



METROPARKS
— TOLEDO AREA —

PROJECT MANUAL

PHC Restroom Renovation, Pearson Metropark, Oregon, Ohio

BOOK # _____

Planning/Construction Department: Metroparks of the Toledo Area Phone: 419.407-9700
Fallen Timbers Field Office Fax: 419.482-0684
6101 Fallen Timbers Lane
Maumee, Ohio 43537

Dave Zenk
Superintendent of Parks
Jon Zvanovec, RLA
Project Manager

Architecture: Thomas DuBose & Associates, Inc. Phone: 419-537-1441
350 S. Reynolds Rd. Email: jeriwendt@toast.net
Toledo, Ohio 43615

Greg Kissner, AIA

CONTRACTOR'S NAME: _____

ADDRESS: _____

TELEPHONE: _____ **FAX:** _____

PRIMARY CONTACT: _____

E-MAIL: _____

Bid Due Date: Bid Opening Friday, November 15, 2013 at 3:00 p.m., local time
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BIDDING REQUIREMENTS

NOTICE TO BIDDERS

SEALED PROPOSALS for bidding on **PHC Restroom Renovation, Pearson Metropark, Oregon, Ohio** will be received; opened; and read aloud at the Metropolitan Park District of the Toledo Area, Fallen Timbers Field Office, 6101 Fallen Timbers Lane, Maumee, Ohio 43537 **Friday, November 15, at 3:00 p.m.** local time.

THE SCOPE OF WORK consists of interior and exterior improvements to an existing public restroom facility. General construction includes select demolition, rough and finish carpentry, asphalt roofing, skylights, concrete, partitions, plumbing & fixtures, vanities, lighting, drywall, epoxy floor, finishes & paint. Bidders may obtain copies of plans, specifications, contract documents and plan-holder's list through Newfax Corporation, 333 West Woodruff, Toledo, Ohio 43604 between 8:30 a.m. and 4:30 p.m., Monday through Friday (check made payable to Newfax Corporation) or via the Newfax Digital Plan Room at www.newfaxcorp.com. Newfax can be contacted at 419-241-5157 or 800-877-5157. A non-refundable fee of \$15 is required for each set of documents obtained. For additional information, please contact Jon Zvanovec @ 419-360-9184, jon.zvanovec@metroparkstoledo.com.

EACH BIDDER MUST FURNISH either (1) a bond for the full amount of the bid or (2) a certified check, cashier's check or irrevocable letter of credit in an amount equal to ten percent (10%) of the bid with its bid. The successful bidder must furnish a 100 percent (100%) Performance Bond and a 100 percent (100%) Labor and Materials Bond.

No bidder may withdraw its bid within thirty (30) days after the actual date of the opening thereof.

THE BOARD OF PARK COMMISSIONERS OF THE METROPOLITAN PARK DISTRICT OF THE TOLEDO AREA reserves the right to reject any or all bids, and to waive any informality in bidding.

By order of the Board of Park Commissioners
METROPOLITAN PARK DISTRICT OF THE TOLEDO AREA

Stephen W. Madewell, Director

Published in *The Toledo Blade* on Wednesday, October 30 and Wednesday, October 6, 2013.

BIDDING REQUIREMENTS

DIVERSITY/EQUAL EMPLOYMENT OPPORTUNITY POLICY



TO: ALL BIDDERS

RE: DIVERSITY POLICY

As a prospective bidder on this project, you are advised to contact the Director of Human Resources at the Metropolitan Park District of the Toledo Area at 5100 West Central Avenue, Toledo, Ohio 43615, or by telephone at (419) 407-9700 if you have any questions or need further information relative to compliance with the following Diversity Policy:

The Metropolitan Park District will participate in state and federal policies on non-discrimination and cooperate with contractors and unions in their compliance with applicable Equal Employment Opportunity laws and regulations during the construction of facilities in the park district. The Metropolitan Park District may require contractors working on park district projects to sign a Diversity Affidavit agreeing to practice non-discrimination on this project. Proof of compliance may be required by the park district. Non-compliance and violations will be reported to the appropriate state and federal agencies.

Contractors shall consider this memo a notification of the Metropolitan Park District's Diversity Policy and shall take appropriate action and comply with Title VII of the Civil Rights Act of 1964 (as amended by the Equal Employment Opportunity Act of 1972). Contractors shall notify all sub-contractors and vendors receiving orders of \$2,000 or more that they are required to comply with the Metropolitan Park District's Diversity Policy.

Whenever possible, the Metropolitan Park District will not enter into an agreement with contractors, sub-contractors, vendors, or suppliers who are found not in compliance with the Equal Employment Opportunity Act as set forth by law in Title VII of the Civil Rights Act of 1964 (as amended by the Equal Employment Opportunity Act of 1972).

BIDDING REQUIREMENTS

INSTRUCTIONS TO BIDDERS

1. PROPOSALS

A. Sealed proposals are required. All proposals must be on the forms attached hereto and all forms provided herewith must be completed and submitted in order for the proposal to be considered. Forms must be returned in the documents with which they are bound. The sealed envelope must be clearly marked with the name of the bidder and project name as shown on the title page of the project manual. Proposals for bidding on **PHC Restroom Renovation, Pearson Metropark, Oregon, Ohio** will be received by the Metropolitan Park District of the Toledo Area (the "Owner"), at the Fallen Timbers Field Office at 6101 Fallen Timbers Lane, Maumee, Ohio 43537 until **3:00 p.m., local time, Friday, November 15, 2013** and at that time and place will be publicly opened and read aloud.

B. All proposals must include the following completed and signed documents (the "Submitted Bid Documents"):

1. Bid Proposal Form;
2. Bid Guaranty & Contract Bond (or a certified check, cashier's check or irrevocable letter of credit in an amount equal to 10% of the bid amount);
3. Hourly Wage Affidavit;
4. Non-Collusion Affidavit;
5. Contractor's Questionnaire.

C. All blank spaces in the Submitted Bid Documents shall be filled in, in ink or typewritten, in words and figures, and in figures only where no space is provided for words, and signed by the bidder. The wording on the bid forms shall be used without change, alteration, or addition. Any change in the wording or omission of specified accompanying documents may cause the bid to be rejected. If both numbers and words are requested for any bid item, the amount in words shall prevail if there is an inconsistency between the numbers and words written.

2. DESCRIPTION OF PROPOSED WORK

The proposed work consists of interior and exterior improvements to an existing public restroom facility. General construction includes select demolition, rough and finish carpentry, asphalt roofing, skylights, concrete, partitions, plumbing & fixtures, vanities, lighting, drywall, epoxy floor, finishes & paint (the "Project"). All work shall be as described by the contract drawings and project manual.

INSTRUCTIONS TO BIDDERS - continued

3. LOCATION OF PROPOSED WORK

The work specified herein will be located at: Pearson Metropark, 4600 Star Avenue, Oregon, Ohio 43616.

4. ESTIMATE OF COST

The total estimated construction cost for the base bid work for the bid packages for which bids are being solicited at this time is \$150,000.00.

5. CONTRACT DOCUMENTS

The Contract Documents consist of the following documents:

1. Project Manual Title Page
2. Table of Contents
3. Notice to Bidders
4. Affirmative Action Policy
5. Instructions to Bidders
6. Bid Proposal Form
7. Bid Guaranty and Contract Bond Form
8. Contractor Questionnaire
9. Hourly Wage Rate Affidavit
10. Non-Collusion Affidavit
11. Personal Property Tax Affidavit (R.C. § 5719.042)
12. Workers' & Unemployment Compensation Affidavit
13. Affirmative Action Affidavit
14. Performance Bond
15. Labor and Materials Payment Bond
16. Prevailing Wage Agreement
17. Site Policies and Procedures
18. Contract between Owner and Contractor
19. General Conditions of the Contract
20. Special Conditions
21. Location Map
22. Project Specifications
23. Project Drawings
24. Addenda
25. State of Ohio, Department of Transportation "Construction and Materials Specifications" current edition, together with all supplements and revisions thereto in effect fourteen (14) days prior to the opening of bids, if applicable.

6. BID DOCUMENTS

Bidders may obtain copies of plans, specifications, contract documents and plan-holder's list through Newfax Corporation, 333 West Woodruff, Toledo, Ohio 43604 between 8:30 a.m. and 4:30 p.m., Monday through Friday (check made payable to Newfax Corporation) or via the Newfax Digital Plan Room at www.newfaxcorp.com. Newfax can be contacted at 419-241-5157 or 800-877-5157. A non-refundable fee of \$15 is required for each set of

INSTRUCTIONS TO BIDDERS - continued

documents obtained. For additional information, please contact Jon Zvanovec @ 419-360-9184, jon.zvanovec@metroparkstoledo.com.

7. BID BOND

Each bid must contain the name and address of every person, firm or corporation interested herein, along with a description of the official status of each person, firm or corporation; and shall be accompanied by either (1) a bond for the full amount of the bid in the form of the Bid Guaranty and Contract Bond included in the Bid Documents; or (2) certified check, cashier's check or irrevocable letter of credit in an amount equal to ten percent (10%) of the bid which shall be held as a guarantee that, if the proposal is accepted, a contract will be entered into. The bid deposits of all except the three (3) lowest bidders will be returned within three (3) days after the opening of the bids. The bid deposits of the three (3) lowest bidders will be returned within three (3) days after the execution of the contract and final approval of the required bonds by the Owner.

8. BIDDERS TO INFORM THEMSELVES

Bidders are expected to examine the plans and specifications with care and to inform themselves fully of the conditions affecting the proposed construction. Bidders shall examine the construction site and ascertain all conditions affecting the execution of the work. The plans show the existing surface and underground structures likely to be encountered or to affect the proposed construction insofar as they have been determined, but the information shown is not guaranteed as to either correctness or completeness. Each bidder is expected to judge on their own all the factors affecting the cost of the work and time required for its completion, including sub-soil condition. Submission of a bid shall be construed by the Owner as an agreement by the bidder to carry out the work in full conformance with the specifications and other contract documents, notwithstanding the existing conditions.

9. REVIEW OF FACILITIES

Bidders may review the existing park facility on their own, during normal park hours, from 7am to sunset. For access to locked portion of the building contact the Pearson Metropark Duty Ranger at 419-360-9178. Bidders are encouraged to review the facility so that they may see the scope of work and the site conditions that should be considered in submitting bids.

10. INTERPRETATION OF PLANS AND SPECIFICATIONS/ADDENDA

A. The Owner reserves the right to issue Addenda changing, altering, or supplementing the Contract Documents prior to the time set for receiving bids.

B. If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, he may submit to the Metropolitan Park District of the Toledo Area, 5100 West Central Avenue, Toledo, Ohio 43615, a written request for interpretation thereof. The person submitting the request shall be responsible for its prompt delivery. Questions

INSTRUCTIONS TO BIDDERS - continued

relating to the Bid Documents must be submitted in writing and received by the Owner no later than seventy-two (72) hours prior to the Bid Opening. Any interpretations of the proposed 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 documents; said Addendum will bear the signature of approval of the Metropolitan Park District of the Toledo Area. Failure of any bidder to receive any such Addendum shall not relieve that bidder from any obligation of his bid as submitted.

C. Any explanation, interpretation, correction, or modification of the Bid Documents will be issued in writing in the form of an Addendum executed by the Owner, which shall be the only means considered binding. The Metropolitan Park District will not be responsible for or bound by any other explanation or interpretation of such documents that any person presumes to make. All Addenda shall become a part of the Contract Documents.

D. If any addendum to the plans or contract documents is issued within 72 hours prior to the scheduled bid opening, as stated in the advertisement for bids, the time for opening the bids shall be extended for a period of one (1) week, without further advertising for bids.

