF BIDDER:

The owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work. The bidder shall provide the owner with all such information for this purpose which the owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or the investigation of the bidder fails to satisfy the owner that such bidder is properly qualified to carry out the project.

7. BID SECURITY:

Each bid shall be accompanied by a bid security in an amount equal to 10 percent of the maximum possible bid amount, consisting of either a certified check or a surety bond, pledging that the bidder will enter into a contract with the Owner on the terms stated in the bid and will furnish bonds covering the faithful performance of the contract and payment of obligations arising thereunder.

8. LIQUIDATED DAMAGES FOR FAILING TO ENTER INTO A CONTRACT: none required

9. TIME OF COMPLETION AND LIQUIDATED DAMAGES:

The bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" from the owner and to have the work substantially complete and ready for beneficial occupancy and use within the time stated in the bid and to have the work fully completed within the time stated in the bid. Bidder also must agree to pay \$150.00 a day for each consecutive calendar day thereafter as liquidated damages. These damages shall accrue and apply to both time limits noted above.

10. CONDITIONS OF WORK:

Each bidder must inform himself fully of the conditions of relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of the contract. Insofar as possible the contractor, in carrying out his work, must employ means or methods which will not cause any interruption of or interference with the work of any other contractor.

11. ADDENDA & INTERPRETATIONS:

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

Every request for such interpretation shall be made in writing and addressed to:

City of Hillsboro, Ohio
130 N. High St.
Hillsboro, OH 45133

To be given consideration, the request must be received at least 2 working days prior to the opening of bids. Any such interpretations and supplemental instructions shall be in the form of a written addendum to the specifications and/or contract documents. Said addenda will be mailed to all prospective prime bidders. Failure of any bidder to receive such addenda shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become a part of the final contract documents.

12. SECURITY FOR FAITHFUL PERFORMANCE: no security required

13. POWER OF ATTORNEY: not used

14. NOTICE OF SPECIAL CONDITIONS:

Attention is particularly called to those parts of the contract documents which deal with the following:

1. Inspection and testing of materials
2. Insurance requirements
3. Wage rates if applicable

15. LAWS & REGULATIONS:

The bidder is directed to the fact that all applicable State Laws, Municipal Ordinances and the rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though they were written here in full.

16. METHOD OF AWARD:

The contract will be awarded to the bidder whose bid appears to be in the best interest of the Owner.

The owner also reserves the right to reject any bid he deems non responsive and to waive informalities and discrepancies which are in his/her best interest.

17. OBLIGATION OF BIDDERS: not used.

18. PROJECT SPECIFICATIONS:

- a. All posts and crossbars shall be schedule 40 or SS40.
- b. All chain-link fence shall be 9 -gauge wire, fused and bonded vinyl coated black.
- c. Red fence safety top cap to be installed on fence.
- d. All demo work will be performed by the City of Hillsboro.
- e. Post spacing on the outfield fence shall be 8 ft. All others shall be 10ft.
- f. Grounding of fence will be performed by the City of Hillsboro.
- g. No foul pole structures included in this project.
- h. Where fence height exceeds 6' a horizontal mid-bar shall be added.
- i. Project end date shall be March 1st, 2025.

END OF INFORMATION FOR BIDDERS

BID PROPOSAL

2024 SHAFFER PARK / GIRLS SOFTBALL FIELDS FENCE REPLACEMENT

TO THE CITY OF HILLSBORO:

The undersigned certifies that he/she has examined the plans and specifications and has inspected the site of the proposed improvements. It is understood that the following bid will be governed by the UNIT PRICE BID, unless otherwise specified, also that the quantities may be increased or decreased. It is also understood that the unit prices as bid shall apply to the work through completion of project.

The undersigned proposes to furnish all labor, equipment, and materials necessary for the construction of the Project in accordance with the Ohio Building Department Standards.

BID AMOUNT: AS SHOWN ON THE ATTACHED UNIT PRICE BID FORM

The undersigned hereby acknowledges receipt of the following addenda:

Addendum No. _____ Date _____
Addendum No. _____ Date _____
Addendum No. _____ Date _____
Addendum No. _____ Date _____

It is understood that if this bid is accepted, the undersigned will enter into a contract within ten (10) days after the award of the contract by the City of Hillsboro.

