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WORTON PARK NEIGHBORHOOD PHASE III-CULVERT REPLACEMENT PROJECT
MAYFIELD VILLAGE
DECEMBER 2026

MAYFIELD VILLAGE
STANDARD CONDITIONS
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MAYFIELD VILLAGE
DEFINITIONS

1. Addenda or Addendum - A written or graphic instruction issued prior to the opening of bids, which modifies the bid form or results in additional bid items or changes the unit quantities. Clarifications assist in the interpretation the Contract Documents and are not considered to be addenda. Once issued, addenda and clarifications become part of the Bid Documents.

2. Alternate - A proposed change in the Work described in the Contract Documents providing the Village with an option to select between alternative materials, products or systems, or to add or delete portions of the Work.

3. Alternative Dispute Resolution - A method of resolving disputes other than arbitration or litigation.

4. Application for Payment - The form furnished by the Village that is to be used by the Contractor in requesting progress payments and which when signed by the Contractor shall serve as an affidavit that payments requested are in proportion to the Work completed as shown by the Contract Cost Breakdown and that payments previously paid by the Village have been applied by the Contractor to discharge in full all of Contractor's obligations incurred in connection with the Work covered by all prior Applications for Payment.

5. Approved Equal - Article, device, material, equipment, form of construction or other item proposed by the **Contractor** and approved by the Engineer for incorporation or use in the Work as being equivalent to essential attributes of a Standard specified in the Contract Documents.

6. As-Built Drawings - Drawings or computer files revised by the Contractor to show changes made during the construction process.

7. Authorized Representative - The Mayor of the Village or the Mayor’s designee.

8. Base Bid - The amount of money stated in a bid as the sum for which the Bidder offers to perform the Work described in the Contract Documents, exclusive of adjustments for Alternates.

9. Bid Form - The form furnished by the Village that is to be completed, signed and submitted containing the Bidder's bid.

10. Bidder - A Person who submits a bid for a contract with the Village.

11. Bid Guaranty - Bid bond or other instrument of security furnished by the Bidder to provide assurance that the Bidder will execute the Contract Form.

12. Bond - Performance and payment bond or other instrument of security, furnished by the Contractor and the Contractor’s Surety to provide assurance that the Contractor will perform the Contract and make required payments.

13. Bridge - A structure, including supports, erected over a depression or an obstruction, as water, highway, or railway, and having a track or passageway for carrying traffic or other moving loads and having a length measured along the center of the Roadway of more than 3.048 m (10 feet) between undercopings of abutments or extreme limits of openings for multiple boxes. *Length*. The length of a Bridge structure is the over all length measured along the centerline of Roadway of the surface of the Roadway. *Roadway width*. The clear width measured at right angles to the longitudinal centerline of the Bridge between the bottom of curbs or guard timbers or, in the case of multiple heights of curbs, between the bottoms of the lower risers. For curb widths of 0.3 m (1 foot) or less, the Roadway width shall be measured between the parapets or railings.

14. Building Department - **Mayfield Village** Building Commissioner.

15. Bulletin - A document issued by the Engineer after the execution of the Contract Form requesting a Proposal from the Contractor which, if approved as provided in the Contract Documents, will cause the execution of a Change Order to modify, amend or alter the Contract Documents. The Bulletin becomes a part of the Contract Documents when a Change Order related to the Bulletin is issued.

16. Change Order - A document recommended by the Engineer and authorized by the Authorized Representative or the Village Council, as applicable, issued after execution of the Contract Form, which authorizes a change in the Work or an adjustment or alteration in the Contract Price or the time for Contract Completion.

17. Village - Mayfield Village, an Ohio municipal corporation.

18. Claim Affidavit - A sworn document containing a claim on funds that are due to a Contractor, created by statute in favor of a Person supplying labor, materials or services for the value of labor, materials or services supplied.

19. Conduit - Any pipe or similar passageway for electric, gas, water or other utility.

20. Construction Budget - The total amount budgeted by the Village for the Contracts required for the Project.

21. Construction Schedule - The schedule for the construction of the Project showing the time for completing the Work, the planned sequence for performing the Work, the Contractor's resource loading curve and the interrelationship between the activities of the Contractor, the Engineer and the Village.

22. Contract - The agreement between the Village and the Contractor as set forth in the Contract Documents.

23. Contract Completion - The date upon which all deficiencies noted in the Punch List have been corrected, the Contractor's Work is 100% complete, and the Contractor has complied with all conditions precedent to final payment and release of retainage.

24. Contract Documents - Collectively, the Drawings, Specifications, Addenda, Definitions, Notice to Bidders, Instructions to Bidders, Equal Opportunity Requirements, Bid Form, Bidder's Affidavit, Bid Guaranty, Substitution Sheet, Contract Form, Bond, General Conditions, Wage Rates and Special Conditions, Change Orders and approved Shop Drawings, if any.

25. Contract Form - The form furnished by the Village that, when completed and signed by the Contractor and the Village, evidences the entry into the Contract.

26. **Contract Price – The amount stated on the Contract Form to be paid by the Village to the Contractor for the work performed under this Contract, and which does not include the cost of construction observation and construction staking performed by the Village Engineer. The Contract price is the maximum amount payable to the Contractor without a Change Order.**

27. Contractor - A Person with whom the Village has entered into a Contract for the performance of Work on the Project in cooperation with other Persons and in accordance with the Contract Documents.

28. Culvert - Any Structure not defined as a Bridge, which provides an opening under a Roadway.

29. Day - Calendar day, unless otherwise expressly specified to mean a working or business day.

30. Defective - When modifying the word Work, refers to Work that does not conform to the Contract Documents, or does not meet the requirements of any applicable statute, rule or regulation, inspection,

reference standard, test or approval, or has been damaged prior to the Engineer's recommendation of final payment, unless responsibility for the protection thereof has been expressly assumed by the Village, or that is not free from defects in workmanship, material or equipment during the period of a Guarantee.

31. Drawings - The graphic and pictorial portions of the Contract Documents, showing the design, type of construction, location, dimension and character of the Work to be provided by the Contractor, generally including Plans, elevations, sections, details, schedules, diagrams, notes and Specifications, in whole or in part.

32. Engineer – **Also known as the Village Engineer, being Thomas Cappello, P.E., P.S.,** or his authorized representative.

33. Final Acceptance - The Village's acceptance of the Work from the Contractor upon certification by the Engineer of Contract Completion.

34. Final Inspection - Final review of the Work of the Contractor by the Engineer to determine whether certification of Contract Completion is appropriate.

35. Guarantee - Legally enforceable assurance, for a period after Contract Completion, of quality or performance of the Contractor's workmanship, material and equipment.

36. Liquidated Damages - The sum established in the Contract Documents as the predetermined measure of damages to be paid to the Village due to the Contractor's failure to complete the Work, or portions thereof, within a stipulated time.

37. Maintenance Bond - Bond furnished by the Contractor and the Contractor's Surety to provide assurance that the Contractor will perform the Guarantee as provided in Paragraph GC 11.3.

38. Material Supplier - A Person who furnishes materials and supplies for Work on the Project.

39. Notice of Intent to Award - The notice provided to the apparently successful Bidder stating that upon satisfactory compliance with all conditions precedent for execution of the Contract Form, within the time specified, the Village intends to execute a Contract Form with the Bidder.

40. Notice of Commencement - The notice prepared by the Village identifying the Project, the Contractor, the Surety for the Contractor and the name of the Authorized Representative upon whom a Claim Affidavit may be served.

41. Notice to Proceed - A notice provided by the Authorized Representative to the Contractor authorizing the Contractor to proceed with the Work and establishing the date for commencement of the Work.

42. Or Equal - See Approved Equal.

43. OAC - The Ohio Administrative Code.

44. ODOT - The Ohio Department of Transportation.

45. ORC - The Ohio Revised Code.

46. Owner – See Village

47. Partial Use - The stage in the progress of the Work when the Project, or a designated portion thereof, is sufficiently complete in accordance with the Contract Documents so the Village can occupy or utilize the Project, or designated portion thereof, for its intended use.

48. Person - An individual, corporation, business trust, estate, limited liability company, partnership, association or other entity, public or private.
49. Plans - See Drawings.

50. Project - The public improvement to be constructed, of which the Work performed under the Contract Documents may be the whole or a part.

51. Proposal - The offer of the Contractor to complete the Work set forth in a Bulletin or scope of work description.

52. Proposed Equal - Article, device, material, equipment, form of construction or other item proposed by the Bidder for incorporation or use in the Work as being equivalent to essential attributes of a Standard specified in the Contract Documents.

53. Punch List - A list of items of Work to be completed or corrected by the Contractor as a condition precedent to Contract Completion.

54. Record Drawings - Drawings or computer files revised by the Engineer to show the changes made during the construction process, based on the As-Built Drawings furnished by the Contractor to the Engineer.

55. Request for Information - Written request from the Contractor to the Engineer seeking an interpretation or clarification of the Contract Documents.

56. Right-of-way - Land, property, or interest therein, usually in a strip, acquired for or devoted to a Road and includes the Roadway, shoulders or berm, ditch and slopes extending to the Right-of-way limits under control of the Village.

57. Road - A public way for purposes of vehicular travel, including the entire area within the Right-of-way.

58. Roadbed - The graded portion of a Road within top and slide slopes, prepared as foundation for the pavement structure and shoulder.

59. Roadside - The areas between the outside edges of the Shoulders and Right-of-way boundaries. Unpaved median areas between inside shoulders of divided highways and infield areas of interchanges are included.

60. Roadside Development - Those items necessary to the complete Road which provide for the preservation of landscape materials and features; the rehabilitation and protection against erosion of all areas disturbed by construction through seeding, sodding, mulching and the placing of other ground covers; such suitable planting and other improvements as may increase the effectiveness and enhance the appearance of the Road.

61. Roadway- The portion of a Road within the limits of construction.

62. Samples - Physical examples furnished by the Contractor to illustrate materials, equipment or workmanship and to establish Standards by which the Work will be judged.

63. Schedule of Values - See Contract Cost Breakdown.

64. Sewer - Pipe or Conduit intended for carrying storm drainage or sanitary drainage.

65. Shop Drawings - Drawings, diagrams, illustrations, schedules, performance charts, brochures, catalog data and other data specially prepared or provided by the Contractor, a Subcontractor or Material Supplier to illustrate some portion of the Work.

66. Shoulder - The portion of the Road contiguous to the traveled way for accommodation of stopped vehicles, for emergency use, and for lateral support of base and surface courses.

67. Sidewalk - That portion of the Roadway constructed for the use of pedestrians.

68. Special Conditions - Amendments to the Standard Conditions, which describe conditions unique to a particular Project, including without limitation, provisions regarding the assignment of responsibility for refuse removal and for safety and security precautions and programs, regarding traffic maintenance, landscaping, temporary Project facilities and utilities, weather and fire protection, scaffolding and equipment, materials and services to be used by the Contractor and requiring the Contractor to provide assistance in the utilization of any applicable equipment system, preparation of operation and maintenance manuals, and training of Village personnel for operation and maintenance of the Project.

69. Specifications - Those portions of the Contract Documents consisting of the detailed written requirements and standards for materials, equipment, construction systems and workmanship as applied to the Work and certain administrative details applicable thereto.

70. Standard - The items named in the Specifications or Addenda to denote kind, quality or performance requirement for each significant portion of the Work. All bids and Proposals shall be based on the Standards as set forth in the Specifications or Addenda.

71. Standard Conditions - The Village's Standard Conditions for the Project consisting of Definitions, Notice to Bidders, Instructions to Bidders, Equal Opportunity Requirements, Bid Form, Bidder's Affidavit, Bid Guaranty, Substitution Sheet, Contract Form, Bond, General Conditions and Wage Rates.

72. State - The State of Ohio.

73. Street - See Road.

74. Structure - Bridge, Culvert, catch basin, curb inlet, drop inlet, retaining wall cribbing, manhole, endwall, building, curb, pavement, Sewer, water main, service pipe, underdrain, foundation drain and any other features which may be encountered in the Work and not otherwise defined herein.

75. Subcontractor - A Person who undertakes to perform any part of the Work on the Project under a contract with any Person other than the Village.

76. Subgrade - The portion of a Roadbed upon which the pavement structure and Shoulders are constructed.

77. Substitution - An article, device, material, equipment, form of construction, fixture or other item proposed by the Bidder to be used instead of a Standard, but not considered in determining the lowest responsive and responsible Bidder.

78. Substructure - The part of a Structure below the bearings of simple and continuous spans, skewbacks of arches and tops of footings of rigid frames, together with backwalls and wings.

79. Superstructure - The part of a Structure except the Substructure.

80. Surety - A Person providing a Bid Guaranty, Bond or Maintenance Bond to a Bidder or Contractor, as applicable, to indemnify the Village against all direct and consequential damages suffered by failure of the Bidder to execute the Contract Form, the Contractor to perform the Contract and to pay all lawful claims of Subcontractors, Material Suppliers and laborers or to perform the Guarantee, as applicable.

81. Unit Price - An amount stated in the bid as the price per unit of measurement for materials or services described in the Contract Documents, which cost shall include overhead, profit and any other expense for the Work. **This price shall remain fixed throughout the duration of the Contract**.

82. Warranty - Legally enforceable assurance for the specified duration from Final Acceptance of quality or performance of materials or equipment.

83. Work - The construction services required by the Contract Documents, to include all labor, materials, equipment and services performed or provided by the Contractor for the Project.

MAYFIELD VILLAGE
NOTICE TO BIDDERS

Sealed bids will be received by MAYFIELD VILLAGE, at the Village Hall at 6622 Wilson Mills Road, Mayfield Village, Ohio 44143, until Wednesday, December 16, 2026 at 10:00am (ten), Local Time and will be opened and read publicly immediately thereafter, for furnishing the material and performing the labor for the execution of the:

WORTON PARK NEIGHBORHOOD PHASE II-CULVERT REPLACEMENT PROJECT
in accordance with the Plans and Specifications prepared by Stephen Hovancsek & Associates, Inc. (the "Engineer"), on file for review and available for purchase in its offices, Two Merit Drive, Richmond Heights, Ohio 44143.

CONTRACT	ESTIMATE
WORTON PARK NEIGHBORHOOD PHASE II-CULVERT REPLACEMENT PROJECT	**$2,200,000.00**

The Instructions for Bidders, Bid Form, Contract Form, Plans, Specifications, Bid Guaranty, Bond and other Contract Documents may be examined at the following offices:

Stephen Hovancsek & Associates, Inc.
Two Merit Drive
Richmond Heights, Ohio 44143

Copies of the Contract Documents, together with any further information desired, may be obtained from the Village's Engineers Office. All Bids must be submitted on the forms purchased from the Village to be considered responsive. All Contract Documents will be forwarded upon receipt of a nonrefundable deposit in the amount of **$300.00** per set plus COST per set for postage in favor of the Stephen Hovancsek & Associates, Inc..

All questions should be directed to the Village Engineer, Thomas Cappello, P.E., P.S.., at Stephen Hovancsek & Associates, Inc., Two Merit Drive, Richmond Heights, Ohio 44143, phone (216) 731-6255, fax (216) 731-4483. Email: tcappello@hovancsek.com

Any Proposed Equal for a Standard shall be submitted to the Engineer not later than **7** days prior to the bid opening. If no Addendum is issued accepting the Proposed Equal as an Approved Equal, the Proposed Equal shall be considered rejected.

MAYFIELD VILLAGE
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Article 1 - CONTRACT INFORMATION

1.1 PROJECT SCHEDULING AND COORDINATION

1.1.1 The time for completion of the Project shall be **300 days** and shall be applicable to the Bidders.

1.1.2 The Engineer shall be responsible for administration of the Contract and providing other services identified in the Contract Documents. Critical path scheduling methods shall be utilized for all Projects where the Engineer's estimate exceeds $500,000 unless waived in writing by the Authorized Representative.

1.1.3 The Contractor shall cooperate with the Engineer to minimize interference, disruption, hindrance or delay of any Work on the Project.

1.1.4 The Bidder agrees that the Bidder will make no claim against the Village for additional compensation or mitigation of Liquidated Damages for any interference, disruption, hindrance or delay, and will accept as full satisfaction an extension of time, which may be provided by the Village in accordance with the Contract Documents. This provision is intended to be, and shall be construed as consistent with, and not in conflict with, Section 4113.62, ORC, to the fullest extent permitted.

1.2 GIVING NOTICE

1.2.1 Whenever any provision of the Contract Documents requires the giving of notice, such notice shall be deemed to have been validly given if delivered personally to the individual or to a member of the entity for whom the notice is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address of such individual or entity known to the giver of the notice.

1.2.1.1 All notices provided to the Bidder by the Engineer shall be copied to the Authorized Representative.

1.2.1.2 All notices provided to the Engineer by the Bidder shall be copied to the Authorized Representative.

1.2.1.3 All notices provided to the Authorized Representative by the Bidder shall be copied to the Engineer.

1.2.2 When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first, and include the last, day of such period. If the last day of any such period falls on a Saturday, Sunday or a legal holiday, such day will be omitted from the computation and such period shall be deemed to end on the next succeeding day which is not a Saturday, Sunday or legal holiday.

1.2.3 Any notice required to be given under the Contract Documents may be given by facsimile transmission or electronic mail, provided the original signed notice is delivered within two (2) days after the facsimile transmission or electronic mailing.

ARTICLE 2 - BIDDING PROCEDURES

2.1 EXAMINATION OF CONTRACT DOCUMENTS AND PROJECT SITE

2.1.1 The Bidder shall examine all Contract Documents, including without limitation the Drawings and Specifications for all divisions of Work for the Project, noting particularly all requirements, which will affect the Bidder's Work in any way.

2.1.2 Failure of a Bidder to be acquainted with the amount and nature of Work required to complete any of the Work, in conformity with all requirements of the Project as a whole wherever set forth in the Contract Documents, will not be considered as a basis for additional compensation.

2.1.3 The Bidder shall examine and evaluate the Project site and related Project conditions where the Work will be performed, including without limitation the following:

2.1.3.1 The condition, layout and nature of the Project site and surrounding area;

2.1.3.2 The availability and cost of labor;

2.1.3.3 The availability and cost of materials, supplies and equipment;

2.1.3.4 The cost of temporary utilities required;

2.1.3.5 The cost of any permit or license required by a local or regional authority having jurisdiction over the Project;

2.1.3.6 The generally prevailing climatic conditions;

2.1.3.7 Conditions bearing upon transportation, disposal, handling, and storage of materials and waste.

2.1.4 Unless otherwise specified in the Contract Documents, borings, test excavations and other subsurface information or information about concealed physical conditions, if any, are provided solely to share information available to the Village and any use of, or reliance upon, such items by the Bidder is at the risk of the Bidder. The Village has no responsibility for subsurface or other concealed conditions. The Bidder shall be afforded access to examine the Project site and to obtain the Bidder’s own borings, test excavations and other subsurface information or information about concealed physical conditions upon request made not less than seven (7) days prior to opening of the bids. No part of the Contract Documents shall be deemed to show actual or anticipated subsurface or concealed physical conditions or are to be relied upon by the Bidder as permitting any particular means, method or manner of construction with respect to such conditions.

2.1.5 The Bidder shall correlate the Bidder’s examination of the Contract Documents with the Bidder’s examination and evaluation of the Project site and related Project conditions.

2.2 PRE-BID MEETING

2.2.1 Pre-bid Meetings will be held as determined by the Engineer as set forth in the Special Conditions.

2.2.2 The Bidder is strongly encouraged to attend the pre-bid meeting, where the Engineer will answer questions regarding the Contract Documents.

2.2.3 The Engineer shall prepare minutes of the pre-bid meeting, which will be provided to a Bidder upon request.

2.2.4 Failure of the Bidder to attend the pre-bid meeting, which results in the Bidder not being fully acquainted with the requirements of the Project, will not be considered as a basis for additional compensation.

2.2.5 If not given in the Notice to Bidders, notice of the time and place of any pre-bid meeting to be held will be given by the Engineer to each Person of record holding Contract Documents.

2.3 INTERPRETATION

2.3.1 If the Bidder finds any perceived ambiguity, conflict, error, omission or discrepancy on or between any of the Contract Documents, including without limitation the Drawings and Specifications, or between any Contract Documents and any applicable provision of law, the Bidder shall submit a written request to the Engineer for an interpretation or clarification.

2.3.1.1 The Bidder shall be responsible for prompt delivery of such request.

2.3.1.2 In order to prevent an extension of the bid opening, the Bidder **shall** make all requests for interpretation or clarification a minimum of **three (3) days** before the bid opening **date**.

2.3.2 If the Engineer determines that an interpretation or clarification is warranted, the Engineer shall issue an Addendum or a Clarification as they deem appropriate, and provide a copy to each Person of record holding Contract Documents via FAX or email.

2.3.3 Any interpretation or clarification of the Contract Documents made by any Person other than the Engineer, or in any manner other than a written Addendum or Clarification, shall not be binding and the Bidder shall not rely upon any such interpretation or clarification.

2.3.4 The Bidder shall not, at any time before or after the execution of the Contract Form, be compensated for a claim alleging insufficient data, incomplete, ambiguous, conflicting or erroneous Contract Documents, any discrepancy on or between Contract Documents or incorrectly assumed conditions regarding the nature, extent or character of the Work, if no request for interpretation or clarification regarding such matter was made by the Bidder prior to the bid opening.

2.4 STANDARDS

2.4.1 The articles, devices, materials, equipment, forms of construction, fixtures and other items named in the Specifications to denote kind, quality or performance requirement for each significant portion of the Work shall be known as Standards and all bids shall be based upon those Standards.

2.4.2 Where two or more Standards are named, the Bidder may furnish any one of those Standards.

2.4.3 Items, which are not Standards, may be used only if accepted pursuant to the requirements of paragraph IB 2.5.

2.5 PROPOSED EQUALS AND SUBSTITUTIONS

2.5.1 If the Bidder proposes to use an article, device, material, equipment, form of construction, fixture or item other than those Standards named in the Specifications, the Bidder shall certify that the item is equal in quality, and in all aspects of performance and appearance, to the Standards specified.

2.5.2 In addition, the Bidder shall submit information to the Engineer not later than seven (7) days prior to the bid opening, which information shall include:

2.5.2.1 The name and a complete description of the Proposed Equal, including Drawings, performance and test data, and other information necessary for a complete evaluation of the Proposed Equal;

2.5.2.2 A statement setting forth any changes which the Proposed Equal will require in the Contract Documents or the Project.

2.5.3 If the Engineer approves the Proposed Equal as a Standard, the Engineer shall issue an Addendum to that effect to each Person of record holding Contract Documents.

2.5.4 If the Engineer does not approve the Proposed Equal as a Standard, the Engineer shall inform the Bidder of the disapproval in writing, no later than 96 hours prior to the bid opening, excluding Saturdays, Sundays and legal holidays, stating the reason for the disapproval, which decision shall be final. The Engineer shall have the discretion to reject a Proposed Equal for the reason that the Bidder failed to provide sufficient information to enable the Engineer to completely evaluate the Proposed Equal without delaying the scheduled bid opening.

2.5.5 If no Addendum is issued approving the Proposed Equal as a Standard, the Bidder may list the item on the Substitution Sheet in accordance with the following paragraph.

2.5.6 A Bidder desiring consideration for the use of an article, device, material, equipment, form of construction, fixture or item other than those Standards named in the Specifications or an Addendum shall submit a proposal for the substitution of same for the applicable Standard, using the Substitution Sheet attached to the Bid Form and listing, for each proposed substitution: the Standard specified, the substitution, and the change in bid amount, (or indicate no change, if applicable). The name and a complete description including Drawings, performance and test data, and other information necessary for a complete evaluation of each substitution shall be furnished to the Engineer by the Bidder promptly upon request.

2.5.7 Any substitution accepted by the Village must be incorporated in the Contract in writing.

2.5.8 Substitutions shall not be considered in determining of the lowest responsive and responsible Bidder but may be considered in rejecting all bids. **If the Bidder proposes an or equal substitution they must also complete the Bid Form in full and provide a price for the item in question, as specified.**

2.6 BID FORM

2.6.1 Each bid shall contain the name of every Person interested therein, be submitted on the Bid Form and be sealed in an envelope clearly marked as containing a bid, indicating the Project name, the date and time of the bid opening and the Contract or scope of Work, if applicable, on the envelope.

2.6.1.1 Any change, alteration or addition in the wording of the Bid Form may cause a bid to be rejected as non-responsive.

2.6.1.2 Unless the Bidder withdraws the bid as provided in Article IB 4, the Bidder will be required to comply with all requirements of the Contract Documents, regardless of whether the Bidder had actual knowledge of the requirements and regardless of any statement or omission made by the Bidder, which might indicate a contrary intention.

2.6.2 The Bidder shall fill in all relevant blank spaces in the Bid Form in ink or by typewriting or printing and not in pencil.

2.6.2.1 The Bidder shall show the final total amount of the Base Bid and the amounts of any Alternates in both words and figures. When the Bidder's intention and the meaning of the words are clear, omissions or misspellings of words will not render the words ambiguous. Where there is a conflict between the separate amounts for Labor and Materials and the total thereof, the separate amounts shall govern and a corrected total shall be used for the comparison of the bids.

2.6.2.2 Any alteration or erasure of items filled in on the Bid Form shall be initialed by the Bidder in ink.

2.6.3 When an Alternate is listed on the Bid Form, the Bidder shall fill in the applicable blank with an increased or decreased bid amount. The Village reserves the right to accept or reject any or all bids on Alternates, in whole or in part, and the right to reject any Alternate or Alternates and to accept any remaining Alternate or Alternates. Alternates may be accepted or rejected in any order.

2.6.3.1 If no change in the bid amount is required, indicate "No Change" or $0 dollars.

2.6.3.2 Failure to make an entry or an entry of "No Bid," "N/A," or similar entry for any Alternate may cause the bid to be rejected as non-responsive only if that Alternate is selected.

2.6.3.3 If an Alternate is not selected, an entry as listed in paragraph IB 2.6.3.2 on that Alternate will not, by itself, render a bid non-responsive.

2.6.4 If the Bidder is a corporation, limited liability company, partnership or sole proprietorship, an officer, member, partner or principal of the Bidder, as applicable, shall print or type the legal name of the Bidder on the line provided and **sign the Bid Form**. If the Bidder is a joint venture, an officer, partner or principal, as applicable, of each member of the joint venture shall print or type the legal name of the applicable member on the line provided and sign the Bid Form on behalf of that member. All signatures must be original.

2.6.5 Subject to the provisions of this paragraph IB 2.6, the completed Bid Form of the Bidder with whom the Village executes a Contract Form shall be incorporated into the Contract Form as if fully rewritten therein.

2.7 REQUIRED SUBMITTALS WITH BID FORM

2.7.1 A bid shall be rejected as non-responsive if the Bidder fails to submit the following submittals with the Bid Form in a sealed envelope:

2.7.1.1 A Bid Guaranty as provided in Article IB 6 meeting the requirements of Section 153.54 to 153.571, ORC;

2.7.1.2 Power of Attorney of the agent signing for the Surety.

2.7.1.3 An executed Bidder's Affidavit in the form provided.

2.8 UNIT PRICES

2.8.1 When Unit Prices are requested on the Bid Form, any scheduled quantities listed by the Village are to be considered as approximate and are to be used only for the comparison of bids for purposes of award of the Contract and to determine the maximum quantity to be provided without a Change Order.