11. UNSOLICITED ALTERNATE BIDS/QUALIFYING STATEMENTS

Unsolicited alternate bids will not be considered in awarding this contract. The inclusion of any such unsolicited alternates will result in a bid being considered informal and liable to rejection. Bidders shall not add any conditions or qualifying statements to the bid as the bid may be declared irregular as being not responsive to the Notice to Bidders.

12. METHOD OF AWARD

A. Award. Following the opening and tabulation of bids, the Metropolitan Park District will determine which bid is most favorable to and in the best interests of the Metropolitan Park District. The award of the contract will be made to the bidder with the lowest bid who meets the requirements of the Contract Documents and who is deemed by the Metropolitan Park District to be fully capable of completing the work in accordance with the plans and specifications and within the time frame indicated by the bidder on the Proposal Form. The Owner, in its sole discretion, shall determine whether a bid is responsive and a bidder is fully capable of completing the work in accordance with the foregoing.

B. Right to Reject. The Owner reserves the right to reject any, part of any, or all bids and to waive any informalities and irregularities. The bidder expressly acknowledges this right of the Owner to reject any or all bids, or to reject any incomplete or irregular bid. The Owner will award a single contract for each of the bid packages listed above or one or more combined contracts for combinations of the bid packages. Bidders must furnish all information requested on or accompanying the Bid Form. Failure to do so may result in disqualification of the bid.

C. Determination of Lowest Responsible Bid. Subject to the right of the Owner to reject any or all bids, the Owner will award the Contract for the Work to the bidder submitting the lowest responsible bid, taking into consideration accepted alternates. The Owner, in its sole discretion, shall determine whether a bid or bidder is responsible. In evaluating bids, the

INSTRUCTIONS TO BIDDERS - continued

Owner shall consider the qualifications of the bidders, whether or not the bids comply with the prescribed requirements, and alternative and unit prices, if requested, on the Bid Form. The Owner may also consider the qualifications and experience of suppliers and distributors. The Owner may conduct such investigations as are deemed necessary to establish the responsibility, qualifications and financial ability of the bidders, proposed distributors and material suppliers, and other persons and organizations to do the Work in accordance with the Contract Documents to the Owner's satisfaction within the prescribed time. The Owner reserves the right to reject the bid of any bidder that does not pass the evaluation to the Owner's satisfaction. The factors to be considered by the Owner in making its determination as to whether the Bidder is a responsible bidder, include, but are not limited to, the following as the Owner, in its discretion, deems appropriate and may give such weight thereto as it deems appropriate:

a. The bidder should have a record of consistent customer satisfaction and of consistent completion of projects, including projects that are comparable to or larger and more complex than the Owner's Project, on time and in accordance with the applicable Contract Documents. If the bidder's management operates or has operated another construction company, the Owner may consider the work history of that company in determining responsibility of the bidder.

The bidder authorizes the Owner and its representatives to contact the owners and design professionals (and construction managers, if applicable) on projects on which the bidder has worked, and authorizes and requests such owners and design professionals (and construction managers) to provide the Owner with a candid evaluation of the bidder's performance. By submitting its bid, the bidder agrees that if it or any person, directly or indirectly, brings an action against any of such owners or design professionals (or construction manager) or the employees of any of them as a result of or related to such candid evaluation and such action is not successful, the bidder will reimburse such owners, design professionals (and construction managers), and the employees of each of them for all legal fees and expenses incurred by them related to such legal action. This obligation is expressly intended for the benefit of such owners, design professionals (and construction managers), and the employees of each of them;

b. The bidder's financial ability to complete the Contract successfully and on time without resort to its Surety;

c. The bidder's prior experience with similar work on comparable or more complex projects; the bidder should be in the business and regularly engaged in the type of construction specified for the bid package for which it submits a bid for a minimum period of three (3) years and be properly licensed in the jurisdiction where the Project is constructed; in addition, the bidder must show that it is able to provide through either an in-house or outside consultant a registered design professional to sign and seal the final Drawings that the Contractor must prepare for the Project;

d. The bidder's prior history for the successful and timely completion of projects;

INSTRUCTIONS TO BIDDERS - continued

- e. The bidder's equipment and facilities;
- f. The adequacy, in numbers and experience, of the bidder's work force to complete the Contract successfully and on time, and the bidder's in-house design professional or consultant for completing the design of the project for installation, including systems, and stamping drawings needed to submit for plan approvals and building permits;
- g. The bidder's prior experience on other projects of the Owner, including the bidder's demonstrated ability to complete its work on these projects in accordance with the Contract Documents and on time and its ability to work with the Owner;
- h. The bidder's compliance with federal, state, and local laws, rules and regulations, including but not limited to the Occupational Safety and Health Act;
- i. The bidder's participation in a drug-free workplace program acceptable to the Owner, and the bidder's record for both resolved and unresolved findings for recovery as defined in Ohio Revised Code Section 7.24;
- j. The Owner's prior experience with the bidder's surety;
- k. The bidder's ability to meet scheduling requirements;
- l. Depending upon the type of work, other essential factors, as the Owner may determine and as are included in the specifications for the Work; and/or
- m. The foregoing information with respect to each of the Subcontractors which the Contractor intends to use on the Project.

13. REJECTION OF BIDS

Failure to provide the requested information when the bid is submitted shall be sufficient cause for the rejection of the bid or any part of the bid. The Metropolitan Park District reserves the right to reject any and all bids when, in the best interests of the Metropolitan Park District, it is deemed advisable to do so and to waive any irregularities and informalities.

14. AWARD OF CONTRACT

The Metropolitan Park District reserves the right to accept any bid for the work contemplated herein at any time within a period of 30 days after the opening of bids.

15. WITHDRAWAL OF BIDS

Any bidder may withdraw his bid at any time prior to the scheduled time for opening bids, but not for a period of 30 days thereafter, except as provided by law.

16. CHANGES

The Contractor shall not accept verbal orders or instructions for additions, changes, or deletions to bid specifications that will incur compensation above the Contractor's fixed price

INSTRUCTIONS TO BIDDERS - continued

base bid. There shall be no "final settlement" for changes or additional work at the end of the project.

17. COMPETENCY OF BIDDERS

The low bidder shall be prepared to furnish a financial statement and an experience record, if so directed. The above documents, if required, will be kept confidential. In addition, before the contract is awarded, the low bidder must be prepared to discuss his proposed methods of construction, his program for carrying out the work, and the equipment he proposes to employ.

18. FORFEITURE OF BID DEPOSIT

The person, firm or corporation to which the contract is awarded shall be required to execute and provide all required documents within ten (10) days after written notice of such contract award is made by the Metropolitan Park District. In default thereof, the deposit accompanying his proposal shall be forfeited and retained by the Metropolitan Park District as liquidated damages for any expense or delay which may be incurred in making another award for the performance of the work contemplated herein, and to indemnify the Metropolitan Park District for any loss which it may sustain by failure of the bidder to execute the contract and furnish the required bond.

In the event of the default and forfeiture described herein, the Metropolitan Park District may either re-advertise the work or award the contract to the next lowest bidder (as the Metropolitan Park District may deem advisable).

19. ADDITIONAL SECURITY

In every case where a bond is required, should the surety company thereon, in the opinion of Metropolitan Park District officials, become unacceptable as a surety at any time prior to the completion of this contract, the contractor must promptly furnish replacement surety as the said Metropolitan Park District officials may from time to time require in order to protect the interests of the Metropolitan Park District as well as persons supplying labor and materials to the contractor.

20. BONDS

All bonds must be issued by a surety company authorized by the Ohio Department of Insurance to transact business in the State of Ohio and acceptable to the Owner. The bond must be issued by a surety capable of demonstrating a record of competent underwriting, efficient management, adequate reserves, and sound investments. These criteria will be deemed to be met if the surety currently has an A.M. Best Company Policyholders Rating of "A-" or better and has or exceeds the Best Financial Size Category of Class VI. Other sureties may be acceptable to the Owner, in its sole discretion.

21. DATE FOR COMPLETION / LIQUIDATED DAMAGES

A. Date for Substantial Completion. Each successful bidder shall have its work on the project substantially completed (as "Substantial Completion" is defined in the Contract Documents) by **APRIL 30, 2014** (the "Date for Substantial Completion"). The Date for Substantial Completion may be extended only by Change Order or other

INSTRUCTIONS TO BIDDERS - continued

modification signed by the Park District. By submitting its bid, the bidder agrees that the period for performing the work is reasonable.

B. Liquidated Damages. If the successful bidder does not have its work on the project substantially completed by the Date for Substantial Completion, the Owner shall be entitled to recover from or setoff from amounts due the successful bidder, as Liquidated Damages, and not as a penalty, the amounts set forth in the applicable table included in the contract between the bidder and the Owner for each and every calendar day beyond the Date of Substantial Completion that the contractor's work is not Substantially Complete. In addition to such Liquidated Damages, the bidder shall indemnify, defend and hold the Owner and its employees, officers, directors and trustees harmless from any and all claims, whether or not such claims are proven, and from all costs and expenses incurred as a result of such claims, including but not limited to attorneys' and consultants' fees and expenses, provided such claims arise out of or are related to the bidder's failure to achieve Substantial Completion of its work by the Date for Substantial Completion.

C. Acknowledgement. The bidder acknowledges, by submitting its bid for the work and entering into a contract with the Owner to perform the work, that such amounts of Liquidated Damages represent a reasonable estimate of the actual damages for loss of and/or interference with the intended use of the project that the Owner would incur if the work is not Substantially Complete by the Date for Substantial Completion.

22. PREVAILING WAGE

Pursuant to Ohio Revised Code Section 4115.03 et seq., the Project requires all contractors and subcontractors to pay prevailing wages as defined under Ohio law.

23. EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION

A. Minority, female, and disadvantaged businesses will be afforded full opportunity to submit bids, and bidders will not be discriminated against on the grounds of race, color, religion, sex, age, handicap, ancestry, or national origin in the consideration of an award. The successful bidder(s) shall include a provision in any subcontract entered into for the Project that requires that each of its subcontractors not discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, age, handicap, ancestry, or national employment in any actions that it takes. Such actions include, without limitation, employment, upgrading, demotion, transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships.

INSTRUCTIONS TO BIDDERS - *continued*

B. The Contract to be executed by the successful Bidder contains nondiscrimination provisions as required by Ohio Revised Code Sections 153.59 and 153.60.

24. EXECUTION OF CONTRACT

A. Within seven (7) calendar days of the Award of the Contract, or such other time designated by the Owner, the successful bidder shall execute and deliver to the Owner the required number of the following documents:

- a. The Contract between Owner and Contractor;
- b. Performance Bond;
- c. Labor and Materials Payment Bond;
- d. Valid Workers' Compensation Certificate;
- e. Insurance Certificates;
- f. Personal Property Tax Affidavit;
- g. Workers' & Unemployment Compensation Affidavit;
- h. Affirmative Action Affidavit;
- i. Prevailing Wage Rate Agreement;
- j. Work Site Policies and Procedures;
- k. Any other documents identified in the Contract Documents for submission with the signed agreement

PROPOSAL

BID PROPOSAL FORM

TO: Metropolitan Park District of the Toledo Area
5100 West Central Avenue, Toledo, OH 43615

BID PROPOSAL

Pursuant to the advertisement for bids for **PHC Restroom Renovation, Pearson Metropark, Oregon, Ohio**, the undersigned having familiarized themselves with the local conditions affecting the cost of the work and with the Contract Documents, including Notice to Bidders, Instructions to Bidders, Bid Form, Contract Form, Form of Bonds, Plans, Specifications, Affidavits, Exhibits, and Addenda issued and attached to the specifications on file in the office of the Metropolitan Park District of the Toledo Area, hereby proposes to perform everything required to be performed and to provide and furnish all the labor, materials, necessary tools, expendable equipment, insurance, utilities, transportation and other services necessary to perform all of the work required for the completion of the Project component identified below, in accordance with the Plans, Specifications and Addenda Nos. _____ issued thereto:

BASE BID:

This bid is for the BASE BID component of the Project: **PHC Restroom Renovation, Pearson Metropark, Oregon, Ohio**. The BASE BID amount for all work for this component, as shown on the drawings and specifications, shall be completed for:

THE TOTAL BASE BID AMOUNT _____ Dollars
(\$_____).

