

## GENERAL CONDITIONS

BIDS will be received by the City of St. Clairsville, Ohio herein called OWNER at the office of the Director of Public Services in the Municipal Building until April 25, 2025, at noon, and then at said office publicly opened and read aloud.

Each BID (CONTRACT DOCUMENTS excluding PLANS) must be submitted in a sealed envelope, addressed to the Director of Public Services, Municipal Building, 100 North Market Street, St. Clairsville, Ohio 43950. Each sealed envelope containing a BID must be plainly marked on the outside as **“SPRING PARK DRIVE REBUILD-2025”** and the envelope should bear on the outside the name of the BIDDER and address. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the City of St. Clairsville, Director of Public Services, Municipal Building, 100 North Market Street, St. Clairsville, Ohio 43950.

All BIDS must be made on the BID schedule forms contained herein and the BID prices must be entered therein, in figures only. In all items, BIDS must be made separately per the estimated quantities. The “Total Per Estimated Quantities” of the unit price or lump sum bid shall govern over the informal total of bid items. Each BIDDER must bid on all Items and Alternatives contained in the BID schedule for each contract. All BIDS not in conformity with this notice may be considered informal and may be rejected.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. The OWNER may hold the BIDS for 60 days after the actual date of the opening and may award the contract at any time during that period. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

The BIDDER is required to examine carefully the site of the WORK, the BID Schedule, PLANS AND SPECIFICATIONS, and all CONTRACT DOCUMENTS and to read and acquaint himself with the Agreement Form for the WORK contemplated. The BIDDER, in submitting a BID, warrants that he has investigated and is acquainted with the conditions to be encountered for performing the WORK including the character, quality, and quantities of the WORK to be performed and materials to be furnished, and prevailing hourly wage rates for the area in which the PROJECT is located and the requirements of the CONTRACT DOCUMENTS hereinafter defined. It is mutually agreed that the submission of a BID shall be considered prima facie evidence that the BIDDER has conducted such an examination and is satisfied as to all the conditions which will affect the WORK.

The OWNER shall provide to BIDDERS prior to bidding all information that is pertinent to and delineates and describes the land owned and rights of ways acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any

other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID guarantee payable to the OWNER in the form of either:

1. A BOND for the full amount of the BID, with a corporate surety approved by the OWNER. Use BID guaranty and contract BOND included herein.
2. A cashier's check for 5 percent of the BID.
3. An irrevocable letter of credit for 5 percent of the BID.

As soon as the BIDS have been compared, the OWNER will return the BID guaranties of all except the three lowest BIDDERS. When the Agreement is executed, or the period for holding the BIDS has expired and no time extension has been mutually agreed upon, the BID guaranties of the two remaining unsuccessful BIDDERS will be returned.

A Contract BOND in the amount of 100 percent of the CONTRACT PRICE, with a corporate Surety approved by the OWNER, will be required, if applicable, for the faithful performance of the contract. Use the Contract BOND form included herein. A Payment Bond for 100 percent of the bid amount will also be required.

Attorneys- in fact who sign BID guaranty and Contract Bonds or Contract BONDS or Payment Bonds must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the Contract BOND, if applicable, within ten calendar days of when the NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may, at his option, consider the BIDDER in default, and award the contract to another BIDDER.

The OWNER, within ten days of receipt of acceptable contract BOND, if applicable, and agreement signed by the party to whom the agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the agreement within such a period, the BIDDER may by WRITTEN NOTICE withdraw his signed agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued upon execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such a period, the time may be extended by mutual agreement between the OWNER and the CONTRACTOR.

The successful BIDDER will be required to execute and submit a NONCOLLUSION AFFIDAVIT after the opening of BIDS and before the award.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. In determining the award, consideration will be given to (a) whether BIDDER maintains a permanent place of business, (b) suitability of the BIDDER'S plant and equipment for the work, (c) BIDDER'S financial status and organization, (d) BIDDER'S record of experience in constructing improvements of this type, and (e) lowest BID. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the agreement and to complete the WORK contemplated therein.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over the construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is required to state in his BID his name and place of residence and the names of all persons interested with him; in the case of a corporation, the names of others other than the president and secretary need not be given.

If any person contemplating submitting a BID for the proposed PROJECT is in doubt as to the true meaning of any part of the CONTRACT DOCUMENTS, they may submit to the Director of Public Services a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the CONTRACT DOCUMENTS will be made only by ADDENDUM duly issued and a copy of such ADDENDUM will be mailed or delivered to each person receiving a set of such CONTRACT DOCUMENTS. The awarding authority will not be responsible for any other explanations or interpretations of the CONTRACT DOCUMENTS.