2.8.2 Unless otherwise specified in the Contract Documents, the totals or extensions of Unit Prices set forth shall include all materials, equipment, labor, insurance, delivery, installation, overhead, profit and any other cost or expense, in connection with or incidental to, the performance of that portion of the Work to which the Unit Prices apply. The Bidder shall submit Unit Prices for all items listed unless other instructions are stated on the Bid Form.

2.8.3 Where there is a conflict between a Unit Price and any total or extension thereof made by the Bidder, the Unit Price shall govern and a corrected extension of such Unit Price shall be made and such corrected extension shall be used for the comparison of the bids and to determine the maximum quantity to be provided without a Change Order.

2.8.4 The Bidder agrees that the Village may increase, decrease or delete entirely the scheduled quantities of Work to be done and materials to be furnished after execution of the Contract Form without invalidating the Contract.

2.8.5 Payments, except for lump sum items in Unit Price Contracts, will be made to the Contractor only for the actual quantities of Work performed or materials furnished in accordance with the Contract Documents, but not in excess of the maximum set by the scheduled **quantities unless directed to do so by the Engineer. Compensation for such additional amounts will be paid at the Contract Unit Price for that item, from the Discretionary Monies. If Discretionary Monies are not provided in the Contract, then** the Contractor must obtain a Change Order prior to performing Work or furnishing materials in excess of the scheduled quantities in order to be compensated for the excess.

2.9 CHANGE IN THE BID AMOUNT

2.9.1 Any change to a previously submitted bid shall be made in writing and must be received by the Village before the time scheduled for the bid opening, as determined by the employee or representative of the Village designated to open the bids.

2.9.2 Changes shall provide an amount to be added to or subtracted from the bid amount, so that the final bid amount can be determined only after the sealed envelope is opened.

2.9.3 If the Bidder's written instruction reveals the bid amount in any way prior to the bid opening, the bid may be rejected as non-responsive.

2.10 PRICE INFORMATION

2.10.1 The Bidder shall include all of the following in its Base Bid:

2.10.1.1 All labor, materials, equipment and services necessary for the Project in accordance with the Contract Documents.

2.10.1.2 All assistance required by the Engineer to verify compliance with the Contract Documents, including measuring for quantities.

2.10.1.3 All Project coordination, scheduling and permits.

2.10.1.4 All provisions necessary, including without limitation maintenance of traffic, to protect workers, the general public and property along the Work limits in accordance with the Contract Documents.

2.10.1.5 All erosion control measures required by the Contract Documents.

2.10.1.6 An allowance **as specified on the Bid Proposal sheets** as a discretionary item to be utilized as directed by the Engineer and the Village for unscheduled Work items not included on the Bid Form.

2.10.1.7 All construction field staking, saw cutting of pavement, excavation and disposal of asphalt, concrete, base material, berm material, sod, soil, installation of filter fabric, compacted base material, concrete, brick pavers, bollards, landscaping, cleanup and all other necessary items whether specifically mentioned or not.

2.10.1.8 Removal, storage, replacement and relocation of all traffic signs and posts as directed by the Engineer.

2.10.1.9 The cost of supporting, relocating, or repairing all water and sewer service connections and public utilities encountered or damaged within the project work area as set forth in article 2.3 of the General Conditions.

2.11 COPIES OF THE DRAWINGS AND SPECIFICATIONS

2.11.1 The Engineer shall maintain one (1) complete set of approved Drawings and Specifications.

2.11.2 Unless otherwise specified in the Contract Documents, the Engineer shall furnish to the Contractor, free of charge, up to seven (7) sets of Drawings and Specifications if the Contract Price is $500,000 or less, and up to 10 sets of Drawings and Specifications if the Contract Price is in excess of $500,000.

2.11.3 The Contractor may obtain additional copies of the Contract Documents from the Engineer, upon request, at the cost of reproduction, if any.

ARTICLE 3 - BID OPENING AND CONSIDERATION OF BIDS

3.1 DELIVERY OF BIDS

3.1.1 It is the responsibility of the Bidder to submit the bid at the office designated by the Village for the opening bids prior to the time scheduled for bid opening.

3.1.2 If the bid envelope is enclosed in another envelope for the purpose of delivery, the exterior envelope shall be clearly marked as containing a bid with the Project name, applicable Contract and the date and time of the bid opening shown on the outer envelope.

3.1.3 No bid shall be considered if it arrives after the time set for the bid opening, as determined by the employee or representative of the Village designated to open the bids.

3.2 BID OPENING

3.2.1 Sealed bids will be received at the office designated in the Notice to Bidders until the time stated when all bids will be opened, read and the tabulation made public.

3.2.2 The public opening and reading of bids is for informational purposes only and is not to be construed as an acceptance or rejection of any bid submitted.

3.2.3 The contents of the bid envelope shall be a public record and open for inspection, upon request, at any time after the bid opening.

3.3 BID OPENING EXTENSION

3.3.1 If any Addendum is issued within **72** hours prior to the published time for the bid opening, excluding Saturdays, Sundays and legal holidays, the bid opening shall automatically be extended one (1) week, with no further advertising required.

3.4 BID EVALUATION CRITERIA

3.4.1 The Village reserves the right to accept or reject any or all bids, in whole or in part, and reserves the right to reject any bid or bids and to award the Contract to any remaining Bidder the Village determines to be the lowest responsive and responsible Bidder. The Village reserves the right to accept or reject any or all Alternates, in whole or in part, and the right to reject any Alternate or Alternates and to accept any remaining Alternate or Alternates. Alternates may be accepted or rejected in any order.

3.4.2 The Village may reject the bid of any Bidder who has engaged in collusive bidding or been involved in violations of ethics laws as lacking in responsibility.

3.4.3 The Village reserves the right to waive, or to allow any Bidder a reasonable opportunity to cure a minor irregularity or technical deficiency in a bid, provided the irregularity or deficiency does not affect the bid amount or otherwise give the Bidder a competitive advantage. Noncompliance with any requirements of the Contract Documents may cause a bid to be rejected.

3.4.4 If the Village rejects all bids and advertises for other bids, such advertisement will be for such time, in such form and in such newspapers as may be determined by the Village in accordance with applicable law.

3.5 BID EVALUATION PROCEDURE

3.5.1 The Contract will be awarded to the lowest responsive and responsible Bidder as determined in the discretion of the Village or all bids will be rejected in accordance with the following procedures:

3.5.1.1 In determining which Bidder is the lowest, the Village shall consider the Base Bid (Part A), the Cost for Construction Observation as per GC 3.1.1.3, (Part B) and any Alternate or Alternates, which the Village determines to accept. Substitutions shall not be considered.

3.5.1.2 The total of the bids for the accepted Alternate(s) shall be added to the Base Bid for the purpose of determining the lowest Bidder.

3.5.1.3 If two or more Bidders submit the same bid amount and are found to be responsive and responsible, the Village reserves the right to select one Bidder by lot in such manner as the Authorized Representative shall determine, and such selection shall be final.

3.5.2 A Bidder for a Contract shall be considered responsive if the Bidder's bid responds to the Contract Documents in all material respects and contains no irregularities or deviations from the Contract Documents, which would affect the amount of the bid or otherwise give the Bidder a competitive advantage.

3.5.2.1 A Bidder shall be rejected as non-responsive if the Bidder’s bid contains a Bid Guaranty executed by a Surety not licensed in Ohio or a Bid Guaranty that is otherwise determined to be insufficient by the Village.

3.5.2.2 A Bidder may be rejected as non-responsive if the Bidder’s Bid does not contain an executed Bidder’s Affidavit.

3.5.2.3 If the lowest Bidder is not responsive, such Bidder shall be notified according to paragraph IB 3.6.

3.5.3 In determining whether a Bidder is responsible, factors to be considered include, without limitation:

3.5.3.1 Preferences required by law, where applicable;

3.5.3.2 The experience of the Bidder;

3.5.3.3 The financial condition of the Bidder;

3.5.3.4 Compliance by the Bidder and related Persons with ethic laws.

3.5.3.5 The conduct and performance of the Bidder on previous contracts, which shall include, without limitation, compliance with prevailing wage laws;

3.5.3.6 The facilities of the Bidder;

3.5.3.7 The management skills of the Bidder;

3.5.3.8 The ability of the Bidder to execute the Contract properly;

3.5.3.9 The ability of the Bidder to perform at least 51% of the Work itself;

3.5.3.10 The evaluation of a bid below the median of other bids pursuant to paragraph IB 5.2;

3.5.4 The Engineer shall obtain from the lowest responsive and responsible Bidder any information the Authorized Representative deems appropriate to the consideration of factors showing that such bid is the bid of the lowest responsive and responsible Bidder, which may include without limitation the following:

3.5.4.1 Overall experience of the Bidder, including number of years in business under present and former business names;

3.5.4.2 Complete listing of all ongoing and completed public and private construction contracts of the Bidder in the last two (2) years, including the nature, status and value of each contract and a name, address, and phone number for a representative of the owner of each related project;

3.5.4.3 Complete listing of any EPA, OSHA or other regulating entity issues or citations in the last 10 years;

3.5.4.4 Certified financial statement with trade and bank references;

3.5.4.5 Description of relevant facilities of the Bidder;

3.5.4.6 Description of the management experience of the Bidder's project manager(s) and superintendent(s);

3.5.4.7 Complete list of all Subcontractors and Material Suppliers;

3.5.4.8 To support a Bond, a current and signed Certificate of Compliance required under Section 9.311, ORC, issued by the Department of Insurance, showing the Surety is licensed to do business in Ohio;

3.5.4.9 Current Ohio Workers' Compensation Certificate;

3.5.4.10 If the Bidder is a foreign corporation, i.e., not incorporated under the laws of Ohio, a Certificate of Good Standing from the Secretary of State showing the right of the Bidder to do business in the State; or, if the Bidder is an individual or partnership, the Bidder has filed with the Secretary of State a Power of Attorney designating the Secretary of State as the Bidder's agent for the purpose of accepting service of summons in any action brought under Section 153.05, ORC, or under Sections 4123.01 to 4123.94, inclusive, ORC.

If the lowest responsive Bidder is responsible, the Contract shall be awarded to such Bidder unless all bids are rejected.

3.5.5 If the lowest responsive Bidder is not responsible, and all bids are not rejected, the Village shall follow the procedure set forth in subparagraph IB 3.5.4 with each next lowest responsive Bidder until the Contract is awarded, all bids are rejected or all responsive Bidders are determined to be not responsible.

3.5.6 The Engineer may obtain the information described in subparagraph 3.5.4 from several Bidders simultaneously, but shall review each Bidder's information separately and not comparatively.

3.5.7 Each Bidder shall provide requested information within such time limits as the Engineer shall establish.

3.6 REJECTION OF BID

3.6.1 If the lowest Bidder is not responsive or responsible, the Village shall reject such bid and the Authorized Representative shall notify the Bidder in writing by certified mail of the finding and the reasons for finding.

3.6.2 A Bidder who is notified in accordance with subparagraph IB 3.6.1 may object to such Bidder's rejection by filing a written protest which must be received by the Authorized Representative within five (5) days of the notification provided pursuant to subparagraph IB 3.6.1.

3.6.3 Upon receipt of a timely protest, the Authorized Representative shall meet with the protesting Bidder to listen to the Bidder's objections.

3.6.3.1 No award of the Contract shall become final until after the Authorized Representative has met with all Bidders who have timely filed protests and the award of the Contract is affirmed by the Village Council.

3.6.3.2 If all protests are rejected in the Village's discretion, the award of the Contract shall be affirmed by the Village Council or all bids shall be rejected.

3.6.3.3 If a protest is not rejected, any procedures for the determination of the lowest responsive and responsible Bidder which have not already been applied to the applicable Bidder shall be completed. If, in accordance with the applicable procedures, such Bidder is determined to be the lowest responsive and responsible Bidder, the Contract shall be awarded to such Bidder and any previous awards shall be reversed or all bids shall be rejected.

3.7 NOTICE OF INTENT TO AWARD

3.7.1 The Village shall notify the apparent successful Bidder that upon satisfactory compliance with all conditions precedent for execution of the Contract Form, within the time specified, the Bidder will be awarded the Contract.

3.7.2 The Village reserves the right to rescind any Notice of Intent to Award if the Village determines the Notice of Intent to Award was issued in error.

ARTICLE 4 - WITHDRAWAL OF BID

4.1 WITHDRAWAL PRIOR TO BID OPENING

4.1.1 A Bidder may withdraw a bid after the bid has been received by the Village, provided the Bidder makes a request in writing and the request is received by the Village prior to the time of the bid opening, as determined by the employee or representative of the Village designated to open the bids.

4.2 WITHDRAWAL AFTER BID OPENING

4.2.1 All bids shall remain valid and open for acceptance for a period of at least 60 days after the bid opening; provided, however that during that period a Bidder may withdraw a bid from consideration if the bid amount was substantially lower than the amounts of other bids, providing the bid was submitted in good faith, and the reason for the bid amount being substantially lower was a clerical mistake, as opposed to a judgment mistake, and was actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of Work, labor or material made directly in the compilation of the bid amount.

4.2.1.1 Notice of a request to withdraw a bid must be made in writing filed with the Authorized Representative within two (2) business days after the bid opening. The Village reserves the right to request that the Bidder submit evidence substantiating the Bidder's request to withdraw the bid.

4.2.1.2 No bid may be withdrawn under paragraph IB 4.2.1 when the result would be the awarding of the Contract on another bid to the same Bidder.

4.2.2 If a bid is withdrawn under paragraph IB 4.2.1, the Village may award the Contract to another Bidder, the Village determines to be the lowest responsive and responsible Bidder or reject all bids and advertise for other bids. In the event the Village advertises for other bids, the withdrawing Bidder shall pay the costs, in connection with the re-bidding, of printing new Contract Documents, required advertising and printing and mailing notices to prospective Bidders, if the Village finds that such costs would not have been incurred but for such withdrawal.

4.2.3 A Bidder may withdraw its bid at any time after the period described in paragraph 4.2.1 by written notice to the Authorized Representative.

4.3 REFUSAL BY VILLAGE TO ACCEPT WITHDRAWAL

4.3.1 If the Village intends to contest the right of the Bidder to withdraw a bid pursuant to paragraph IB 4.2.1, a hearing shall be held by the Authorized Representative within 10 days after the bid opening and an order shall be issued by the Village allowing or denying the claim of such right within five (5) days after such hearing is concluded. The Village shall give the withdrawing Bidder timely notice of the time and place of any such hearing.

4.3.1.1 The Village shall make a stenographic record of all testimony, other evidence, and rulings on the admissibility of evidence presented at the hearing. The Bidder shall pay the costs of the hearing.

4.4 REFUSAL BY BIDDER TO PERFORM

4.4.1 In the event the Village denies the claim for withdrawal and the Bidder elects to litigate or otherwise refuses to perform the Contract, the Village may reject all bids or award the Contract to the next lowest responsive and responsible Bidder, as determined by the Village.

4.5 EFFECT OF WITHDRAWAL

4.5.1 No Bidder who is permitted, pursuant to paragraph IB 4.2.1, to withdraw a bid, shall for compensation supply any material or labor to, or perform any subcontract or other work agreement for, the Person to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the Project for which the withdrawn bid was submitted, without the written approval of the Village.

4.5.2 The Person to whom the Contract is awarded and the withdrawing Bidder shall be jointly liable to the Village in an amount equal to any compensation paid to or for the benefit of the withdrawing Bidder without such approval.

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ARTICLE 5 - BID ESTIMATE

5.1 LIMITS ON AWARD

5.1.1 If the Project is financed by assessments, no Contract shall be entered into if the price of the Contract exceeds the estimate by 15% or more, unless the Village Council determines by a majority vote at a special meeting or its next regular meeting, after public hearing, that the improvement should be made in accordance with Section 727.24, ORC or other applicable law.

5.1.2 If the Project is not financed by assessments, no Contract shall be entered into if the price of the Contract is in excess of 10% above the estimate **unless otherwise permitted by the charter of the municipal corporation.**

5.2 REVIEW OF LOW BID

5.2.1 No Bidder shall be responsible if the Bidder's bid is more than 20% below the median of all higher bids received for a Contract where the estimate is $100,000 or more, and no Bidder shall be responsible if the Bidder's bid is more than 25% below the median of all higher bids received for a Contract where the estimate is less than $100,000, unless the following procedures are followed.

5.2.1.1 The Engineer conducts an interview with the Bidder to determine what, if anything, has been overlooked in the bid, and to analyze the process planned by the Bidder to complete the Work. The Engineer shall submit a written summary of the interview to the Authorized Representative.

5.2.1.2 The Bidder submits to the Village a certified financial statement and a list of recent public contracts, which the Bidder has performed.

5.2.1.3 The Village reviews and approves the Bidder's responsibility pursuant to paragraph IB 3.5.

5.2.1.4 The Village notifies the Bidder's Surety in writing that the Bidder with whom the Village intends to enter a Contract submitted a bid determined to be substantially lower than the median of all higher bids.

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ARTICLE 6 - BID GUARANTY AND CONTRACT BOND

6.1 BID GUARANTY

6.1.1 The Bidder must file with the bid a Bid Guaranty, payable to MAYFIELD VILLAGE, in the form of either:

6.1.1.1 The signed Bid Guaranty and Contract Bond contained in the Contract Documents, for the full amount of the Base Bid plus add Alternates; or

6.1.1.2 A certified check, cashier's check or letter of credit in the amount of 10% of the Base Bid plus add Alternates. Any letter of credit shall be revocable only by the Village.

6.1.2 The Bid Guaranty shall be in form and substance satisfactory to the Village and shall serve as an assurance that the Bidder will, upon acceptance of the bid, comply with all conditions precedent for Contract execution and execute the Contract Form, within the time specified by the Village. ANY BID GUARANTY MUST BE PAYABLE TO MAYFIELD VILLAGE. A BID MAY BE REJECTED IF THE BID GUARANTY IS PAYABLE TO ANY OTHER PERSON.

6.1.3 IF THE BLANK LINE ON THE BID GUARANTY AND CONTRACT BOND IS NOT FILLED IN, THE PENAL SUM WILL AUTOMATICALLY BE THE FULL AMOUNT OF THE BASE BID PLUS ADD ALTERNATES. If the blank line is filled in, the amount must not be less than the full amount of the Base Bid plus add Alternates, stated in dollars and cents. A percentage is not acceptable.

6.1.4 The Bid Guaranty and Contract Bond must be signed by an authorized agent with Power of Attorney from a Surety. The Bid Guaranty and Contract Bond must be issued by a Surety authorized by the Department of Insurance to transact business in Ohio.

6.1.5 The requirements of Section 3905.41, ORC, may be applicable to require the Bid Guaranty and Contract Bond be countersigned by an Ohio resident agent. It is the responsibility of the Bidder to determine whether this requirement is applicable to the Bidder’s Surety.

6.1.6 Bid Guaranties will be returned to all unsuccessful Bidders 75 days after the bid opening. If used, a certified check, cashier's check or letter of credit will be returned to the successful Bidder upon providing the Bond required by law in form and substance, and from a Surety, satisfactory to the Village.

6.2 FORFEITURE

6.2.1 If for any reason, other than as authorized by subparagraph IB 4.2.1 or paragraph IB 6.3, the Bidder fails to execute the Contract Form, and the Village awards the Contract to another Bidder which the Village determines is the lowest responsive and responsible Bidder, the Bidder who failed to execute the Contract Form shall be liable to the Village for the difference between such Bidder's bid and the bid of the lowest responsive and responsible Bidder, or for a penal sum not to exceed 10% of the bid amount, whichever is less.

6.2.2 If the Village then awards a Contract to another Bidder which the Village determines is the lowest responsive and responsible Bidder and such Bidder also fails or refuses to execute the Contract Form, the liability of such lowest responsive and responsible Bidder

shall, except as provided in paragraph IB 6.3, be the amount of the difference between the bid amounts of such lowest responsive and responsible Bidder and another Bidder which the Village determines is the lowest responsive and responsible Bidder, but not in excess of the liability specified in subparagraph IB 4.2.2. Liability on account of an award to any lowest responsive and responsible Bidder each succeeding lowest responsive and responsible Bidder shall be determined in like manner.

6.2.3 If the Village does not award the Contract to the another Bidder which the Village determines is the lowest responsive and responsible Bidder but resubmits the Project for bidding, the Bidder failing to execute the Contract Form shall, except as provided in paragraph IB 6.3, be liable to the Village for a penal sum not to exceed 10% of such Bidder's bid amount or the costs in connection with the resubmission, of printing new Contract Documents, required advertising and printing and mailing notices to prospective Bidders, whichever is less.

6.3 EXCEPTION TO FORFEITURE

6.3.1 A Bidder for a Contract with the Village costing less than $500,000 may withdraw a bid from consideration if the Bidder's bid for some other contract costing less than $500,000 has already been accepted, if the Bidder certifies in good faith that the total price of all such Bidder's current contracts is less than $500,000, and if the Bidder's Surety certifies in good faith that the Bidder is unable to perform the subsequent Contract because to perform such Contract would exceed the Bidder's bonding capacity.

6.3.2 If a bid is withdrawn pursuant to subparagraph IB 6.3.1, the Village may award the Contract to another Bidder which the Village determines is the lowest responsive and responsible Bidder or reject all bids and resubmit the Project for bidding, and neither the withdrawing Bidder nor such Bidder's Surety shall be liable for the difference between the Bidder's bid and that of another Bidder which the Village determines is the lowest responsive and responsible Bidder, for a penal sum, or for the costs of printing new Contract Documents, required advertising and printing and mailing notices to prospective Bidders.

6.4 CONTRACT BOND

6.4.1 If the Bidder executes the Contract Form, the Bidder shall, at the time of signing the Contract, provide the Bond required by law in form and substance, and from a Surety, satisfactory to the Village.

6.4.2 The Bond shall be in the full amount of the Contract to indemnify the Village against all direct and consequential damages suffered by failure of the Contractor to perform according to the provisions of the Contract Documents and in accordance with the Plans, Specifications, details and bills of material therefore and to pay all lawful claims of Subcontractors, Material Suppliers, and laborers for labor performed or materials furnished in carrying forward, performing or completing the Contract.

6.5 PERSONAL PROPERTY TAX STATEMENT

6.5.1 The successful Bidder shall provide a properly completed and executed statement in the form attached hereto in order to fulfill the requirements of Section 5719.042 of the Ohio Revised Code, which provides as follows:

After the award by a taxing district of any contract let by competitive bid and prior to the time the contract is entered into, the person making a bid shall submit to the district's fiscal officer a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within 30 days of the date it is submitted.

A copy of the statement shall also be incorporated into the contract, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

The completed and executed statement should be enclosed with the Bid Form.

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PROJECT NAME: **WORTON PARK NEIGHBORHOOD**
PHASE II-CULVERT REPLACEMENT PROJECT

CONTRACT No.: _____

Personal Property Tax Certification
Required by Ohio Revised Code
Section 5719.042

FINANCE DIRECTOR
MAYFIELD VILLAGE

_____
Bidder's Name

STATE OF _____

COUNTY OF _____ SS:

The undersigned hereby certifies that the Bidder to whom contract award is being considered was not charged with any delinquent personal property tax on the general tax list of personal property for any county in the State of Ohio at the time the bid was submitted for the above-referenced contract.

Name:_____
(Signature)
Name:_____
(PRINTED)
Title:_____

State of _____

County of _____ SS:

SWORN TO before me and subscribed in my presence this ____ day of _____, 20____

_____
Notary Public

Note: This affidavit is to be reproduced on the Bidder's letterhead and signed by the appropriate signatory before a notary public.

ARTICLE 7 - CONTRACT AWARD AND EXECUTION

7.1 NONCOMPLIANCE WITH CONDITIONS PRECEDENT

7.1.1 The award of the Contract and the execution of the Contract Form are based upon the expectation that the lowest responsive and responsible Bidder will comply with all conditions precedent for execution of the Contract Form within **5** days of the date of the Notice of Intent to Award.

7.1.1.1 Noncompliance with the conditions precedent for execution of the Contract Form within **5** days of the date of the Notice of Intent to Award shall be cause permitting the Village to cancel the Notice of Intent to Award for the Bidder's lack of responsibility, and to award the Contract to another Bidder which the Village determines is the lowest responsive and responsible Bidder or to resubmit the Contract for bidding, at the discretion of the Village.

7.1.1.2 The Village may extend the time for submitting the conditions precedent for execution of the Contract Form for good cause shown. No extension shall operate as a waiver of the conditions precedent for execution of the Contract Form.

7.2 TIME LIMITS

7.2.1 The failure to award the Contract and to execute the Contract Form within 60 days of the bid opening invalidates the entire bid process and all bids submitted, unless the time is extended by written consent of the apparent lowest responsive and responsible Bidder.

7.2.1.1 If the Contract is awarded within 60 days of the bid opening, any increases in material, labor and subcontract costs shall be borne by the Bidder without alteration of the amount of the bid.

7.2.1.2 If the cause of the failure to execute the Contract within 60 days of the bid opening is due to matters for which the Village is solely responsible, the Contractor shall be entitled to a Change Order authorizing payment of verifiable increased costs in materials, labor or subcontracts.

7.2.1.3 If the cause of the failure to execute the Contract within 60 days of the bid opening is due to matters for which the Contractor is responsible, no request for increased costs will be granted.

7.3 CONDITIONS PRECEDENT FOR EXECUTION OF THE CONTRACT FORM

7.3.1 Bond. To support the Bond, a Certificate of Compliance issued by the Department of Insurance, showing the Surety is licensed to do business in Ohio;

7.3.2 Ohio Workers' Compensation Certificate;

7.3.3 Certificate of Insurance (ACORD form is acceptable) and copy of additional insured or loss payee endorsement. The Village reserves the right to request a certified copy of the Contractor's insurance policies;

7.3.4 If the Bidder is a foreign corporation, i.e., not incorporated under the laws of Ohio, a Certificate of Good Standing from the Secretary of State showing the right of the Bidder

to do business in the State; or, if the Bidder is an individual or partnership, the Bidder has filed with the Secretary of State a Power of Attorney designating the Secretary of State as the Bidder's agent for the purpose of accepting service of summons in any action brought under Section 153.05, ORC, or under Sections 4123.01 to 4123.94, inclusive, ORC;

7.3.5 Personal Property Tax Statement (if not included with bid);

7.3.6 Evidence of registration of the Contractor and all of the Contractor's Subcontractors with the Village.

7.4 NOTICE TO PROCEED AND SUBMITTALS

7.4.1 The Authorized Representative shall issue the Contractor a Notice to Proceed, which shall establish the date for commencement of the time for Contract Completion. The Contractor shall, within **5** days of the date of the Notice to Proceed, furnish the Engineer the following submittals:

7.4.1.1 Preliminary schedule including Shop Drawings and submittals;

7.4.1.2 Subcontractor's Declaration;

7.4.1.3 Manufacturer's Declaration;

7.4.1.4 Outline of Qualifications of Proposed Superintendent.

7.5 WAGE PAYMENT DATES

7.5.1 The Contractor shall, within 10 days of the date of the Notice to Proceed, provide to the Engineer for the Prevailing Wage Coordinator a schedule of dates during the term of the Contract on which wages will be paid to employees for the Project.