The work shall be completed by (date) _____, in accordance with the Instructions to Bidders.

Accompanying this proposal is a (___) certified check, (___) cashier's check, (___) irrevocable letter of credit, (___) surety bond in the amount of:

_____ payable to the Metropolitan Park District of the Toledo Area which is to be forfeited to same if the undersigned fails to execute the contract in conformity with the Contract Form incorporated in the Contract Documents and furnish bond as specified within ten (10) days after notification of the award of contract to the undersigned.

PROPOSAL

BIDDER CERTIFICATION

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

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.

The Bidder represents that the bid is based upon the standards specified by the Contract Documents.

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

Bidder understands that the award of separate contracts for the Project will require sequential, coordinated and interrelated operations which may involve interference, disruption, hindrance or delay in the progress of the Bidder's Work. The Bidder agrees that the Contract price, as amended from time to time by Change Order, shall cover all amounts due from the Owner resulting from interference, disruption, hindrance or delay caused by or between contractors or their agents and employees. The Bidder agrees that any such interference, disruption, hindrance or delay is within the contemplation of the Bidder and the Owner and that the Contractor's sole remedy for 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.

Bidder and each person signing on behalf of the Bidder certifies, and in the case of a joint or combined bid, each party thereto certifies as to such party'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, 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; and (c) no attempt has been made or will be made by the Bidder to induce any other individual, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Bidder certifies that 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 site of the Project, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

Bidder agrees to furnish any information requested by the Owner to evaluate the responsibility of the Bidder.

BIDDER CERTIFICATION - continued

The Contractor acknowledges that all Work shall be completed within the time established in the Contract Documents, and that each applicable portion of the Work shall be completed upon the respective milestone completion dates, unless an extension of time is granted in accordance with the Contract Documents. Each bid shall contain the name of every person interested therein. If the Bidder is a corporation, partnership, sole proprietorship, or limited liability company, an officer, 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.

In submitting this bid, it is understood that the Metropolitan Park District reserves the right to reject any and all bids. It is agreed that this bid may not be withdrawn for a period of 30 days from the opening date thereof, except as provided by law.

If a Contract is awarded on the basis of this bid, and if the Bidder does not execute a Contract for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the Owner as provided in the Instructions to Bidders. If awarded a contract under this proposal, the undersigned hereby agrees to sign, acknowledge and deliver the Contract and any and all bonds required hereunder within ten (10) days after receipt of the Contract Form.

BIDDER'S NAME (Print): _____

Authorized Signature: _____

Title: _____

Company Name: _____

Mailing Address: _____

Telephone Number: () _____

Facsimile Number: () _____

Where Incorporated/Organized: _____

Type of Business (circle one): Limited Liability Company Corporation
Partnership Sole Proprietorship

Federal Identification Number: _____

Contact Person for Contract Processing: _____

E-mail Address: _____

PROPOSAL

BID GUARANTY & CONTRACT BOND

(To be executed by Bidder and Surety before submitting a bid.)

(Certified check, cashier's check, or letter of credit for 10% of bid may be submitted in lieu of Bid Guaranty.)

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

(Name and address of Principal)

as principal and _____

(Name and address of Surety)

as sureties, are held and firmly bound onto the Metropolitan Park District of the Toledo Area as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on _____ to undertake the project known as:

(Date)

_____ (the "Project").

The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternate bids 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 foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including 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.

Signed the _____ day of _____, 20_____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above named principal has submitted a bid for:

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 bid, plans, details, specifications, and bills of material; and in the event the principal pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal will pay to the obligee the difference not to exceed ten percent

BID GUARANTY & CONTRACT BOND – continued

(10%) 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 obligee accepts the bid of the principal and the principal within ten (10) days after the awarding of the contract, enters into a proper contract 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; and

Now also, if the said principal shall well and faithfully do and perform every 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 plans, details, specifications and bills of material therefor; and shall pay all lawful claims of subcontractors, materials 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 materials 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 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 contract or in or to the plans or specifications therefor shall in any way affect the obligations of said surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the Contract or to the Work or to the specifications.

SIGNED AND SEALED THIS _____ day of _____ 20_____.

PRINCIPAL: _____

By: _____

Title: _____

SURETY: _____

By: _____
Attorney-in-fact

SURETY COMPANY INFORMATION:

Company's Name: _____

Address: _____

Telephone: _____

BID GUARANTY & CONTRACT BOND – continued

SURETY AGENT INFORMATION:

Agent's Name: _____

Address: _____

Telephone: _____

NOTE: Failure by any party to sign this Bid Guaranty & Contract Bond shall result in rejection of the bid.

A properly executed Power of Attorney showing the authority of persons executing the bond for the Surety or Sureties, at the date of this bond, should be submitted with this bond.

PROPOSAL

CONTRACTOR QUESTIONNAIRE

Submitted to: The Metropolitan Park District of the Toledo Area

Address: 5100 W. Central Avenue, Toledo, Ohio 43615

Submitted by:

Name:

Address:

Principal Office:

Corporation Limited Liability Company Partnership

Individual Joint Venture Other

Name of Project: _____

Type of Work: _____

General Construction HVAC Electrical

Plumbing Other (please specify):

1. How many years has your organization been in business as a Contractor?
2. How many years has your organization been in business under its present business name?
 - a. Under what other or former names has your organization operated?
3. If your organization is a corporation, answer the following:
 - a. Date of Incorporation:
 - b. State of Incorporation:
 - c. List Officers:
4. If your organization is a limited liability company, answer the following:
 - a. Date of Organization:
 - b. State of Organization:
 - c. Names of Members:
 - d. List Managers and/or Officers:

CONTRACTOR QUESTIONNAIRE – continued

5. If your organization is a partnership, answer the following:

- a. Date of Organization:
- b. Type of Partnership:
- c. Name(s) of General Partner(s):

6. If your organization is individually owned, answer the following:

- a. Date of Organization:
- b. Name of Owner:

7. If the form of your organization is other than those listed above, describe it and name the principals:

8. Licensing & Certifications

- a. List jurisdictions and trade categories in which your organization is legally qualified to do business.
- b. Please check if you company currently holds any of the following certifications:
 - Certified Encouraging Diversity, Growth and Equity (EDGE) by State of Ohio
 - Certified Minority Business Enterprise (MBE) by State of Ohio, Section 125 ORC
 - Certified Women's Business Enterprise (WBE) by State of Ohio
 - Certified Small Disadvantaged Business (SDB) by SBA
 - Veteran Owned
- c. Please list any other special certifications or designations:

9. Experience

- a. List the categories of work that your organization normally performs with its own personnel:

10. Claims and Suits. (If the answer to any of the questions below is yes, please attach details).

- a. Has your organization ever failed to complete any work awarded to it?
- b. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?
- c. Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?
- d. Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details).

CONTRACTOR QUESTIONNAIRE – continued

11. The undersigned bidder has constructed the following similar projects for governmental agencies or political subdivisions. Please limit the number of projects you list to five.

PROJECT	AGENCY	DATES	CONTACT PERSON AND PHONE NO.	CONTRACT AMOUNT
1.				
2.				
3.				
4.				
5.				

12. The undersigned bidder is working on the following construction projects which are currently in progress.

PROJECT	AGENCY	ANTICIPATED COMPLETION DATE	CONTACT PERSON AND PHONE NO.	CONTRACT AMOUNT
1.				
2.				
3.				
4.				
5.				

13. References

a. List Trade References:

b. List Bank References:

c. Surety - Name of bonding company:

d. Surety - Name and address of agent:

e. Financing Statement - Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement.

f. Workers Compensation - On a separate sheet, describe your workers' compensation history for the last three years, including claims made, claims settled, and premium/modification rate changes.

CONTRACTOR QUESTIONNAIRE – continued

g. Equipment - The undersigned bidder proposes to use the following entirely owned equipment on this Project:

h. Equipment - The undersigned bidder proposes to use the following rented equipment on this Project:

14. Proposed schedule of operations for this Project:

ITEM

STARTING TIME
(number of days after
contract awarded)

COMPLETION TIME
(number of days to complete)

15. Identify who will be the Project Engineer, Project Manager, and/or Project Superintendent on this Project, and provide information regarding the training, education and experience of each such individual:

CONTRACTOR QUESTIONNAIRE - continued

16. Identify Subcontractors to be employed for the Project:

NAME	ITEM OF WORK
_____	_____
_____	_____
_____	_____
_____	_____

Executed this _____ day of _____, _____.

Name of Organization:

By:

Title:

PROPOSAL

HOURLY WAGE RATE AFFIDAVIT

City of _____

County of _____

ss

State of _____

_____ being first duly sworn, deposes and says that he/she is

_____ (sole owner, partner, president, etc.) of _____ the party making the foregoing proposal or bid; that the minimum hourly wage rates paid for skilled and common labor performed on this project will be paid and the Schedule of Prevailing Hourly Wage Rates ascertained and determined by the Department of Industrial Relations, State of Ohio, for the Toledo Area, in affect at the time of the contract bid advertising date, and subsequent revised Hourly Wage Rates received during the construction of the project, for the industry involved will be followed.

Affiant

Sworn and subscribed for me this _____ day of _____, 20_____.

Notary Public in and for

_____ County, Ohio

My Commission Expires:

_____, 20_____.

PROPOSAL

NON-COLLUSION AFFIDAVIT

City of _____

County of _____

ss

State of _____

_____ being first duly sworn deposes and

says that he is _____ (Sole Owner, Partner, President,

etc.) of _____ the party making the foregoing proposal or bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price or that of any other bidder, or to secure any advantage against the Metropolitan Park District of the Toledo Area or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; further, that such bidder has not directly or indirectly submitted this bid or the contents thereof, or divulged information or data relative to any association or member or agent thereof.

Affiant

Sworn and subscribed for me this _____ day of _____, 20_____.

Notary Public in and for

_____ County, Ohio

My Commission Expires:

_____, 20_____.

CONTRACT

PERSONAL PROPERTY TAX AFFIDAVIT

City of _____

County of _____

ss

State of _____

The undersigned being first duly sworn according to law, deposes and says that it is engaged in the building business in the city of _____, Ohio;

Affiant further says that he/she is an officer of _____ (Company),

and at the time of submitting its bid on _____ (Project Name)

located at _____, Ohio, was not charged with any delinquent personal property taxes on the general tax list of personal property of any county in which

_____ (Client Name) taxing district has territory; Affiant further says that in consideration of the award of a contract in the above referenced project, the above statement is incorporated in said contract as a covenant of the undersigned.

Affiant further says and represents that he/she has read and understands the provisions outlined in Revised Code Section 5719.042 as they relate to contractors submitting statements regarding delinquent taxes.

Affiant

Sworn and subscribed for me this _____ day of _____, 20_____.

Notary Public in and for _____ County, Ohio

My Commission Expires:
_____, 20_____.

CONTRACT

WORKERS' & UNEMPLOYMENT COMPENSATION AFFIDAVIT

City of _____

County of _____

ss

State of _____

The undersigned certifies that within the past nine (9) months he/she has paid all contributions or made all payments in lieu of contributions as required by Ohio law for workers' compensation and unemployment compensation. He/she has not engaged, as independent contractors, any workers, for whom workers' compensation and/or unemployment compensation contributions or payments in lieu of contributions are required to have been made.

Affiant

Sworn and subscribed for me this _____ day of _____, 20_____.