Witness our hands this _____ day of _____, 2024

NAME OF BIDDER: _____
(COMPANY OR CORPORATION) (SIGNATURE OF AGENT)

*****Submit all information in duplicate*****

Item	Description	Quantity	Unit	Unit Price	Total
	GIRLS A LEAGUE FIELD				
1	6' Chain Link Fence, w/ 1, 12' gate	560	Lin. Ft.		
2	8' Chain Link Fence	150	Lin. Ft.		
3	12' Chain Link Fence	120	Lin. Ft.		
	GIRLS B LEAGUE FIELD				
4	6' Chain Link Fence, w/ 1, 12' gate	550	Lin. Ft.		
5	8' Chain Link Fence	130	Lin. Ft.		
6	12' Chain Link Fence	100	Lin. Ft.		
	GIRLS C LEAGUE FIELD				
7	6' Chain Link Fence, w/ 1, 12' gate	360	Lin. Ft.		
8	8' Chain Link Fence	80	Lin. Ft.		
9	12' Chain Link Fence	70	Lin. Ft.		
10	Backstop with Canopy	3	Each		
	ADDITIONAL ITEMS				
11	Substitute fused and bonded vinyl coating	Lump	Lump		
12	Red Fence Safety Top Cap (not corrugated)	1470	Lin. Ft.		

GRAND TOTAL

The bidder's total above is the total bid based on unit prices and lump sum prices and the estimated quantities shown on the plans. This figure is for information only at the time of opening bids. The bidder will make the tabulation from the unit prices and lump sum prices bid. If there is an error in the total by the bidder, it shall be changed as only the unit prices and lump prices shall govern.

Respectfully Submitted,

Firm Name _____

By _____

Street Address _____

Signature _____

City, State and Zip Code _____

Title _____

Telephone _____

GENERAL PROVISIONS

The City of Hillsboro

2024 SHAFFER PARK / GIRLS SOFTBALL FIELD FENCE REPLACEMENT

SECTION 100 DEFINITIONS

- 100.1 City**- Whenever the word "City" is used, it shall be held to mean the City of Hillsboro. The word "City" shall also be substituted for the words "Director" or "Department" as specified in the State of Ohio, Department of Transportation, Construction and Materials Specifications. The word "City" shall also mean "Owner."
- 100.2 not used**
- 100.3 Bidder** - An individual, firm, or corporation submitting a bid for the advertised work, acting directly or through the duly authorized representative, and qualified as provided in the Ohio Revised Code.
- 100.4 County** – Not Used
- 100.5 Estimates** - Payments to the Contractor for work, labor, or materials whether partial or final payment.

SECTION 200 PROVISIONS AND PROPOSALS

- 200.1 Plans** - The official plans, profiles, typical cross-sections, general cross-sections, working drawings and supplemental drawings, or exact reproductions thereof, approved by the City which show the location, character, dimensions and detail of the work to be done, and which are to be considered as a part of the contract supplementary to these specifications.
- 200.2 Special Provisions** - Specific clauses included hereafter setting forth conditions or requirements peculiar to the project under consideration and covering work or materials involved in the proposal and estimate but not satisfactorily covered by the general specifications. **Note: All Special Provisions (Technical Specifications) can be found in Section IV included as part of this bid package.**
- 200.3 Supplemental Agreements** - Written agreements executed by the City covering alterations necessary to the project as herein after provided.
- 200.4 Delivery of Proposal** - The proposals for each project shall be placed together with the proposal guaranty, in a sealed envelope so marked as to indicate the identity of the project and the name and address of the bidder. If forwarded by mail, said envelope shall then be placed in another envelope which shall be sealed and addressed as indicated in the "Notice to Contractors." The proposal will be received until the hour and date set for the opening thereof and must be in the hands of the City by such time. Proposals received after the time set for receiving bids and/or opening bids shall be returned to the bidder unopened.
- 200.5 Proposal Guaranty** – not used
- 200.6 Proposal Withdrawal** - A bidder may withdraw his proposal, provided the request in writing is in the hands of the City before the time set for opening proposals. When such proposal is withdrawn it will be returned to the bidder unopened.