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ARTICLE 8: APPLICABLE LAW AND FORUM

8.1 STATE COURTS AND LAW

8.1.1 The Cuyahoga County Court of Common Pleas shall be the exclusive jurisdiction in which any action or proceeding concerning any agreement or performance under the Contract Documents or in connection with the Project shall be filed. In any such action or proceeding the Contract Documents shall be construed in accordance with the laws of the State of Ohio, which shall govern to the exclusion of the law of any other forum.

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BIDDER'S CERTIFICATION

The Bidder hereby acknowledges that the following representations in this bid are material and not mere recitals:

1. The Bidder has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder which might indicate a contrary intention.

2. The Bidder represents that the bid contains the name of every Person interested therein and is based upon the Standards specified by the Contract Documents.

3. The Bidder has visited the Project site, become familiar with local conditions and has correlated personal observations about the requirements of the Contract Documents. The Bidder has no outstanding questions regarding the interpretation or clarification of the Contract Documents.

4. The Bidder agrees that any interference, disruption, hindrance or delay is within the contemplation of the Bidder and the Village and that the Contractor's sole remedy from the Village for any such interference, disruption, hindrance or delay shall be an extension of time in accordance with the Contract Documents. This provision is intended to be, and shall be construed as, consistent with, and not in conflict with, Section 4113.62, ORC, to the fullest extent permitted.

5. The Bidder and each Person signing on behalf of the Bidder certifies, and in the case of a bid by joint venture, each member thereof certifies as to such member's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Base Bid, any Unit Prices and any Alternate bid in the bid have been arrived at independently without collusion, consultation, communication or agreement, or for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate bid with any other Bidder; (b) unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate bid in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices or Alternate bid; (c) no attempt has been made or will be made by the Bidder to induce any other Person to submit or not to submit a bid for the purpose of restricting competition; and (d) the statements made in the Bidder's Affidavit are true and correct, to the best of the Bidder's knowledge and information.

6. The Bidder understands that the Contract is subject to all the provisions, duties, obligations, remedies and penalties of Chapter 4115, ORC, "Wages and Hours on Public Works," and that the Bidder shall pay any wage increase in the locality during the term of the Contract.

7. The Bidder will execute the Contract Form with the Village, if a Contract is awarded on the basis of this bid, and if the Bidder does not execute the Contract Form for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the Village as provided in Article IB 6.

8. The Bidder certifies that the upon the award of a Contract, the Contractor will make a good faith effort to ensure that all of the Contractor's employees, while working on the Project site, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

9. The Bidder agrees to furnish any information requested by the Engineer or the Authorized Representative to evaluate the responsibility of the Bidder.

10. The Bidder agrees to furnish the submittals required by paragraph IB-7.3 for execution of the Contract Form within 10 days of the date of the Notice of Intent to Award.

MAYFIELD VILLAGE

BID FORM

Project Name: **WORTON PARK NEIGHBORHOOD**
PHASE II-CULVERT REPLACEMENT PROJECT

The time for completion of the Project is **300** consecutive days.

Having read and examined the Contract Documents, including without limitation the Drawings and Specifications, prepared by the Engineer for the above-referenced Project, and the following Addenda:

Addendum No.	Date of Receipt

Signatures

If the Bidder is a corporation, limited liability company, partnership or sole proprietorship, an officer, member, partner or principal of the Bidder, as applicable, shall print or type the legal name of the Bidder on the line provided and **sign the Bid Form**. If the Bidder is a joint venture, an officer, partner or principal, as applicable, of each member of the joint venture shall print or type the legal name of the applicable member on the line provided and sign the Bid Form on behalf of such member. All signatures must be original.

[Balance of page intentionally left blank]

MAYFIELD VILLAGE
BID FORM

Project Name: **WORTON PARK NEIGHBORHOOD**
PHASE II-CULVERT REPLACEMENT PROJECT

Sub-contractors

The Bidder shall list the sub-contractors that the Bidder proposes to use for this project on the spaces provided, below:

Sub-Contractor	Work or Material to be Provided

Mayfield Village, Ohio
December 16, 2026
BID PROPOSAL FORM - WORTON PARK NEIGHBORHOOD PHASE II-CULVERT REPLACEMENT PROJECT

PROPOSAL FOR THE WORTON PARK NEIGHBORHOOD PHASE II-CULVERT REPLACEMENT PROJECT located in the MAYFIELD VILLAGE, OHIO and in acceptance with the approved plans. Upon acceptance of this Proposal, it shall become part of the Contract.

THE UNDERSIGNED, as Bidder, declares that he has or they have carefully examined the site of work and the form of Contract, together with the Specifications, Plans and Profiles for the above named Improvement, and that he or they will contract to provide all necessary labor, machinery, tools and appliances and other means for the construction, and do all work called for by said Contract and said specifications, plans and profiles and furnish all materials called for by said Contract and said specifications, plans and profiles and furnish all materials called for in the contract, plans and specifications on file in the Office of the **CLERK OF COUNCIL FOR MAYFIELD VILLAGE** and in the manner therein prescribed and according to the requirements of the Engineer as therein provided or to furnish materials only or labor and equipment only, or both, as the Engineer may decide, and to complete the work in its entirety within (THREE HUNDRED) **((300)) CALENDAR DAYS (WEATHER PERMITTING)** after receipt of written notice from the Engineer to begin the work, upon the following terms and for the following prices submitted herein:

			1	**2**	**3**		**4**		**5** column 3 + 4		**6** column 1 x 5
ITEM#		**DESCRIPTION**	**QUANTITY**	**UNIT**	**LABOR**		**MATERIAL**		**UNIT PRICE**		**TOTAL**
		ROADWAY									
1	ITEM 201:	CLEARING AND GRUBBIING, AS PER PLAN	LUMP	LUMP	_____	+	_____	=	_____		_____
2	ITEM 202:	PAVEMENT REMOVED	1749	SY	_____	+	_____	=	_____		_____
3	ITEM 202:	PIPE REMOVED	380	LF	_____	+	_____	=	_____		_____
4	ITEM 202:	CONCRETE BLOCK WALL AND BROKEN CONCRETE RETAINING WALL REMOVED	245	LF	_____	+	_____	=	_____		_____

Mayfield Village, Ohio
December 16, 2026
BID PROPOSAL FORM - WORTON PARK NEIGHBORHOOD PHASE II-CULVERT REPLACEMENT PROJECT

			1	2	3		4		5 column 3 + 4		6 column 1 x 5
ITEM#		**DESCRIPTION**	**QUANTITY**	**UNIT**	**LABOR**		**MATERIAL**		**UNIT PRICE**		**TOTAL**
5	ITEM 203:	EXCAVATION (INCLUDING ROCK), NORTH WOODLANE CHANNEL, STA. 4+75 TO STA. 8+98, AS PER PLAN	450	CY	_____	+	_____	=	_____		_____
6	ITEM 203:	EXCAVATION OF EAST BANK OF STREAM CHANNEL SLOPE, 6189 SOUTH WOODLANE DRIVE	31	CY	_____	+	_____	=	_____		_____
7	ITEM 203:	EMBANKMENT, AS PER PLAN	LUMP	LUMP	_____	+	_____	=	_____		_____
8	ITEM 204:	SUBGRADE COMPACTION	1749	SY	_____	+	_____	=	_____		_____
9	ITEM 623:	CONSTRUCTION LAYOUT STAKES	LUMP	LUMP	_____	+	_____	=	_____		$10,000.00
10	ITEM 624:	MOBILIZATION	LUMP	LUMP	_____	+	_____	=	_____		_____
11	ITEM SPECIAL:	MAILBOX SUPPORT SYSTEM, SINGLE	2	EACH	_____	+	_____	=	_____		_____

			1	2	3		4		5 column 3 + 4	6 column 1 x 5
ITEM#		**DESCRIPTION**	**QUANTITY**	**UNIT**	**LABOR**		**MATERIAL**		**UNIT PRICE**	**TOTAL**
12	ITEM SPECIAL:	MAILBOX	2	EACH		+		=		
13	ITEM 659:	SEEDING AND MULCHING, AS PER PLAN	LUMP	LUMP		+		=		
14	ITEM SPECIAL:	PRE-CONSTRUCTION VIDEO	LUMP	LUMP		+		=		
		EROSION CONTROL								
15	ITEM 832:	EROSION CONTROL, AS PER PLAN	LUMP	LUMP		+		=		
16	ITEM 661:	GROUNDCOVER AND VIINES, NATIVE PACHYSANDRA (BROCUMBENS) AS PER PLAN	90	SY		+		=		
17	ITEM 671:	EROSION CONTROL MAT, COIR FIBER MATTING	90	SY		+		=		
		DRAINAGE								
18	ITEM 611:	4" CONDUIT, TYPE C, 707.33, AS PER PLAN	60	LF		+		=		

			1	2	3		4		5 column 3 + 4	6 column 1 x 5
ITEM#		**DESCRIPTION**	**QUANTITY**	**UNIT**	**LABOR**		**MATERIAL**		**UNIT PRICE**	**TOTAL**
19	ITEM 611:	6" CONDUIT, TYPE C, 707.33, AS PER PLAN	60	LF	_____	+	_____	=	_____	_____
20	ITEM 611:	8" CONDUIT, TYPE C, 707.33, AS PER PLAN	81	LF	_____	+	_____	=	_____	_____
21	ITEM 611:	8" CONDUIT, HDPE 4710, SDR 9, SLEEVE FOR FUTURE GAS MAIN),	46	LF	_____	+	_____	=	_____	_____
22	ITEM 611:	12" CONDUIT, TYPE B, 707.33, AS PER PLAN	117	LF	_____	+	_____	=	_____	_____
23	ITEM 611:	12" CONDUIT, TYPE C, 707.33, AS PER PLAN	179	LF	_____	+	_____	=	_____	_____
24	ITEM 611:	48" CONDUIT, TYPE B, 707.33 FOR TEMPORARY RESIDENT ACCESS, AS PER PLAN	40	LF	_____	+	_____	=	_____	_____
25	ITEM 611:	CATCH BASIN, CB2-2B	4	EACH	_____	+	_____	=	_____	_____

			1	2	3		4		5 column 3 + 4	6 column 1 x 5
ITEM#		**DESCRIPTION**	**QUANTITY**	**UNIT**	**LABOR**	+	**MATERIAL**	=	**UNIT PRICE**	**TOTAL**
26	ITEM 611:	6" TEST TEE	1	EACH		+		=		
27	ITEM 611:	6" SANITARY CONNECTION LOWERING, AS PER PLAN	3	EACH		+		=		
		PAVEMENT								
28	ITEM 301:	6" ASPHALT CONCRETE BASE	195	CY		+		=		
29	ITEM 304:	4" AGGREGATE BASE, AS PER PLAN	54	CY		+		=		
30	ITEM 304:	6" AGGREGATE BASE, AS PER PLAN	247	CY		+		=		
31	ITEM 407:	TACK COAT (0.10 GAL/SY)	116	GAL		+		=		
32	ITEM 441:	1 1/2" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (448), PG64-22	62	CY		+		=		

			1	2	3		4		5 column 3 + 4	6 column 1 x 5
ITEM#		**DESCRIPTION**	**QUANTITY**	**UNIT**	**LABOR**		**MATERIAL**		**UNIT PRICE**	**TOTAL**
33	ITEM 441:	1 1/2" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22	62	CY	_____	+	_____	=	_____	_____
34	ITEM 452:	4" NON-REINFORCED CONCRETE PAVEMENT, USING MS CONCRETE, AS PER PLAN	279	SY	_____	+	_____	=	_____	_____
35	ITEM 452:	6" NON-REINFORCED CONCRETE PAVEMENT, USING MS CONCRETE, AS PER PLAN	156	SY	_____	+	_____	=	_____	_____
		WATERWORK								
36	ITEM 638:	VALVE BOX ADJUSTED TO GRADE, AS PER PLAN	2	EACH	_____	+	_____	=	_____	_____
37	ITEM 638:	SPECIAL: 8" WATER MAIN DUCTILE IRON PIPE BOLTLESS RESTRAINED PUSH-ON JOINTS, TYPE II WITH RETAINED MECHANICAL JOINT FITTINGS, ANSI CLASS 52 (WATER MAIN LOWERINGS)	196	LF	_____	+	_____	=	_____	_____

			1	2	3		4		5 column 3 + 4	6 column 1 x 5
ITEM#		**DESCRIPTION**	**QUANTITY**	**UNIT**	**LABOR**	+	**MATERIAL**	=	**UNIT PRICE**	**TOTAL**
38	ITEM 638:	SPECIAL: 16 " STEEL CASING PIPE	50	LF		+		=		
39	ITEM 638:	SPECIAL: 8" CUTTING-IN-VALVE & VALVE BOX COMPLETE	6	EACH		+		=		
40	ITEM 638:	LOWERING OF 1" SERVICE CONNECTION	3	EACH		+		=		
41	ITEM 638:	SPECIAL: WATER DEPARTMENT FEE ALLOWANCE	LUMP	LUMP		+		=		$6,000.00
		STRUCTURES (20' AND UNDER)								
42	ITEM 202:	STRUCTURE REMOVED, AS PER PLAN (INCLUDING HEADWALLS)	7	EACH		+		=		
43	ITEM 503:	COFFERDAMS AND EXCAVATION BRACING, AS PER PLAN	LUMP	LUMP		+		=		
44	ITEM 503:	UNCLASSIFIED EXCAVATION INCLUDING ROCK	LUMP	LUMP		+		=		

			1	2	3		4		5 column 3 + 4	6 column 1 x 5
ITEM#		**DESCRIPTION**	**QUANTITY**	**UNIT**	**LABOR**		**MATERIAL**		**UNIT PRICE**	**TOTAL**
45	ITEM 511:	CLASS C CONCRETE, CULVERT, FOOTING	85.1	CY	_____	+	_____	=	_____	_____
46	ITEM 511:	CLASS C CONCRETE, HEAD WALL, AS PER PLAN	47.5	CY	_____	+	_____	=	_____	_____
47	ITEM 511:	CLASS C CONCRETE, WING WALL, AS PER PLAN	35.1	CY	_____	+	_____	=	_____	_____
48	ITEM 511:	CLASS C CONCRETE, HEADWALL & WING WALL, AS PER PLAN	31.1	CY	_____	+	_____	=	_____	_____
49	ITEM 512:	TYPE 2 MEMBRANE WATERPROOFING	476	SY	_____	+	_____	=	_____	_____
50	ITEM 512:	SEALING CONCRETE SURFACES (NON-EPOXY)	480	SY	_____	+	_____	=	_____	_____
51	ITEM 516:	1" PREFORMED EXPANSION JOINT FILLER	178	SF	_____	+	_____	=	_____	_____
52	ITEM 517:	ALUMINUM PICKET RAILING, AS PER PLAN	50.66	LF	_____	+	_____	=	_____	_____

			1	2	3		4		5 column 3 + 4		6 column 1 x 5
ITEM#		**DESCRIPTION**	**QUANTITY**	**UNIT**	**LABOR**		**MATERIAL**		**UNIT PRICE**		**TOTAL**
53	ITEM 517:	WOOD POST AND RAIL RAILING, AS PER PLAN	97.91	LF		+		=			
54	ITEM 518:	POROUS BACKFILL, WITH FILTER FABRIC	42	CY		+		=			
55	ITEM 601:	ROCK CHANNEL PROTECTION, TYPE B, , AS PER PLAN (NATURAL BOULDERS)	458	CY		+		=			
56	ITEM 601:	ROCK CHANNEL PROTECTION, TYPE B, LARGE BOULDER PLACED IN SINGLE ROW AT TOE OF SLOPE,	11	CY		+		=			
57	ITEM 611:	10 X 3' CONDUIT, TYPE A, 706.05, AS PER PLAN	132	LF		+		=			
58	ITEM 611:	12 X 3' CONDUIT, TYPE A, 706.05, AS PER PLAN	42	LF		+		=			
59	ITEM SPECIAL:	POWER POLE SUPPORT ALLOWANCE	LUMP	LUMP		+		=			$3,000.00

			1	2	3		4		5 column 3 + 4	6 column 1 x 5
ITEM#		**DESCRIPTION**	**QUANTITY**	**UNIT**	**LABOR**		**MATERIAL**		**UNIT PRICE**	**TOTAL**
		MAINTENANCE OF TRAFFIC								
60	ITEM 614:	MAINTAINING TRAFFIC	LUMP	LUMP	_____	+	_____	=	_____	_____
		STREAM RESTORATION AND FLOODPLAIN ENHANCEMENT 1003 & 1006 WOODLANE DRIVE								
61	ITEM SPECIAL:	STREAM RESTORATION AND FLOODPLAIN ENHANCEMENT 1003 & 1006 WOODLANE DRIVE, AS PER PLAN	LUMP	LUMP	_____	+	_____	=	_____	_____
		LANDSCAPING								
62	ITEM 661:	DECIDUOUS TREE, 1-1/2" TO 2" CALIPER, HERITAGE RIVER BIRCH (BETULA NIGRA) (FLOODPLAIN ENHANCEMENT AREA)	8	EACH	_____	+	_____	=	_____	_____
63	ITEM 661:	DECIDUOUS TREE, 1-1/2" TO 2" CALIPER, SWEET GUM (LIQUIDAMBAR STYRACFLUA) (FLOODPLAIN ENHANCEMENT AREA)	8	EACH	_____	+	_____	=	_____	_____

			1	2	3		4		5 column 3 + 4	6 column 1 x 5
ITEM#		**DESCRIPTION**	**QUANTITY**	**UNIT**	**LABOR**		**MATERIAL**		**UNIT PRICE**	**TOTAL**
64	ITEM 661:	DECIDUOUS TREE, 1-1/2" CALIPER, RED MAPLE (ACER RUBRUM) (FLOODPLAIN ENHANCEMENT AREA)	8	EACH	_____	+	_____	=	_____	_____
65	ITEM 661:	DECIDUOUS TREE, 1-1/2" TO 2" CALIPER, SHINGLE OAK (QUERCUS IMBRICARIA) (RESIDENTIAL YARDS)	8	EACH	_____	+	_____	=	_____	_____
66	ITEM 661:	DECIDUOUS TREE, 1-1/2" TO 2" CALIPER, BUR OAK (QUERCUS MACROCARPA) (RESIDENTIAL YARDS)	8	EACH	_____	+	_____	=	_____	_____
67	ITEM 661:	DECIDUOUS TREE, 1-1/2" TO 2" CALIPER, RED MAPLE (ACER RUBRUM) (RESIDENTIAL YARDS)	8	EACH	_____	+	_____	=	_____	_____

			1	2	3		4	5 column 3 + 4	6 column 1 x 5
ITEM#		**DESCRIPTION**	**QUANTITY**	**UNIT**	**LABOR**		**MATERIAL**	**UNIT PRICE**	**TOTAL**
68	ITEM SPECIAL:	DISCRETIONARY ALLOWANCE TO BE UTILIZED AS DIRECTED BY THE ENGINEER FOR UNSCHEDULED WORK ITEMS NOT INCLUDED IN THIS PROPOSAL OR SHOWN ON THE PLANS	LUMP	LUMP	_____	+	_____	= _____	$175,000.00
		TOTAL BASE BID						= _____	
		STREAM EROSION REPAIR AT 6198 & 6206 NORTH WOODLANE DRIVE (BID ALTERNATE)							
A1	ITEM SPECIAL:	6198 & 6206 NORTH WOODLINE SIDE YARD STREAM EROSION PROTECTION: TYPE 'A' ROCK CHANNEL PROTECTION, ONE LAYER HIGH USING LARGE STONES, AS PER PLAN (BID ALTERNATE)	50	FEET	_____	+	_____	= _____	_____
A2	ITEM SPECIAL:	6199 & 6206 NORTH WOODLINE SIDE YARD STREAM EROSION PROTECTION: BOULDER TOE PROTECTION, WITH LIVE BRANCH LAYERING, AS PER PLAN	50	FEET	_____	+	_____	= _____	_____

Mayfield Village, Ohio
December 16, 2026
BID PROPOSAL FORM - WORTON PARK NEIGHBORHOOD PHASE II-CULVERT REPLACEMENT PROJECT

		1	2	3	4	5 column 3 + 4	6 column 1 x 5
ITEM#	**DESCRIPTION**	**QUANTITY**	**UNIT**	**LABOR**	**MATERIAL**	**UNIT PRICE**	**TOTAL**
	TOTAL BID ALTERNATE						

CONTRACTOR

ADDRESS

CITY, STATE & ZIP CODE

TELEPHONE #

FAX#

OFFICER NAME

AUTHORIZED SIGNATURE

SIGNATURE, TYPED & PRINTED

TITLE & DATE OF SIGNING

MAYFIELD VILLAGE
SUBSTITUTION SHEET

Refer to PROPOSED EQUALS AND SUBSTITUTIONS, paragraph IB-2.5 regarding the use of items other than Standards. All bids must be based on the Standards or Approved Equals specified in the Contract Documents.

Bidder is to list here any Substitutions for which consideration is desired, showing the addition or reduction in price to be made for each, if the Substitution is accepted by the Village, or indicating "No Change in Price," if none is proposed.

STANDARD OR APPROVED EQUAL	PROPOSED SUBSTITUTION	ADD	DEDUCT

It is understood and agreed that the bid submitted is based on furnishing the Standards or Approved Equals as specified in the Contract Documents and that the Village is entitled to require that such Standards or Approved Equals be incorporated into the Work, except as Substitutions for the same, based on the supplementary quotations entered above, are accepted and subsequently made a part of the Contract in writing. It is further understood that the Village will not use the Substitutions to determine the lowest responsive and responsible Bidder for the Contract. **For a Bid to be considered responsive the Bid From must be completed in full in accordance with Article 2.6 of the General Conditions.**

MAYFIELD VILLAGE
BIDDER'S AFFIDAVIT

PROJECT NAME: **WORTON PARK NEIGHBORHOOD**
PHASE II-CULVERT REPLACEMENT PROJECT

ETHICS CERTIFICATION PURSUANT TO OHIO REVISED CODE SECTIONS 102.03, 102.04 AND 2921.42

MAYFIELD VILLAGE

_____
BIDDER'S NAME

STATE OF _____

COUNTY OF _____ SS:

The undersigned hereby certifies as follows:

1. No official or employee of MAYFIELD VILLAGE his officer, director, trustee, shareholder, partner, member or owner of the Bidder (each, a "Related Person"), or is a business associate or a member of the family of the Bidder or a Related Person.

2. An official or an employee of MAYFIELD VILLAGE is an officer, director, trustee, shareholder, partner, member or owner (each, a "Related Person") of the Bidder, or is a business associate or a member of the family of the Bidder or Related Person, but

a. the subject of the Contract is necessary supplies or services for MAYFIELD VILLAGE;
b. the supplies or services are unobtainable elsewhere for the same or lower cost, or are being furnished to MAYFIELD VILLAGE as part of a continuing course of dealing established prior to the Related Person becoming a Village official or employee;
c. the treatment accorded MAYFIELD VILLAGE is either preferential to or the same as that accorded other customers of the Bidder in similar transactions;
d. the entire transaction resulting in the Contract has been conducted at arms-length, with full knowledge by the Village of the interest of the Related Persons as described in Exhibit A attached hereto; and
e. the Related Person has taken no part in the deliberations or decision of the Village with respect to the Contract.

NAME: _____
(SIGNATURE)

NAME: _____
(PRINTED)

TITLE: _____

STATE OF _____

COUNTY OF _____ SS:

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS _____ DAY OF _____, 20_____.

_____
NOTARY PUBLIC

NOTE: THIS AFFIDAVIT IS TO BE SIGNED BY THE APPROPRIATE SIGNATORY BEFORE A NOTARY PUBLIC. CROSS OUT EITHER PARAGRAPH 1 OR 2, WHICHEVER IS NOT APPLICABLE. IF PARAGRAPH 2 IS NOT CROSSED OUT, EXHIBIT A MUST BE COMPLETED AND ATTACHED TO NAME AND DESCRIBE THE INTERESTS OF ALL RELATED PERSONS.

MAYFIELD VILLAGE
BIDDER'S AFFIDAVIT
EXHIBIT A

Project Name**:** **WORTON PARK NEIGHBORHOOD**
PHASE II-CULVERT REPLACEMENT PROJECT

Contract: _____

Bidder's Name: _____

Related official/public employee:

Name:

Title/Position:

Relation to Bidder:

MAYFIELD VILLAGE
BID GUARANTY AND CONTRACT BOND

(Section 153.571, Ohio Revised Code)

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

_____,
(Name and Address)

_____

as Principal, and _____,
(Name of Surety)

as Surety, are hereby held and firmly bound unto MAYFIELD VILLAGE, as Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on _____, 20_____, to undertake the Project known as:

PROJECT NAME: _____

CONTRACT: General Contract

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of _____ dollars ($_____). **(If the above lines are left blank, the penal sum will be the full amount of the Principal's bid, including additive alternates.** Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including additive alternates, in dollars and cents. A PERCENTAGE IS NOT ACCEPTABLE.). For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above-named Principal has submitted a bid for the above-referenced Project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper Contract in accordance with the Contract Documents, including without limitation the bid, Plans, Specifications, details and bills of material; and in the event the Principal pays to the Obligee the difference, not to exceed 10% of the penal sum hereof, between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the Bidder determined by the Obligee to be the next lowest responsive and responsible Bidder to perform the Work covered by the bid; or in the event the Obligee does not award the Contract to such next lowest responsive and responsible Bidder and resubmits the Contract for bidding, the Principal pays to the Obligee the difference not to exceed 10% of the penal sum hereof, between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new Contract Documents, required advertising, and printing and mailing notices to prospective Bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within 10 days after the awarding of the Contract enters into a proper Contract and executes the Contract Form in accordance with the Contract Documents, including without limitation the bid, Plans, Specifications, details and bills of material, which said Contract is made a part of this Bond the same as though set forth herein;

NOW ALSO, IF THE SAID Principal shall well and faithfully perform each and every condition of such Contract; and indemnify the Obligee against all damage suffered by failure to perform such Contract according to the provisions thereof and in accordance with the Contract Documents, including without limitation the Plans, Specifications, details and bills of material therefore; and shall pay all lawful claims of Subcontractors, Material Suppliers, and laborers for labor performed and materials furnished in the carrying forward, performing, or completing of said Contract; we agreeing and assenting that this undertaking shall be for the benefit of any Subcontractor, Material Supplier or laborer having a just claim, as well as for the Obligee herein; then this

obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal sum of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said Contract, the Work thereunder or the Contract Documents, including without limitation the Plans and Specifications therefore shall in anyway affect the obligations of said Surety on this Bond, and the Surety does hereby waive notice of any such modifications, omissions or additions in or to the terms of the Contract, the Work or the Contract Documents, including without limitation the Plans and Specifications.

SIGNED This _____ day of _____, 20____.

PRINCIPAL: _____

BY: _____

TITLE: _____

SURETY: _____

SURETY ADDRESS:

_____
Street

BY: _____
Attorney-in-Fact

_____
Village State Zip

(____) _____
Telephone Number

SURETY AGENT'S ADDRESS:

_____
Agency Name

_____
Street

_____
Village State Zip

(____) _____
Telephone Number

MAYFIELD VILLAGE
CONTRACT FORM

The Contract, as evidenced by this Contract Form, made by and between _____ (the "Contractor") and MAYFIELD VILLAGE, (the "Village"), duly created, existing and operating under its Charter, ordinances and resolutions.