Notary Public in and for

_____ County, Ohio

My Commission Expires:

_____, 20_____.

CONTRACT

AFFIRMATIVE ACTION AFFIDAVIT

City of _____

County of _____

ss

State of _____

I, _____
(Name of Person Signing) (Title)

of the _____ do hereby
(Company Name)

certify that I agree to practice non-discrimination on this Metropolitan Park District of the Toledo

Area project, _____.

Further that proof of compliance may be required by the Park District, and that non-compliance and violation will be reported to the appropriate State and Federal agencies.

Affiant

Print / Type Name of Affiant

Sworn and subscribed for me this _____ day of _____, 20_____.

Notary Public in and for

_____ County, Ohio

My Commission Expires:

_____, 20_____.

CONTRACT

100% PERFORMANCE BOND

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

_____ as principal and

_____ as sureties, are held and firmly bound unto the Metropolitan Park District of the Toledo Area, a political subdivision, 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.

THE CONDITION OF THE ABOVE OBLIGATION is such that whereas the said

_____ did on the _____ day of _____, _____ enter into a contract with the Metropolitan Park District of the Toledo Area for:

_____, which said Contract is made a part of this bond the same as though set forth herein:

NOW, THEREFORE, if the said Principal shall well and faithfully do and perform the things agreed by him to be done and performed according to the terms of said Contract and shall pay all lawful claims of subcontractors, material suppliers and workmen, for labor performed and material 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 material suppliers or workmen having a just claim as well as 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 amount of this obligation as herein stated.

IT IS HEREBY EXPRESSLY FURTHER UNDERSTOOD AND AGREED that this bond is also given and made as a guarantee against defective material and workmanship in the said work covered by said Contract until final acceptance of the work by the Metropolitan Park District of the Toledo Area.

100% PERFORMANCE BOND - continued

The said Surety, for the value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work performed or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract, or to the work or to the Specifications.

Signed this _____ day of _____, _____

IN PRESENCE OF: _____
Principal

Witness Title

Witness Surety

Title

I hereby approve the form and correctness of the foregoing bond.

_____, _____ B. Gary McBride, Solicitor

CONTRACT

LABOR AND MATERIALS PAYMENT BOND

This bond is issued simultaneously with performance bond in favor of the owner conditioned on the full and faithful performance of the contract.

KNOW ALL MEN BY THESE PRESENTS, that _____ as

principal, hereinafter called Principal, and, _____ as surety, hereinafter called Surety, are held and firmly bound unto the Metropolitan Park District of the Toledo Area as Obligee, hereinafter called Owner, for the use and benefit of

claimants as herein below defined, in the amount of _____
(100% of contract price)

_____ dollars (\$ _____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, entered into a contract with Owner for in accordance with Drawings and Specifications which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above name Principal and Surety hereby jointly and severally agree with the owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

LABOR AND MATERIALS PAYMENT BOND - continued

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two (2) of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials or which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be on record against said improvement, whether or not claim for the amount of such lien is presented under and against this bond.

Signed and sealed this _____ day of _____, 20_____.

Witness

Principal (seal)

Title

Witness

Surety

Title

CONTRACT

PREVAILING WAGE RATE AGREEMENT

This agreement is made as of _____, between the Metropolitan Park District of the Toledo Area, by and through the Metropolitan Park District of the Toledo Area,

(hereinafter the "Public Authority") and _____,
(hereinafter the "Contractor"), under the following circumstances:

WHEREAS, Ohio Revised Code, Chapter 4115 requires that contracts for projects being constructed with public funds comply with Chapter 4115 of the Revised Code; and

WHEREAS, the total project cost of this project exceeds \$4,000, this project is hereby designated as a public improvement project; and

WHEREAS, all contractors and subcontractors involved in this construction project must comply with the provisions of Ohio Revised Code, Chapter 4115; and,

WHEREAS, this agreement clarifies with whom certain responsibilities established by Chapter 4115 lie.

It is hereby agreed:

- 1) That the Public Authority shall obtain the prevailing wage rate determination and attach it to the specifications for the work and otherwise comply with Ohio Revised Code, Section 4115.04.
- 2) That the contract between the Public Authority and the General Contractor and the contract between the General Contractor and all his/her subcontractors shall contain a provision requiring all contractors and subcontractors performing work on the project to pay a rate of wages not less than the wage rate determined by this Department for the project.
- 3) That the General Contractor shall cause to be posted in a prominent and accessible place on the site of the project a legible statement of the schedule of wage rates specified in the contract to the various classifications of laborers, workmen, and mechanics employed and shall cause the statement to remain posted during the life of each contract, pursuant to Ohio Revised Code, Section 4115.07.
- 4) That the Public Authority shall give notice to the General Contractor and the General Contractor shall give notice to the subcontractors that they shall file certified payroll reports and the affidavit required by Ohio Revised Code, Sections 4115.07 and 4115.071.
- 5) That the Public Authority shall appoint a prevailing wage coordinator who shall exercise the powers and duties imposed by Ohio Revised Code, Section 4115.071 and as set forth by the Ohio Attorney General's Office. The duties of the prevailing wage coordinator are incorporated herein;
 - a) Set up and maintain files containing all contractors' and subcontractors' payroll reports.
 - b) Maintain a list of pay dates.

PREVAILING WAGE RATE AGREEMENT - *continued*

c) Within two weeks after the first payday, receive from each contractor a certified copy of payroll reports for each employee with specific information on deductions. A certified payroll report means that it must be sworn to and signed by the contractor. Payrolls shall include the following: Employee's full name, address and social security number; work classification (show level/year for all apprentices); hours worked on project; hourly rate of pay; list all fringe benefits (if any) and amount per hour for each (based on 2080 hours per year); total deductions; and net pay for period.

Copies of Apprenticeship Agreement for each apprentice shall be sent to the prevailing wage coordinator.

1) If the project is to exceed four months, all reports after the initial report (the initial report must be filed within two weeks) can be filed once per month.

2) If the project is to last less than four months, all reports are to be filed weekly after the initial report.

d) Supply each employee with written notification of his/her assigned job classification, hourly prevailing wage rate and fringe payments, and the identity of the prevailing wage coordinator.

e) Monitor compliance with the Prevailing Wage Law, which includes site visits to verify that the required posting and job classifications are being complied with.

f) At the completion of the project, the Wage Coordinator is to require an affidavit of compliance from each contractor. An affidavit must be sworn to and notarized. This wage affidavit is located in the wage rate section of the General Specifications.

g) The coordinator is to report any non-compliance to the Director of the Department of Industrial Relations in writing.

6) The Public Authority shall notify the General Contractor and the General Contractor shall notify each subcontractor of the identity of the prevailing wage coordinator.

Upon notice by the prevailing wage coordinator or the Department of Industrial Relations to the General Contractor of a failure by the contractor or subcontractor to comply with the reporting requirements of Ohio Revised Code, Section 4115.071 (c), the General Contractor shall take such steps as are necessary to cause the contractor, subcontractor, or other person to comply.

8) Upon notice to the Public Authority by the Department of Industrial Relations of any apparent violation of the requirements of Chapter 4115 by any contractor or subcontractor, the Public Authority shall withhold any further payments to the General Contractor on this project.

9) The General Contractor shall file a complete list of all subcontractors with the Prevailing Wage Coordinator prior to the start of construction. The list shall include the name, address and telephone number of each subcontractor.

10) The General Contractor shall be responsible for the compliance with all requirements of Ohio Revised Code, Chapter 4115 by himself/herself and all subcontractors.

PREVAILING WAGE RATE AGREEMENT - continued

11) Out-of-State contractors must submit to the Ohio Secretary of State the full name and address of their Statutory Agent in Ohio.

12) That nothing in this agreement shall be construed as a limitation or restriction on any party to avoid himself/herself of any procedure or remedy available to them in Ohio Revised Code, Chapter 4115.

13) New Wage Rates received during the construction period of this contract shall supersede those Wage Rates incorporated in the specifications. The contractor will be required to pay new Wage Rates.

14) Per Section 4115.06 of the Ohio Revised Code, the contractor shall pay mechanics and laborers prevailing wage rates.

15) The General Contractor shall notify the Public Authority of the use of apprentices. Any special agreements with apprentices shall be provided to the Public Authority.

16) The General Contractor shall execute and provide to the Owner, and shall cause each Subcontractor to execute and provide to the Contractor and the Owner, the completed Prevailing Wage Affidavit attached hereto before final payment on the Contract is made.

Date: _____
_____ General Contractor

By: _____

Date: _____
_____ Public Authority:

PREVAILING WAGE RATE AGREEMENT - *continued*

AFFIDAVIT OF CONTRACTOR OR SUBCONTRACTOR

City of _____

County of _____

ss

State of _____

I, _____, (Name of Person Signing

Affidavit and Title) of the _____, do hereby certify that the wages paid to all employees for the full number of hours worked in connection with the Contract to the Improvement, Repair and Construction of:

(Project and Location)

during the following period from _____ to _____ is in accordance with the prevailing wage prescribed by the contract document.

I further certify that no rebates or deductions for any wages due any person have been directly or indirectly made other than those provided by law.

Signature of Officer or Agent

Sworn and subscribed for me this _____ day of _____, 20_____.

Notary Public in and for

_____ County, Ohio

My Commission Expires:

_____, 20_____.

The above affidavit must be executed and sworn to by the officer or agent or the Contractor of Subcontractor who supervises the payment of employees before the Owner will release the surety and/or make a final payment due under the terms of the Contract.

CONTRACT

WORK SITE POLICIES AND PROCEDURES

METROPOLITAN PARK DISTRICT OF THE TOLEDO AREA

1. All construction personnel must register at the general trade contractor office trailer each day they are on the job site and pick up an identification badge. Identification badges must be worn at all times while working the job site. Construction personnel shall return the badges and sign out at the end of each workday. Upon signing in and out, construction personnel must log the time of day.
2. Parking on site is limited to areas designated by the Park District. The general trade contractor shall inform the Park District of the number and types of vehicles anticipated to be parked at the site. The Park District reserves the right to restrict parking and vehicle traffic based on weight, size and number of vehicles.
3. This Work site has a “no radio” policy that must be strictly adhered to by all construction personnel. Any radios, CD players, tape players or similar devices, found on site will be confiscated and returned at the end of the Project.
4. The Park District has a “no smoking” policy. Anyone who is caught smoking on Park District property will be asked to leave the site immediately.
5. There shall be no fraternization, improper behavior, or profanity to be directed toward, or in the vicinity of Park District staff or visitors.
6. No offensive wording or drawings on any articles of clothing will be acceptable. This includes references to drugs, alcohol, tobacco, and inappropriate behavior.
7. All personnel will wear hard hats, commence work boots, and work clothing, which consists of long pants and shirts with sleeves.
8. Weapons, concealed or otherwise, are prohibited on Park District property.
9. Illegal substances are prohibited on Park District property.

I, _____, have read, understand, and hereby agree to cooperate with and abide by the foregoing policies and procedures.

COMPANY:

By: _____

Date: _____

CONTRACT FORM

CONTRACT BETWEEN OWNER AND CONTRACTOR

THIS CONTRACT is made and entered into this _____ day of _____, _____ by and between the Metropolitan Park District of the Toledo Area, Lucas County, Ohio, (the "Owner") and _____ (the "Contractor").

WITNESS THAT the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE I - SCOPE OF WORK

The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor; materials; necessary tools; expendable equipment; and all utility and transportation services required to perform and complete, in a workmanlike manner, all of the work required for **PHC Restroom Renovation, Pearson Metropark, Oregon, Ohio**, all in strict accordance with the plans and specifications including any and all addenda, which plans and specifications are made a part of this contract, and in strict compliance with the Contractor's proposal and other contract documents herein mentioned which are a part of this contract. The Contractor shall do everything required by this contract and other contract documents constituting a part hereof.