SUPPLEMENTAL GENERAL CONDITIONS and/or SUPPLEMENTAL SPECIFICATIONS, when included, shall supplement and/or modify the GENERAL CONDITIONS and/or SPECIFICATIONS included herein and shall govern whenever there is a conflict in meaning.

The quantities listed in the BID are to be considered approximate and are to be used only for the comparison of the BIDS and as a basis for computing amounts of security or penal sums of BONDS to be furnished. The unit prices to be tendered by the BIDDERS are to be tendered expressly for the scheduled quantities and as they may be increased or decreased by duly authorized CHANGE ORDER. Payments, except for lump sum BIDS, and except for lump sum items in unit price BIDS, will be made to the CONTRACTOR for the actual quantities only of WORK performed or materials furnished in accordance with the CONTRACT DOCUMENTS.

Following the BID opening, the OWNER shall determine the Alternate Items as stipulated in the BID schedule, if applicable, to be performed. Total BIDS will be calculated by adding the amounts BID by each BIDDER including Alternate Items so selected by the OWNER in determining the lowest BID. The OWNER reserves the right to reject any and all BIDS.





**BID GUARANTY AND CONTRACT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_, as Principal and \_\_\_\_\_ as Sureties, are hereby held and firmly bound unto \_\_\_\_\_, OWNER and obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the OWNER on \_\_\_\_\_ to undertake the PROJECT known as \_\_\_\_\_.

The penal sum referred to herein shall be the dollar amount of the Principal’s BID to the OWNER, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the OWNER, which are accepted by the OWNER. In no case shall the penal sum exceed the amount of 100 percent of the BID including any alternates which may be accepted. 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.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, whereas the above-named Principal has submitted a BID for \_\_\_\_\_.

NOW, THEREFORE, if the OWNER accepts the BID of the Principal and the Principal fails to enter into a proper Agreement in accordance with the BID, PLANS, details, SPECIFICATIONS, and bills of material, and in the event the Principal pays to the OWNER the difference not to exceed 10 percent of the penalty hereof between the amount specified in the BID and such larger amount for which the OWNER may in good faith contract with the next lowest BIDDER to perform the WORK covered by the BID; or in the event the OWNER does not award to the next lowest BIDDER and resubmits the PROJECT for bidding, the Principal pays to the OWNER the difference not to exceed 10 percent of the penalty hereof between the amount specified in the BID, or the costs, in connection with the resubmission, of printing new CONTRACT DOCUMENTS, required advertising, and printing and mailing notices to prospective BIDDERS, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the OWNER accepts the bid of the Principal and the Principal within 10 days after the awarding of the contract enters into a proper Agreement in accordance with the BID, PLANS, details, SPECIFICATIONS, 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 \_\_\_\_\_ shall well and faithfully do and perform the things agreed by \_\_\_\_\_ to be done and performed according to the terms of said Agreement; and shall pay all lawful claims of SUBCONTRACTORS, materialman, and laborers, for labor performed and materials furnished in the carrying forward, performing or completing of said Agreement; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the OWNER 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 amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said Agreement or in or to the PLANS or SPECIFICATIONS therefore shall in any way affect the obligations of said Surety on its BOND.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_(L.S.)  
Principal

\_\_\_\_\_  
Surety

BY: \_\_\_\_\_

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and must not exceed the underwriting limitation.

Surety companies and their agents or attorneys-in-fact must be authorized to transact business in the State where the PROJECT is located and shall furnish proof of such authorization in the BID.

**NON COLLUSION AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

BID IDENTIFICATION \_\_\_\_\_

CONTRACTOR \_\_\_\_\_,

being first duly sworn, deposes and says that he is \_\_\_\_\_ (sole owner, a partner, president, secretary, etc.) of \_\_\_\_\_, the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation, that such BID is genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham BID, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham BID, or that anyone shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit, or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the OWNER awarding the contract or anyone interested in the proposed contract; that all statements contained in such BID are true, and further, that said BIDDER has not directly or indirectly, submitted his BID price or any breakdown thereof, of the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

Signed:

\_\_\_\_\_  
PRESIDENT

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2025.

Seal of Notary

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

My commission expires \_\_\_\_\_.



**BID**

Proposal of \_\_\_\_\_ hereinafter called BIDDER,  
organized and existing under the laws of the State of \_\_\_\_\_ doing business as \_\_\_\_\_\*

To the **CITY OF ST. CLAIRSVILLE**, hereinafter called OWNER.