In consideration of the mutual promises herein contained, the Village and Contractor agree as set forth below:

ARTICLE 1

1.1 The Contractor shall perform the entire Work described in the Contract Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, for:

WORTON PARK NEIGHBORHOOD PHASE II-CULVERT REPLACEMENT PROJECT

GENERAL CONTRACT

ARTICLE 2

2.1 The Village shall pay the Contractor for the performance of the Contract, subject to additions and deductions as provided in the Contract Documents, the amount of $_____ (the "Contract Price"), based upon the Bid Form, dated _____, 20_____, submitted by the Contractor.

2.2 The Contract Price shall be paid in current funds by the Village upon Applications for Payment submitted by the Contractor and approved by the Village as provided in the Contract Documents.

ARTICLE 3

3.1 The Contractor shall diligently prosecute the Work and shall complete all Work so that Final Acceptance occurs on or before **300** consecutive days following the date set forth in the Notice to Proceed, unless an extension of time is granted by the Village in accordance with the Contract Documents. The period of time established by the preceding sentence is referred to herein as the time for Contract Completion.

3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established time for Contract Completion, and that each applicable portion of the Work shall be completed upon the respective milestone completion date unless the Contractor timely requests and the Village grants an extension of time in accordance with the Contract Documents.

Upon failure to have all Work completed within the period of time above specified, or failure to have the applicable portion of the Work completed upon any milestone completion date, the Village shall be entitled to retain or recover from the Contractor, as Liquidated Damages, and not as a penalty, the applicable amount set forth in the following table for each and every day thereafter until Contract Completion or the date of completion of the applicable portion of the Work, unless the Contractor timely requests and the Village grants an extension of time in accordance with the Contract Documents.

LIQUIDATED DAMAGES

Contract Amount	Milestone Completion	Contract Completion
$0 to $50,000	$200	$300
more than $50,000 to $150,000	$400	$500
more than $150,000 to $500,000	$600	$1,000
more than $500,000 to $2,000,000	$1,400	$2,000
more than $2,000,000 to $5,000,000	$3,000	$4,000
more than $5,000,000 to $10,000,000	$4,000	$5,000
more than $10,000,000	$5,000	$6,000

The amount of Liquidated Damages is agreed upon by and between the Contractor and the Village because of the impracticability and extreme difficulty of ascertaining the actual amount of damage the Village and its taxpayers would sustain.

ARTICLE 4

4.1 The Contract Documents embody the entire understanding of the parties and form the basis of the Contract between the Village and the Contractor. The Contract Documents shall be considered to be incorporated by reference into this Contract Form as if fully rewritten herein.

4.2 The Contract and any modifications, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio.

4.3 If any term or provision of the Contract, or the application thereof to any Person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other Persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.

4.4 The Contract shall be binding on the Contractor and Village, their successors and assigns, in respect to all respective covenants and obligations contained in the Contract Documents, but the Contract may not be assigned by the Contractor without the prior written consent of the Village.

ARTICLE 5

5.1 This Contract Form has been executed in several counterparts, each of which shall constitute a complete original Contract Form, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Form.

CONTRACTOR

Date: _____

By:_____
(Authorized Signature)

_____
(Contractor Name)

_____

_____
(Print Name & Title)

MAYFIELD VILLAGE

Date: _____

By: _____
Brenda T. Bodnar

Mayor

By: _____
Mary Beth Betsa
Clerk of Council

APPROVAL:

The legal form and correctness of the within instrument is hereby approved.

_____
Diane A. Calta

Law Director

CERTIFICATE OF FUNDS

In the Matter of: Contract with _____

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of MAYFIELD VILLAGE under the foregoing Contract have been lawfully appropriated for such purposes and are in the treasury of MAYFIELD VILLAGE or are in the process of collection to an appropriate fund, free from any previous encumbrances.

Dated: _____, 20_____

MAYFIELD VILLAGE

By: _____
Angie S. Rich
Director of Finance

MAYFIELD VILLAGE
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Article 1 - GENERAL PROVISIONS

1.1 APPLICATION AND GOVERNING LAW

1.1.1 The Contractor, the Engineer and the Authorized Representative shall be familiar with all provisions of the Contract Documents.

1.1.2 There shall be no change in the Standard Conditions unless so provided in the Special Conditions prepared by the Engineer and approved in writing by the Authorized Representative.

1.1.3 The parties to the Contract shall comply with all applicable federal, State and local codes, statutes, ordinances and regulations in the performance of the Work on the Project. References to ODOT matters shall be as set forth in the ODOT Construction and Material Specifications **(CMS)** current as of the date of the opening of bids. Such Construction and Material Specifications are hereby incorporated by reference into the Contract Documents **to specify the required standard of materials and workmanship to be furnished under this Contract,** and to the extent not inconsistent with the Standard Conditions. **Section 100 of the CMS shall not apply to this Contract.**

1.1.4 The State shall have exclusive jurisdiction over any action or proceeding concerning the Contract and performance thereunder. Any such action or proceeding arising out of or related in any way to the Contract or performance thereunder shall be brought only in the Cuyahoga County, Ohio, Court of Common Pleas, and the Contractor irrevocably consents to such jurisdiction. The Contract shall be construed in accordance with the laws of the State.

1.1.5 Other rights and responsibilities of the Contractor, the Engineer and the Village are set forth throughout the Contract Documents and are included under different titles, articles and paragraphs for convenience.

1.1.6 The Village may maintain an action in its own name for violations of any law relating to the Project or for any injury to Persons or property pertaining to the Work, or for any other cause which is necessary in the performance of the Village's duties.

1.1.7 Pursuant to MAYFIELD VILLAGE Charter and Chapter of the Codified Ordinances of MAYFIELD VILLAGE, the Village has adopted contract procedures to be followed instead of certain procedures contained in the ORC. The Contract Documents are intended to give effect to the Village's contract procedures.

1.2 CONDITIONS OF CONTRACT

1.2.1 Nondiscrimination

1.2.1.1 During the performance of the Contract, the Contractor agrees that in the hiring of employees for the performance of Work, including without limitation Work to be performed by a Subcontractor, no Contractor or Subcontractor, and no Person acting on behalf of the Contractor or Subcontractor, shall, by reason of race, religion, national origin, age, sex, disability, or color, discriminate against any citizen in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.

1.2.1.2 The Contractor further agrees that no Contractor or Subcontractor, and no Person acting on behalf of the Contractor or Subcontractor, shall, in any manner,

discriminate against or intimidate any employee hired for the performance of Work on account of race, religion, national origin, age, sex, disability, or color.

1.2.1.3 In the event of the Contractor's noncompliance with the nondiscrimination clauses, the Contract may be terminated or suspended in whole or in part, and the Contractor may be declared not responsive or responsible for further Village contracts or such other sanctions as provided by law.

1.2.2 Hiring Under Public Improvement Contracts

1.2.2.1 Any provision of a hiring hall contract or agreement which obligates a Contractor to hire, if available, only such employees as are referred to the Contractor by a labor organization shall be void as against public policy and unenforceable with respect to employment under any public improvement contract unless, at the date of execution of such hiring hall contract or agreement, or within 30 days thereafter, such labor organization has in effect procedures for referring qualified employees for hire without regard to race, color, religion, national origin, or ancestry and unless such labor organization includes in its apprentice and journeymen membership, or otherwise has available for job referral without discrimination, qualified employees.

1.2.3 Wages and Hours

1.2.3.1 The Contractor shall pay the prevailing wage rates of the Project locality, as determined by the Ohio Bureau of Employment Services, Wage and Hour Division or the U.S. Department of Labor, as applicable, to laborers and mechanics performing Work on the Project.

1.2.3.2 The Contractor shall comply with the provisions, duties, obligations, and is subject to the remedies and penalties of Chapter 4115, ORC or the Davis-Bacon Act, as applicable.

1.2.3.3 The Village's Prevailing Wage Coordinator shall, within seven (7) working days after receipt of a notice of a change in the prevailing wage rates, notify the Contractor of the change, as required by applicable law. The Contractor shall make the necessary adjustment in the prevailing wage rate and pay any wage increase during the term of the Contract.

1.2.4 Notice of Commencement

1.2.4.1 The Authorized Representative shall prepare a Notice of Commencement in affidavit form identifying the name and address of the Village, the Project, the name, address of the Contractor, the date of execution of the Contracts, and the name and address of the Surety for each Contractor, in addition to the name and address of the Authorized Representative upon whom a Claim Affidavit may be served.

1.2.4.2 The Notice of Commencement shall be made available upon request.

1.3 GIVING NOTICE

1.3.1 Whenever any provision of the Contract Documents requires the giving of any notice, such notice shall be deemed to have been validly given if delivered personally to the individual or to a member of the entity for whom the notice is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address of such individual or entity known to the giver of the notice.

1.3.1.1 All notices provided to the Contractor by the Engineer shall be copied to the Authorized Representative.

1.3.1.2 All notices provided to the Engineer by the Contractor shall be copied to the Authorized Representative.

1.3.1.3 All notices provided to the Authorized Representative by the Contractor shall be copied to the Engineer.

1.3.2 When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday, Sunday or a legal holiday, such day will be omitted from the computation and such period shall be deemed to end on the next succeeding day which is not a Saturday, Sunday or legal holiday.

1.4 USE OF FACSIMILE TRANSMISSION

1.4.1 Any notice required to be given by the Contract Documents may be given by facsimile transmission or electronic mail, provided the original signed document is delivered within two (2) days after the date of the facsimile transmission or electronic mailing.

1.4.2 Facsimile transmittals in excess of 10 pages are discouraged.

1.5 CONTRACT DOCUMENTS

1.5.1 Intent

1.5.1.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. The Contractor shall provide all labor and materials necessary for the entire completion of the Work described in the Contract Documents and reasonably implied therefrom to produce the intended results.

1.5.1.2 The Standard Conditions may not be superseded or amended by the Drawings or Specifications unless so provided in Special Conditions prepared by the Engineer.

1.5.1.3 The Drawings shall generally govern dimensions, details and locations of the Work. The Specifications shall generally govern quality of materials and workmanship.

1.5.1.4 The organization of the Specifications in divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.5.1.5 In the event of inconsistencies within or between the Contract Documents, the Contractor shall provide the better quality or greater quantity of Work, and shall comply with the more strict requirement.

1.5.1.6 Unless otherwise specified in the Contract Documents, words which have well-known technical or construction industry meanings are used in accordance with such recognized meanings.

1.5.2 Interpretation

1.5.2.1 If the Contractor finds any perceived ambiguity, conflict, error, omission or discrepancy on or between any of the Contract Documents, including without limitation, the Drawings and Specifications, or between any of the Contract Documents and any applicable provision of law the Contractor, before proceeding with the Work, shall submit a written Request for Information to the Engineer for an interpretation or clarification. The Contractor shall be responsible for the prompt delivery of any such Request for Information.

1.5.2.2 The Engineer shall respond in writing to any and all Requests for Information within three (3) days of receipt.

1.5.2.3 Any interpretation or clarification of the Contract Documents made by any Person other than the Engineer, or in any manner other than in writing, shall not be binding and the Contractor shall not rely upon any such interpretation or clarification.

1.5.2.4 If any change to the Work is made to accommodate unforeseen circumstances, the Engineer shall initiate the appropriate action and notify the Authorized Representative.

1.6 DRAWINGS AND SPECIFICATIONS

1.6.1 Ownership

1.6.1.1 All Drawings and Specifications are the property of the Village.

1.6.1.2 In making copies of the Drawings and Specifications available, the Village does not confer a license or grant permission for any use other than Work on the Project.

1.6.2 Access

1.6.2.1 The Engineer shall maintain an approved set of Drawings and Specifications and the records required by subparagraph GC 3.2.4 at a secure location at the Project. The Engineer may delegate this responsibility to the Contractor upon written notice to the Authorized Representative.

1.6.2.2 The Contractor shall maintain in good order at the Project site one (1) copy of all Drawings, Specifications, Bulletins, Addenda, approved Shop Drawings, catalog data, manufacturer operating and maintenance instructions, certificates, Warranties, Change Orders, and other modifications, including As-Built Drawings.

1.6.2.3 The Contractor shall at all times permit access to the documents described in subparagraph GC 1.6.2.2 and any other Contract Documents by the Authorized Representative and the Engineer.

1.6.3 As-Built Drawings

1.6.3.1 The Contractor shall keep an accurate record of all approved changes made to the Drawings to show actual installation where installation varies from Work as originally shown, including the exact location and depth of underground utility lines.

1.6.3.2 During the performance of the Work, the Contractor shall record, prior to the submission of **final** Application for Payment, any approved changes on the Drawings, neatly in a contrasting color, noting new information not shown on the original Drawings. Failure to so record such changes may cause payment to be withheld or delayed.

1.6.3.3 Where Shop Drawings are used, the Contractor shall cross reference the corresponding sheet numbers on the Drawings and sections of the Specifications. The Contractor shall note related Change Order numbers where applicable.

1.6.3.4 The Contractor shall keep a record of any change made to the Specifications, noting particularly any variation from manufacturer's installation instructions and recommendations.

ARTICLE 2 - THE CONTRACTOR

2.1 CONSTRUCTION PROCEDURES

2.1.1 The Contractor shall be responsible for and have control over all construction means, methods, manners, techniques, sequences and procedures for all portions of the Contractor's Work and shall be responsible for any injury or damage which may result from the Contractor’s Work or from improper construction, installation, maintenance or operation to the fullest extent permitted by law.

2.1.2 Unless otherwise specified in the Contract Documents, the Contractor shall be responsible for properly and accurately laying out all lines, levels, elevations and measurements for all the Work as required by the Contract Documents based on reference staking to be provided by the Engineer or his designee.

2.1.3 The Contractor shall do any cutting, fitting or patching required for the Contractor's Work and shall not endanger the Project by cutting, excavating or otherwise altering the Project, or any part of it.

2.1.3.1 The Contractor requiring sleeves shall furnish and coordinate the installation of the sleeves. The Contractor shall be responsible for the exact location and size of all holes and openings required to be formed or built for the Work, to permit coordination with any Work performed by others on the Project.

2.1.3.2 The Contractor shall allow sufficient time for installation of any Work performed by others before covering or closing the applicable portion of the Project.

2.1.3.3 Patching shall match and blend with the existing or adjacent surface. Any patching required because of Defective or ill-timed Work shall be done by and at the expense of the Contractor.

2.1.4 The Contractor shall not cut away any timber or dig under any foundation or into any wall, or any other part of the Project, without the written approval of the Engineer.

2.1.4.1 Unless otherwise specified in the Contract Documents, the Contractor, prior to starting excavation or trenching, shall determine the location of any underground utilities, notify any public authority and any utility having jurisdiction over the Project or the Project site and secure any required approval.

2.1.4.2 The Contractor shall backfill any excavation with the material specified and approved by the Engineer.

2.1.5 The Contractor shall install all Work in accordance with the Contract Documents and any installation recommendations of the manufacturer, including required heat and dryness for installation of the various materials.

2.1.6 The Contractor shall comply with all requirements and conditions of any National Pollutant Discharge Elimination System (NPDES) general permit, including, but not limited to, implementing and maintaining the control measures specified in the storm water pollution prevention plan, maintaining records of construction activities, removing materials no longer required and taking proper action if there is a reportable quantity spill.

2.2 CONSTRUCTION SUPERVISION

2.2.1 The Contractor shall provide continuous supervision at the Project by a competent superintendent when any Work is being performed, unless waived by the Authorized Representative.

2.2.2 The Contractor's superintendent shall have responsibility and authority to act on behalf of the Contractor. All communications to the Contractor's superintendent shall be as binding as if given directly to the Contractor.

2.2.3 The Contractor shall submit an outline of the qualifications and experience of the Contractor's proposed superintendent, including references, to the Engineer within **5** days of the Notice to Proceed.

2.2.3.1 The Village reserves the right to reject the Contractor's proposed superintendent, **or require that the superintendent or any other persons employed by the Contractor and Sub-contractor(s) be dismissed from the project for any reason whatsoever**. **Such removal or dismissal shall be effective at the start of the next work day.** Any such rejection**(s) or dismissals(s)** shall be determined by the **Engineer.** Failure of the **Engineer** to notify the Contractor of such rejection within 30 days of receipt of the required information shall constitute notice that the Village has no objection.

2.2.3.2 If the Village rejects the Contractor's superintendent, the Contractor shall replace the superintendent at no additional cost to the Village.

2.2.4 The Contractor shall not change or terminate the Contractor's superintendent without written approval of the **Engineer**.

2.2.4.1 If the Contractor proposes to change the Contractor's superintendent, the Contractor shall submit to the Engineer a written justification for the change, along with the name and qualifications of the individual whom the Contractor proposes to be the new superintendent.

2.2.4.2 The procedure provided in paragraph GC 2.2.3 shall be conducted to evaluate the Contractor's proposed new superintendent.

2.3 PROTECTION OF THE PROJECT, OTHER PROPERTY AND UTILITIES

2.3.1 The Contractor shall protect the Contractor's Work from weather, and shall maintain the Work and all materials, apparatus, and fixtures free from injury or damage until Final Acceptance.

2.3.1.1 Work likely to be damaged shall be covered or protected at all times to prevent damage.

2.3.1.2 Any Work damaged by failure of the Contractor to provide coverage or protection shall be removed and replaced with new Work at the Contractor's expense.

2.3.1.3 Any adjacent property, including without limitation Roads, walks, shrubbery, plants, trees or turf, damaged during the Contractor's Work shall be properly repaired or replaced at the Contractor's expense.

2.3.2 Unless otherwise specified in the Contract Documents, the Contractor shall protect the Project and existing or adjacent property and utilities from damage at all times and shall erect and maintain necessary barriers, furnish and keep lighted necessary danger signals at night, and take precautions to prevent injury or damage to individuals or property.

2.3.3 When mail boxes, Road or Street name signs and supports are within the Project Site, the Contractor shall remove and erect them in a temporary location during construction in a manner satisfactory to and as directed by the Engineer. After completion of the Work of the Contractor shall erect the mail boxes, Road or Street name signs and supports in a permanent location in accordance with the Drawings unless otherwise directed by the Engineer. Removal, temporary erection and permanent erection shall be in accordance with U.S. postal regulations.

2.3.4 When cornerstones, monuments and property corner pins are encountered in the performance of the Work, and monument covers are not listed in the bid, the Village will supply them and supervise their precise location and installation, and the Contractor will furnish all the labor, tools and other materials required for such installations. Any labor, tools and materials so furnished shall be paid by Change Order on a not-to-exceed price based on performing the Work on a time and materials basis.

2.3.5 Paragraph GC 5.2 may be invoked for the cost to the Village for repair, re-evaluation of location and replacement of any cornerstone, monument or property corner pin within the Project, damaged, destroyed or made inaccessible during the progress of the Work by the Contractor in violation of subparagraph GC 2.3.4.

2.3.6 The Contractor shall not load, nor permit any part of the Project to be loaded, in any manner that will endanger the Project, or any portion thereof, nor shall the Contractor subject any part of the Project or existing or adjacent property to stress or pressure that will endanger the Project or property.

2.3.7 The Contractor shall provide all temporary bracing, shoring and other structural support required for safety of the Project and proper execution of the Work, including without limitation all necessary support and protection of the property of any public or private utility company.

2.3.8 Unless otherwise specified in the Contract Documents, the Contractor shall remove all snow and ice as may be required for access to and performance of the Work.

2.4 MATERIAL AND EQUIPMENT

2.4.1 The Contractor's material and equipment to be furnished or installed as a part of the Work shall be new and of the quality specified in the Contract Documents. All steel products shall be made in the United States.

2.4.2 Only the material and equipment which are to be used directly in the Work shall be brought to or stored at the Project by the Contractor and the Contractor's Subcontractors and Material Suppliers.

2.4.2.1 The Contractor shall be responsible for the proper storage of all material and equipment brought to the Project.

2.4.2.2 After the material or equipment is no longer required for the Work, the Contractor shall remove such material and equipment.

2.4.3 The Contractor’s materials and equipment shall be not be stored in the Right-of-way unless the location of such storage is approved by the Authorized Representative.

2.4.4 The Contractor shall, before storing materials in gutters, lay suitable drains of sufficient size to carry all the storm water flowing in such gutters. Where the drainage from cross streets or alleys is interfered with or cut off by reason of the nature of the Work, the Contractor shall provide suitable crossings for pedestrians.

2.4.5 No material shall be stored within 20 feet of any fire hydrant.

2.4.6 Private property shall not be used for storage of material and equipment without the prior written permission of the owner or lessee of the private property, and if requested by the Engineer, the Contractor shall provide copies of the written permission.

2.4.7 The Contractor shall restore all storage sites to their original conditions.

2.4.8 The Contractor's material and equipment shall not cause damage to the Project or adjacent property and shall not endanger any individual at, or in the vicinity of, the Project. Non-rubber tired vehicles or equipment shall not be moved on Village streets.

2.4.9 Any injury to any individual or damage to property resulting from the Contractor's material or equipment shall be the responsibility of the Contractor. The provision is intended to be, and shall be construed as consistent with, and not in conflict with, Section 4113.62, ORC, to the fullest extent permitted.

2.5 LABOR

2.5.1 The Contractor shall maintain a sufficient workforce and enforce good discipline and order among the Contractor's employees the employees of the Contractor's

Subcontractors and Material Suppliers. The Contractor shall not permit employment of unfit individuals or individuals not skilled in tasks assigned to them.

2.5.2 The Contractor shall dismiss from the Project any individual employed by the Contractor or the Contractor's Subcontractors and Material Suppliers who is found by the Authorized Representative, pursuant to a recommendation from the Engineer, to be incompetent, guilty of misconduct, or detrimental to the Project.

2.5.3 The Contractor shall employ all legal efforts to minimize the likelihood or effect of any strike, work stoppage or other labor disturbance. Informational pickets shall not justify any work stoppage.

2.6 TRAFFIC AND UTILITIES

2.6.1 Maintenance of Utilities.

2.6.1.1 The Contractor shall at all times provide and maintain access to fire hydrants, water valves, water service boxes, gas valves, gas service boxes, manholes and other similar appurtenances.

2.6.2 Cooperation with Utilities

2.6.2.1. The Contractor shall, in accordance with Section 153.64 ORC, notify all utility companies, all pipe line owners or other parties affected by the Work at least two (2) business days prior to commencement of Work. During the course of construction, the Contractor shall be solely responsible to notify any utility or other service when such utility or service is encountered.

2.6.2.2 The Contractor shall be solely and completely responsible for the protection and replacement of all above ground utilities, structures and appurtenances.

2.6.2.3 The Contractor shall be solely and completely responsible for the protection and replacement of all below ground utilities, structures and appurtenances that may be accurately located by removing manhole covers, valve box covers, and other access point coverings with reasonable effort using hand tools for such removal.

2.6.3 Maintenance of Traffic **(MOT)**

2.6.3.1 When so stated on the Contract Documents, **two way** public traffic shall be maintained during the Project whether it is traffic through the Project or only cross traffic at intersections. Maintenance of traffic shall be required unless otherwise provided in the Contract Documents.

2.6.3.2 At locations on the Project where sewer or water line construction only is called for and a part of the existing pavement will remain in place, traffic shall be maintained and ingress and egress to all public and private entrances shall be provided.

2.6.3.3 Where Maintenance of Traffic is a separate pay item, the price bid shall constitute compensation in full for all MOT activities required by the Contract Documents and by the municipal traffic and law enforcement authorities.

2.6.3.4 When not paid as a separate item, the cost of all required MOT activities shall be included in the price bid for all other work items.

2.6.4. Notice of Closures

2.6.4.1 The Contractor shall notify the applicable fire and police department whenever a street or alley, or a portion of a street or alley is about to be closed to traffic and shall provide notice when such street or alley or portion thereof is to be opened. **No closure shall occur without the explicit permission from the municipality, and the provision of closure and detour plan approved by the Engineer and the Traffic Commissioner.**

2.6.4.2 In the event of the complete closure of any street, alley or private drive, the Contractor shall give written notification to the occupants of all premises affected by the closure. The notification shall include, without limitation, all construction activities that affect traffic at the time notice is required and during the following 30 days.

2.6.4.3. When detours are planned the written notification required by subparagraph GC 2.6.4.2 shall be given at the time of the pre-construction meeting or 30 days in advance of the applicable construction whichever is later.

2.6.4.4 For all lane and ramp closures more than two (2) weeks, the written notification required by subparagraph GC 2.6.4.2 shall be given at least three (3) business days in advance of closure.

2.6.4.5. For short-term lane or ramp closures for two (2) weeks or less, the written notification required by subparagraph GC 2.6.4.2 shall be given at least one (1) day in advance of closure.

2.6.4.6 The Contractor shall report all unforeseen effects on traffic to the Engineer promptly.

2.6.5 Traffic Control Devices

2.6.5.1 All traffic control devices shall be furnished, erected, maintained and removed by the Contractor in accordance with the Ohio Manual of Uniform Traffic Control Devices.

2.7 SAFETY PRECAUTIONS

2.7.1 The Contractor shall take precautions and shall be responsible for the safety of individuals on the Project and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent injury to individuals on or adjacent to the Project. This provision is intended to be, and shall be construed as consistent with, and not in conflict with, Section 4113.62, ORC, to the fullest extent permitted.

2.7.2 The Contractor shall comply with the rules and regulations of the Department of Labor, Occupational Safety and Health Act (OSHA). The Contractor shall be responsible for any fine or cost incurred as a result of any violation or alleged violation.

2.7.3 Prior to the start of any Work, the Engineer shall meet with the Contractor to coordinate the Contractor's methods and equipment for protecting the Project, other property and individuals from damage or injury, in accordance with applicable regulations. This meeting may be part of a pre-construction meeting.

2.7.4 Methods and equipment for protecting the Project, other property and individuals shall be subject to inspection and approval of the appropriate authority having jurisdiction over the Project site.

2.7.5 Work Stoppage Due to Hazardous Materials

2.7.5.1 In the event the Contractor, except a licensed abatement contractor, encounters materials reasonably believed to contain asbestos, polychlorinated biphenyl (PCB) or other hazardous waste or material, which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Authorized Representative and the Engineer in writing. A licensed abatement contractor shall report the condition to the Authorized Representative and the Engineer in writing and shall remove the waste or material or render it harmless.

2.7.5.2 The Work in the affected area shall be resumed upon written notice from the Engineer that the material has been removed or rendered harmless.

2.7.5.3 The term "rendered harmless" shall mean that the level of exposure is less than any applicable exposure standards set forth in OSHA or other applicable regulations.

2.7.6 Hazardous Materials to be used at the Project shall be identified by a Material Safety Data Sheet (MSDS). The applicable MSDS shall be prepared by the Contractor and submitted to the Engineer prior to a Hazardous Material being brought to the Project site. The Contractor shall maintain all applicable MSDSs on site whenever Work is in preparation or progress.

2.8 REPORTING OF VEHICLE DAMAGE CLAIMS

2.8.1 When a Person reports damage to a vehicle, whether orally or in writing, to the Contractor, the Contractor shall file a written report, including copies of applicable police reports, with the Authorized Representative within three (3) days.

2.9 USE OF FIRE HYDRANTS

2.9.1 The Contractor shall make any necessary arrangements with the Village of Cleveland, Division of Water and MAYFIELD VILLAGE Fire Department for any use of fire hydrants in connection with the Work.

2.9.2 Unless otherwise specified in the Contract Documents, the Contractor shall provide all water necessary for the Contractor's Work.

2.10 TEMPORARY FACILITIES

2.10.1 Unless otherwise specified in the Contract Documents, the Contractor shall provide, and maintain in a clean condition, adequate and approved sanitary facilities for use by all Persons at the Project in coordination with the Engineer and the Contractor.