- 200.7 Public Opening of Proposals** - Proposals will be opened and read publicly at the time and place designated by the City. Bidders, their authorized agents, and the public are invited.
- 200.8 Consideration of Proposals** - After the proposals are opened and read, they will be compared on the basis, if a unit price proposal, by the unit bid prices. The City will consider all properly submitted proposals, reserves the right to reject any and all bids, and if a Contract is awarded, may award it to the lowest and best bidder.
- 200.9 Disqualification of Bidders** - Not more than one proposal from an individual, a firm or partnership, a corporation or an association under the same or different names, will be considered for one project. Reasonable ground for believing that any bidder is interested in more than one proposal for the work contemplated shall cause the rejection of all proposals in which the bidder is interested. The bidder shall make a non-collusion affidavit, which is properly executed and part of the proposal. Proposals in which the prices obviously are unbalanced may be rejected. Contracts will be awarded only to responsible bidders capable of performing the class of work contemplated. The City reserves the right to reject any or all bids.
- 200.10 Materials and Workmanship** - Any additional items required, including labor, equipment, and/or materials, but not listed as a separate pay item in the proposal, shall be furnished, installed, removed etc. as incidental to the contract, except where noted on the plans and in the specifications.
- 200.11 No Waiver of Legal Rights** - Neither the inspection by the City or by any of its duly authorized agents, nor any order, measurement, or certificate by said agents, nor any order by the City for the payment of money, nor any payment for, nor acceptance of, any work by the City, nor any extension of time, nor any possession taken by the City or its duly authorized agents, shall operate as a waiver of any provision of this contract, or of any power herein reserved to the Board, or any right to damages herein provided; nor shall any waiver of any breach of this contract be held to be a waiver of any other or subsequent breach.
- 200.12 Laws to be Observed** - The Contractor warrants that it is familiar with and agrees at all times to comply with the provisions of all Federal and State laws and ordinances and regulations of all political subdivisions, of the Workman's Compensation Laws, ordinances and regulations in any manner affecting the conduct of the work and it shall defend, indemnify, and save harmless the City of Hillsboro and its representatives against any claims arising from the violation of any such law, ordinance or regulation, either by the Contractor or its agents, servants or employees or the negligence of such Contractor, agent, servant or employee.
- 200.13 Home Office Overhead Calculations** not used
- 200.14** Not used

SECTION 300 CONTRACTS

- 300.1 Requirements of Contract Performance Bond** – not used
- 300.2 Execution of Contract** - The contract shall be signed by the successful bidder and returned within ten (10) days after the bidder has received notice that the contract has been awarded. No proposal shall be considered binding upon the City until the execution of the contract.
- 300.3 Failure to Execute Contract** not used
- 300.4 Lump Sum Contract** – not used
- 300.6 Entire Agreement.** The Contract Documents contain the entire agreement between Contractor and City, and no oral statements or prior written matter not specifically incorporated therein shall be of

any force or effect. The Contract may not be modified except by a written document executed by both parties thereto.

SECTION 400 CITY, WORK, AND PLANS

- 400.1 Authority of City**– The City: (a) has immediate charge of the engineering details of each construction project; (b) is responsible for the administration and satisfactory completion of the project; and (c) has the authority to reject defective material and to suspend any work that is being improperly performed.
- 400.2 Errors and Omissions** - The Right is reserved by the City to correct by change order any errors or omissions in said plans or specifications wherever such correction is necessary for the proper fulfillment of the intention of the plans or specifications.
- 400.3 Interpretation of Estimates** - The quantities listed in the Bid Proposal form(s) are to be considered as approximate and are to be used for the comparison of bids only. The unit prices to be tendered by the bidder are to be tendered expressly for any scheduled quantities which later may be increased or decreased within the restricting limits herein after stipulated.
- 400.4 Pre-Construction Meeting** – The City and winning bidder shall have pre-construction meeting prior to start of construction.
- 400.5 Use of Premises** - The Contractor shall confine his equipment, tools, the storing of materials, and the operation of his workmen within the right-of-way and/or work limits as approved by the Engineer. It is emphasized that damage to vegetation, especially trees, shall be held to an absolute minimum.
- 400.6 Dust, Water Pollution, and Erosion Control** - The contractor shall be responsible for complying with the Water Management and Sediment Control Regulations of the City that are in effect at the date of letting. The contractor shall employ measures to prevent or control spills of fuels or lubricants from entering the waters of the state and submit a contingency plan to the Engineer to be effective in the event of a spill. Dust shall be kept to a minimum.
- 400.7 Coordination of Plans, Specifications, and Special Provisions** - The specifications, plans, special provisions, and all supplementary documents are essential parts of the contract and a requirement appearing in one is as binding as though in all. They are intended to be cooperative, to describe and provide for a complete work. In case of a discrepancy, figured dimensions shall govern over scaled dimensions and special provisions shall govern over both specifications and plans.