ARTICLE II - COMPENSATION TO BE PAID THE CONTRACTOR

In consideration of the completion of the work described herein and the fulfillment of all stipulations of this contract to the satisfaction and acceptance of the Owner, the Owner shall pay and the Contractor further agrees to receive and accept, subject to any additions or deductions provided for

herein, the amount of _____. The unit prices or lump sum herein above referred to shall be full compensation for furnishing all the labor, equipment and materials and for the costs of all premiums on insurance and bonds for doing all the work contemplated and specified in this contract; also for all loss or damage arising out of the nature of the aforesaid work, or from any action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the same; and for all risks of every description connected with the work; and for well and faithfully completing the work and the whole thereof, in full compliance with the plans and specifications and requirements of the Owner. Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the General Conditions attached hereto and made a part hereof.

ARTICLE III - TIME OF COMPLETION

The Contractor agrees to complete the work included under this Contract per the contractor's designated completion date on the Proposal Form.

ARTICLE IV - COMPONENT PARTS OF THIS CONTRACT

This Contract consists of the Contract Documents defined in Section 1.B. of the General Conditions attached hereto, all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

CONTRACT BETWEEN OWNER AND CONTRACTOR - continued

ARTICLE V - GUARANTEE

The Contractor hereby guarantees all work furnished and performed under this contract against any defects in workmanship or material for a period of one (1) year following the date of acceptance of the work by the Owner. Under this guarantee, the Contractor agrees to make good without delay at his own cost and expense any failure of any part of the work due to faulty materials, construction or installation or to the failure of any equipment to perform successfully all work put upon it within the limits of the specifications and further make good any damage to any part of the work caused by such failure. Said Contractor also agrees that the Contractor's Bonds shall fully cover all guarantees in this article contained.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in three original counterparts as of the day and year first written above.

Metropolitan Park District of the Toledo Area

By: _____
Stephen W. Madewell, Director

The Contractor

By: _____

(Please print or type name here)

IRS Identification Number
or Social Security Number: _____

APPROVED AS TO FORM:
(B. Gary McBride)

CONTRACT

CORPORATION CERTIFICATE

STATE OF _____

SS

COUNTY OF _____

I, _____, certify that I am the _____ of the corporation named as Contractor in the foregoing contract that _____, who signed said contract on behalf of the Contractor as _____ of said corporation was _____ of said corporation at the time of said signature; and that said contract was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

Notary Public in and for the County of

_____, State of _____

(Notary Seal)

My commission expires: _____

This contract is authorized by _____

CONTRACT

LIMITED LIABILITY COMPANY CERTIFICATE

STATE OF _____

SS

COUNTY OF _____

I, _____, certify that I am the _____ of the company named as Contractor in the foregoing contract that _____, who signed said contract on behalf of the Contractor as _____ of said company was _____ of said company at the time of said signature; and that said contract was duly signed for and in behalf of said company by authority of its governing body and is within the scope of its corporate powers.

Notary Public in and for the County of _____,
_____, State of _____

(Notary Seal)

My commission expires: _____

This contract is authorized by _____

CONTRACT

PARTNERSHIP CERTIFICATE

STATE OF _____

SS

COUNTY OF _____

On this ____ day of _____, 20____, before me personally appeared

_____, known to me and known by me to be the person who executed the above instrument, who, being by me first duly sworn, did depose and say that he

is a general partner in the _____ partnership of

_____ ; that said partnership consists of himself and

_____ as _____ partners; and that he executed the foregoing instrument on behalf of said partnership for the uses and purposes stated herein.

Notary Public in and for the County of

_____, State of _____

(Notary Seal)

My commission expires: _____

This contract is authorized by _____

CONTRACT

PROPRIETORSHIP CERTIFICATE

STATE OF _____

SS

COUNTY OF _____

On this _____ day of _____, 20____, before me personally appeared

_____ known to me and known by me to be the person who executed the above instrument, who, being by me first duly sworn, did depose and say that

_____ is a proprietorship under the name of which he conducts business and that he executed the foregoing instrument on behalf of himself, individually

and doing business in the name of _____ for the uses and purposes stated herein.

Signature of Proprietor

Notary Public in and for the County of

_____, State of _____

(Notary Seal)

My commission expires: _____

GENERAL CONDITIONS

1. DEFINITIONS AND TERMS

The term "METROPOLITAN PARK DISTRICT" or "PARK DISTRICT" or "METROPARKS" or "OWNER" shall mean the Metropolitan Park District of the Toledo Area or its representatives duly authorized to act in the matters in question.

The term "CONTRACT DOCUMENTS" shall mean and include the following:

1. Project Manual Title Page
2. Table of Contents
3. Notice to Bidders
4. Affirmative Action Policy
5. Instructions to Bidders
6. Bid Proposal Form
7. Bid Guaranty and Contract Bond Form
8. Contractor's Questionnaire
9. Non-Collusion Affidavit
10. Hourly Wage Rate Affidavit
11. Personal Property Tax Affidavit (R.C. § 5719.042)
12. Workers' & Unemployment Compensation Affidavit
13. Affirmative Action Affidavit
14. Performance Bond
15. Labor and Materials Payment Bond
16. Prevailing Wage Agreement
17. Site Policies and Procedures
18. Contract between Owner and Contractor
19. General Conditions of the Contract for the Project (AIA Document A201-1997)
20. Special Conditions
21. Location Map
22. Project Specifications
23. Project Drawings
24. Addenda
25. State of Ohio, Department of Transportation "Construction and Materials Specifications" current edition, together with all supplements and revisions thereto in effect fourteen (14) days prior to the opening of bids, if applicable.

The term "CONTRACTOR" shall mean the person or persons, company, firm, partnership, or corporation, or its legal representative, undertaking work on an executed contract.

The term "SUB-CONTRACTOR" shall mean any person, firm or corporation undertaking work under the obligations of the Contractor, who prior to such undertaking, received the written consent of the Metropolitan Park District.

The term "ARCHITECT" shall be held to mean a duly authorized representative of the Metropolitan Park District of the Toledo Area, designated and authorized to act as its agent.

The letters "ASTM," when used on the plans or in the Specifications, shall mean American Society for Testing Materials.

GENERAL CONDITIONS - *continued*

The term "THE WORK" shall connote all work specified, indicated or necessary for the contemplated improvement covered by the Contract and Supplemental Agreements thereto.

The term "CONTRACT" shall mean the written agreement covering the performance of the work and furnishing of labor, tools, equipment and materials in construction of "THE WORK." The Contract shall include Instruction to Bidders, Proposal, Specifications and Bonds; also any and all Supplemental Agreements required to complete "THE WORK" in a substantial and acceptable manner.

The term "SPECIFICATIONS" shall mean the directions, provisions and requirements as referred to, adopted, contained herein or amended, pertaining to the method and manner of performing the work and the quantities and qualities of materials to be furnished, together with the method of computing payments under the Contract.

The term "PLANS" shall mean the maps, profiles, plans and detail drawings accompanying and forming a part of these documents. Should there be any discrepancy between the drawings and the written specifications, the written specifications shall prevail.

The term "PROJECT" shall mean all labor, materials, equipment and services necessary for the proper completion of _____.

The term "PROPOSAL" shall mean the Bid Proposal Form and related Bid Documents as submitted by the Contractor.

The term "SUBSTANTIAL COMPLETION" – shall mean when the work is sufficiently complete in accordance with the Contract Documents to allow the Owner to occupy or utilize the work for its intended use without further disruption, as determined by the Park District's inspection.

2. INTENT OF CONTRACT DOCUMENTS

The Contract Documents are complementary, and what is called for by any one shall be binding as if called for by all. The intention of the Contract Documents is to include in the contract price the cost of all labor and materials, fuel, tools, plant, equipment, light, transportation and all other expenses necessary for the proper execution of the work.

In interpreting the Contract Documents, words describing materials or work which have a well known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with such well known meaning recognized by the architect and the trade

3. TIME OF COMMENCEMENT AND COMPLETION

3.1 Project Construction Schedule. Within ten (10) calendar days of execution of this Agreement, and thereafter as from time to time requested by the Owner or its representative, the Contractor shall furnish for the consideration of the Owner information for the scheduling of the times and sequence of operations required for its Work to meet the Owner's overall schedule requirements as set forth in _____, including but not limited to proposed staffing levels for each phase of the Work, proposed dates for material fabrication and delivery, and proposed dates for equipment

GENERAL CONDITIONS – *continued*

delivery. The Owner shall prepare the initial Project Time Schedule in substantial compliance with the Construction Documents and may thereafter from time to time make changes to the Project Time Schedule. The Owner shall consider, but is not bound by, the information supplied by the Contractor. The Contract Documents shall govern whether the Contractor is entitled to any additional compensation due to changes in the Project Time Schedule. The Contractor's obligation to furnish requested scheduling information is a material term of its Contract, the breach of which may be justification for withholding payment otherwise due the Contractor. Inclusion of the proper staffing levels in the Project Time Schedule shall not constitute approval of such staffing levels. The Contractor shall continuously monitor the Project Time Schedule so as to be familiar with the timing, phasing, and sequence of operations of the Work and of other work on the Project and shall execute the Work in accordance with the requirements of the Project Time Schedule, including any revisions thereto.

3.2 Date of Commencement and Completion. The Contractor shall commence work within one (1) week after the date of written notice from the Owner to proceed and the rate of progress shall be such that the whole Work shall be substantially completed and the ground cleaned up in accordance with the Contract and Specifications within the time limit stated in the Proposal which shall be no later than _____, _____ (the "Date for Substantial Completion"), unless an extension of this time shall have been granted in the manner specified.

The Contractor expressly covenants and agrees that in undertaking to complete the work within the time mentioned, he has taken into consideration and made allowance for all of the ordinary delays and hindrances incidental to such work, whether growing out of delays in securing materials for workmen, or otherwise. Should the Contractor, however, be substantially delayed in the prosecution and completion of the work by any act of neglect of the Owner, its agents, or by causes beyond the Contractor's control, including strikes, lock-outs, fire or other unavoidable casualties, the Contractor shall have no claims for damages for any such cause or delay, but he shall in such cases be entitled to such extension of the time specified for the completion of the work as the Owner shall award in writing. Claim for such extension of time shall be made by the Contractor in writing within one (1) week from the time when such alleged cause for delay shall occur.

Work shall be deemed completed when it has been approved and accepted by the Metropolitan Park District.

3.3 Substantial Completion

3.3.1 Substantial completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

3.3.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

3.3.3 Upon receipt of the Contractor's list, the Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently

GENERAL CONDITIONS – *continued*

5. PERFORMANCE BOND

The successful bidder shall be required to provide a performance bond in an amount not less than 100 per cent of the total contract price, conditioned on the faithful performance of the contract, the completion of the work within the time specified and prompt payment of all persons furnishing labor and materials necessary for all work. The performance bond shall be drawn in favor of the Metropolitan Park District of the Toledo Area and shall be by a surety company acceptable to the Metropolitan Park District.

6. LABOR AND MATERIALS PAYMENT BOND

A payment bond on the part of the contractor shall be furnished for 100 per cent of the contract price. The payment bond shall assure payment as required by law of all persons supplying labor and materials in the execution of the work provided in the contract.

7. ADDITIONAL SECURITY

If at any time after the execution of this Contract and approval of the required performance bond, the Owner shall deem any of the Sureties upon such bond to be unsatisfactory, or if for any reason such bond shall cease to be adequate security for the Owner, the Contractor shall, within five (5) days of receipt of a written order to do so, furnish a new or additional bond satisfactory to the Owner as to form and sum, and signed by such sureties as shall be satisfactory to the Owner. Further payments shall be withheld from the Contractor until such new or additional bond has been furnished and approved.