2.10.2 The Contractor shall be responsible for all temporary drainage necessary for the Contractor's Work and shall employ pumps, trenches, drains, sumps or other necessary elements as required to afford satisfactory working conditions for the protection, execution and completion of the Project.

2.10.3 Unless otherwise specified in the Contract Documents, the Contractor shall make all arrangements for temporary light and power services and shall pay all charges, both for service installation and removal, if required, and for energy consumed until Final Acceptance of the Project.

2.11 ENVIRONMENTAL PROTECTION AND PERMITS

2.11.1 The Contractor shall comply with all federal, State and local laws and regulations relating to pollution of the environment.

2.11.2 When the Work area is located in or adjacent to streams and other watercourses, the area shall be separated from the main stream by a dike or barrier to keep sediment from entering the stream. The Contractor shall take care during the construction and removal of such barriers to minimize siltation of the stream and watercourse.

2.11.3 Control of ground water and water in excavations shall be accomplished in a manner that will prevent degradation of the quality of any surface water. Wells and well points shall be installed with suitable screens and filters where necessary to prevent the continuous pumping of fines. The discharge of sediment laden water from pumping shall be performed in a manner to prevent degradation of streams, watercourses, lakes, ponds, or other areas of water impoundment. Such prevention may require, without limitation, the use of ditch check dams, sediment traps, sediment basins, sediment pits or other control devices and methods necessary to prevent adverse effects to surface waters as provided in Chapter 3745-1-04, OAC. The cost of constructing and maintaining these measures shall be borne by the Contractor.

2.11.4 Water from aggregate washing or other operations containing sediment shall be treated by filtration, settling basins or other measures sufficient to reduce the sediment concentration to not more than that of the stream, watercourse, lake, pond or the area of water impoundment.

2.11.5 Local Permits

2.11.5.1 Unless otherwise specified in the Contract Documents, the Contractor shall obtain and maintain any permit or license required by local authorities having jurisdiction over the Project and pay any related fees and tap fees.

2.11.6 National Pollutant Discharge Elimination System (NPDES) Storm Water General Permit

2.11.6.1 The Engineer shall secure any NPDES general permit by submitting a notice of intent application form (NOI) to the Ohio Environmental Protection Agency at least 45 days prior to the start of construction.

2.11.6.2 The Engineer shall prepare and certify a storm water pollution prevention plan to provide sediment and erosion controls at the Project.

2.11.7.3 The Engineer shall prepare and process the required notice of termination (NOT) prior to Contract Completion.

2.12 TESTS

2.12.1 Unless otherwise specified in the Contract Documents, the Contractor shall apply, secure and pay for any inspection, testing or approval required by the Contract Documents, laws,

ordinance, rules, regulations or orders of any public authority having jurisdiction over the Project.

2.12.1.1 The Contractor shall give the Engineer and the Authorized Representative reasonable notice of the date arranged for such inspection, testing or approval.

2.12.1.2 The Contractor shall provide an original report of the inspection, testing or approval to the Engineer for approval. **The results of soil compaction and moisture content, asphalt temperature, concrete temperature and slump tests, concrete beam breaks and any other field test, shall be provided to the Construction Observer immediately, and written reports shall be provided to the Engineer within 24 hours.**

2.12.2 If after the commencement of the Work, the Engineer determines that any portion of the Work requires special inspection, testing or approval, in addition to any inspection, testing or approval provided for or required by the Contract Documents, in order to insure conformance to the Contract Documents, the Engineer may instruct the Contractor in writing to order such special inspection, testing or approval, or the Engineer may make the arrangements for same.

2.12.2.1 If such special inspection, testing or approval reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall pay all costs associated with such special inspection, testing or approval.

2.12.2.2 If such special inspection, testing or approval reveals that the Work is in compliance with the Contract Documents, the Contractor will be paid, by appropriate Change Order, for all costs associated with such special inspection, testing or approval.

2.12.3 Neither the observations of the Engineer in the administration of the Contract, nor inspections, tests or approvals by Persons other than the Contractor shall relieve the Contractor from the Contractor's obligation to perform the Work in conformity with the Contract Documents.

2.13 CLEANING UP

2.13.1 During the progress of the Work, the Contractor shall be responsible for the removal and off-site disposal of all waste and excess materials and rubbish attributable to the Work to an appropriate disposal site. Temporary on-site storage of waste materials and rubbish may be permitted as designated by the Engineer.

2.13.1.1 The Contractor shall, at the end of each working day or as directed by the Engineer, remove all waste materials and rubbish from the Project.

2.13.1.2 The Contractor shall, as required for the Project or as directed by the Engineer, remove any waste materials or rubbish from areas adjacent to the Project.

2.13.1.3 The Contractor shall, as required for the Project or as directed by the Engineer, take all necessary actions to minimize and clean dust and mud from the Project. **All mud shall be removed from pavements and drive aprons on a daily basis, or more frequently when directed by the Engineer.**

2.13.2 If the Contractor fails to clean up during the progress of the Work, the provisions of paragraph GC 5.2 may be invoked.

2.13.3 If the Contractor fails to maintain the areas adjacent to the Project clean and free of dust, mud, waste and excess materials and rubbish, upon written notification by the Engineer, the Authorized Representative shall direct the local jurisdiction having responsibility for the area to clean the area or shall employ another Person to clean the area.

2.13.3.1 The cost of cleaning the area adjacent to the Project shall be deducted from the responsible Contractor as the Engineer recommends and the Authorized Representative determines to be appropriate.

2.13.3.2 The decision of the Authorized Representative shall be final, subject to proceedings in accordance with Article 8.

2.14 SUBSTITUTIONS

2.14.1 Substitutions for Standards or Approved Equals shall not be considered after the bid opening unless listed on the Substitution Sheet or the Contractor can conclusively demonstrate to the Engineer one of the following conditions:

2.14.1.1 Unavailability of all Standards or Approved Equals through no fault of the Contractor or the Contractor's Subcontractors and Material Suppliers;

2.14.1.2 All Standards or Approved Equals are no longer produced;

2.14.1.3 All Standards or Approved Equals will not perform as designed.

2.15 EXPLOSIVES AND BLASTING

2.15.1 Blasting will not be permitted and explosives may not be brought onto or kept on the site of the Project, except with prior written approval of the Authorized Representative.

2.15.2 All blasting, storing and handling of explosives shall be done as prescribed in any applicable regulations.

2.15.3 The Contractor shall carry appropriate liability insurance and shall be responsible for any injuries to individuals or damages to property resulting from any blasting operation.

2.16 EMERGENCY

2.16.1 In the event of an emergency affecting the safety of the Project, other property or individuals, the Contractor, without special instruction or authorization, shall act to prevent any threatened damage, injury or loss.

2.16.2 The Contractor shall give the Engineer and the Authorized Representative written notice if the Contractor believes that any significant change in the Work or variation from the Contract Documents has been caused by any emergency or action taken in response to an emergency.

2.16.3 If the Engineer recommends that a change in the Contract Documents be made because of any emergency or action taken in response to an emergency, and the Authorized

Representative approves, a Change Order will be processed, subject to final approval by the Village Council, if applicable.

2.17 UNCOVERING THE WORK

2.17.1 If any Work is covered contrary to the requirements of the Contract Documents or to the written request of the Engineer, such Work must, if required by the Engineer in writing, be uncovered for observation and replaced, if not in conformity with the Contract Documents, and recovered at the Contractor's expense.

2.17.2 If any Work has been covered in accordance with the Contract Documents and is Work which the Engineer had not requested the opportunity to observe prior to covering, the Engineer may request that such Work be uncovered by the Contractor.

2.17.2.1 If such Work is found not to be in conformity with the Contract Documents, the Contractor shall pay all costs of uncovering, replacing and recovering the Work.

2.17.2.2 If such Work is found to be in conformity with the Contract Documents, the cost of uncovering and replacing and recovering the Work shall, by appropriate Change Order, be paid to the Contractor.

2.18 CORRECTION OF THE WORK

2.18.1 The Engineer shall notify the Contractor in writing if any Work is found by the Engineer to be Defective, whether observed before or after Contract Completion. The Engineer shall specify in the written notice the time within which the Contractor shall correct the Defective Work.

2.18.2 The Contractor shall bear all costs of correcting such Defective Work, including the cost of any consequential damages.

2.18.3 If the Contractor fails to correct any Defective Work within the time fixed in the written notice, the Village may correct such Work and obtain recovery of all costs, including any consequential damages, from the Contractor or the Contractor's Surety.

2.19 INTERRUPTION OF EXISTING SERVICES

2.19.1 Whenever it becomes necessary to interrupt existing services in use by the Village or its residents, such as sewer, water, gas and steam lines, electric or telephone and cable service, the Contractor responsible for the Work shall continue the Work on a non-stop 24-hour basis until the Work is completed and the service restored, or at such alternate time required by the Authorized Representative.

2.19.2 Before beginning such Work, the Contractor shall apply in writing to and receive approval in writing from the Authorized Representative and the Person with appropriate jurisdiction over the Project, to establish a time when interruption of the service will cause a minimum of interference with the activities of the Village and its residents.

ARTICLE 3 – THE ENGINEER

3.1 PROJECT OVERSIGHT

3.1.1 The Engineer shall notify, advise and consult with the Authorized Representative and shall protect the Village against Defective Work throughout the completion of the Project.

3.1.1.1 The Engineer shall designate a **Construction Observer**, who shall be approved by the Authorized Representative, to attend the Project, as required by any agreement between the Village and the Engineer for the Project, to observe and check the progress and quality of the Work and to take such action as is necessary or appropriate to achieve conformity with the Contract Documents.

3.1.1.2 It shall be the duty of the Engineer to have any consultant attend the Project at such intervals required by any agreement between the Village and the Engineer for the Project or as may be deemed necessary by the Authorized Representative to review the Work in order to achieve the results intended by the Contract Documents.

3.1.1.3 The Engineer shall provide the observation of the construction of this project at an hourly rate and for the actual hours accrued by the construction observer. If the hours of such observation exceeds the hours indicated on the Bid Proposal the Village may, at its sole discretion, subtract the cost for excess from any final payment due to the Contractor. No credit will be given for unused hours. No payment for construction observation shall be made to the contractor.

3.1.2 The Engineer shall have the authority to disapprove or reject any item of Work which is Defective, or that the Engineer believes will not produce a Project that conforms to the Contract Documents, or that will prejudice the integrity of the design concept of the Project as a functioning whole as indicated by the Contract Documents. The Engineer shall immediately notify the Authorized Representative at any time that Work has been disapproved or rejected.

3.1.3 The Engineer shall not be responsible for construction means, methods, manners, techniques, sequences, procedures, safety precautions and programs in connection with the Work, or for the Contractor's failure to carry out the Work in conformity with the Contract Documents.

3.2 CONTRACT ADMINISTRATION

3.2.1 The Engineer shall provide administration of the Contracts for the Project as provided in any agreement between the Village and the Engineer for the Project and the Contract Documents and including without limitation the performance of the functions hereinafter described.

3.2.1.1 The Engineer shall secure any NPDES general permit by submitting a notice of intent application form (NOI) to the Ohio Environmental Protection Agency at least 45 days prior to the start of construction. The Engineer shall prepare and certify a storm water pollution prevention plan and process the required notice of termination (NOT) prior to completion of the Project.

3.2.1.2 The Engineer shall attend any and all progress and coordination meetings. The Engineer shall prepare an agenda and a written report of each progress and coordination meeting and distribute the report to the Authorized Representative and the Contractor. The Engineer shall not delegate the duty to prepare the agenda and written reports of any progress or coordination meeting.

3.2.1.3 The Engineer may authorize minor changes or alterations in the Work not involving additional costs and not inconsistent with the overall intent of the Contract Documents but has no authority to authorize the Contractor to perform additional or extra work for which the Contractor will seek compensation in addition to the Contract Price.

3.2.1.4 The Engineer shall review and approve, or recommend approval, of all forms required under the Contract Documents.

3.2.1.5 The Engineer shall render decisions in connection with the Contractor's responsibilities under the Contract Documents, and submit recommendations to the Authorized Representative for enforcement of the Contract as necessary. The Engineer shall not have authority to authorize the Contractor to perform additional or extra Work for which the Contractor will seek compensation.

3.2.2 The Engineer shall monitor the progress of the Work for conformance with the Construction Schedule and shall initiate revisions of the Construction Schedule as required by the Contract Documents.

3.2.3 In the event of default by the Contractor, the Engineer shall cooperate with the Village and the Contractor's Surety to Contract Completion.

3.2.4 The Engineer shall keep a daily log containing a record of weather, number of workers on site for each Contractor, identification of equipment, Work accomplished, problems encountered and other similar relevant data.

3.2.5 The Engineer will be the initial interpreter of all requirements of the Contract Documents, pursuant to paragraph GC 1.5.2. All decisions of the Engineer shall be subject to final determination by the Village.

3.2.6 The Engineer shall be authorized to require special inspection, testing or approval of the Work, as provided in paragraph GC 2.12, whenever in the Engineer's reasonable opinion such action is necessary or advisable to insure the proper conformance to the Contract Documents.

3.2.7 Based upon the Engineer's on-site observations and evaluation of the Contractor's Application for Payment, the Engineer shall review and certify the amounts due the Contractor. The Engineer may recommend to the Village that payment be withheld from, or Liquidated Damages be assessed against, a Contractor's Application for Payment, stating the reasons for such recommendation. The Engineer's certification for payment shall constitute a representation to the Village that the Work has progressed to the point indicated and that, to the best of the Engineer's knowledge, information and belief, the Work is in conformity with the Contract Documents and the Contractor is entitled to payment in the amount certified.

3.2.8 The Engineer shall review and approve or take other appropriate action upon the Contractor's submittals, within the required time, for the purpose of checking for conformity with the Contract Documents.

3.2.9 The Engineer shall prepare all Bulletins and Change Orders, including a cost estimate and supporting documentation and data.

3.2.10 The Engineer shall conduct inspections to determine the date of Contract Completion and shall receive, review and forward to the appropriate Person all Project record submittals required by the Contract Documents.

3.2.11 The Engineer shall render written recommendations or decisions, within the time specified, on all claims, disputes or other matters in question between the Contractor and the Village and shall provide information or services to the Village until final disposition of all claims.

3.3 CONSTRUCTION LAYOUT STAKING

3.3.1 MAYFIELD VILLAGE, through the office of the Village Engineer, will furnish the construction layout staking for those tasks specified herein. The Contractor shall exercise care in the preservation of original reference points, bench marks and layout stakes; and when they are damaged, lost, displaced or removed due to any act of the Contractor, they shall be replaced or reset by the Engineer, the cost of which work shall be deducted from any payments due to the Contractor.

3.3.2 The Contractor shall provide field forces and shall assist the surveyors using all available means, which may be necessary for the correct layout of the work shown on the plans or called for in the specifications. The Contractor must provide three (3) business days notice to the Village Engineer to schedule construction staking and re-staking.

3.3.3 The allowance is based on the specifications described herein for the items described herein. Cost for any variation to the specifications or additions of other items due to specific requirements of the project contractor will be deducted from any payments due to the contractor. A pre-construction meeting with the Surveyor and contractor should be held, to discuss the survey schedule, in order to maximize production per site visit and any contractor requirements. The allowance provided is for one time staking. Any survey stakes which are disturbed or destroyed, can be replaced with time and materials charged to the contractor.

3.3.3.1 WATERLINE

The surveyor will provide one set of location and grade stakes, either on centerline or on a designated offset for the waterline, at a minimum of 100-foot intervals. The surveyor will also provide location and grade stakes for all line valves, main line tees and new hydrant locations.

3.3.3.2 SANITARY SEWER

The surveyor will provide location and grade stakes, one at the center and one at a designated offset for each manhole, and if requested by the contractor, at 100-foot intervals or the midpoint of the sewer run.

3.3.3.3 STORM SEWER

The surveyor will provide location and grade stakes, one at the center and one at a designated offset for each manhole, and if requested by the contractor, at 100-foot intervals or the midpoint of the sewer run. The surveyor will also provide two location and grade stakes for each catch basin, at a designated offset on either side of the catch basin along the curb line.

3.3.3.4 ROADWAY

The surveyor will provide location and grade stakes at a designated offset along both sides of the road, referencing the new curb lines. Stakes will be placed at 25-foot intervals along horizontal and vertical curve portions, at 50-foot intervals along tangent portions, and at P.C., P.T., B.V.C., E.V.C., H.P. and L.P. locations along the roadway.

3.3.3.5 MISCELLANEOUS ITEMS

The surveyor will provide reference staking for all existing roadway monuments and replace said monument at the completion of the project. The surveyor will also reference all affected property boundary monuments and replace said monuments at the completion of the project.

3.3.4 The Contractor shall be responsible for the finished work conforming to the lines, grades, elevations and dimensions shown on the plans or called for in the specifications. 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 proper lines, grades, elevations and dimensions of the several parts of the work.

3.3.5 The Contractor shall use competent personnel and suitable equipment for such additional layout work as may be required for work not specified herein, and shall provide that it is done under the supervision of a Registered Professional Engineer or Registered Surveyor.

3.3.6 All of the above and other miscellaneous materials and operations necessary for the completion of the project are the responsibility of the Contractor and should be included in the prices bid for other items of work.

ARTICLE 4 - CONSTRUCTION PHASE COORDINATION

4.1 RESPONSIBILITY OF CONTRACTOR

4.1.1 The Contractor shall complete portions of the Work in such order and time as provided in the Construction Schedule.

4.1.2 If any part of the Contractor's Work is preceded by the Work of another Person, the Contractor shall inspect such preceding Work before commencing any Work, and report in writing to the Engineer any defects which render the preceding Work unsuitable as related to the Contractor's Work.

4.1.2.1 Failure of the Contractor to make such inspection and report in writing, as required by subparagraph GC 4.1.3, shall constitute an acceptance of the

preceding Work as fit and proper for the reception of the Contractor's Work, except as to latent defects which such an inspection would fail to disclose.

4.1.3 The Contractor shall supervise and coordinate the Work in conformity with directions from the Engineer and the Authorized Representative, as provided in the Contract Documents.

4.1.4 **No work shall be performed without the presence of the Engineer's designated Construction Observer, and any work done when the Construction Observer is not present shall be deemed Defective Work and be subject to removal at no cost to the Village, or the remedies set forth herein in Article 5.2** The Contractor shall give a **minimum of 48 hours** notice to the Engineer when the Engineer's presence is required for **construction observation**, special consultations, inspections, testing, approval or decisions. **The Contractor is responsible for ensuring that the Construction Observer has been notified when previously scheduled work has been cancelled, and shall be responsible for the cost of a minimum of three hours of the Construction Observation time in the event that such notice has not been provided.**

4.1.5 If the Contractor fails to perform the Contract according to the requirements of the Contract Documents, such failure to perform may be just cause for the Village to find the Contractor is not lowest responsive and responsible for future contract awards.

4.1.6 The Contractor shall consult with the Engineer and the Authorized Representative to obtain full knowledge of all rules, regulations or requirements affecting the Project. The Contractor shall establish the regular working hours, subject to approval by the Engineer and the Authorized Representative. Night working hours and working hours on Saturdays, Sundays and holidays are not permitted without the prior written consent of the Engineer and the Authorized Representative.

4.1.7 In cooperation with the directions of the Engineer, the Contractor shall coordinate the Work with the activities and responsibilities of the Engineer and the Village to complete the Project in accordance with the Contract Documents.

4.1.8 The Contractor shall cooperate with the Engineer and the Authorized Representative so as not to interfere with, disturb, hinder or delay the Work of or interfere with, disturb, hinder or delay the responsibilities of the Engineer and the Village.

4.2 CONSTRUCTION SCHEDULE

4.2.1 The Contractor shall prepare the Construction Schedule for the Project. Critical path scheduling methods shall be used for all Projects where the Engineer's estimate exceeds $500,000 unless waived in writing by the **Engineer**.

4.2.1.1 Within seven (7) days of the date of the Notice to Proceed, the Contractor shall furnish to the Engineer a proposed Construction Schedule for the prosecution of Work on the Project.

4.2.1.2 The Engineer shall, within seven (7) days of receipt of the Contractor's proposed schedule, provide revisions of the proposed Construction Schedule to the Contractor. The Contractor shall, within five (5) days of receipt of the revisions, prepare a revised Construction Schedule and submit such revised Construction Schedule to the Engineer together with all information requested and required by the Engineer for intelligent review. The Engineer shall submit four (4) copies of the revised Construction Schedule, together with any recommendation thereon in writing, to the Authorized Representative within three (3) days of receipt.

4.2.1.3 The Construction Schedule shall not exceed the time limits specified in the Contract Documents and the Notice to Proceed, shall provide for reasonable, efficient and economical execution of the Work and shall be related to the entire Project to the extent required by the Contract Documents.

4.2.1.4 The Construction Schedule shall be used to plan, organize and execute the Work, record and report actual performance and progress and show how all remaining Work shall be coordinated to Contract Completion.

4.2.2 The Contractor shall, with the assistance of the Engineer, prepare a Construction Schedule and a schedule of submittals which is coordinated with the Construction Schedule, within 30 days of the date of the Notice to Proceed, or such longer period as mutually agreed by the Engineer and the Authorized Representative in writing upon timely written request by the Contractor, by providing, without limitation, the following information.

4.2.2.1 A graphic presentation of the sequence of the Work for the Project which includes, without limitation, the Contractor's resource loading curve in the media and format required by the Engineer;

4.2.2.2 Identification of each phase of the Work and any milestone completion dates;

4.2.2.3 Identification of activities and durations for all Shop Drawings, and other submittal, review and approval, product review and procurement, fabrication, shop inspection and delivery including, without limitation, lead time, coordination drawing delivery, Punch List, Project close-out, Contract Completion and occupancy or utilization requirements;

4.2.2.4 Identification of disruptions and shutdowns due to other operations, facilities and functions, if any;

4.2.2.5 Identification of the critical path of the Work;

4.2.2.6 Identification of crew size and total resources hours for each activity in the Construction Schedule;

4.2.2.7 The Contractor's signature.

Any of the foregoing information may be waived by the Engineer.

4.2.3 The Engineer shall provide complete specifications for the format of the Construction Schedule. Unless waived by the Engineer, the Contractor shall develop the Construction Schedule using commercially available personal computer software recommended by the Engineer, in graphic and tabular form. Final copies shall be provided in color for 11" X 17" size. All base line and updated schedules shall be submitted electronically to the Engineer, in graphic and tabular form. The Contractor shall provide clear graphics, legends and other necessary data, including without limitation, milestones, constraints and items required by the Project, the Engineer and the Village.

4.2.4 The Contractor shall provide monthly updates to the Construction Schedule to the Engineer and the Authorized Representative. Unless waived by the Engineer, each update shall show the Project Name and Contract and contain lines for signatures and dates of approvals. Each update shall provide activity identification and a description for each activity broken down to a maximum 15-day duration, the Contractor's resources and crew size for each activity, early start dates, early finish dates, late start dates, late finish dates, predecessor and successor activities for each activity, free float, total float and percentage completion, and each update shall identify the logic relationship between all activities and shall show all submittal dates, coordination drawing input, review and approval durations. Together with each update, the Contractor shall provide a list of all changes to the previously approved base line Construction Schedule or the previous update.

4.2.5 The Construction Schedule shall be used as a tool for scheduling and reporting sequenced progress of the Work using early start dates and early finish dates. Free float and total float are resources of the Project and the use of float associated with an activity is not permitted without the concurrence of the Engineer and the Village.

4.2.6 Immediately after the Contractor has signed the Construction Schedule, the Engineer shall submit it and the schedule of submittals to the Authorized Representative or return them to the Contractor with recommendations for revision. No payment will be made without a Construction Schedule approved by the Contractor, signed by the Engineer and accepted by the Authorized Representative.

4.2.7 Unless otherwise specified by the Contract Documents, the Contractor shall, on a monthly basis, prepare and submit to the Engineer a written report describing activities begun or finished during the preceding week, Work in progress, expected completion of the Work, a projection of all activities to be started or finished in the upcoming two (2) weeks in the form of a schedule printout, including without limitation, the Contractor's workforce crew size and total resource hours associated with such Work and any other information requested by the Engineer. The aforementioned information shall be included in the minutes of Project meetings on a timely basis.

4.2.8 From time to time the Engineer shall provide monthly progress reports to the Authorized Representative which **may** include recommendations for adjusting the Construction Schedule to meet milestone completion dates and Contract Completion dates.

4.2.8.1 When it is apparent to the Engineer that critical path activities, scheduled milestone completion dates, or Contract Completion dates will not be met, the Engineer shall **require the Contractor to submit** a time recovery plan to avoid or minimize any delay.

4.2.8.2 Such a plan may include, without limitation, increasing the Contractor's workforce in such quantities as will eliminate the backlog of Work, increasing the number of working hours per shift, shifts per workday, workdays per week, the amount of construction equipment, or any combination thereof, rescheduling of activities to achieve maximum practical concurrency of Work efforts and, if appropriate, time extensions.

4.2.8.3 If the **Engineer** approves the plan, a revised Construction Schedule shall be prepared by the Contractor and signed and approved in accordance with subparagraphs GC 4.2.6 and 4.2.7. If the **Engineer** fails to approve the plan, the Contractor shall immediately provide an alternate plan to the Engineer in writing.

4.2.9 Unless otherwise specified in the Contract Documents, the Contractor shall update the Construction Schedule and the schedule of submittals on a monthly basis and upon approval of the Contractor in accordance with subparagraph GC 4.2.8.3.

4.2.9.1 The updated Construction Schedule shall include a table showing all changes to the previous schedule, including without limitation changes to logic and float, and showing actual start and finish dates.

4.2.9.2 The updated Construction Schedule shall be signed by the Contractor and the Engineer and shall serve as an affirmation that the Contractor agrees to and can meet the requirements of the updated Construction Schedule.

4.2.9.3 Once the Contractor has signed the updated Construction Schedule, the updated Construction Schedule shall be submitted by the Engineer to the Authorized Representative in accordance with paragraph GC 4.2.7.

4.2.9.4 No payment will be made without an updated Construction Schedule **signed by the Contractor and approved by the Engineer.**

4.3 PROJECT MEETINGS

4.3.1 The Contractor and all appropriate Subcontractors shall attend Project meetings as requested by the Engineer. As determined by the Engineer, the purpose of Project meetings may include, without limitation, review of progress in the Work, discussion of

anticipated progress, and review of critical operations and existing and potential problems.

4.3.2 The Contractor shall be represented at every Project meeting by a Person authorized with signature authority to make decisions regarding possible modification of the Contract Documents.

4.3.2.1 The Engineer shall notify the Contractor of the time and place of each Project meeting.

4.3.2.2 The Contractor shall have any of the Contractor's Subcontractors and Material Suppliers attend a Project meeting as deemed advisable by the Contractor or as requested by the Engineer.

4.3.3 The Engineer shall prepare a written report of each Project meeting and distribute such report to the Authorized Representative and the Contractor. The Engineer shall not delegate the duty to prepare a written report of each Project meeting.

4.3.3.1 If any Person in attendance objects to anything in a report of a Project meeting, the Person shall notify the Engineer, the Authorized Representative and any other affected Person in writing explaining the objection.

4.3.3.2 The Engineer shall attach any objection made to a report of a Project meeting and any response thereto to the report.