SECTION 500 PROGRESS OF WORK AND QUANTITIES

- 500.1 Extra Work** - Unforeseen or other work made necessary by minor alterations of the plans, or necessary to complete the proposed improvement contract, shall be deemed extra and shall be performed by the Contractor in accordance with the specifications and as directed; provided, however, that before any extra work is started the Contractor has been authorized by the City in writing to do the work. When the nature of the work required is such that the exact amount of work to be done cannot be determined precisely, the Contractor shall proceed only when authorized to do so by the City.
- 500.2 Incidental Work at Contractor's Expense** - All work done by the Contractor, specified or mentioned in the plans or specifications, as well as any minor details of work not specifically mentioned but obviously necessary for the proper completion of the work, shall be considered as incidental, and as being part of any included in the contract. The Contractor will not be entitled to any extra or additional compensation for the same.
- 500.3 Increased or Decreased Quantities** - The City reserves the right to make such alterations in the plans or in the quantities of the work as may be considered necessary or desirable, and no conditions

or provisions of the contract shall be ordered in writing and that equitable adjustment of compensation shall be agreed upon; provided further that before the work is started on any such alteration at the opinion of the City a Supplemental Agreement setting forth the adjustment shall be executed by the City and the Contractor. The Contractor shall perform the work as increased or decreased and compensation for materials shall be adjusted per unit price bid.

500.3.1 All change orders shall be in writing. The City shall not pay any increase in expense, and Contractor agrees that it waives all right to payment for extras or otherwise valid claims for extras or change order work performed without first (a) complying with the notice provisions set forth below and (b) obtaining a prior approved change order.

500.3.2 Unit Prices for Remediation of hazardous materials. Contractor acknowledges that work for the City under this Contract may involve the risk of encountering petroleum contaminated soils (PCS) or other hazardous materials during construction excavation and other work... Contractor agrees and represents that the nature of the Contract Work is such that any soil borings or similar analysis by the City or its consultants may not indicate the complete and full amount of contaminated soils and that Contractor may encounter more extensive or additional PCS or other hazardous materials contamination during construction excavation than indicated in any soil borings or other tests. Contractor represents that its unit price bid for any remediation work involving hazardous materials includes all costs and considerations arising out of or relating to the work involved, including the cost of schedule impacts as a whole, all delay-related costs (including but not limited to extended home office overhead, extended field conditions, extended site conditions, labor) and all costs to excavate, store, test, transport, and dispose of contaminated materials. The original Contract unit price shall thus cover all expenses and impacts associated with remediation and handling of both the contaminated soils identified in any environmental studies plus those actually discovered during construction. Contractor's payment for any required remediation work thus shall be at the original Contract unit price for the agreed quantities of the work in question and shall constitute full and final reimbursement of Contractor for the work and settlement of all claims arising out of or pertaining to the work regardless of whether the Contract items vary in any respect from the estimated quantities. Notwithstanding the foregoing, the City has sole discretion to determine that an original Contract unit price would not be fair to the City or result in a windfall to Contractor, and may by notice to Contractor enter into negotiations over a reasonable price for excess contract work involving contaminated soils.

500.4 Claims and Notice - Contractor shall submit to the City any requests or claims for adjustment in the Contract Price, Time, or other provisions of the Contract for changes directed by the Owner, as a result of deficiencies or discrepancies in the Contract Documents, for unforeseen causes, unanticipated site conditions, and for any other circumstance otherwise permitted by law or the Contract Documents within five (5) days of the act or occurrence giving rise to the claim and before Contractor proceeds to perform any extra work and seek a confirmation of receipt from Board and Engineer. Within ten days after providing such written notice, Contractor shall submit a written statement to the owner setting forth in detail: (1) the nature and cause of the claim and the specific provision of this Contract which support such claim; (2) specific references to the details of the Drawings and any Specifications that are affected by the claim; and (3) an itemized and substantiated statement of the amount of the claim, or of the time extension support by such documentation as the Owner may reasonably request. Failure to provide such notice and said confirmation procedure within the five day period, or to comply with said written statement procedures within the ten day period, shall constitute Contractor's waiver of the right to compensation for the act or occurrence in question. Any extension in the Contract price, or for an extension in the Contract Time resulting from such claim or change may only be effected by an authorized written Change Order signed by Board.