8. VERBAL STATEMENTS NOT BINDING

It is understood and agreed that the written terms and provisions of this Contract shall supersede all prior verbal statements of the Owner or representatives of the Owner, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any way whatsoever this Contract.

9. OWNER TO DECIDE

The Owner shall decide all questions regarding the fulfillment of the terms of the Contract or the intent or purposes of the Contract, and the Owner's decision shall be final and conclusive as to both parties to this Contract; and the Owner's approval of the work shall be a condition precedent to the final settlement and payment of any amount which may be due the Contractor.

10. ASSIGNMENT OF CONTRACT

Assignment of this contract, or any part thereof, or any funds to be received thereunder, shall be subject to the written approval of the Metropolitan Park District of the Toledo Area. Any such assignment shall contain a clause to the effect that it is agreed that the funds to be paid the assignee are subject to the prior lien for rendered services or materials supplied for the performance of the work called for in this contract, in favor of all persons, firms or corporations rendering such service or supplying such materials.

11. COPIES OF CONTRACT AND BONDS

Three (3) executed copies of the contract and bonds will be required by the Metropolitan Park District.

GENERAL CONDITIONS - *continued*

12. EFFECTIVE DATE OF CONTRACT

Subject to applicable provisions of law, this contract shall be in full force and effect as a contract from and after the date when a fully executed and approved counterpart thereof is delivered to the contractor.

13. PLANS AND SPECIFICATIONS

The Owner will furnish to the Contractor a reasonable number of copies of the Contract Documents without cost. At least one (1) approved copy shall be kept at the site of the Work and made available at all times for the use of the Owner.

When deemed necessary, additional detailed drawings will be furnished to the Contractor during the progress of the work. All such drawings shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom and will become a part of this Contract.

The Owner reserves the right to make reasonable alterations in any drawing which may be deemed necessary or in the public interest, without constituting grounds for any claim by the Contractor for payment, other than that provided under the Contract.

14. INSPECTION AND TESTING

The Owner shall provide the inspection for the work in this Contract and will decide all questions relating to the materials, workmanship, plans and specifications.

The Contractor shall at all times provide convenient access to the project for the Owner and safe and proper facilities for the inspection of materials and manufacturer's products at the place of production or manufacture and of all parts of the Work at the site.

All materials rejected shall be immediately removed from the Work and not again offered for inspection. Any materials or workmanship found at any time to be defective shall be remedied at once, regardless of previous inspection. The inspection and supervision of the work is intended to aid the Contractor in the performance of his Work, but shall not release the Contractor from any of his contract obligations.

In cases where the Owner may require the physical testing of samples of material used in the project, the Park District may engage, at its own cost and expense, an independent testing laboratory to obtain such samples, carry out the required tests and report the results directly to the Park District. Materials for testing shall be supplied by the Contractor. The contractor shall coordinate his work schedule to include testing.

15. BOUNDARIES OF WORK

The Park District will provide the necessary land for the erection of all work specified in this Contract, and the Contractor shall not enter or occupy with personnel, men, tools or materials, any private ground outside the property of the Park District without the written consent of the Owner thereof. Other Contractors of the Park District may, for all purposes required by their Contract, enter upon the work and premises used by the Contractor, and the Contractor shall give them all reasonable facilities and assistance for the completion of adjoining work.

16. EXISTING BUILDING

~~The existing building shall remain open during construction of this project. The Contractor shall coordinate work with the Park District to ensure building renovations are completed without~~

GENERAL CONDITIONS - *continued*

~~interruption of the use of the building.~~ It is expected the building will remain closed during interior renovations and opened up for public use as soon as is practicable.

17. WORK IN BAD WEATHER

During freezing, stormy or inclement weather, no work shall be done, except as can be done satisfactorily and in a manner to secure first-class construction throughout; and unless temporary heat is provided in the event of freezing weather. The Contractor shall provide acceptable temporary heat as required, when work is being prosecuted in cold weather, to prevent freezing of pipe lines and damage to work. All temporary heating facilities shall be removed when directed.

18. SALES TAX AND FEDERAL TRANSPORTATION TAX

A. The Owner is an organization exempt from taxation under Section ____ of the Internal Revenue Code of 1986 and is exempt from taxation under the Ohio Sales Tax and Use Tax Laws. Building materials that the successful bidder purchases for incorporation into the Project will be exempt from state sales and use taxes if the successful bidder provides a properly completed sales tax exemption certificate to the vendors or suppliers when the materials are acquired. The Owner will execute properly completed certificates for this purpose on request.

B. All materials used to complete the Project are exempt from Federal Transportation Tax under Internal Revenue Code, Section 4272(b), as amended. The Contractor shall have all shipping papers clearly show that the construction material is consigned to the Metropolitan Park District in care of the Contractor.

19. INCOMPETENT WORKMEN

Incompetent, careless or disorderly workmen or foremen will not be permitted on the work, and shall be removed on complaint by the Park District.

Contractor shall not make claim for any damages by reason of the discharge of any such person.

20. SAFETY; ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the "Manual of Accident Prevention in Construction," published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

In the event of emergency the Contractor shall stop work and immediately notify the Metroparks Project representative of the situation. If the project representative is not available, the Contractor shall notify the park ranger police of the situation.

Within 24 hours the Contractor must investigate the incident, make needed corrections and submit a written report to the Owner describing the incident, the findings of the investigation and any corrective action taken by the Contractor. The Contractor also must compile a summary listing of all work-related injuries and illnesses experienced by its employees and any subcontractor employees.

The Contractor must prepare and implement a written job-site safety plan encompassing all aspects of the Work including those performed by subcontractors. This plan must include a review of all

GENERAL CONDITIONS - *continued*

aspects of the Project, identify all tasks that may present a health or safety hazard to employees, and contain a strategy for unified coordinated implementation with subcontractors.

The Contractor must conduct a safety meeting with its employees at least once a week to keep employees informed of changes in work that may safely be performed and safe work practices. The Contractor must keep a written record of employee attendance, information provided and safety concerns received from employees.

21. LAWS AND ORDINANCES

The Contractor shall keep himself fully informed of, and shall comply with, all existing township, municipal, state, federal and/or other applicable laws, ordinances and regulations, and township, city, state or federal laws in any way limiting or controlling the actions or operations of those engaged upon the work or affecting the materials supplied to or by him. He shall protect and indemnify the Owner and its officers and agents against any claims or liabilities arising from or based on any violations of the same.

22. PERMITS

The Contractor shall obtain and pay for all permits and licenses, including permits to demolish and build, and give all necessary legal notices, and pay all fees required for the work. The Contractor shall provide copies of permits to the Owner prior to demolishing of buildings.

23. TERMINATION FOR BREACH

In the event that any of the provisions of this Contract are violated by the Contractor or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate such Contract, such notice to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor such violation shall cease and satisfactory arrangements for correction be made, the Contract shall cease and terminate upon the expiration of said ten (10) days.

In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract, provided, however, that if the Surety does not commence performance thereof within thirty (30) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute same to completion by contract for the account and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned by Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site of the Work and necessary therefor.

24. OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the work in accordance with the Contract Documents, fails to perform any provision of the Contract, or fails to complete the Project within the time designated by the Contractor in the Form of Proposal, and no written extension is approved by the Owner, the Owner may, after seven (7) days written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including the cost of additional management services made necessary by such default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

GENERAL CONDITIONS - *continued*

25. ROYALTIES AND PATENTS

The Contractor shall pay the cost of all royalties and patents required for equipment installed and processes employed under this Contract, and shall defend all suits or claims for infringement and save the Owner harmless from loss on account thereof. The Owner is hereby authorized to reserve final payment until proof is given that all equipment is free from encumbrance.

26. CONSTRUCTION RESPONSIBILITY

The Contractor shall be responsible to the Owner for the acts and omissions of his employees, sub-contractors and their agents and employees, and other persons performing any work under a contract with the Contractor.

27. WARRANTY/CORRECTION OF WORK

The Contractor warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The Contractor shall promptly correct all work rejected by the Owner as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected work, including compensation for the Owner additional services made necessary thereby.

If within one (1) year after the date of completion of the work or designated portion thereof or within one (1) year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The obligation shall survive termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

28. SUPERINTENDENT

The Contractor must have, at all times, a competent foreman, superintendent, or representative on the work, to which instructions and orders may be given. Such orders and instructions shall have the same force and effect as if given directly to the Contractor.

29. EXTRA WORK

The Contractor shall do any work and/or furnish any materials not herein provided for, which in the opinion of the Owner, may be found necessary or desirable for the completion of the work. No extra work will be paid for or allowed unless the same was done upon written order of the Owner and after all legal requirements have been complied with. The Contractor agrees that he will accept as full compensation for extra work, so ordered, as determined by one of the following methods:

A. Unit prices stated in the Proposal, if applicable

B. A price mutually agreed upon in writing by the Owner and Contractor, or

GENERAL CONDITIONS - *continued*

C. A sum equal to the actual net cost of materials and labor (including the premium for Workers' Compensation Insurance) plus agreed rental for equipment necessary for the extra work, to the sum of which may be added fifteen percent (15%) as compensation for all other items of expenses, including overhead, superintendent, use of small tools and other insurance.

The decision of the Park District as to whether extra work in fact has been performed shall be conclusive and binding upon both parties to this Contract.

30. CLEANING AND REPAIRS DURING CONSTRUCTION; WASTE MANAGEMENT

30.1 The structures and appurtenances to be built under this contract shall be kept clean during construction of the work. Immediately upon completion of a part of the contract or a portion of a structure the Contractor shall remove all dirt and rubbish from any section completed and shall make all repairs or do any finishing to the satisfaction of the Park District. In case such cleaning and repairs are not made promptly and satisfactorily, the Park District may omit such section or sections from the estimate of work done until such cleaning and repairs are made.

30.2 The Contractor shall provide and maintain all Danger/Caution Construction Area signs in and around the work area. The Contractor must take action to preserve any adjacent buildings or structures from any damage during the Project. Contractor must field verify the dimensions of the Project.

30.3 The Contractor shall supply trash dumpsters for the removal of trash, rubbish, and debris resulting from the Work. Proof of recycling or disposal is required. The Contractor will provide the Park District with a copy of the shipping papers or manifests for wastes disposed of or recycled from its properties. All wastes must be placed in containers and properly labeled for disposal. Contractor shall recycle where feasible.

31. REMOVAL OF TEMPORARY STRUCTURES

On or before completion of the work, the Contractor shall without charge therefor, tear down and remove all temporary buildings and other structures built by him for facilitating the carrying out of the work, and shall remove all surplus material and rubbish of all kinds from the grounds which he has occupied, and shall leave the site of work clean and in good condition.

32. DEFECTS

If during inspection and testing pursuant to Section 14 hereof, there shall appear any defect in the Work, materials, apparatus or workmanship of the Project or failure in the operation or performance of any part thereof or guarantees required hereunder due to the failure, neglect or refusal of the Contractor to comply with the terms and provisions of this Contract or the Specifications for the work, such defect or failure shall be repaired, restored, corrected or made good to the satisfaction of, and without cost to the Park District. All engineering, inspection, legal and other costs and expense to the Park District occasioned by or resulting from such defect or failure shall be paid for by the Contractor upon demand by the Park District.

33. REPAIRS BY OWNER

If within five (5) calendar days after notice from the Park District to the Contractor to do so, the Contractor fails to repair, restore, correct or make good any defect or failure referred to in the paragraph hereto entitled "DEFECTS," the Park District shall have the right to do so at the expense of the Contractor and any engineering, inspection, legal and other costs and expenses incurred by the

GENERAL CONDITIONS - *continued*

Park District in so doing may be deducted from any money due the Contractor or otherwise collected at the option of the Park District.

34. ACCESS TO PUBLIC SERVICES

Neither the materials excavated nor the materials or equipment used in the construction of the work shall be so placed as to prevent free access to all fire hydrants, valves, fire alarms and police call boxes in the vicinity.