ARTICLE 5 - VILLAGE'S RIGHTS AND RESPONSIBILITIES

5.1 THE VILLAGE

5.1.1 Information and services required of the Village shall be furnished in good faith and in a timely manner to avoid interference with, delay, hindrance or disruption in the progress of the Project.

5.1.2 The Village and the Village's officials, employees, consultants, agents and representatives shall at all times have access to the Work whenever the Project is in preparation or progress.

5.1.3 Upon the issuance of the Notice to Proceed or at a reasonable time thereafter, the Village shall provide the Contractor the Project site in such condition to permit the Contractor to perform the Work.

5.1.4 The Village may send directions to the Contractor through the Engineer or the Authorized Representative.

5.1.5 The foregoing are in addition to other rights and responsibilities of the Village enumerated herein and especially those in respect to the Village's right to prosecute the Work, approve payments and accept the Project.

5.2 THE VILLAGE'S RIGHT TO PROSECUTE WORK AND BACK-CHARGE CONTRACTOR

5.2.1 If the Contractor provides Defective Work or fails or neglects to prosecute the Work with the necessary diligence so as to complete the Work within the time specified in the Contract Documents or any portion of the Work by the applicable milestone date as set

forth in the current Construction Schedule, the Engineer shall notify the Contractor in writing of such failure or neglect.

5.2.2 If the Contractor fails or refuses to cure such Defective Work or failure or neglect within three (3) business days after receipt of the written notice, the Engineer shall recommend enforcement of the Contract to the Village pursuant to subparagraphs GC 3.1.2 and 3.2.1.5. Without prejudice to any other remedy the Village may have, the Village may employ upon the Work the additional force, or supply the materials or such part of either as is appropriate, to correct the deficiency in the Contractor's Work, as determined by the Authorized Representative.

5.2.2.1 In such case, a Change Order shall be issued deducting from payments then or thereafter due the Contractor the costs of correcting such deficiency, including without limitation Liquidated Damages.

5.2.2.2 If the payments then or thereafter due the Contractor are not sufficient to cover such costs, the Contractor and the Contractor's Surety shall pay the amount of the insufficiency to the Village.

5.2.2.3 The decision of the Authorized Representative to back-charge the Contractor shall be final, subject to proceedings in accordance with Article GC 8.

5.2.3 The Village reserves the right to furnish at any time such materials and labor and to prosecute such work in addition to the Work of the Contractor as the Village may desire; provided, however, that if such prosecution of additional work should interfere with, disrupt, hinder or delay the Work of the Contractor, the Contractor shall be entitled to a reasonable extension of time in accordance with these General Conditions. This provision is intended to be, and shall be construed as, consistent with, and not in conflict with, Section 4113.62, ORC, to the fullest extent permitted.

5.3 THE VILLAGE'S RIGHT TO PARTIAL USE

5.3.1 If the Village finds it necessary to use a portion of the Project prior to Contract Completion, such use may be accomplished if the Engineer informs the Village that the portion in question has been approved for use.

5.3.2 If Partial Use is approved by the Village, the Engineer may process either a Change Order or a certificate listing the uncompleted or Defective Work under the Contract for approval by the Village, provided that no such occupancy or use shall commence before any insurers providing property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby.

5.3.3 From the date of execution of the Change Order or certificate by the Authorized Representative, the Contractor shall be relieved of obligation to maintain the accepted portion of the Work, but shall remain obligated to correct any uncompleted or Defective Work, including, without limitation any Punch List items then uncorrected. The Contractor shall continue to carry the appropriate insurance during performance of any Punch List Work.

5.3.4 Partial Use of the Project by the Village shall not constitute acceptance of any Work not in conformity with the Contract Documents. Partial Use shall not relieve the Contractor of liability for any express or implied warranties or from responsibility for Defective Work.

ARTICLE 6 - TIME

6.1 TIME OF ESSENCE

6.1.1 Time is of the essence to the Contract Documents and all obligations thereunder. By executing the Contract Form, the Contractor acknowledges that the time for Contract Completion, and by signing the Construction Schedule that any specified milestone completion dates, are reasonable, taking into consideration the average climatic range and usual conditions prevailing in the locality of the Project.

6.1.1.1 The Contractor agrees that the Notice to Proceed shall establish the date for commencement of the Work.

6.1.1.2 The Contractor agrees that the Village has entered into, or may enter into, agreements or representations based upon the Contractor achieving Final Acceptance within the time for Contract Completion.

6.1.1.3 The Contractor agrees that the Work will be prosecuted in a reasonable, efficient and economical sequence, in cooperation the Engineer and in the order and time as provided in the Construction Schedule.

6.1.1.4 The Contractor agrees that the possibility that the Contractor may be subject to interference, disruption, hindrance or delay in the progress of the Work from any and all causes is within the contemplation of the parties and that the sole remedy for such interference, disruption, hindrance or delay shall be an extension of time granted pursuant to paragraph GC 6.2, except if otherwise required by Section 4113.62, ORC.

6.2 EXTENSIONS

6.2.1 If the Contractor is interfered with, disrupted, hindered or delayed at any time in the progress of the Work by any of the following causes, the time for Contract Completion, shall be extended for such reasonable time which the Authorized Representative determines, in consultation with the Engineer, has been caused by the interference, disruption, hindrance or delay in the Work:

6.2.1.1 Due to suspension of the Work for which the Contractor is not responsible; inclement weather conditions not normally prevailing in the particular season; labor dispute, excluding informational pickets; fire; or flood; or

6.2.1.2 Due to any unforeseeable cause beyond the control and without fault or negligence of the Contractor.

6.3 SOLE REMEDY

6.3.1 To the fullest extent permitted by law, any extension of time granted pursuant to paragraph GC 6.2 shall be the sole remedy which may be provided by the Village, and the Contractor shall not be entitled to additional compensation from the Village or mitigation of Liquidated Damages for any applicable delay, interference, hindrance or disruption, including, without limitation, costs of acceleration, consequential damages, loss of efficiency, loss of productivity, lost opportunity costs, impact damages, lost profits or other similar remuneration. The Contractor agrees that the possibility that the Contractor may accelerate its performance to meet the Construction Schedule is within the contemplation of the parties and that any such acceleration is solely within the

discretion of the Contractor. This provision is intended to be, and shall be construed as consistent with, and not in conflict with, Section 4113.62, ORC, to the fullest extent permitted.

6.4 REQUEST FOR EXTENSION

6.4.1 Any request by the Contractor for an extension of time shall be made by written notice and delivered to the Engineer no more than 10 days after the initial occurrence of any condition which, in the Contractor's opinion, entitles the Contractor to an extension of time. Failure to timely provide such notice to the Engineer shall constitute a waiver by the Contractor of any claim for extension, damages or mitigation of Liquidated Damages, to the fullest extent permitted by law.

6.4.2 The Contractor's request shall provide the following information so that a timely response may be made to minimize any resulting damage, injury or expense.

6.4.2.1 Nature of the interference, disruption, hindrance or delay;

6.4.2.2 Identification of Persons and events responsible for the interference, disruption, hindrance or delay;

6.4.2.3 Date (or anticipated date) of commencement of the interference, disruption, hindrance or delay;

6.4.2.4 Activities on the Construction Schedule which may be affected by the interference, disruption, hindrance or delay, or new activities created by the interference, disruption, hindrance or delay and the relationship with existing activities;

6.4.2.5 Anticipated duration of the interference, disruption, hindrance or delay and any remobilization period;

6.4.2.6 Specific number of days of extension requested and specific number of days for remobilization requested; and

6.4.2.7 Recommended action to avoid or minimize any future interference, disruption, hindrance or delay.

6.5 EVALUATION OF REQUEST

6.5.1 Within 10 days of receipt of the Contractor's request, the Engineer shall evaluate the facts and extent of any interference, disruption, hindrance or delay to the Work, consult with the Authorized Representative about the request and respond in writing to the Contractor. If the Contractor fails to timely provide the information required by paragraph GC 6.4, the Authorized Representative shall have discretion to reject the request for time extension. If a request for time extension is so rejected, the Contractor shall be deemed to have waived any claim for extension, damages or mitigation of Liquidated Damages, to the fullest extent permitted by law.

6.5.1.1 The time for Contract Completion may only be extended by execution of an appropriate Change Order.

6.5.1.2 The Contractor shall make any necessary change in the Construction Schedule, if an extension is granted.

6.6 CRITICAL PATH

6.6.1 Notwithstanding any other provision of the Contract Documents, time extensions will depend upon the extent to which the Work on the Critical Path of the Construction Schedule is affected.

6.6.1.1 A Change Order granting a time extension may provide that the time for Contract Completion will be extended for only those specific elements so interfered with, disrupted, hindered or delayed and that remaining milestone completion dates will not be altered and may further provide for equitable adjustment of Liquidated Damages.

ARTICLE 7 - CHANGES IN THE WORK

7.1 CHANGE ORDER

7.1.1 The Village Council, or the Authorized Representative, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, including without limitation revisions resulting from an extension granted in accordance with paragraph GC 6.4. To the extent the time for Contract Completion or the Contract Price is affected, the Contract may be equitably adjusted by Change Order in accordance with this Article.

7.1.1.1 The Contractor shall proportionately increase the amount of the Bond whenever the Contract Price is increased.

7.1.1.2 If notice of any change affecting the Contract is required by the provision of any Bond, the giving of any such notice shall be the Contractor's responsibility, and the amount of each applicable Bond shall be adjusted accordingly.

7.1.2 The Contractor shall not proceed with any change in the Work without the required written authorization. If the Contractor believes that any item is not Work required by the Contract Documents, the Contractor shall obtain a Change Order before proceeding with such item. Except as provided in Article GC 8, failure to obtain such a Change Order shall constitute a waiver by the Contractor of any claim for additional compensation for such item.

7.1.3 The Contractor understands and agrees that agreement to a Change Order is final and without reservation of any rights. If the Contractor does not agree to a Change Order, the Village may direct the Contractor to perform any Work related to the Change Order; provided, however, the Contractor may seek compensation in accordance with paragraph GC 7.4 and Article GC 8 for any such Work performed.

7.1.4 The Village reserves the right to cancel or modify any Change Order authorization.

7.2 PRICE DETERMINATION

7.2.1 The maximum cost or credit resulting from a change in the Work shall be determined as described below.

7.2.1.1 Lump sum Proposals will not be considered or accepted unless **requested by the Village.**

7.2.1.2 A Unit Price Proposal shall only be valid when incorporated into the Contract by Change Order.

7.2.2 The Contractor shall not assign any portion of the Work to another whereby the Contractor would benefit directly or indirectly from the double application of charges for overhead or profit.

7.2.3 In the event that no agreement can be reached between the Contractor and the Village as to the cost or credit resulting from a change in the Work or the Contractor refuses to sign a Change Order, said cost or credit shall be determined by the Authorized Representative, upon the recommendation of the Engineer.

7.2.3.1 The Contractor shall proceed with the Change Order Work when so directed by **the Engineer, after approval by** the Authorized Representative.

7.2.3.2 The Contractor may dispute the Authorized Representative's determination by filing a claim in accordance with Article GC 8.

7.2.4 The Village reserves the right to require notarized invoices for material costs and reserves the right to audit the records of the Contractor and the Contractor's Subcontractors and Material Suppliers.

7.3 CHANGE ORDER PROCEDURE

7.3.1 Depending on the cost of the change in the Work and the urgency of proceeding with the Work, different methods of executing a Change Order are available, and the Contractor must be certain to comply with the applicable method.

7.3.2 The Engineer has responsibility for:

7.3.2.1 Preparing, reviewing, recommending, coordinating, monitoring and processing a Change Order and related documents.

7.3.2.2 Reviewing the Contractor's pricing within the stated time period, verifying the pricing complies with the Pricing Guidelines set forth in paragraph GC 7.4 and negotiating pricing, if necessary, to an equitable amount.

7.3.2.3 If the change is to have a not-to-exceed price based on performing the Work on a time and material basis, monitoring the Work and signing daily time tickets. If the changed Work should cost less than the maximum amount noted on the Change Order, the Engineer is also responsible for preparing a deduct Change Order for the cost difference.

7.3.2.4 Reviewing and resolving the Contractor's request for an extension of time related to a Change Order.

7.3.2.5 Confirming that the Village concurs with the change and has available funds or a written commitment for funding the Change Order.

7.3.2.6 Monitoring the overall Change Order process for timeliness and follow up.

7.3.2.7 Informing the Contractor not to proceed with the Work until receipt of required authorization.

7.3.3 The Contractor has responsibility for:

7.3.3.1 Responding to requests for pricing within the stated time period.

7.3.3.2 Preparing all necessary Proposals in sufficient detail for intelligent review with pricing, including Subcontractor and Material Supplier pricing, according to the Pricing Guidelines, and negotiating pricing, if necessary, to an equitable amount.

7.3.3.3 If the change is to have a not-to-exceed price based on performing the Work on a time and material basis, furnishing and certifying detailed records of all labor and materials provided. If the changed Work should cost less than the maximum amount noted on the Change Order, the Contractor is also responsible for executing a deduct Change Order prepared for the cost difference.

7.3.3.4 Proceeding with the Work upon receipt of one of the following authorizations, which is appropriate for the circumstances:

a) An authorization letter from the Authorized Representative **or the Engineer;**

b) A fully signed Change Order.

7.3.3.5 If the Contractor performs Work without the appropriate, required authorization, the Contractor does so at the Contractor's own risk that payment for such Work may not be approved or made, unless the Village has directed the Contractor to perform the Work in accordance with paragraph GC 7.1.3.

7.3.4 Change Order Process. When a change to the Work is ordered, the Engineer shall:

7.3.4.1 Verify with the Authorized Representative that the change is ordered and that funds are available in the amount of the Engineer’s estimate for the Work, including additional costs for services by the Engineer.

7.3.4.2 Prepare a detailed scope of work in Bulletin form, including any necessary drawings, and a preliminary cost estimate.

7.3.4.3 Submit the Bulletin to the Authorized Representative for approval, along with a justification letter indicating the reason for the change in the Work.

7.3.4.4 Upon receipt of approval by the Authorized Representative, release the Bulletin to the Contractor with a date specified for the Contractor to return a Proposal. If the Contractor fails to respond to the Engineer within the time specified, or as otherwise agreed to in writing by the Contractor and the Engineer, the Contractor shall be responsible for any additional costs incurred by the Contractor, the Engineer and the Village resulting from any attendant delay.

7.3.4.5 Review the Contractor's Proposal, verifying that pricing complies with the Pricing Guidelines and negotiate the price if required to obtain an equitable price less than the maximum established by the Pricing Guidelines. Within seven (7) days of receipt of the Contractor's Proposal, the Engineer shall notify the Contractor whether the Proposal is acceptable or advise the Contractor in writing of the reasons for disapproval. If negotiation of the price is necessary, any failure of the Contractor to respond appropriately and within the time specified, or as otherwise agreed to in writing by the Contractor and the Engineer shall cause the Contractor to be responsible for any additional costs

incurred by the Contractor, the Engineer and the Village resulting from any attendant delay.

7.3.4.6 Determine the basis for pricing the Work and confirm whether the Work is for a fixed price, or for a not-to-exceed price based on performing the Work on a time and material basis. Verify that any Subcontractor and Material Supplier pricing is included and complies with the Pricing Guidelines. Review any requested time extension with the Authorized Representative to be determined according to paragraph GC 7.6.

7.3.4.7 Submit the Proposal to the Authorized Representative for approval along with the Engineer's written recommendation of approval or disapproval of the Proposal.

7.3.4.8 Upon receipt of approval by the Authorized Representative or the Village Council, as applicable, complete, sign and obtain the Contractor's signature on the Change Order. Prepare a package consisting of, in the following order, the Change Order, indication of approval by the Authorized Representative or the Village of the Bulletin, indication of the Authorized Representative's or Engineer's approval of the Contractor's Proposal.

7.3.4.9 Deliver multiple copies of the signed Change Order package to the Authorized Representative for signing and any necessary fund certification. Upon signing by the Authorized Representative, the Authorized Representative shall return copies of the executed Change Order to the Contractor and the Engineer. **The Contractor may bill for Work covered by the Change Order only after this final step.**

7.3.5 Paperwork Consolidation

7.3.5.1 Related transactions occurring at or about the same time shall, whenever possible, be consolidated into the same Bulletin or Change Order, or both.

7.3.5.2 Add and deduct items may be included on the same Change Order, but only to the extent that the items in the minority will not exceed 25 percent of the total sum of the majority items. For example, a $7,000 Change Order has six (6) items, five (5) adds totaling $8,500, and one (1) deduct for $1,500. $1,500 divided by $8,500 is 17.6 percent, which is less than 25 percent, which is acceptable for combining. In combining transactions, do not exceed total authorization limits.

7.3.5.3 If multiple transactions are processed together and include more than one reason for the changed Work, the cost of each separate change must be confirmed.

7.3.6 Change Order Numbering System

7.3.6.1 Unless otherwise provided in the Contract Documents, the Engineer shall assign a number to each change which shall be stated on the Bulletin or scope of work description for the Project, starting with number 001. The Engineer will establish and maintain a master list of Change Order numbers, taking care not to duplicate or reuse any number throughout the Project.

7.3.6.2 When Change Order numbers are assigned, the number shall consist of the Bulletin, followed by a hyphen, and the Contractor's contract number.

7.3.7 Project Contingency Funds

7.3.7.1 Project contingency funds shall be reserved to pay costs resulting from **increases in scheduled quantities**, Change Orders, unanticipated job conditions, to comply with rulings regarding building and other codes, to pay costs related to errors and omissions in Contract Documents, and to pay the cost of settlements and judgments related to the Project. **Although these funds are included in the Contract Price, no guarantee is made or implied that such shall be paid to the Contractor except as provided for herein.**

7.4 CHANGE ORDER PRICING GUIDELINES

7.4.1 For each change, the Contractor shall furnish a detailed, written Proposal itemized according to these Pricing Guidelines. Any Subcontractor or Material Supplier pricing shall also be itemized according to these Pricing Guidelines. Where Unit Prices were included in the Bid Form, the Engineer may also require preparation of an alternate Proposal incorporating such Unit Prices. These Pricing Guidelines are intended to establish the maximum amount, which the Village will pay for any Change Order, including without limitation all amounts for interference, delay, hindrance, disruption or impact of the Work. A Change Order may provide that the Village may pay less than the amount established by these Pricing Guidelines if such amount is negotiated by the Engineer in accordance with subparagraph GC 7.3.4, or is determined in accordance with Article GC 8. In order to expedite the review and approval process, all Proposals shall be prepared in the categories and in the order listed below. This provision is intended to be, and shall be construed as, consistent with, and not in conflict with, Section 4113.62, ORC, to the fullest extent permitted.

7.4.2 LABOR - All field labor shall be priced at the current base rate, excluding fringe benefits, of the prevailing wage in the Project locality. The payroll is to be based on straight time only and is to include number of hours and rate of pay for each classification of worker **documented as being an active participant in the prosecution of the work by the Construction Observer**. If overtime is approved, list only the straight time portion in this item.

7.4.3 FRINGES - All established payroll taxes, assessments and fringe benefits on the labor in subparagraph GC 7.4.2. This may include, without limitation, FICA, Federal and State Unemployment, Health and Welfare, Pension Funds, Workers' Compensation and Apprentice Fund. Each of the fringes is to be a separate line item.

7.4.4 EQUIPMENT RENTALS - All charges for certain non-owned heavy or specialized equipment at up to 100% of the documented rental cost. No rental charges will be allowed for hand tools, minor equipment, simple scaffolds, etc. Downtime due to repairs, maintenance and weather delays will not be allowed.

7.4.5 OWNED EQUIPMENT - All charges for certain owned, heavy or specialized equipment at up to 100% of the cost listed by the Associated Equipment Dealers Blue Book. No recovery will be allowed for hand tools, minor equipment, simple scaffolds, etc. The longest period of time that the equipment is to be required for the Work will be the basis for the pricing. Downtime due to repairs, maintenance and weather delays will not be allowed.

7.4.6 TRUCKING - A reasonable delivery charge or per-mile trucking charge for delivery of required materials or equipment. Charges for use of pick-up trucks, **tool trucks, job trailers, or personal vehicles** will not be allowed.

7.4.7 OVERHEAD - Overhead on items in subparagraphs GC 7.4.2, 7.4.3, 7.4.4, 7.4.5, and 7.4.6 up to 10%, which shall include all costs required to schedule and coordinate the Work.

7.4.7.1 Overhead includes, without limitation, telephone, telephone charges, facsimile, telegrams, postage, photos, photocopying, hand tools, simple scaffolds (one level high), tool breakage, tool repairs, tool replacement, tool blades, tool bits, home office estimating and expediting, home office clerical and accounting support, home office labor (management, supervision, engineering), all other home office expense, legal services, travel and parking expenses.

7.4.7.2 An exception from subparagraph GC 7.4.7.1 is allowed for shop or engineering labor, which shall not be subject to prevailing wage rates, for steel fabricators, sheet metal fabricators and sprinkler system fabricators. Recovery for such matters will be allowed under subparagraphs GC 7.4.2 and 7.4.3.

7.4.8 MATERIALS

7.4.8.1 All materials purchased by the Contractor and incorporated into the changed Work, showing costs, quantities, or Unit Prices of all items, as appropriate. Reimbursement of material costs shall only be allowed in the amount of the Contractor's actual cost, including any and all discounts, rebates or related credits.

7.4.8.2 One-third (33%) of the cost of reusable materials for each use, such as formwork lumber, shoring or temporary enclosures.

7.4.9 PROFIT - Profit on items subparagraphs GC 7.4.2, 7.4.3, 7.4.4, 7.4.5, 7.4.6, 7.4.7 and 7.4.8 up to 10%.

7.4.10 SUBCONTRACTOR - The reasonable cost of all labor and material provided by a Subcontractor whose pricing is included and which complies with these Pricing Guidelines.

7.4.11 CONTRACTOR MARK-UP ON SUBCONTRACTOR - Mark-up on items in subparagraph GC 7.4.10 up to 10%.

7.4.12 MISCELLANEOUS - The following items are allowable at the cost of the Work, with **no overhead or profit**.

7.4.12.1 The cost of extending the Bond and the cost of extending liability, property damage, builder's risk or specialty coverage insurance.

7.4.12.2 The premium portion only for approved overtime (labor and fringes). The straight time portion is included in subparagraphs GC 7.4.2 and 7.4.3.

7.4.12.3 Fees for permits, licenses, inspections, tests, etc.

7.4.12.4 When requested by the Contractor and approved in writing by the Authorized Representative due to special circumstances, reimbursement will be paid for overnight lodging, travel and food in an amount not to exceed the Village’s travel guidelines, if any.

7.4.13 Costs, which will not be reimbursed for Change Order Work, include the following:

7.4.13.1 Employee Profit Sharing Plans - regardless of how defined or described, the Contractor will pay these charges from Contractor profit and will not be reimbursed.

7.4.13.2 Voluntary Employee Deductions - examples are United Way and U.S. Savings Bonds, etc.

7.4.14 State sales tax shall be allowed on items as defined by paragraph GC 20.1.

7.5 DIFFERING SITE CONDITIONS

7.5.1 Borings, test excavations and other subsurface information or information about concealed physical conditions, if any, are incomplete, are not a part of the Contract Documents, and are not warranted to show the actual subsurface or concealed conditions and may not be relied upon by the Contractor. Such items are provided solely to share any information available to the Village and any use of them by the Contractor is at the risk of the Contractor. The Village has no responsibility for subsurface or other concealed physical conditions. No part of the Contract Documents shall be deemed to show actual or anticipated subsurface or concealed physical conditions or are to be relied upon by the Contractor as permitting any particular means, method or manner of construction with respect to such conditions.

7.6 TIME EXTENSION

7.6.1 Notwithstanding any other provision of the Contract Documents, time extensions for changes in the Work will depend upon the extent to which the change causes delay in Work on the Critical Path of the Construction Schedule as determined pursuant to paragraphs GC 6.4 and 6.5.

7.6.2 If extending the time for Contract Completion is not possible, the Contractor shall price, and separately state, all costs of accelerated performance in the Contractor's Proposal.

7.6.3 A Change Order granting a time extension may provide that the time for Contract Completion will be extended for only those specific elements actually delayed and that remaining milestone completion dates will not be altered and may further provide for adjustment of Liquidated Damages, to the fullest extent permitted by law.

ARTICLE 8 - DISPUTE RESOLUTION PROCEDURE

8.1 FILING OF CLAIM

8.1.1 Any claim against the Village shall be made in writing to the Engineer and filed prior to Contract Completion, provided the Contractor notified the Engineer no more than 10 days after the initial occurrence of the facts, which are the basis of the claim. Failure of the Contractor to timely provide such notice shall constitute a waiver by the Contractor of

any claim for additional compensation or for mitigation of Liquidated Damages, to the fullest extent permitted by law.

8.1.2 In every such written claim submitted in accordance with subparagraph GC 8.1.1, the Contractor shall provide the following information to permit evaluation of the claim.

8.1.2.1 Amount of the claim, which the Contractor shall certify before a notary public is a fair and accurate assessment of the damages suffered by the Contractor, and the nature of the claim;

8.1.2.2 Identification of Persons and events responsible for the claim, including without limitation the date (or anticipated date) of the commencement of any delay, interference, hindrance or disruption;

8.1.2.3 Activities on the Construction Schedule affected by the claim or new activities created by any delay, interference, hindrance or disruption and the relationship with existing activities;

8.1.2.4 Anticipated duration of any delay, interference, hindrance or disruption and any remobilization period; and

8.1.2.5 Recommended action to avoid or minimize any future delay, interference, hindrance or disruption.

8.2 INITIAL RESPONSES

8.2.1 The Engineer shall, within 30 days of receipt of a claim filed pursuant to paragraph GC 8.1, provide a written recommendation for or against a Change Order for the claim unless the Contractor and the Engineer agree to extend such time limit, and notify the Authorized Representative of such action. Any recommendation of the Engineer is subject to final approval by the Authorized Representative or the Village Council, as applicable.

8.3 AUTHORIZED REPRESENTATIVE'S REVIEW

8.3.1 The Contractor may appeal the recommendation of the Engineer by providing written notice to the Authorized Representative within 30 days of the recommendation of the Engineer.

8.3.2 The Authorized Representative shall, within 30 days of receipt of the notice, render a decision or schedule a meeting in an effort to resolve the claim, unless an agreement is made between the Contractor and the Authorized Representative to extend such time limit. The purpose of the meeting shall be to settle the issues in dispute.

8.3.3 Any meeting scheduled by the Authorized Representative shall be attended by Persons expressly and fully authorized to resolve the dispute.

8.3.4 The Authorized Representative shall render a decision on the claim within 30 days of the meeting unless an agreement is made between the Contractor and the Authorized Representative to extend the time for decision.

8.4 ALTERNATIVE DISPUTE RESOLUTION

8.4.1 If, upon consideration of a claim, the Contractor and the Village mutually agree, the dispute resolution procedure provided in this Article may be waived, or the claim may be referred to a form of Alternative Dispute Resolution, including a procedure to equitably share the costs of the Alternative Dispute Resolution.

8.5 APPEAL TO COUNCIL

8.5.1 If the efforts of the Authorized Representative do not lead to resolution of the claim within 30 days of receipt of the notice provided pursuant to paragraph GC 8.2, the Contractor may appeal to the Village Council by written notice to the Authorized Representative who shall provide the Contractor an opportunity to present the claim at the Council's next meeting. If the Authorized Representative receives the notice less than 10 days prior to the Council's next meeting, the Contractor shall be provided the opportunity to present the claim at the next succeeding meeting of the Council. The purpose of the meeting shall be to settle the issues in dispute.