500.5 Certification of Claims and Written Statement. All written statements (as set forth above in 500.4) and claims made by Contractor, or by any subcontractor or supplier of any tier through Contractor, shall be accompanied by a sworn and notarized certification by the designated representative of

Contractor having overall responsibility for Contractor's affairs, stating: (1) the claim is made in good faith; (2) the supporting data are accurate and complete to the best of Contractor's knowledge and belief; (3) the amount requested accurately reflects the contract adjustment for which Contractor believes the Board is liable. For subcontractor claims Contractor may not rely on subcontractor certifications but must conduct an evaluation reasonably sufficient to certify the claim as stated above, Contractor's certification of a false or inaccurate claim will entitle Board to recover its costs of investigating, evaluating, and defending such including but not limited to attorney, accountant and expert fees, from Contractor and/or the individual certifying the claim. Failure to provide a full and complete Certification required at the time the claim or written statement is provided shall constitute Contractor's waiver of the right to the relief it has requested but failed to properly or timely certify.

500.6 Date of Completion – To be completed by March 1st, 2025.

500.7 not used

500.8 not used

500.9 not used.

500.10 Order and Progress of Work - The work under this contract shall be prosecuted at as many different places, at such times in such sections along the improvement and with such forces as the City may direct. Completed portions of the roadway shall be opened to travel as directed by the City, but shall not be construed as an acceptance of the work done. Should the work, for any reason, be discontinued by the Contractor, he shall, before again commencing the work, give the City notice of his intention at least twenty-four (24) hours in advance of commencement.

500.11 When Estimates May Be Withheld - Estimates may at any time be withheld or reduced if, in the opinion of the City, the work is not proceeding in accordance with the provisions of this contract; or if the work is not progressing in proportion to the time spent working; or if the estimate is not in the same proportion to the entire contract price as the amount of the work completed is to the entire work.

500.12 Violations - At no time during the execution of this Contract shall the Contractor or any subcontractor violate any Federal, State, Municipal, Township, or local laws, statutes, regulations, ordinances, or resolutions.

500.13 Injunctions - If legal obstruction to the completion of the work arises, and if the legal obstruction will cause delay in the completion of the work, the Board may postpone the completion date by the number of calendar days they determine.

SECTION 600 CONTRACTOR INSURANCE REQUIREMENTS

The following types of insurance coverages and limits are required and shall be written for not less than the following, or greater if required by law and/or as otherwise specifically provided in the Contract or required by the Board as listed below. The Board, CCEO, the City, the Township and their respective trustees, commissioners, officers, agents and employees are to be named as additional insureds with all rights under those policies unless otherwise determined by the Board.

600.1 Workmen's Compensation and Employers Liability as required by the laws of the State of Ohio.

600.2 The Contractor shall not commence work under the Contract until he has obtained all the insurance required hereunder and has submitted, in quadruplicate, an appropriate Declaration of Insurance, as evidence of coverage which has been approved by the City. The Contractor shall not allow any Subcontractor to commence work on his subcontract until all similar insurance required by the subcontractor has been so obtained and approved. Approval of the insurance by the City shall not relieve or decrease the liability of the Contractor hereunder.

600.3 Contractor's Liability Insurance

600.3.1 The Contractor shall acquire and maintain during the term of the contract Bodily Injury and Property Damage Liability Insurance under a standard Comprehensive General/Automobile Liability Policy which shall provide and include coverage on all Contractor's Operations, Protective (Sublet) Liability, Contractual Liability, Completed Operations Liability, Owned Automobiles and Non-Owned and Hired Automobiles.

600.3.2 Coverage for an "if any" basis: Property Damage Liability Insurance shall be provided on any demolition, blasting, excavating, shoring or similar operation on an "if any" basis.

600.3.3 Bodily Injury Liability limits shall be for an amount of no less than One-Million **(\$1,000,000.00)** Dollars for injuries, including wrongful death to any one person and subject to the same limit for each person, in an amount of not less than One-Million **(\$1,000,000.00)** Dollars on the account of any one occurrence.

600.3.4 Property Damage Liability Insurance in an amount of not less than One-Million **(\$1,000,000.00)** Dollars per occurrence with General Liability extended to provide "Broad Form Property Damage Liability" and in an amount of not less than **Two-Million Five-Hundred Thousand (\$2,500,000.00) Dollars aggregate** for damage on account of all occurrences.