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all  
WORK for the construction of \_\_\_\_\_

in strict accordance with the CONTRACT DOCUMENTS, within the time and at the prices  
stated herein.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party  
thereto certifies as to his own organization, that this BID has been arrived at independently,  
without consultation, communication, or agreement as to any matter relating to this BID with any  
other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be  
specified in the NOTICE TO PROCEED and to fully complete the PROJECT before \_\_\_\_\_  
\_\_\_\_\_, 2025. BIDDER further agrees to pay as liquidated damages, the  
sum of \$100 for each consecutive calendar day thereafter as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*\* Insert "a corporation", "a partnership", or "an individual" as applicable.*

**AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY OF  
PERSONAL PROPERTY TAXES  
O.R.C. 5919.042**

STATE OF OHIO:

TO:

The undersigned, being first duly sworn, having been awarded a contract by you for the **SPRING PARK DRIVE REBUILD-2025** hereby states that we were 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 you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list.

In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

\_\_\_\_\_

Sworn to me before me and subscribed in my presence this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
**NOTARY PUBLIC**

## AGREEMENT

This AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the CITY OF \_\_\_\_\_ ST. \_\_\_\_\_ CLAIRSVILLE, hereinafter called "OWNER" and \_\_\_\_\_ doing business as (individual, partnership, or corporation) "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will complete the **Spring Park Drive Rebuild on August 31<sup>st</sup>, 2015.**
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will complete the WORK required by the CONTRACT DOCUMENTS within the time outlined on the bid form unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the DOCUMENTS and comply with the terms therein for the sum of \$\_\_\_\_\_, subject to additions and deductions by CHANGE ORDER and quantities actually performed.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - (A) Bidding Requirements including Advertisement for BIDS and Information for BIDDERS
  - (B) Bidding Forms including BID Guaranty and Contract BOND and BID
  - (C) Contract Forms and General Conditions including Noncollusion Affidavit, Agreement, Legal and Fiscal Officers, Contract BOND, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, General Conditions, and SUPPLEMENTAL GENERAL CONDITIONS and plans.
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate copies, each of which shall be deemed an original on the date first above written.

**AGREEMENT SIGNATURES**

OWNER:

\_\_\_\_\_  
By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

(SEAL)  
ATTEST:

\_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_  
By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**NOTICE OF AWARD**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT DESCRIPTION: SPRING PARK DRIVE REBUILD-2025.**

The OWNER has considered the BID submitted by you on \_\_\_\_\_, 2025 for the above-described WORK in response to its Advertisement for Bids and Information for BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of \$\_\_\_\_\_.

You are required by the Information for BIDDERS to execute the Agreement and furnish the required CONTRACTOR's Contract BOND, if applicable, and Certificates of Insurance within 10 calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said BOND within ten (10) days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Owner

By \_\_\_\_\_  
Name \_\_\_\_\_

Title \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by \_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

By \_\_\_\_\_  
Name and Title \_\_\_\_\_

**NOTICE TO PROCEED**

TO: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**PROJECT DESCRIPTION: SPRING PARK DRIVE REBUILD-2025.**

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, 2025, on or before \_\_\_\_\_, 2025, and you are to complete the WORK within the time outlined on the bid form.

\_\_\_\_\_  
Owner  
By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by \_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**LEGAL AND FISCAL OFFICERS**

\_\_\_\_\_, 2025

The foregoing Agreement is approved as to form.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

-----

I \_\_\_\_\_ hereby certify  
Name Title

that I am the qualified and acting fiscal officer of the \_\_\_\_\_  
\_\_\_\_\_, Ohio, and that the amount of money to wit \$ \_\_\_\_\_  
required to meet the cost of the attached Agreement between \_\_\_\_\_  
\_\_\_\_\_ and \_\_\_\_\_.

Owner

Contractor

has been lawfully appropriated for the purpose of said Agreement and the money so appropriated  
is on deposit (in process of collection) to the credit of the appropriate fund free from any  
previous encumbrances.