8.5.1.1 The Council shall render a decision on the claim within 30 days of the meeting unless a mutual agreement is made between the Contractor and the Council to extend the time for decision.

8.5.1.2 The decision of the Council shall be final and conclusive, subject to litigation in a court of competent jurisdiction.

8.6 DELEGATION

8.6.1 No provision of this Article shall prevent the Village or the Authorized Representative from delegating the duties or authorities of the Village or the Authorized Representative to any third Person selected at the discretion of the Village or Authorized Representative, as applicable.

8.7 PERFORMANCE AND PAYMENT

8.7.1 The Contractor shall proceed with performance of the Work during any dispute resolution process, unless otherwise agreed by the Contractor and the Authorized Representative in writing. The Village shall continue to make payment of any undisputed amounts in accordance with the Contract Documents pending final resolution of a claim, unless otherwise agreed by the Contractor and the Authorized Representative in writing.

8.7.2 If the Contractor accepts the decision of the Authorized Representative or the Village Council and foregoes litigation of the claim, any payment to be made, credit to be provided or extension of time to be granted pursuant to the decision shall be evidenced by a Change Order package consisting of a completed Change Order Form signed by the Contractor, the Engineer and the Authorized Representative, a copy of the decision, as applicable, and any necessary supporting documentation and any payment shall be made pursuant to an Application for Payment in accordance with paragraph GC 9.2 or 9.7, as applicable.

ARTICLE 9 - CONTRACTOR PAYMENT

9.1 CONTRACT COST BREAKDOWN

9.1.1 **The Bid Proposal shall be incorporated into the Contract and shall become the basis for the "Contract Cost Breakdown".**

9.1.2 The grand total shown on the Contract Cost Breakdown should equal the total Contract Price. The Village reserves the right to use the approved Contract Cost Breakdown to determine the cost or credit to the Village resulting from any change in the Work.

9.2 APPLICATION FOR PAYMENT

9.2.1 The Contractor shall submit monthly to the Engineer an itemized Application for Payment for Work performed based upon the Contract Cost Breakdown on a form satisfactory to the Authorized Representative.

9.2.1.1 The Application for Payment shall be supported by documentation substantiating the Contractor's right to payment. The Contractor shall supply such additional documentation as the Engineer may request in connection with each payment to the Contractor.

9.2.1.2 Certified payroll reports for the period of time indicated shall be attached to one (1) copy of every Application for Payment, see also paragraph GC 18.2.

9.2.1.3 The Contractor shall list on the Application for Payment any approved Change Orders processed and performed during the time covered by the Application for Payment.

9.2.2 Payment of an approved Application for Payment shall be made within 45 days from the date of approval by the Engineer.

9.2.2.1 The Village reserves the right to require proof of the renewal of required insurance as a condition precedent to payment.

9.2.2.2 Payments due and not paid to the Contractor within such 45-day period shall bear interest from the date payment is due under the Contract Documents at the average of the prime rate established at the commercial banks in the Village of over 100,000 population that is nearest to the Project.

9.2.3 The amount of Liquidated Damages to which the Village is apparently entitled under the Contract Documents may be deducted from any Application for Payment by the Engineer and the Authorized Representative.

9.3 LABOR PAYMENTS

9.3.1 Partial payments to the Contractor for labor performed under either a Unit Price or lump sum Contract shall be made at the rate of 92% of the amount invoiced through the Application for Payment which shows the total Contract Completion at 50% or greater.

9.3.2 After the Contract is 50% complete, as evidenced by payments in the amount of at least 50% of the Contract Price to the Contractor, except in the case of Contracts the total of which is less than $15,000, no additional funds shall be retained from payments for labor.

9.4 MATERIAL PAYMENTS

9.4.1 The Village shall pay to the Contractor a sum at the rate of 92% of the invoice cost, not to exceed the bid amount in a Unit Price or lump sum Contract for material **installed and in**

place. For material delivered on the site of the Project, or other point in the vicinity of the Project, or other storage site approved by the Engineer**, payment may be provided at the sole discretion of the Village**, provided the Contractor provides the following information with the Application for Payment:

9.4.1.1 A list of the fabricated materials consigned to the Project, giving the place of storage, together with copies of invoices, in order to verify quantity and cost.

9.4.1.2 A certification of materials stored off site, prepared by the Contractor and signed by the Engineer to evidence that the materials are in conformity with the Specifications and have been tagged with the Project name and number for delivery to the Project. All costs incurred by the Engineer to visit a storage site, other than the areas adjacent to the Project, shall be paid by the Contractor.

9.4.2 The balance of such invoiced cost shall be paid when such material is incorporated into and becomes a part of the Project.

9.4.3 When payment is allowed on account of material delivered on the site of the Project or in the vicinity thereof or under the possession and control of the Contractor but not yet incorporated therein, such material shall become the property of the Village, but if such material is stolen, destroyed, or damaged by casualty before being used, the Contractor will be required to replace it at the Contractor's expense.

9.4.4 Completed line items concealed, underground and buried and not subject to final Punch List may be paid for at the rate of 100%. Completed line items subject to a final Punch List requiring testing or start-up shall be paid at the rate of 98%.

9.5 RETAINAGE

9.5.1 When the major portion of the Project is in use, and there exists no other reason to withhold retainage, including without limitation compliance with Article GC 11, the retained percentages held in connection with such portion shall, upon request of the Contractor, be released and paid to the Contractor, withholding only that amount necessary to assure completion, in the discretion of the Authorized Representative.

9.5.1.1 Any reduction or release of retainage, or portion thereof, shall not be a waiver of the Village's right to retainage in connection with other payments to the Contractor, or any other right or remedy the Village has under the Contract Documents at law or in equity.

9.5.1.2 Funds not previously paid shall be released to the Contractor within 30 days of approval of a final Application for Payment by the Village and execution of the certificate of Contract Completion by the Village.

9.6 PAYMENTS WITHHELD

9.6.1 The Engineer shall have the authority to recommend to the Village that payments be withheld from, or Liquidated Damages be assessed against and withheld from, a Contractor's Application for Payment, stating the reasons for such recommendation.

9.6.2 The Village reserves the right to decline to approve any Application for Payment or part thereof, or because of subsequent evidence or inspection, may nullify any previous Application for Payment, in whole or in part, to such extent as may be necessary in the Authorized Representative's opinion to protect the Village from loss because of:

9.6.2.1 Defective Work not remedied;

9.6.2.2 Damage caused by the Contractor;

9.6.2.3 Failure to comply with the requirements of Chapter 4115, ORC;

9.6.2.4 Liquidated Damages;

9.6.3 If the basis for withholding payment pursuant to subparagraph GC 9.6.2 is removed, payment shall be made for amounts withheld because of the basis.

9.6.4 Whenever the Village receives a Claim Affidavit, the Authorized Representative shall detain the stated amount from the Contractor's subsequent Applications for Payment unless the Contractor provides a release and waiver of lien with an Application for Payment.

9.6.4.1 The release and waiver of lien shall be executed by the Person supplying labor, materials or services on a Project, which has or may have a right of lien against the Contractor's proceeds.

9.6.4.2 If the Village detains an amount as set forth above, such action shall not be construed as conferring any right on such Subcontractor or Material Supplier, nor as enlarging or altering the application or effect of the existing lien law.

9.7 FINAL APPLICATION FOR PAYMENT

9.7.1 The Contractor, as a condition precedent to execution of the certificate of Contract Completion and to final payment, shall provide all documents required pursuant to subparagraph GC 11.1.1 for approval by the Engineer.

9.7.1.1 The Contractor shall execute an affidavit to certify that the Contractor has complied with all requirements of Chapter 4115, ORC.

9.7.1.2 The Contractor shall execute an affidavit to certify that all Subcontractors and Material Suppliers have been paid in full for all Work performed or materials furnished for the Project.

9.7.2 Payment of the final Application for Payment shall be made within 45 days from the date of approval by the Authorized Representative.

9.7.2.1 Payments due and not paid to the Contractor within such 45 day period shall bear interest from the date payment is due under the Contract Documents at the average of the prime rate established at the commercial banks in the Village of over 100,000 population that is nearest to the Project.

9.7.3 The making of final payment by the Village shall constitute a waiver of all claims by the Village except those arising after Contract Completion and the following:

9.7.3.1 Defective or nonconforming Work resulting from latent defects, fraud or gross mistakes;

9.7.3.2 Outstanding liens;

9.7.3.3 Failure of the Contractor to comply with any Warranties or Guarantees required by the Contract Documents.

9.7.4 The acceptance of final payment by the Contractor shall constitute a waiver of all claims against the Village except those that the Contractor has previously made in writing in accordance with Article GC 8 and which remain unresolved at the time of final payment. This provision is intended to be, and shall be construed as, consistent with, and not in conflict with, Section 4113.62, ORC, to the fullest extent permitted.

ARTICLE 10 - FINAL INSPECTION AND ACCEPTANCE

10.1 CONTRACTOR'S PUNCH LIST

10.1.1 When the Work, or a designated portion thereof, is nearly complete, the Contractor shall prepare a list of all deficient items remaining on the Work or portion (the "Contractor's Punch List").

10.1.1.1 The Contractor shall proceed to correct all items listed on the Contractor's Punch List and verify that the deficient items have been corrected by signing said Punch List.

10.1.1.2 The Contractor shall submit the signed Contractor's Punch List to the Engineer together with a request for a Final Inspection of the Work.

10.2 ENGINEER'S PUNCH LIST

10.2.1 The Engineer shall, within seven (7) days of receipt of the request for Final Inspection, notify the Contractor of acceptance or rejection of the request for Final Inspection, stating reasons for any rejection.

10.2.1.1 Upon acceptance of the Contractor's request, the Engineer shall conduct the Final Inspection to determine whether the Work, or the designated portion thereof, is in conformity with the Contract Documents. The Engineer shall notify the Contractor and the Authorized Representative of the scheduled time of the Final Inspection.

10.2.1.2 Within three (3) days of the Final Inspection, the Engineer shall notify the Contractor of any items of Work remaining in a Defective, incomplete or unacceptable condition. The list of such items shall be known as the Engineer's Punch List.

10.3 CORRECTION OF PUNCH LIST ITEMS

10.3.1 Within 30 days of receipt of the notice required by subparagraph GC 10.2.1, the Contractor shall complete and correct all items on the Engineer's Punch List.

10.3.1.1 If the Contractor does not complete the items on the Engineer's Punch List within 30 days of receipt of the notice, the provisions of paragraph GC 5.2 may be invoked.

10.3.1.2 If the Work on the Engineer's Punch List cannot be completed within 30 days of receipt of the notice, the Contractor shall justify to the reasonable satisfaction of the Engineer the reasons the items cannot be so completed, and the Contractor shall propose, for approval of the Engineer, a time when such items will be completed.

10.3.1.3 Failure of the Engineer to include any items on the Engineer's Punch List shall not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents.

10.3.1.4 If multiple inspections of items on the Engineer's Punch List are required due to the Contractor's failure to properly and timely complete them, the Contractor shall be responsible for any additional costs incurred by the Engineer and the Village resulting from any attendant delay.

10.4 CERTIFICATE OF CONTRACT COMPLETION

10.4.1 When all items on the Engineer's Punch List have been corrected to the satisfaction of the Engineer, the Engineer shall process a certificate of Contract Completion. The Village reserves the right of Final Acceptance of the Project.

10.5 DEFERRED ITEMS

10.5.1 With the approval of the Engineer, when upon Final Inspection, items of Work cannot be completed because of seasonal condition, such as bituminous paving or landscaping, or if the Authorized Representative agrees that a particular item need not be completed until a subsequent date, the Authorized Representative may release payment to the Contractor less twice the cost of completing the remaining Work as determined in the sole discretion of the Authorized Representative.

ARTICLE 11 - CONTRACT COMPLETION

11.1 PROJECT RECORD DOCUMENT SUBMITTALS

11.1.1 The Contractor, as a condition precedent to execution of the certificate of Contract Completion, release of retainage and final payment, shall provide all Project record documents to the Engineer for approval, which may include, without limitation:

11.1.1.1 Inspection Certificates required;

11.1.1.2 Operating and Maintenance Manuals, which shall be organized into suitable sets of manageable size. Indexed data shall be bound in individual binders, with pocket folders for folded sheet information and appropriate identification shall be marked on the front and the spine of each binder;

11.1.1.3 Neatly and accurately marked sets of As-Built Drawings and other Contract Documents reflecting the actual construction of the Project;

11.1.1.4 Reproducible detailed Drawings reflecting the exact location of any concealed utilities, mechanical or electrical systems and components;

11.1.1.5 Assignment to the Village of all Warranties and Guaranties, including the most recent address and telephone number of any Subcontractors, Material Suppliers, or manufacturers;

11.1.1.6 An affidavit to certify that all Subcontractors and Material Suppliers have been paid in full for all Work performed or materials furnished for the Project;

11.1.1.7 Final certified payroll reports;

11.1.1.8 An affidavit to certify that the Contractor has complied with all requirements of Chapter 4115, ORC.

11.2 RECORD DRAWINGS

11.2.1 Upon completion of the Work, the Contractor shall organize the As-Built Drawings into manageable sets, bind the sets with durable paper cover sheets, certify to the accuracy of the As-Built Drawings by signature thereon, and deliver the As-Built Drawings to the Engineer.

11.2.2 The Engineer shall revise the original contract Drawing tracings or computer files with the information contained on the As-Built Drawings provided by the Contractor. The revised original contract Drawing tracings or computer files shall be labeled "Record Drawings" and reflect the date of the Engineer's revision of the As-Built Drawings.

11.2.3 The Village may thereafter use the Record Drawings for any purpose relating to the Project including, without limitation, additions to or completion of the Project.

11.3 GUARANTEE AND WARRANTY

11.3.1 The Contractor shall provide a Guarantee to the Village, **in the form of a Maintenance Bond as described herein**, that all Work is in conformity with the Contract Documents and free from defects in workmanship, materials and equipment for a period of **(3) years** or such longer period as specified in the Contract Documents; provided, however, that the Guarantee for landscape Work shall be for 18 months or such longer period as specified in the Contract Documents

11.3.1.1 The Guarantee time period shall commence on the date of approval of the certificate of Contract Completion by the Authorized Representative, unless otherwise provided in writing.

11.3.1.2 The Guarantee time period for any incomplete or uncorrected Work at the time of Partial Occupancy, if any, shall commence with the date of approval of the certificate of Contract Completion by the Authorized Representative, unless otherwise provided in writing.

11.3.1.3 The Guarantee provided in this Article shall be in addition to, and not in limitation of, any other Guarantee, Warranty or remedy provided by law or by the Contract Documents.

11.3.1.4 The amount of the Maintenance Bond provided in this Article shall be a percent of the total amount of the Contract, inclusive of all Change Orders, as determined by the Engineer, who shall consider the nature of the project, and using the limits set forth in the table below:

MAINTENANCE BOND REQUIREMENTS

Contract Amount	**Percent of Contract Amount**
$0 to $500,000	**100%**
more than $500,000 to $1,000,000	**100 % to 50%**

more than $1,000,000 to $3,000,000	**50% to 25%**
more than $3,000,000	**25%**

11.3.2 The Contractor shall, prior to installing material or equipment, which is subject to a Warranty, provide a copy of the Warranty to the Engineer for review and approval.

11.3.3 If defects in material or equipment become apparent within the Warranty period, the Authorized Representative shall promptly notify the Contractor in writing and provide a copy of said notice to the Engineer.

11.3.3.1 Within 10 days of receipt of said notice, the Contractor shall visit the Project in the company of a representative of the Village to determine the extent of all defects and shall promptly repair or replace the Defective Work, including all adjacent Work damaged as a result of such defects or as a result of remedying the defects, whether or not such adjacent Work was originally provided by the Contractor.

11.3.3.2 If the Defective Work is considered by the Authorized Representative to be an emergency, the Authorized Representative may require the Contractor to visit the Project within 1 day of receipt of said notice.

11.3.3.3 The Contractor shall be fully responsible for the cost of temporary materials or equipment required during the repair or replacement of the Defective Work.

11.3.4 If the Contractor does not promptly repair or replace Defective Work, the Village may repair or replace such Defective Work and charge the cost thereof to the Contractor or the Contractor's Surety.

11.3.5 Work which is repaired or replaced by the Contractor shall be inspected and accepted by a representative of the Village and shall be guaranteed by the Contractor for one (1) year from the date of acceptance of the corrective Work by the Village or the remainder of the original Guaranty, whichever is later.

11.4 FINAL CLEANING

11.4.1 At the completion of the Work, the Contractor shall restore all property not designated for alteration by the Contract Documents to as near its original condition as practicable and clean the site of all dust, mud, waste materials and rubbish attributable to the Work and shall remove any temporary controls required pursuant to the storm water pollution prevention plan and permit.

11.4.2 If any Work is performed after a final cleaning by the Contractor, the Contractor shall clean any affected area again as provided above so that upon Contract Completion, the Project shall be left ready for occupancy or utilization by the Village.

11.4.3 Final cleaning shall be done to the satisfaction of the Engineer and the Authorized Representative.

11.4.3.1 If the Contractor fails to clean up at completion of the Work, the provision of paragraph GC 5.2 may be invoked.

11.4.3.2 If a dispute arises as to responsibility for final cleaning, the Engineer may or engage a qualified cleaning company, to perform the clean up and deduct the cost from amounts due to the Contractor as the Engineer recommends and the

Authorized Representative determines to be appropriate. The decision of the Authorized Representative on the responsibility for such cost shall be final, subject to Article GC 8.

ARTICLE 12 - INSURANCE

12.1 CONTRACTOR'S LIABILITY INSURANCE

12.1.1 The Contractor shall purchase and maintain such liability and other insurance as will protect the Contractor from claims described below which may arise out of or result from the Contractor's performance or obligations under the Contract Documents, whether due to action or inaction by the Contractor or any Person for whom the Contractor is responsible.

12.1.1.1 Claims under workers' compensation, occupational sickness or disease, disability benefit and other similar employee benefit acts;

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

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

12.1.2 A Commercial General Liability policy and Business Automobile Liability policy, separately or combined, shall be maintained to provide insurance as described below. Such Commercial General Liability and Business Automobile Liability insurance may be either Combined Single Limits or Split Limits as provided below. An Umbrella or Excess Liability policy may be used in combination with the Commercial General Liability and Business Automobile insurance to meet such limits.

12.1.2.1 Contracts in the amount of $100,000 or less shall require coverage in the amount of not less than $1 million general aggregate and per occurrence.

12.1.2.2 Contracts in excess of $100,000 but not more than $5 million shall require coverage in the amount of not less than $3 million general aggregate and per occurrence.

12.1.2.3 Contracts exceeding the amount of $5 million shall require coverage in an amount to be determined by the Authorized Representative but in no case less than $5 million general aggregate and per occurrence.

12.1.2.4 Such policies shall be endorsed to provide that the General Aggregate Limit applies separately to each of the insured Contractor's projects.

12.1.3 If Commercial General Liability and Business Automobile Liability insurance is written with Split Limits, the following minimum limits shall be provided.

12.1.3.1 Contracts in the amount of $100,000 or less shall require coverage in the amount of not less than $500,000 for injuries, including death, to one individual, and $1 million per occurrence and $500,000 property damage.

12.1.3.2 Contracts in excess of $100,000 but not more than $5 million shall require coverage in the amount of not less than $1 million for injuries, including death, to one individual, and $1 million per occurrence and $1 million property

damage, together with an Umbrella or Excess Liability policy of not less than $2 million per occurrence.

12.1.3.3 Contracts exceeding the amount of $5 million shall require coverage in an amount to be determined by the Authorized Representative but in no event shall an Umbrella or Excess Liability limit of less than $4 million be acceptable, along with Commercial General Liability and Business Automobile Liability with limits of not less than $1 million for injuries, including death, to one individual, and $1 million per occurrence and $1 million property damage.

12.1.4 For any demolition, blasting, excavating, tunneling, shoring or similar operations, the Contractor shall provide and maintain Property Damage Liability insurance with a limit of liability equal to such limit as specified in the applicable sections of subparagraphs GC 12.1.2 and GC 12.1.3.

12.2 BUILDER'S RISK INSURANCE

12.2.1 Unless otherwise specified in the Contract Documents, the Contractor shall provide and maintain, during the progress of the Work and until the execution of the certificate of Contract Completion by the Authorized Representative, a Builder's Risk insurance policy to cover all Work in the course of construction including falsework, temporary buildings and structures and materials used in the construction process, stored on or off site, or while in transit. Such insurance shall be on a "Risk of Direct Physical Loss" form policy and shall insure against the perils of fire and extended coverage and physical loss or damage including, without limitation, theft, vandalism, malicious mischief, earthquake, tornado, lightning, explosion, breakage of glass, flood, collapse and water damage. It shall also include debris removal, demolition occasioned by enforcement of any applicable legal requirement, and shall cover reasonable compensation for the Village's services and expenses required to limit further loss.

12.2.1.1 Coverage must include provision to pay the reasonable extra costs of expediting temporary and permanent repairs to, or permanent replacement of, damaged property. This shall include overtime wages and the extra cost of "express" or other means for rapidly transporting materials, equipment and supplies necessary to such repair or replacement.

12.2.1.2 Such Builder's Risk policy shall protect both the Contractor and the Village from loss and provide coverage for materials in transit or stored off site and identified for the Project.

12.2.1.3 Coverage for other perils may be required if specified in the Special Conditions.

12.2.2 Unless otherwise specified in the Contract Documents, the Builder's Risk policy shall be written in the amount equal to 100% of the Contract Price, including landscaping, paving and other site Work.

12.2.3 The Builder's Risk policy shall specifically permit and allow for Partial Use by the Village prior to Final Acceptance of the Project by the Village.

12.3 RAILROAD PROTECTIVE INSURANCE

12.3.1 Where the Contract requires Railroad Protective Insurance and no specific bid item is provided in the proposal for the payment of the premium therefore, the cost of such insurance shall be included in the various other bid items in the Contract.

12.4 INSURANCE POLICY REQUIREMENTS

12.4.1 Each policy of insurance required to be purchased and maintained by the Contractor shall name the Village as an additional insured or loss payee, as applicable; provided, however, that such designation shall not cause any claim between the Contractor and the Village to be waived except as set forth in paragraph GC 12.5.1. Each policy and the respective Certificate of Insurance shall expressly provide that no less than 30 days prior written notice shall be given to the Village in the event of cancellation, non-renewal, expiration or material alteration of the coverage contained in such policy or evidenced by such Certificate of Insurance.

12.4.2 The Contractor shall furnish the Village, when requested, a certified copy of any insurance or additional insured or loss payee endorsement required to be purchased or maintained by the Contract Documents. In no event shall any failure of the Village to demand a certified copy of any required insurance or endorsement be construed as a waiver of the obligation of the Contractor to obtain insurance required to be purchased or maintained by the Contract Documents.

12.4.3 The Contractor shall maintain all insurance in the required amounts, without interruption, from the date of the execution of the Contract until the date of approval of the certificate of Contract Completion by the Authorized Representative. Failure to maintain the required insurance during the time specified shall be cause for termination of the Contract.

12.4.4 Insurance policies required to be purchased and maintained by the Contractor may include a reasonable loss deductible, which shall be the responsibility of the Contractor to pay in the event of loss.

12.4.5 The prompt repair or reconstruction of the Work as a result of an insured loss or damage shall be the Contractor's responsibility and shall be accomplished at no additional cost to the Village.

12.5 WAIVERS OF SUBROGATION

12.5.1 The Village and the Contractor waive all rights against each other for damages caused by fire or other perils to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this Article or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Village as fiduciary.

ARTICLE 13 - CONTRACT TERMINATION

13.1 SUSPENSION OF THE WORK

13.1.1 If, in the judgment of the Authorized Representative, the Contractor is causing undue risk of damage to any part of the Project or adjacent area, the Authorized Representative may suspend the Work temporarily, either wholly or in part, for such period until, in the judgment of the Authorized Representative, the safe and proper prosecution of the Work may be resumed. The Authorized Representative shall provide notice to the Contractor's Surety of any suspension ordered pursuant to this Article.

13.1.1.1 In case of such suspension, an extension of time, if appropriate, will be allowed as provided in the Contract Documents but no payment will be made to the Contractor for any expense or damages resulting therefrom. This provision is intended to be, and shall be construed as, consistent with, Section 4113.62, ORC, to the fullest extent permitted.

13.1.1.2 Any failure of the Authorized Representative to suspend the Work shall not relieve the Contractor of the Contractor's responsibility to perform the Work safely and in accordance with the Contract Documents.

13.1.2 The Contractor shall, upon receipt of notice of suspension, cease Work on the suspended activities and take all necessary or appropriate steps to limit disbursements and minimize costs with respect thereto. The Contractor shall furnish a report to the Authorized Representative, within five (5) days of receipt of the notice of suspension, describing the status of the Work, including without limitation, results accomplished, conclusions resulting therefrom, and such other information as the Authorized Representative may require.

13.1.3 In the event of suspension under this Article, the Contractor shall be entitled to payment of compensation due under the Contract Documents, upon submission of a proper invoice, for the Work performed prior to receipt of notice of suspension, which shall be payable based upon the Contract Cost Breakdown.

13.2 TERMINATION FOR CONVENIENCE

13.2.1 The Village may, at any time upon 20 days written notice to the Contractor, terminate the Contract in whole or in part for the Village's convenience and without cause.

13.2.2 Upon receipt of the notice of termination for convenience, the Contractor shall immediately, in accordance with instructions from the Authorized Representative, proceed with performance of the following duties.

13.2.2.1 Cease operation as specified in the notice;

13.2.2.2 Place no further orders and enter into no further subcontracts for materials, labor, services or facilities except as necessary to complete continued portions of the Project;

13.2.2.3 Terminate all subcontracts and orders to the extent they relate to the Work terminated;

13.2.2.4 Proceed to complete the performance of any Work not terminated;

13.2.2.5 Take actions that may be necessary, or that the Authorized Representative may direct, for the protection and preservation of the terminated Work.

13.2.3 Upon such termination, the Contractor shall be paid in accordance with the Contract Cost Breakdown for Work completed, including any amount retained, and the value of materials ordered and delivered, less any salvage credit the Contractor may receive for them.

13.2.3.1 All materials, equipment, facilities and supplies at the Project site, or stored off site, for which the Contractor has been compensated, shall become property of the Village.

13.2.3.2 The Contractor shall be entitled to a fair and reasonable profit for all Work performed. In no event shall the Contractor's compensation exceed the total Contract price.

13.2.3.3 Any dispute as to the sum then payable to the Contractor shall be resolved in accordance with the provisions of Article GC 8.

13.3 TERMINATION FOR CAUSE

13.3.1 If the Village determines that the Contractor has failed to prosecute the Work with the necessary force or in a timely manner, or has refused to remedy any Defective Work, the Authorized Representative shall notify the Contractor and the Contractor's Surety of such failure or refusal. The Contractor shall begin to cure such failure or refusal within five (5) days of receipt of the notice.

13.3.2 If the Contractor fails to cure such failure or refusal within 20 days of receipt of the notice, the Village may terminate the Contract and employ upon the Work the additional force, or supply the materials or such part of either as is appropriate, and may remove Defective Work.