600.3.5 Any combination of underlying Comprehensive General/Automobile Liability coverage with Umbrella/Excess Liability coverage which provides **no less than Two-Million Five-Hundred Thousand (\$2,500,000.00) Dollars** Single Limit Bodily Injury & Property Damage Liability Insurance for the Contractor will also be acceptable.

600.4 Not used

600.5 The Policies as listed in the paragraph's 600.1 through 600.4 shall all contain the following special provisions:

- * *The Contractor agrees that written notice will be mailed to the City thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy with respect to the Contract involved.*
- * *The Contractor shall submit evidence of such insurance to the Board with the executed contract in the form of a Certificate of Insurance, naming the City of Hillsboro as the Certificate holder.*

600.5.1 The maintaining of such insurance as outlined herein shall in no way constitute a waiver of legal liability for damage to an adjoining property or their contents or the work of others.

600.5.2 Should any liability arise as a result of the action of the Contractor, subcontractors, or employees for which there is insufficient insurance coverage, the Contractor agrees to indemnify, defend, and hold the City, harmless from any liability or judgment (including reasonable attorney's fees and litigation expenses) and losses.

SECTION 700 PAYMENTS, RETAINAGE, AND FINALITIES

700.1 Payroll Records - Payroll records kept in accordance with Section 4115.07, of the Ohio Revised Code and shall be open to inspection of authorized representatives or officials of Highland City, Ohio. The contractor shall furnish the City with an affidavit every thirty (30) days during the construction period stating that all employees and sub-contractors performing services on this project have been paid the prevailing rate of wages as certified by the Department of Industrial Relations provided by Chapter 4115 of the Revised Code of the State of Ohio.

- 700.1.1** The Contractor furnishes upon the request of the City prior to any partial payment(s) an affidavit IAW ORC 1311 (Mechanics Liens) listing money owed or paid to all subcontractors, laborers, or materialmen, and the Board, upon receipt of said affidavit, may, in its discretion, disburse appropriate sums owing as indicated directly to subcontractor's, material, men, and laborers, with the balance being remitted to the Contractor.
- 700.2 Retainage** - Partial payments to the Contractor for labor performed under either a unit price or lump sum price contract shall be made at the rate of ninety-two (92) percent of the estimates prepared by the Contractor and approved by the City. All labor performed after the project is fifty (50) percent complete shall be paid for at the rate of one-hundred (100) percent of the estimates submitted by the Contractor and approved by the Engineer. The aforementioned requirements are pursuant to Section 153.13 of the Ohio Revised Code.
- 700.3 Final Cleaning Up** - Upon completion of the work and before acceptance and final payments shall be made, the Contractor shall clean the roadway, borrow pits, stream channels and banks within the right-of-way at drainage structures, and all ground occupied by the Contractor in connection with the work, of all rubbish, excess materials, false work, temporary structures and equipment, and all parts of the work shall be left in a neat and presentable condition satisfactory to the Engineer. All land on which a temporary easement existed shall be returned to its preconstruction condition by the Contractor, the expense of which is included in the amount of this contract.
- 700.4 Final Inspection** - Wherever the work provided and contemplated by the Contractor has been satisfactorily completed and the final cleaning up performed, the City shall, within ten (10) days, unless otherwise provided, make the final inspection.
- 700.5 Final Payments** - The City shall, as soon as possible after the completion of the entire work, certify such completion and shall pay the entire sum so found to be due hereunder, after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained, under the provisions of this contract. All prior partial estimates and payments shall be subject to correction in the full settlement.
- 700.6 Payment of Total Costs to be Final Settlement of all Claims of the Contractor** - The City shall pay, and the Contractor shall receive, the sum herein stipulated as full compensation for everything furnished and done by the Contractor under this contract, including all incidental work required but not specifically mentioned, and also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the weather, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of any description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work, as herein specified, and for well and faithfully completing the work, and whole thereof, as herein provided, together with remedying all defects developing during the period for which the work is guaranteed. Final payment by the City does not release the Contractor for any defects in construction, workmanship, or materials which could not have been ascertained by reasonable inspection.
- 700.7 Last Payment to be Final** - Before the final estimate is allowed, the City will require the Contractor to submit an affidavit showing that all claims and obligations arising in connection with the performance of the contract to include, but limited to, money owing to subcontractors, materialmen, or laborers have been satisfactorily settled. This requirement also includes an affidavit from any subcontractor(s) employed on the project. The acceptance by the Contractor of the last payment as aforesaid shall operate as and shall be a release to the City and agents thereof for all claims and liability to the Contractor for anything done or furnished for, or relating to the work, or for any act or neglect of the City, or of any person relating to or affecting the work.
- 700.8 Construction Funds Held in Trust.** Contractor agrees that all funds it receives from City for the performance of this Contract shall be held in trust by Contractor for the benefit of all its Subcontractors, suppliers, laborers, and materialmen, and Contractor shall not itself have any interest in such funds until all these obligations have been satisfied in full. Contractor further agrees that any funds received