\_\_\_\_\_, 2025

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**CONTRACT BOND**

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

as Principal and \_\_\_\_\_

as Sureties, are hereby held and firmly bound unto \_\_\_\_\_

in the penal sum of \_\_\_\_\_ dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal did on the \_\_\_\_\_ day of \_\_\_\_\_, enter into an Agreement with \_\_\_\_\_ which said Agreement is made a part of this BOND the same as though set forth herein;

Now, if the said \_\_\_\_\_ shall well and faithfully do and perform the things agreed by \_\_\_\_\_ to be done and performed according to the terms of said Agreement; and shall pay all lawful claims of SUBCONTRACTORS, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said Agreement; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the OWNER as 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 amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said Agreement or in or to the PLANS or SPECIFICATIONS therefore shall in any wise affect the obligations of said Surety on its BOND.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ (number) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

### CONTRACT BOND SIGNATURES



ATTEST:

\_\_\_\_\_  
Secretary  
(SEAL)

\_\_\_\_\_  
Witness as to Principal  
  
\_\_\_\_\_  
(Address)

Principal

Name\_\_\_\_\_

Title\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Surety) Secretary  
(SEAL)

\_\_\_\_\_  
Witness as to Surety  
  
\_\_\_\_\_  
(Address)

Surety

By\_\_\_\_\_

Attorney-in-Fact

\_\_\_\_\_  
(Address)

NOTE: The date of BOND must not be prior to the date of the Agreement. If CONTRACTOR is a partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and must not exceed the underwriting limitation.

Surety companies must be authorized to transact business in the State where the PROJECT is located and shall furnish proof of such authorization with the BID.

**CHANGE ORDER**

Order No. \_\_\_\_\_  
Date: \_\_\_\_\_

**NAME OF PROJECT: SPRING PARK DRIVE REBUILD-2025**

**OWNER: CITY OF ST. CLAIRSVILLE**

**CONTRACTOR:** \_\_\_\_\_

The following changes are hereby made to the CONTRACT DOCUMENTS:

Reason for CHANGE ORDER \_\_\_\_\_

Change to CONTRACT PRICE: \_\_\_\_\_

Original CONTRACT PRICE: \_\_\_\_\_

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$ \_\_\_\_\_.

The CONTRACT PRICE due to this CHANGE ORDER will be (increased)

(decreased) by: \_\_\_\_\_.

The new CONTRACT PRICE including this CHANGE ORDER will be \$ \_\_\_\_\_.

Change to CONTRACT TIME: \_\_\_\_\_

The CONTRACT TIME will be (increased) (decreased) by \_\_\_\_\_ calendar days.

The date for completion of all WORK will be \_\_\_\_\_ (Date).

Accepted by \_\_\_\_\_

Owner

Accepted by: \_\_\_\_\_

Contractor

**SUPPLEMENTAL GENERAL CONDITIONS**

## CONTRACT SECURITY

The CONTRACTOR shall within 10 days after the receipt of the NOTICE OF AWARD furnish the OWNER with a contract BOND, in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertaking, covenants, terms, conditions, and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BOND shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed, named on the current list of Surety Companies Acceptable on Federal Bonds” as published in the Treasury Department Circular Number 570 and must not exceed the underwriting limitation. The expense of this BOND shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared bankrupt or loses its right to do business in the state in which the WORK is to be performed, or is removed from the list of Surety Companies accepted on Federal BONDS, the CONTRACTOR shall within 10 days after notice from the OWNER to do so, substitute an acceptable BOND (BONDS) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the OWNER. The premiums on such BONDS shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished an acceptable bond to the OWNER.

The CONTRACTOR will indemnify and save the OWNER or the OWNER’S agents harmless from all claims growing out of the lawful demands of the SUBCONTRACTOR, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER’S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so, the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold sufficient monies to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

If the OWNER fails to make payment 30 days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

## INDEMNIFICATION

The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the OWNER, or any of his agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under Worker's Compensation acts, disability benefit acts, or other employee benefits acts.

#### SEPARATE CONTRACTS

The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defect in such WORK that renders it unsuitable for such proper execution and results.

The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.

If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, WRITTEN NOTICE thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves him in additional expense or entitles him to an extension of the CONTRACT TIME; he may make a claim therefor.

The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK that are usually performed by specialty SUBCONTRACTORS.

The CONTRACTOR shall not award WORK to SUBCONTRACTOR(S) in excess of 50 percent of the CONTRACT PRICE and shall not award any work to subcontractors not listed in the bid, without prior written approval of the OWNER.

The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

Nothing contained in this Agreement shall create any contractual relations between any SUBCONTRACTOR and the OWNER.

#### ENGINEERS AUTHORITY

The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship, and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.

The OWNER shall promptly make decisions relative to the interpretation of the CONTRACT DOCUMENTS.