13.3.3 If the Contractor is so terminated, the Contractor's Surety shall have the option to perform the Contract. If the Contractor's Surety does not commence performance of the Contract within 10 days of the date on which the Contract was terminated, the Village may complete the Work by such means as the Authorized Representative deems appropriate. The Village may take possession of and use all materials, facilities and equipment at the Project site or stored off site for which the Village has paid.

13.3.4 If the Contractor is so terminated, the Contractor shall not be entitled to any further payment. If the Village completes the Work and if the cost of completing the Work exceeds the balance of the Contract Price, including compensation for all direct and consequential damages incurred by the Village, the Engineer or the Village as a result of the termination, such excess shall be paid by the Contractor or the Contractor's Surety.

13.3.5 If the Contractor's Surety performs the Work, the provisions of the Contract Documents shall govern such Surety's performance, with the Surety being substituted for the Contractor in all such provisions including, without limitation, provisions for payment for the Work and provisions about the right of the Village to complete the Work.

13.3.6 Upon a final determination, by a court of competent jurisdiction, that the termination pursuant to this paragraph GC 13.3 was improper, the termination shall be deemed a termination for convenience to paragraph GC 13.2.

13.4 CONTRACTOR BANKRUPTCY

13.4.1 If the Contractor files a voluntary petition in bankruptcy or has an involuntary petition in bankruptcy filed against the Contractor, or if the Contractor makes a general assignment for the benefit of creditors, or if a receiver is appointed for all or a substantial part of the Contractor's business or property, the Authorized Representative shall serve written notice on the Contractor and the Contractor's Surety stating that any failure of the Contractor to provide adequate assurances of continued performance will be considered a rejection of the Contract, which shall result in termination of the Contract for cause. Such termination of the Contract need not be evidenced by an order of any court rejecting the Contract.

13.4.1.1 Upon a final determination, by a court having jurisdiction, that the termination pursuant to paragraph GC 13.4.1 was improper, the termination will be deemed to be a termination for convenience.

13.4.1.2 The Contractor's sole remedy for a wrongful declaration of default by the Village shall be limited to recovery of profit on Work completed prior to such declaration.

ARTICLE 14 - SHOP DRAWINGS AND SAMPLES

14.1 DESCRIPTION

14.1.1 Shop Drawings, Samples and other submittals shall be provided by the Contractor for any item required by the Contract Documents but not fully described in the Drawings and Specifications, unless waived by the Engineer, and shall include, without limitation:

14.1.1.1 Construction of the various parts, method of joinery, type of material, grade, quality and thickness of material, alloy of material, profiles of all sections, reinforcement, anchorage, type and grade of finish.

14.1.1.2 Capacities, types of materials and performance charts that are pertinent to the materials and performance charts that are pertinent to the Work. Wiring diagrams, control diagrams, schematic diagrams, working and erection dimensions, arrangement and specifications.

14.2 FORM OF SUBMITTALS

14.2.1 The Contractor shall provide a submittal letter and shall stamp and submit the Shop Drawings or other submittals to the Engineer in accordance with a schedule established by the Engineer and the Contractor.

14.2.1.1 Unless otherwise specified in the Contract Documents, the Contractor shall submit one (1) copy in a reproducible medium acceptable to the Engineer and three (3) prints of all Shop Drawings and four (4) copies of any other submittal. Only one (1) print copy of all Shop Drawings will be returned to the Contractor by the Engineer. If the Contractor requires more than one (1) copy, additional copies must be provided to the Engineer at the time of the original submission. The Engineer will not produce copies of the Shop Drawings.

14.2.1.2 The data shown on the Shop Drawings shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show the Engineer the materials and equipment, which the Contractor proposes to provide.

14.2.1.3 Each Sample shall be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which intended and other uses as the Engineer may require to enable the Engineer to intelligently review the submittal.

14.2.1.4 All Shop Drawings shall indicate the applicable Plan sheet and Specifications.

14.3 VARIATION FROM CONTRACT DOCUMENTS

14.3.1 If the Shop Drawings or other submittals show variations from the requirements of the Contract Documents, the Contractor shall make specific mention of such variations in the Contractor's letter of submittal to the Engineer.

14.3.1.1 If the variation is acceptable to the Engineer, the Engineer shall recommend acceptance of the variation to the Authorized Representative in writing. Upon written approval of the Authorized Representative, the variation shall be incorporated into the Contract Documents.

14.3.1.2 The Contractor shall not be relieved of any responsibility for deviations from the requirements of the Contract Documents by the Engineer's review of Shop Drawings, Samples or other submittals.

14.4 CONTRACTOR'S REVIEW

14.4.1 All Shop Drawings, Samples and other submittals shall be reviewed and stamped by the Contractor prior to submittal to the Engineer. If it is apparent to the Engineer that the Contractor has not reviewed the submittals, or has conducted an incomplete review, the Engineer shall reject the submittals.

14.4.1.1 Correction of dimensions, location of various items, encroachments of Work or variations from the requirements of the Contract Documents shall be made or corrected by the Contractor.

14.4.1.2 If required by the Contract Documents or applicable law, the Contractor shall have the Shop Drawings or other submittals prepared by persons and entities possessing expertise and experience in an appropriate trade or profession or by a licensed architect, engineer or other professional.

14.5 ENGINEER'S REVIEW

14.5.1 The Engineer shall review and approve or disapprove Shop Drawings, Samples or other submittals within 15 days of receipt or in accordance with the approved submittal schedule or such other period of time as is mutually agreed by the Engineer and the Contractor.

14.5.1.1 The Contractor shall make any corrections required by the Engineer and shall resubmit the required number of corrected copies of Shop Drawings, Samples or other submittals until approved, which resubmission shall be acted upon by the Engineer with 15 days of receipt or such other period of time as is mutually agreed by the Engineer and the Contractor.

14.5.1.2 When resubmitting submittals, the Contractor shall direct the Engineer's attention to any revisions made by noting such revisions on the resubmitted submittal.

14.5.1.3 All costs incurred by the Engineer due to the failure of the initial submittal to meet the requirements of the Contract Documents, or in reviewing re-submittals of re-submittals, or by the Village for attendant delay, interference, hindrance or disruption of the Project, shall be paid by the Contractor.

14.6 RISK OF NONPAYMENT

14.6.1 No portion of the Work requiring a Shop Drawing, Sample or other submittal shall be commenced until the submittal has been reviewed and approved by the Engineer. Any Work commenced by the Contractor prior to final approval of the Shop Drawing, Sample or other submittal by the Engineer shall be performed by the Contractor under risk that no payment will be approved or made by the Village for such Work.

14.7 SCOPE OF ENGINEER'S REVIEW

14.7.1 The Engineer's review and approval of Shop Drawings, Samples and other submittals is to determine if the items covered by such submittals will, after installation and incorporation into the Work, conform to the Contract Documents and be compatible with the design concept of the Project as a functioning whole.

14.7.1.1 The Engineer's review and approval shall not extend to means, methods, manners, techniques, sequences, procedure of construction or to safety precautions or programs incident thereto.

14.7.1.2 The Engineer's review and approval of a separate item will not indicate approval of the assembly in which the item functions.

14.8 EQUIPMENT STATEMENT

14.8.1 Shop Drawings on all equipment shall include the following written statement from the manufacturer of the equipment:

14.8.1.1 "This equipment submitted for approval shall perform as specified when installed by the Contractor in the arrangement shown on this drawing and in the Contract Documents and in conjunction with all other accessories such as flues, breachings, piping, controls and equipment not furnished by this manufacturer but required as an accessory or supplement to this equipment, providing that the accessory or supplementary items perform as specified and are installed as shown in the Contract Documents."

ARTICLE 15 – SUBCONTRACTORS AND MATERIAL SUPPLIERS

15.1 VILLAGE'S APPROVAL

15.1.1 Within 10 days of the Notice to Proceed, the Contractor shall list the Contractor's proposed Subcontractors and Material Suppliers on forms approved by the Authorized Representative and submit such forms to the Engineer for approval by the Authorized Representative.

15.1.1.1 The Village reserves the right to reject any Subcontractor or Material Supplier. Failure of the Engineer to notify the Contractor of rejection within 10 days of receipt of the forms shall constitute notice that the Village has no objection.

15.1.1.2 If the Village rejects any Subcontractor or Material Supplier, the Contractor shall replace the Subcontractor or Material Supplier at no additional cost to the Village.

15.2 REPLACEMENT

15.2.1 The Contractor shall not replace any Subcontractor or Material Supplier after execution of the Contract Form without written approval of the Authorized Representative.

15.2.1.1 The Contractor shall submit to the Engineer amended approval forms and a written justification for the change of the Contractor's Subcontractors or Material Suppliers.

15.3 CONTRACTOR'S RESPONSIBILITY

15.3.1 The Contractor shall be fully responsible for all acts and omissions of the Contractor's Subcontractors and Material Suppliers and shall be responsible for scheduling and coordinating the Work of the Contractor's Subcontractors and Material Suppliers.

15.3.1.1 Interference, disruption, hindrance or delay attributable to the Contractor's Subcontractors or Material Suppliers shall be deemed to be interference, disruption, hindrance or delay within the control and responsibility of the Contractor.

15.3.1.2 The Contractor shall require that each of the Contractor's Subcontractors have a competent supervisor at the Project whenever Work is being performed by the Subcontractor.

15.3.1.3 The Contractor agrees to bind the Contractor's Subcontractor and Material Supplier to the terms of the Contract Documents, so far as applicable to the Work of such Subcontractor or Material Supplier, and shall not agree to any provisions which seek to bind the Village to terms inconsistent with or at variance from the terms of the Contract Documents.

15.4 WARRANTY AND GUARANTEE

15.4.1 The Contractor shall require each Subcontractor and Material Supplier to fully warrant and guarantee, for the benefit of the Village, the effectiveness, fitness for the purpose intended, quality and merchantability of any Work performed or item provided or installed by such Subcontractor or Material Supplier.

15.5 PROMPT PAYMENT

15.5.1 If a Subcontractor or Material Supplier requests payment in time to allow the Contractor to include the request in the Contractor's Application for Payment, the Contractor shall pay within 10 days after receipt of payment from the Village:

15.5.1.1 To a Subcontractor an amount equal to percent of completion allowed by the Village for the Subcontractor's Work,

15.5.1.2 To a Material Supplier an amount equal to all or a portion of the Material Supplier's request for materials furnished.

15.5.2 The Contractor may reduce the amount to be paid to a Subcontractor or Material Supplier pursuant to subparagraph GC 15.5.1 by the amount of any retainage withheld from the Contractor and may withhold amounts necessary to resolve disputed liens or claims involving the Work of the Subcontractor or Material Supplier.

15.5.3 If the Contractor fails to comply with the provision of paragraph GC 15.5, the Contractor shall pay to the applicable Subcontractor or Material Supplier 18% interest on any unpaid amount beginning on the 11th day after receipt of payment from the Village.

15.6 CLAIM AFFIDAVIT

15.6.1 In order to establish lien rights, Subcontractors and Material Suppliers not in privity of contract with the Contractor must serve a notice of furnishing on the Contractor whose contract is the contract under which the Subcontractor or Material Supplier is performing.

15.6.1.1 The notice of furnishing must be served upon the Contractor within 21 days of performing the Work or furnishing the materials.

15.6.1.2 Subcontractors and Material Suppliers not in privity of contract with the Contractor must, at the time of filing a Claim Affidavit with the Authorized Representative, provide a copy of the notice of furnishing and proof that it was received by the Contractor.

15.6.2 In order to establish lien rights, a claimant must file a Claim Affidavit with the Authorized Representative, within 120 days from the date of the last Work or furnishing of materials.

15.6.2.1 In order to receive priority over similar claims, the claimant must file a copy of the claim with the Cuyahoga County Recorder's office within 30 days of serving the Authorized Representative.

15.6.2.2 All claimants who serve the Authorized Representative, and file with the Cuyahoga County Recorder within 30 days, have no priority among themselves and share in the funds prorata.

15.6.2.3 Claimants who file with the Authorized Representative, but not with the Cuyahoga County Recorder, are paid only if there are sufficient funds left after paying those claimants who file with the Cuyahoga County Recorder.

15.6.3 The Authorized Representative shall notify the Contractor of the receipt of the claim within five (5) days of receiving the Claim Affidavit. A copy of the Claim Affidavit and a statement advising the Contractor of the Contractor's right to dispute the claim will accompany the notice.

15.6.3.1 The Contractor shall have 20 days to dispute the claim.

15.6.3.2 If the Contractor does not notify the Authorized Representative in writing of an intention to dispute the claim within 20 days after receipt of the Claim Affidavit, the Contractor is deemed to have assented to its correctness.

15.6.4 The Village shall detain the amount stated in the Claim Affidavit from subsequent Applications for Payment and deposit said amount in an escrow account in accordance with a general escrow agreement between the Village and a bank.

15.6.4.1 The escrow agent shall hold the deposit and any interest earned thereon until receipt of notice from the Authorized Representative specifying an amount to be released and the Person to whom the amount is to be released.

15.6.4.2 The Village reserves the right to pay a Claim Affidavit, which is not timely disputed.

15.7 CLAIMS AGAINST THE BOND

15.7.1 Laborers, Subcontractors or Material Suppliers who have furnished or delivered labor or materials to the Project may, at any time after performing the labor or delivering the materials, but not later than 60 days after Final Acceptance of the Work, or applicable portion thereof, by the Village, furnish the Surety a statement of the amount due.

15.7.2 After furnishing the statement, laborers, Subcontractors or Material Suppliers must wait 60 days to bring a suit for the amount due. If the Surety has not paid the claim at the expiration of 60 days, laborers, Subcontractors or Material Suppliers may bring suit for amounts not paid, but must bring the suit within one (1) year of Final Acceptance of the Work, or applicable portion thereof, by the Village.

ARTICLE 16 - INDEMNIFICATION

16.1 INDEMNIFICATION FOR INJURY OR DAMAGE

16.1.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Village and the Engineer, their respective members, officials, officers, consultants, agents, representatives and employees, in both individual and official capacities, from and against all claims, damages, losses and expenses, direct, indirect or consequential arising out of or resulting from the Work.

16.1.1.1 In the event of any such injury, including death, or loss or damage, or claims therefore, the Contractor shall give prompt notice thereof to the Engineer and the Authorized Representative.

16.1.1.2 This provision is intended to be, and shall be construed, as consistent with, and not in conflict with, Section 2305.31, ORC, to the fullest extent permitted.

16.1.2 The indemnification obligations of the Contractor under subparagraph GC 16.1.1 shall not extend to the liability of the Engineer, the Engineer’s members, officials, officers, consultants, agents, representatives or employees for negligent preparation or approval of Drawings, Specification, Change Orders, opinions, and any other responsibility of the Engineer, except to the extent covered by the Contractor's insurance.

16.2 INDEMNIFICATION FOR PATENT OR COPYRIGHT USE

16.2.1 To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless and defend the Village and the Engineer, their respective members, officials, officers, consultants, agents, representatives and employees, in both individual and official capacities from and against all claims, damages, losses and expenses arising out of the Contractor's infringement of patent rights or copyrights.

ARTICLE 17 - AUDITS AND RECORDS

17.1 EXAMINATION

17.1.1 The Village shall have the right to examine all books, records, documents and other data of the Contractor and of the Contractor's Subcontractors and Material Suppliers related to

the bidding, pricing or performance of the Work, including without limitation for the purpose of evaluating any Proposal or claim.

17.1.2 The above referenced materials shall be made available at the office of the Contractor, Subcontractor or Material Supplier, as applicable, at all reasonable times for inspection, audit and reproduction until the expiration of seven (7) years after the date of Final Acceptance of the Project by the Village. To the extent that the Contractor, Subcontractor or Material Supplier, as applicable, informs the Village in writing that any documents copied by the Village are trade secrets, the Village shall treat such documents as trade secrets of the Contractor, Subcontractor or Material Supplier, as applicable. In the event, any dispute arises with any other Person about whether such other Person should be given access to the documents, the Contractor, Subcontractor or Material Supplier, as applicable, agrees to indemnify the Village against all costs, expenses and damages, including without limitation attorneys' fees, incurred or paid by reason of such dispute.

17.1.3 The right of inspection, audit and reproduction shall extend to all documents necessary to permit adequate evaluation of the cost of pricing data submitted along with the computations and projections used therein.

17.2 TERMINATION AND DISPUTES

17.2.1 If the Contract has been terminated, in whole or in part, the records relating to the Work terminated shall be made available to the Village for a period of seven (7) years from the date of any applicable final settlement or payment, as applicable.

17.2.2 Records, which relate to disputes, litigation, or settlement of claims arising out of the performance of the Work shall be made available until such dispute, litigation or settlement has been finally decided or settled.

ARTICLE 18 - PREVAILING WAGE PAYROLL SUBMITTALS

18.1 WAGE SCHEDULE

18.1.1 Within 10 days of the date of the Notice to Proceed, the Contractor shall provide the Village's Prevailing Wage Coordinator a schedule of dates during the term of the Contract on which wages will be paid to employees for the Project.

18.2 PAYROLL REPORTS

18.2.1 The Contractor shall submit payroll reports with each Application for Payment, which reports shall be certified by the Contractor that the payroll is correct and complete and the wage rates shown are not less than those required by the Contract. The Contractor shall be responsible for submitting all payroll reports of the Contractor's Subcontractors.

18.2.1.1 The payroll report shall indicate the period covered and shall include a list containing the name, address and social security number of each employee of the Contractor and the Contractor's Subcontractors paid for the Work.

18.2.1.2 The payroll report shall list the number of hours each employee worked each day on the Project during the reporting period, the total hours each week on the Project, the employee's hourly rate of pay, job classification, fringe benefits and all deductions from wages and net pay.

18.2.1.3 The payroll report shall also list each fringe benefit and state if it is paid as cash to the employee or to a named plan.

18.2.1.4 The Contractor and the Contractor's Subcontractors shall also submit apprenticeship agreements for all apprentices utilized on the Project.

ARTICLE 19 – PERFORMANCE EVALUATION

19.1 CONTRACTOR PERFORMANCE

19.1.1 The Engineer shall, at the completion of the Project or as determined by the Authorized Representative, evaluate the Contractor's performance. The evaluation form shall be submitted to the Village.

19.1.1.1 The Contractor may request a copy of the completed evaluation form. If the Contractor wishes to comment or take exception to any rating or remark, the Contractor shall send a response in writing to the Village with a copy to the Engineer.

19.1.1.2 The evaluation shall be used by the Village in determining whether the Contractor is the lowest responsive and responsible for award of future contracts.

ARTICLE 20 - MISCELLANEOUS

20.1 TAXES

20.1.1 Only those materials which ultimately become a part of the completed structure or improvement which constitutes the Project will be exempt from State sales tax as provided in Section 5739.02, ORC, and State use tax as provided in Section 5741.02, ORC.

20.1.2 The purchase, lease or rental of material, equipment, parts or expendable items such as form lumber, tools, oils, greases and fuels, which are used in connection with the Work, are subject to the application of State sales tax and State use tax.

20.2 ROYALTIES AND PATENTS

20.2.1 The Contractor shall pay all royalties, license fees and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

20.2.2 If a particular invention, design, process, product or device is specified in the Contract Documents and if, to the knowledge of the Engineer, use of the specified item is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Engineer in the Contract Documents.

20.2.2.1 If the Contractor has reason to believe that use of the specified item is subject to patent or copyright protection, the Contractor shall immediately notify the Authorized Representative.

20.3 ASSIGNMENT OF ANTITRUST CLAIMS

20.3.1 By executing the Contract Form, the Contractor assigns, conveys and transfers to the Village any right, title and interest to any claims or causes of action it may have or acquire under State or federal antitrust laws relating to any goods, products, or services purchased, procured or rendered to the Village pursuant to the Contract.

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MAYFIELD VILLAGE
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MAYFIELD VILLAGE
WAGE RATES

1.1 WAGES AND HOURS

1.1.1 The Contractor shall pay the prevailing wage rates of the Project locality, as determined by the Ohio Department of Commerce, Wage and Hour Division, or the U.S. Department of Labor to laborers and mechanics performing Work on the Project, as applicable.

1.1.2 The Contractor shall comply with the provisions, duties, obligations, and is subject to the remedies and penalties of Chapter 4115, ORC or the Davis-Bacon Act, as applicable.

1.1.3 The Contractor agrees that each individual employed by the Contractor or any Subcontractor engaged in work on the project under this contract shall be paid the prevailing wage issued by the Ohio Department of Commerce, Wage and Hour Bureau. This shall occur regardless of any contractual relationship that may exist between the Contractor or any Subcontractor and such individual.

1.1.4 The Contractor shall submit all payroll reports in compliance with the requirements of Article 18 of the General Conditions.

1.2 PREVAILING WAGE RATES

1.2.1 The Prevailing Wage Determination Schedule for this project is available for review at the office of the Owner's Prevailing Wage Coordinator and via the Internet at http://com.ohio.gov - "Labor & Worker Safety" - click on the "View Wage Rates".

1.3 PREVAILING WAGE ADJUSTMENTS

1.3.1 The Village shall, within seven (7) working days after receipt of a notice of a change in the prevailing rates, notify the Contractor of the change.

1.3.2 The Contractor shall make the necessary adjustment in the prevailing wage rate and shall pay any wage increase during the term of the Contract.

1.4 FINES AND CRIMINAL PENALTIES

1.4.1 Whoever violates Section 4115.08 or 4115.09, ORC, shall be fined not less than $25 nor more than $500.

1.4.2 Whoever violates division (C) of Section 4115.071, or Section 4115.10 or 4115.11, ORC is guilty of a misdemeanor of the second degree for a first offense. For each subsequent offense such Person is guilty of a misdemeanor of the first degree.

1.4.3 Fines and penalties under the Davis-Bacon Act shall be as determined by the U.S. Department of Labor and in accordance with applicable law.

MAYFIELD VILLAGE
ITEM SPECIAL: PRECONSTRUCTION VIDEO

1. GENERAL

Prior to the delivery of any plant equipment, materials or supplies to the site of any work, or to the beginning of any of the construction work, the Contractor shall provide Preconstruction Video as specified below for the purpose of establishing the surface conditions existing in all of the areas to be affected.

The preconstruction video shall be performed by independent companies having had previous experience in similar type of work. The names of the companies must be submitted to the Engineer for approval prior to engaging in the work.

2. SCOPE OF WORK

Audio and color video recording shall consist of surface features taken along the entire line of the project and including all work and storage areas and all access roadways. Prior to audio-video recording of the project, all areas to be inventoried shall be investigated visually with notation made to items not readily visible by recording methods. This would include, but not be limited to, driveway culverts and headwalls-size, type and condition.

Record video and audio track simultaneously as original live recording consisting of a fixed elevation video record and commentary by the primary electrographer.

3. PURPOSE OF VIDEO RECORDING

The purpose of the color audio-video recording of the project is to provide the necessary information for restoration of surface features after completion of the project. This recording will assist in replacing those areas affected by construction to their original condition with as little controversy as possible.

4. QUALIFICATIONS

Color audio-video recording must be compiled by a professional actively engaged in color audio-video recording or similar type projects for municipal agencies. The name of the company must be submitted to the Engineer for approval prior to engaging in the work.

5. COVERAGE

Such coverage shall include, but not be limited to, all existing driveways, sidewalks, curbs, ditches, streets, landscaping, trees, culverts, catch basins, headwalls, retaining walls, fences, visible utilities, and all buildings located within the zone of influence. Of particular concern are any existing faults, fractures, defects, or other imperfections exhibited by the above-mentioned surface features. Audio description shall be made simultaneously with and support the video coverage.

Streets shall be audio-video recorded for the traveled land adjacent to the sewer when the sewer runs along one side of the road, and for the full width of the road in areas where the sewer is within the street, except where specifically noted otherwise by the Engineer.

Easement areas shall be audio-video recorded for the full width of the permanent and temporary easements and all other adjacent areas lying within the zone of influence of construction as

directed by the Engineer.

Building Exteriors - The Contractor shall furnish color audio-video recordings of all exterior surfaces of buildings specifically identified by the Engineer to receive such coverage. Buildings so identified may include houses, apartments, warehouses, retail stores and other structures. Exterior building coverage shall include, but not be limited to, walls, visible foundations, chimney, porches and trim.

6. MATERIALS:

Standard DVD-Video format

7. LOCATION INFORMATION

All DVDs (discs and cases) shall be properly identified by DVD number, location and project name in a manner acceptable to MAYFIELD VILLAGE.

A record of the contents of each DVD shall be supplied on a run sheet identifying each segment in the DVD by location, i.e., street or easement viewing side, traveling direction, engineering stationing and all referenced by recoding counter numbers.

A brief report and inventory of all DVDs completed, referenced by location and DVD number, shall be furnished to the Engineer upon completion of the work and delivery of the DVDs.

All video recordings shall begin with the date and time of recording, the project name, the sheet numbers or engineering stationing as shown on the Plans, the name of the street, easement or building being recorded, the direction of travel and the viewing side.

House and buildings shall be identified visually by house or building number, when possible, in such a manner that the progress of the recording and the proposed system may be located by reference to the houses and buildings.

The engineering stationing numbers must be continuous and correspond to the project stationing and include the standard engineering symbols (for example: 37+38). This information must appear in the lower half of the viewing screen. Below the engineering stationing shall appear the name of the project, name of the area covered, direction of travel, viewing side, etc.

All DVDs are to be accompanied by a notarized statement verifying the original unedited quality of the recording.

8. ENTERING PROPERTY

If it becomes necessary to enter onto private property, notify the owner of such property at least 24 hours in advance of the planned entry to obtain permission of the property owner. If the owner refuses to give his permission for said entry, notify the Engineer immediately.

The Contractor is advised that he shall not enter any private property before permission is granted to do so or the Engineer notifies the Contractor that he has gained the legal right to do so. The Contractor shall be held liable for entry made other than stated above.

9. OWNERSHIP OF DVDs

All DVDs produced will become the permanent property of MAYFIELD VILLAGE. The Contractor shall deliver all DVDs to MAYFIELD VILLAGE prior to the beginning of any construction work.

Any portion of the video or audio coverage deemed unacceptable by the Engineer must be re-recorded by the Contractor at no additional charge.

10. SITE RECORDING CONDITIONS

All recording shall be done during times of good visibility. No outside recording shall be done during periods of visible precipitation or when the ground area is covered with snow, leaves or debris unless otherwise authorized by the Engineer.

In order to produce the proper detail and perspective, adequate auxiliary lighting will be required to fill in shadow areas caused by trees, utility poles, road signs and other such objects, a well as other conditions requiring artificial illumination.

The average rate of speed in the general direction of travel of the conveyance used during recording shall not exceed 48 feet per minute. Panning rates and zoom-in zoom-out rates shall be controlled sufficiently such that playback will produce adequate clarity of the objects being viewed.

When conventional wheeled vehicles area used as conveyances for the recording, the distance from the camera lens to the ground shall not be less than eight (8) feet to insure proper perspective. In instances where coverage will be required in areas not accessible to conventional wheeled vehicles, such coverage shall be obtained by walking or by special conveyance approved by the Engineer, but with the same requirements for quality and content as specified herein except as may be specifically exempted by the Engineer.

11. PAYMENT

The full cost of furnishing all labor, material and equipment to perform the required audio-video recording as described herein shall be included for payment in the Lump Sum price bid for Preconstruction Video.