35. WATER AND UTILITIES

All water used in the work shall be clean and fresh and preferably from municipal or county mains, within the district served thereby.

Beyond the zone served by the municipal or county mains, the Contractor shall make all provisions necessary for supplying water of the required character and in ample volume to meet all the requirements of the Work.

The Owner will supply electrical disconnects. Electrical and other utilities including gas and water will be disconnected prior to commencement of the Project.

The Contractor shall pay for all utility services he may require.

36. SANITARY REGULATIONS

Toilet accommodations shall be maintained in approved locations, properly screened from public observation and in a strictly sanitary manner. The Contractor shall obey and enforce all other sanitary regulations and orders, and shall take precautions against infectious diseases, and the spread of same, and shall maintain at all times satisfactory sanitary conditions on all parts of the Work. Housing and toilet accommodations shall be furnished and maintained at the Contractor's expense.

The Contractor shall vigorously prohibit the committing of nuisance upon the lands of the Metropolitan Park District or upon adjacent private property, and any employee of Contractor or any Subcontractor found guilty of violating these provisions shall be removed when so ordered.

37. LINES AND GRADES

All work under this Contract shall be built in accordance with the lines and grades shown on the Plans or as given by the Park District. These lines and grades may be modified, as provided in the Contract. The Contractor will be required to furnish line and grade boards or stakes and to accurately preserve any and all lines, grades, etc., of the work until authorized to remove them.

Figured dimensions and elevations on the Plans shall be taken as correct, but shall be checked by the Contractor before starting construction. Any errors, omissions, or discrepancies shall be brought to the attention of the Construction Manager and necessary corrections made. All notes on the Plans shall be followed.

38. CARE AND PROTECTION OF WORK

From the commencement of the Work and until its completion and final acceptance, the Contractor shall be solely responsible for the care and protection of equipment and materials intended to be used in the Work, and of completed work and work in progress, against damage from any cause.

GENERAL CONDITIONS - *continued*

He shall take suitable precautions and provide adequate means at all times to accomplish these purposes.

39. TRAFFIC REGULATIONS

The Contractor will be required to conduct his work in such a way that street traffic will be interfered with as little as possible.

40. PUBLIC SERVICE STRUCTURES

Public service structures shall be understood to include all poles, tracks, pipes, wires, conduits, house service connections, vaults, manholes and other appurtenances, whether owned or controlled by the Park District or other public bodies or by privately owned corporations, used to supply the public with transportation, heating, electric, telephone, water, sewer or other services.

At least one week in advance of breaking ground, the Contractor shall notify the Park District, public bodies and other owners of such facilities of the proposed location of his operations, advising them that their property may be affected and that such measures as they may deem necessary should be promptly taken to protect, remove and/or rebuild them.

Three (3) conditions, which may be encountered, will be dealt with as follows:

A. Structures which are adjacent to but not included within the limits of excavation required for the performance of the Work shall be acceptably protected, supported and maintained by the Contractor at his expense.

B. Structures within the limits of the Work which can be satisfactorily supported and maintained in service and which do not require removal and rebuilding, shall be thus supported by the Contractor at his expense, including cost of repair of damage incidental to his operations.

C. Where it becomes necessary, in the judgment of the Park District, to remove and/or rebuild, or to relocate structures, within the limits of the work, the Contractor shall make all necessary arrangements with the Owner of the facilities affected for performing adjustments. All Work shall be done in a manner that properly protects the public and the Work. No separate payment shall be made for this work. All the costs shall be borne by the Contractor and included in his unit prices bid for the Work items involved.

Supports for water and gas mains, sewers, conduits and similar structures shall be constructed of timber or other acceptable material, shall be supported from undisturbed foundations and shall be sufficiently substantial to insure against settlement when the pipe trench is backfilled.

The Contractor shall assume full responsibility for maintaining service and shall support and protect, or remove and rebuild them at his own expense. Such services shall not be interrupted for more than two (2) hours without special permission.

41. MATERIALS AND SUBSTITUTIONS

Wherever possible, several makes of material and apparatus have been specified, any one of which will be acceptable to the Owner. The Bid shall be based on the use of any one of the makes specified.

GENERAL CONDITIONS - *continued*

Whenever the term "approved", "approved equal" or "similar to" are used in this specification, the Successful Bidder shall make written application for the approval of the material or apparatus he prefers to use within two (2) weeks after signing the Contract, and before ordering any material requiring approval.

42. DEFENSE OF SUITS

In case any action at law or suit in equity may or shall be brought against the Metropolitan Park District or any of its officers or agents for, or on account of, the failure, omission, or neglect of the Contractor or his subcontractors, or their agents to do and perform any of the covenants, acts, matters or things by this Contract undertaken to be done or performed by them or for the injury or damage caused by their negligence, or alleged negligence, the Contractor shall indemnify and save harmless the Owner, its officers and agents of and from all loss, cost, damage, expense, judgment or decrees whatever, arising out of such actions or suits as may or shall be brought as aforesaid.

43. SEQUENCE AND PROGRESS OF WORK

The Park District shall have the power to direct the order and sequence of the Work, which in general shall be such as to permit the entire work to proceed as rapidly as possible, and to bring the several parts of the Work to a successful completion at about the same time. If at any time before the commencement or during the progress of the Work the materials and equipment appear insufficient or improper for securing the quality of work or rate of progress required, the Contractor, if so ordered by the Park District, shall make necessary corrections, but the failure of the Park District to issue such order shall not release the Contractor from any of his obligations.

Any ordered modifications in the sequence or order of procedure, or of any materials or equipment, shall not entitle the Contractor to an extension of time or to extra compensation, unless specifically authorized in writing under the applicable provisions of the Contract.

Whenever the Contractor is compelled to suspend work on this Contract on account of winter weather, he shall provide and maintain such cinder or board walks and drives as are necessary to accommodate the public and the residents on the street until resumption of work. Should the Contractor fail to provide such conveniences within a reasonable time after suspension of the Work, the Park District will do so at the Contractor's expense.

44. SUBCONTRACTORS

Subcontractors shall conform to all of the provisions set forth in the contract to which their work applies and which relate thereto and must comply with all of the applicable requirements of this contract.

45. LAWN, SHRUBBERY AND TREES

The Contractor shall not injure, damage or destroy any lawn, shrubbery, trees or other vegetation in the vicinity of the proposed work, except as may be permitted by the Park District for the purpose of construction.

All trees and shrubs except those ordered to be removed shall be adequately protected by boxes or otherwise by the Contractor. No excavated material shall be placed so as to injure such trees and shrubs. Trees and shrubs destroyed by negligence of the Contractor or his employees shall be replaced with new stock of similar size and age, at the proper season, and at the sole expense of the Contractor.

GENERAL CONDITIONS - *continued*

Beneath trees or other surface structures, where possible, sewers or other pipelines may be built in short tunnels, backfilled with excavated materials, except as otherwise specified, and the trees or structures carefully supported and protected from damage.

Parkways shall be left in as good condition as before the commencement of the work. Where sod is removed it shall be carefully preserved and later replaced, or the area where sod has been removed shall be covered with a two inch (2") layer of good black dirt and seed with an approved grass mixture.

46. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire use or occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor or his sureties of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor or his sureties shall remedy any defects in the work, and pay for any damage to other work resulting therefrom which shall appear within a period of one year from the date of final acceptance. The Owner will give notice of observed defects with reasonable promptness.

47. HOLD HARMLESS CLAUSE

The Contractor shall indemnify and save harmless the Owner from all suits and actions of every name and description brought against the Owner, or any officer of the Owner for or on account of any injury or damage to person or property arising from, or growing out of the construction of the Work, or the doing of any of the Work, and shall indemnify and save harmless the Owner from any and all suits and expense over and above the expense included in the contract price, for royalties or infringements on patents that may be involved in the construction of the appliances contracted for, or any of the parts thereof, or in the use of said appliances or any of the parts thereof hereafter, and the Contractor shall defend, at its cost and expense, any and all suits and/or actions of every kind whatsoever, that may be brought against the Owner by reason of the use of said appliances or any of the part thereof.

48. LIMITATION ON LIABILITY

The Owner's total liability under this Agreement will be limited to and shall not exceed the amount set forth in the Auditor's or Treasurer's certificate accompanying this Agreement. Under no circumstances will the elected officials, officers, employees, board members, or agents of the Owner be personally liable for any obligations or claims arising out of or related to this Agreement.

49. NO WAIVER OF RIGHTS

Neither the inspection by the Metropolitan Park District or any of its agents nor any order by the Owner for payment of money, nor any payment for or acceptance of the whole or any part of the Work by the Owner, nor any extensions of time, nor any possession taken by the Owner or its employees, shall operate as a waiver of any provisions of this Contract, or of any power herein reserved to the Owner, or any right to damages herein provided, nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided; and in addition to all other suits, actions or legal proceedings, the Owner shall also be entitled as of right to writ of injunction against any breach of any of the provisions of this Contract.

GENERAL CONDITIONS - *continued*

50. FINAL CLEANING AND FINAL INSPECTION

Upon completion of the Work built under this contract or a part thereof, the Contractor shall thoroughly and systematically clean, and make further needed repairs to the structures. He shall at his own expense remove and properly dispose of all water, dirt, rubbish, bulkheads, and/or any other foreign substances. Any defects of any nature whatsoever shall be promptly corrected by the Contractor at his own expense. Final cleaning and repairing shall be so arranged as to be completed upon completion of the Work.

When the Contractor has finally cleaned and repaired the whole, or any portion of the Work, he shall notify the Owner in writing that he is ready for a final inspection and the Park District will thereupon inspect the Work.

In no case will the final statement described in Section 55 be prepared until the Contractor has complied with all the requirements set forth and the Park District has made its final inspection of the entire Work and is satisfied that the entire Work is properly and satisfactorily constructed in accordance with the requirements of the Contract.

51. PAYMENTS BY CONTRACTOR

The Contractor shall pay (a) for all transportation and utility services not later than the [20th day of the calendar month following] the rendition of such services; (b) for all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the [20th day of the calendar month following that in which] such materials, tools and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the Work in or on which materials, tools and equipment are incorporated or used; and (c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the Work performed by his subcontractors, to the extent of each subcontractor's interest therein.

The requirements of (b) and/or (c) of this paragraph may be waved or modified by the Park District for good cause shown by the Contractor and on terms and conditions approved by the Park District.

In addition to any and all other rights by this contract granted to or reserved by the Park District, if the Contractor shall at any time have failed, neglected or refused without just cause to pay for materials and labor furnished or services rendered to the Contractor included in any previous estimate paid by the Park District, the Park District may require the Contractor to pay or provide for the payment thereof prior to the payment of any estimate submitted for payment in accordance with the provisions of the paragraph herein entitled "PARTIAL PAYMENTS."

52. PAYMENTS

In consideration of the faithful and satisfactory performance by the Contractor of all the conditions, provisions, and covenants of this Contract and the specifications, the Park District shall pay, and the Contractor shall receive the prices stipulated in the Proposal as full compensation for everything furnished or done by the Contractor under this Contract.

53. PARTIAL PAYMENTS

The Park District will make a partial payment to the Contractor on the basis of a duly certified and approved estimate, in form and substance acceptable to the Park District, prepared and filed by the Contractor at the end of the preceding month and processed by the Park District, of the Work performed on the Project during the

GENERAL CONDITIONS - *continued*

preceding month under this Contract, but to insure the proper performance of this Contract, the Park District will retain amounts due on these estimates as follows:

A. Ninety-two percent (92%) of the estimates prepared by the Contractor and approved by the Park District shall be paid until the Project is fifty percent (50%) complete as evidenced by estimates amounting to fifty percent (50%) of the total contract price.