#### DISPUTES AND ARBITRATION

All claims, disputes, and other matters in question between the CONTRACTOR and the OWNER arising out of, or relating to, the CONTRACT DOCUMENTS or the breach thereof, shall be settled, if possible, by a negotiation and mutual agreement of the parties hereto. In the event of their inability to agree, the ENGINEER shall reduce his finding to writing and mail or otherwise furnish a copy thereof to the CONTRACTOR. All such disputes shall be decided by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association if the parties mutually agree, or in a court of competent jurisdiction within the state in which the OWNER is located.

The CONTRACTOR will carry on the WORK and maintain the progress schedule during any arbitration or court proceedings unless otherwise mutually agreed in writing.

#### TAXES

The CONTRACTOR will pay all sales, consumer, use, and other similar taxes required by the law of the place where the WORK is performed. There are no city building permit fees applicable to this project.

#### NON-DISCRIMINATION IN EMPLOYMENT

The CONTRACTOR agrees that in the hiring of employees for the performance of WORK under this Agreement or any subagreement, neither the CONTRACTOR, nor any person acting on

behalf of either, shall by reason of race, creed, or color, discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the WORK to which the employment relates; nor shall the CONTRACTOR, or any SUBCONTRACTOR, or any person acting on behalf of either, in any manner discriminate against or intimidate any employee hired for the performance of WORK under this Agreement on account of race, creed, or color.

#### REFERENCE STANDARDS

Reference to the standards or specifications of any technical society, organization or association, shall mean the latest standard or SPECIFICATION adopted and published 60 days prior to the date of taking BIDS, unless specifically stated otherwise.

The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the WORK may affect them.

#### SUPERVISION BY CONTRACTOR

The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the

CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisory shall be as binding as if given to the CONTRACTOR. The supervisor shall be present and on the site at all times as required to perform adequate supervision and coordination of the WORK.

#### CHANGES IN THE WORK

The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

The ENGINEER also may, at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE, or TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within 7 days after the receipt of the ordered change. Thereafter, the CONTRACTOR shall document the basis for the change in CONTRACT PRICE, or TIME within 30 days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

## CHANGES IN CONTRACT PRICE

The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed:

- (a) Unit prices previously approved.
- (b) An agreed lump sum
- (c) The actual cost for labor, direct overhead, materials, supplies, equipment and other services necessary to complete the WORK. In addition, there shall be added an amount to be agreed upon, but not to exceed 15 percent of the actual cost of the WORK to cover the cost of general overhead and profit.

## SPECIFICATIONS

The intent of this contract is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy, or operation by the OWNER.

Any discrepancy found between the General Conditions and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the General Conditions and SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, or ambiguities shall be done at the CONTRACTOR'S risk.

## PROTECTION OF WORK, PROPERTY AND PERSONS

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

## TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be completed on a date specified in the Agreement.

**\*\*Which date shall be established as being \_\_\_\_\_, 2025.**

**It is projected that the award will be in place by \_\_\_\_\_, 2025.**

The CONTRACTOR will proceed with the WORK at such rate of progress to ensure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.

The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or the ENGINEER;

To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and to any delays of SUBCONTRACTORS occasioned by any of the causes specified in the above.

#### **CORRECTION OF WORK**

The CONTRACTOR shall promptly remove from the premises WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of all WORK of other CONTRACTORS destroyed or damaged by such removal, replacement, or correction.

All removal, replacement, or correction of WORK shall be done at the CONTRACTOR's expense. If the CONTRACTOR does not take action to remove such rejected WORK within 10 days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store materials at the expense of the CONTRACTOR.

#### **SUSPENSION OF WORK, TERMINATION, AND DELAY**



The OWNER may suspend the WORK or any portion thereof for a period of not more than 90 days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.

If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of 10 days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all the materials, equipment, tools, construction equipment, and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter occur. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than 90 days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within 30 days of its approval and presentation, the CONTRACTOR may, after 10 days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any as aforesaid, the CONTRACTOR may upon 10 days WRITTEN NOTICE to the OWNER and the ENGINEER stop the WORK until he has received all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of WORK.

If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or the ENGINEER fails to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified within a reasonable time, an adjustment in the CONTRACT PRICE, or an extension of the CONTRACT TIME or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR, for the costs and delays necessarily caused by the failure of the OWNER or the ENGINEER.

Upon completion of the WORK, the CONTRACTOR shall issue a letter attached to the final payment request, recommending that the WORK be accepted by the OWNER. The balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within 30 days of completion and acceptance of the WORK by the OWNER.

#### ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of the WORK. Any payment, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the CONTRACT BOND.