shall be used exclusively for the prosecution of the Project Work, and none will be diverted to satisfy other obligations of Contractor. The City does not have an obligation to pay or see to the payment of money to any subcontractor or supplier.

SECTION 800 CLOSE-OUT PROCEDURE

800.1 not used.

800.2 not used

800.3 not used

800.4 Upon receipt of the Contractor's Final Application and other required material, the City shall verify its completeness and/or correctness. Incomplete or incorrect items shall be returned to the Contractor for corrections and resubmitted.

800.5 When the City can certify that all Work under the Contract is complete and the Contractor has submitted all required items, he shall include the Contractor's Final Application on the "Final Certificate for Payment" and submit it to the City.

800.6 not used

800.7 The City shall approve the "Final Certificate for Payment," deleting any unacceptable Contracts or Contractors. Final checks shall then be distributed by the City as required by the Contract Documents.

800.8 not used

SECTION 900 SAFETY

900.1 The contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He/she will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

900.2 Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety protection. He/she will notify owners of adjacent utilities when prosecution of the work may affect them.

900.3 The contractor shall maintain at his/her office or other well-known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured at the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

900.4 Lights, signs and barricades shall be used to maintain traffic and safety for vehicular and pedestrian traffic during the course of this contract in accordance with the specifications.

900.5 not used

SECTION 1000 MISCELLANEOUS

1000.1 Permits. The Contractor is responsible for obtaining and paying for all necessary permits and licenses from the proper authorities. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the Owner in writing.

1000.2 Course of Conduct. No course of conduct or dealing between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the City has been unjustly enriched by an alteration or addition to the Work, whether or not such unjust enrichment to the work or the City in fact exists, shall form the basis of any claim for an increase in the Contract Sum or any amount due under the Contract Documents, or a change in the Contract Time. Any claim not made in compliance with the provisions of the Contract, including but not limited to sections 500.4 and 500.5 herein, is waived.

1000.3 Disputes.

1000.3.1 - All claims, disputes, or other controversies between City and Contractor arising out of or relating to the Contract or the breach thereof shall be decided by litigation in the Highland County Court of Common Pleas, which shall have exclusive jurisdiction to hear and determine any such claims, disputes, or other controversies.

1000.3.2 - The Contract shall be governed by the law of the State of Ohio, without regard to principles of conflicts of laws.

1000.3.3 - Notwithstanding any claim, dispute or other controversy between the City and Contractor, or between Contractor and its subcontractor(s), it shall be the responsibility of Contractor to continue to prosecute all of the Work and perform all of its services diligently and in a good and workmanlike manner in conformity with the Contract.

1000.3.4 - In any litigation between City and Contractor arising out of or relating to the Contract or the breach thereof, City shall recover all reasonable attorney's fees and costs, court costs and fees, and expert witness fees and expenses incurred.

1000.4 Jointly Drafted - The parties acknowledge that each party and, if it so chooses, its counsel have reviewed this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract and any amendments or exhibits thereto.

1000.5 Interest - Amounts due and unpaid Contractor under this Agreement shall accrue interest at the rate of three percent per annum, commencing sixty (60) days after such amounts were due.

1000.6 No third-party beneficiaries. Nothing in this Contract is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

1000.7 Severability - If any portion of this Contract is determined to be void, voidable or illegal, such portion shall be deemed severed from the other portions that are not void, voidable or illegal and (a) such other portions shall be enforceable in accordance with their terms; and (b) the severed provision shall be substituted by a valid provision which most closely approximates the intent and purpose of the severed provision and which would be enforceable to the maximum extent permitted by law.