#### INSURANCE

The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which arise out of or result from the CONTRACTOR's execution of the work, whether such execution be by himself or by a SUBCONTRACTOR or by anyone for whose acts any of them may be liable:

Claims under Workers' Compensation, disability benefit, and other similar employee benefit acts  
Claims for damages because of bodily injury, sickness or disease, or death of his employees;  
Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, OR (2) by any other person; and Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificates of Insurance acceptable to OWNER shall be filed with the OWNER prior to commencement of the WORK. These certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least 15 days prior WRITTEN NOTICE has been given to the OWNER.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified;

CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by a SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than one million dollars for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than one million dollars aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$2,000,000 aggregate for any such damage sustained by two or more persons in any one accident;

Claims arising after the CONTRACTOR and SUBCONTRACTOR have completed their WORK (completed operations and product liabilities coverage);

Claims arising from the liability assumed by the CONTRACTOR under this contract including third-party beneficiary liability coverage;

Claims arising from property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavation, drilling, borrowing, filling, backfilling, tunneling, or pile driving; and Claims for property damage arising out of collapse of or structural injury to any building or structure due to grading of land, excavating, borrowing, filling, backfilling, tunneling, pile driving, cofferdam work or caisson work.

In addition, the following coverages shall be provided if the WORK contemplated by the contract involves such operations:

Claims for damage to property arising from operations directly or indirectly incident to blasting or explosion, however caused; and

Claims for damage to property arising out of moving, shoring, underpinning, raising, or demolition of any building or structure, or removal or rebuilding of any structural support thereof.

Umbrella Excess Liability Insurance to extend existing policies to the required limits will be accepted. Provide Certificate of Insurance.

The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage Insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision

shall in no way release the CONTRACTOR or CONTRACTOR'S Surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed, Workers' Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any WORK is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workers' Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous WORK under this contract at the site of the PROJECT is not protected under the Workers' Compensation statute, the CONTRACTOR shall provide and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

The CONTRACTOR shall secure, Special Form (All Risk) type insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall name as the insured the CONTRACTOR, the ENGINEER, and the OWNER.

#### ***SUPPLEMENTAL GENERAL CONDITIONS AND SPECIFICATIONS***

CONTRACTOR shall supply a weekly certified payroll report to the city covering each week that the WORK is in progress if the bid for construction exceeds **\$25.261**. Also in such case, the city shall have the right to conduct an employee wage rate interview during working hours with each employee of the CONTRACTOR involved with work covered by the PROJECT.

CONTRACTOR shall notify the Director of Public Services seven days before beginning WORK.

This CONTRACT shall not be assigned to any other CONTRACTOR or SUBCONTRACTOR, without the prior written permission of the Director of Public Services of the City of St. Clairsville.

Full payment will be made by the OWNER to the CONTRACTOR thirty days after the work is completed and properly invoiced.

Any claim for additional quantities which the CONTRACTOR maintains is a justification for a change in CONTRACT PRICE shall have the prior approval of the OWNER by written CHANGE ORDER before any change to the amount of the WORK is done or any change to the quantities supplied.

This CONTRACT may require coordination with other CONTRACTORS and the city.

Failure to complete work within the prescribed time shall be grounds for liquidated damages at \$100 per day.

Disposal of all construction waste by contractor.

Protection of work. The contractor shall safeguard adjoining asphalt concrete, landscaping, etc., from damage of any type, and shall be responsible for any necessary repairs/replacement.

It shall be the responsibility of the paving CONTRACTOR to point out any deficient subgrade or base conditions to the city prior to the application of the specified asphalt. This notification shall be in writing and delivered to the city's Director of Public Services. Any area so noted shall be repaired by the city promptly.

**STATE OF OHIO**

**CERTIFICATE OF WAGES AND HOURS ON PUBLIC WORKS**

The undersigned certifies that the Bidder has read and fully understands the wages and hours requirements for this project, as contained in Section 4115.03 to Section 4115.16 of the Ohio Revised Code.

Project Name:            **SPRING PARK DRIVE REBUILD-2025**

Project Number:        \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name:            \_\_\_\_\_

Title:                    \_\_\_\_\_

Company Name:        \_\_\_\_\_

Date:                    \_\_\_\_\_

**Wage and rate determinations are no longer provided in the bid specifications. Contractors are required to obtain wage rates from the Ohio Department of Commerce ([www.com.ohio.gov/laws/](http://www.com.ohio.gov/laws/)) prior to bidding and review wage rate updates throughout the project.**