B. All work performed after the Project is fifty percent (50%) complete will be paid for at the rate of one hundred percent (100%) of the estimates submitted by the Contractor and approved by the Park District.

C. The Owner shall file and deliver certified true copies of estimates to [the public body or individual designated by the public body to perform the audit function.]

D. BEFORE PAYMENT OF ANY ESTIMATE IS MADE, THE CONTRACTOR SHALL CERTIFY UNDER OATH:

1. The names and addresses of all subcontractors furnishing labor, materials or services and of all persons furnishing material included in such estimate.

2. That all bills for material and labor included in the preceding estimates have been paid in full or a satisfactory explanation of any failure to do so, and

3. That all bills for material and labor included in such estimate have been or will be paid from the proceeds thereof.

54. PARK DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF

In addition to the payment to be retained by the Park District, under the preceding provisions of these General Conditions, the Park District may withhold a sufficient amount of any payment otherwise due to the Contractor to cover (a) payments that may be past due and payable for just claims for labor or materials furnished in and about the performance of the work under this contract; (b) for defective work not remedied and (c) failure of the Contractor to make proper payments to his subcontractors.

The Park District shall disburse, and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party who is entitled to payment therefrom. The Contractor shall have no claim to any funds so disbursed, and such funds shall be credited against the amount owed to the Contractor. The Park District will render to the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor.

55. FINAL PAYMENT

Following final inspection of the work, as provided in the paragraph entitled "FINAL CLEANING AND FINAL INSPECTION," and acceptance of the Work by the Park District as Finally Completed, remaining funds shall be paid to the Contractor within thirty (30) days of either acceptance or occupancy by the Park District.

A final statement of the Work done under the Contract and the value thereof shall be prepared by the Contractor and approved by the Park District. Unless this final statement shall be found

GENERAL CONDITIONS - *continued*

incorrect by the Park District, the Park District shall pay the Contractor the entire amount due under this Contract. All prior estimates and payments shall be subject to correction in the final statement and payment, but in the absence of error or manifest mistakes, it is agreed that any estimate on the certificate of the Director, when approved by the Park District, shall be conclusive of the work done and materials furnished as shown therein. Before the final payment is made, the Contractor must satisfy the Park District that all claims for labor and materials employed on or used in the performance of this Contract have been paid and discharged by completing a Waiver of Lien.

The Prevailing Wage Rate Affidavit for Contractor and Sub-contractor shall be submitted on the form provided.

The provisions of the paragraphs hereof entitled "DEFECTS" and "REPAIRS BY OWNER" shall apply to any defect in the work, materials, apparatus or workmanship of the Project or failure in the operation or performance of any part thereof or guarantees required hereunder determined by the Park District to have occurred, developed, or appeared prior to final acceptance of the Work.

56. FINAL PAYMENT TO RELEASE OWNER

The acceptance by the Contractor of the final payment shall be and shall operate as a release to the Park District of all claims and liability to the Contractor for all things done or performed or relating to the work, and for every act and neglect of the Owner and others relating to or arising out of the Work. No payment, final or otherwise, shall operate to release the Contractor or his sureties from any obligation upon or under this Contract or the Performance and Labor/Materials Bonds.

57. INSURANCE

The Contractor shall procure and maintain during the life of this Contract the types and amounts of insurance hereinafter described. The Contractor shall provide satisfactory proof of the required insurance coverage by providing to the Park District a copy of the policies or certificates of insurance before the Work is commenced.

A. Workers' Compensation Insurance

(i) The Contractor shall take out and maintain throughout the life of this Contract, workers' compensation insurance for all of his employees at the site of the Work. Contractor shall require all subcontractors to provide Workers' Compensation insurance for all their employees unless such employees are covered by the protection afforded by the Contractor. Copies of all insurance certificates shall be submitted to the Owner prior to the start of construction.

(ii) Contractor certifies that within the past nine months he/she has paid all contributions or made all payments in lieu of contributions as required by Ohio law for workers' compensation and unemployment compensation. He/she has not engaged any workers, as independent contractors, for whom workers' compensation and/or unemployment compensation contributions or payments in lieu of contributions are required to have been made.

B. Public Liability, Property Damage and Automobile Insurance

(i) General – Contractor shall take out and maintain during the life of this contract such public liability and property damage insurance as shall insure the Contractor and the Owner against liability for damages because of bodily injury, sickness, or disease, including death resulting therefrom, or injury to or destruction of property, caused by or arising out of operations under this

GENERAL CONDITIONS - *continued*

contract, whether such operations are carried on by the Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them; and the Contractor shall also take out and maintain, or shall cause each subcontractor performing or engaging to perform, work covered by this contract to take out and maintain, similar public liability and property damage insurance insuring such subcontractor, the Contractor, and the Owner against legal liability for any such damages caused by or arising out of the operation of such subcontractor or caused by anyone directly or indirectly employed by such subcontractor. Each such policy of insurance shall be in form and in companies satisfactory to and approved by the Owner. Each such policy shall provide coverage for the contractual liability assumed under the Hold Harmless Clause as set forth in this contract, and shall also provide coverage for the hazards described in this section.

Coverage under this section shall be as follows:

Bodily Injury: \$1,000,000 each person; \$3,000,000 aggregate

Property Damage: \$1,000,000 each occurrence; \$3,000,000 aggregate

Automobile Liability: Bodily Injury - \$1,000,000 each person; \$1,000,000 each accident; property damage - \$1,000,000 each occurrence

Umbrella Excess Liability: \$3,000,000 over primary coverage; \$10,000 retention

(ii) Public Liability Insurance - Contractor shall provide to Owner a copy of the insurance policies described above upon execution of this Contract, and upon any change or renewal thereof. The Contractor hereby agrees to indemnify the Park District for all claims arising solely from negligent acts, errors or omissions of the Contractor in the performance of the services under this agreement and names the Park District as an additional insured on the Contractor's insurance. All policies provided hereunder shall require the insurer to provide to the Park District a notice of cancellation of insurance no less than 30 days prior to cancellation. The Contractor agrees to supply the Park District with builders risk insurance or an installation floater for any new construction or renovations.

(iii) All Risk Builders Risk Insurance/Installation Floater (when applicable): The Contractor shall also take out and maintain during the life of this contract an All Risk Builders Risk Insurance/Installation Floater. Such insurance shall be in an amount which may vary with the extent of the Work completed but shall, at all times, be at least equal to the amount theretofore paid by the Owner on account of work and materials plus the value of work and materials furnished or delivered, by the Contractor but not paid for by the Owner. Each such policy shall be issued in the names of the Park District and the Contractor as joint insureds, and shall remain in full force and effect until unconditional acceptance of the Project by the Park District.

58. WAGE RATES

The Contractor shall pay wages to his employees at rates not less than those specified hereinafter for the various classifications of workmen. The Contractor shall be responsible for the compliance of all subcontractors with said wage rates.

Section 4115 of the Ohio Revised Code requires that any contractor or subcontractor involved in a public works project shall pay to their employees a rate of wage which shall not be less than the rate of wage which has been determined by the State of Ohio Department of Industrial Relations when the project cost exceeds \$60,000.00 for re-construction projects and \$200,000.00 for new construction, as the same may be adjusted per ORC Section 4115.03.

GENERAL CONDITIONS - *continued*

Every contractor and subcontractor who is subject to Chapter 4115 of the Revised Code shall, as soon as he begins performance under his contract with any contracting public authority, supply to the prevailing wage coordinator of the contracting public authority a schedule of the dates during the life of the contract with the authority on which he is required to pay wages to employees. He shall also deliver to the prevailing wage coordinator a certified copy of his payroll, within two weeks after the initial pay date, and a supplemental report for each month thereafter which shall exhibit for each employee paid wages, his name, current address, social security number, number of hours worked during each day of the pay periods covered and the total for each week, his hourly rate of pay, his job classification, fringe payments, and deductions from his wages. If the life of the contract is expected to be more than four months from the beginning of performance by the Contractor or subcontractor, such supplemental reports shall be filed each week after the initial report. The certification of each payroll shall be executed by the Contractor or subcontractor, or duly appointed agent thereof and shall recite that the payroll is correct and complete and that the wage rates shown are not less than those required by the contract.

Contractors or subcontractors who have not established a plan by a labor agreement or otherwise shall pay fringe benefit payments directly to their employees when they are required to pay the prevailing wage.

A. Contractor or subcontractor who contracts a public improvement for the Park District is not subject to section 4115 Ohio Revised Code if this contract is for a stipulated lump sum for the project when there is no hourly rate of pay.

59. PRE-CONSTRUCTION MEETING

As soon as possible after the award of the contract, and before construction is initiated, a meeting between the Owner and the Contractor shall be scheduled to discuss the current site conditions, work schedule, bid documents, subcontractors, necessary permits, hourly wage rates, and affirmative action policy.

60. INTERFERENCE WITH OTHER WORK

The Contractor will be required to inform himself fully of any other work being carried on by other contractors, utility companies and the Metropolitan Park District, at or near the Project site, and shall take precautions and plan his work in such a manner that the least possible interruption or interference of other work will result.

61. PARK VISITORS

The Contractor shall plan, schedule and perform all work under the contract in such a manner as to assure minimum interference with visitors' movement within the vicinity of construction.

62. SAFETY

The Contractor shall take whatever precautions are necessary to protect park visitors from harm. Proper barricades, lighting, signs, or other apparatus will be utilized as necessary.

63. COMPLIANCE AND ENFORCEMENT OF REGULATIONS

A. It is the responsibility of the Contractor to monitor the enforcement of all local, state and federal regulations, including OSHA. The Contractor is responsible for the enforcement of said regulations. The Contractor must provide proper safety precautions, atmosphere, working conditions, etc., in accordance with all controlling regulations, for all workers and required

GENERAL CONDITIONS - *continued*

inspections by all personnel employed by the Contractor, the Owner, any engineer on the Project and inspectors of controlling agencies. The Contractor shall supply the Park District with the name of his/her OSHA Compliance Officer. The Contractor may also be required to supply the Park District with workers' compensation reports for the previous three years.

B. The Contractor will be responsible for notifying the Ohio Utilities Protection Service and the Ohio Environmental Protection Agency prior to any digging or demolition of structures.

C. The Contractor shall ascertain that all completed installations comply with state laws, local ordinances and regulations relating to the performance of the work and the protection of adjacent property.

64. SUBCONTRACTORS

No subcontracting shall be allowed without prior written approval by the Owner.

65. DISPUTE RESOLUTION AND ADMINISTRATIVE CLAIM PROCESS

The Metroparks Dispute Resolution and Administrative Claim Process is premised on the partnering approach to construction administration and must be adhered to by the Contractor in order to resolve disputes on the project and in order to seek additional compensation or contract time from Metroparks in the form of an Administrative Claim.

Disputes and Claims

Disputes include disagreements, matters in question, and differences of opinion between Metroparks personnel and the Contractor. Claims are disputes that are not settled through steps 1 and 2 of the Dispute Resolution and Administrative Claim Process and for which the Contractor has documented costs or time incurred as a result of such disputes.

Disputes and claims subject to review by Metroparks include:

1. Interpretation of specifications, standard drawings, plans, proposals, working drawings, change orders authorized by Metroparks' Board of Park Commissioners, and orders by Metroparks personnel having authority over the Project, provided that such orders have been authorized in accordance with Ohio law.
2. Differing site conditions as defined in ODOT Construction and Material Specification (ODOT Spec.) 104.20.B.
3. Cost and time incurred by:
 - a. Suspension of work pursuant to ODOT Spec. 104.02.C.
 - b. Significant changes in character of work pursuant to ODOT Spec. 104.02.D.
 - c. Utility interference with work pursuant to ODOT Spec. 105.07 and utility notes.
 - d. Extra work ordered pursuant to ODOT Spec. 104.02.F. and the policy on Change Orders.
 - e. Acts or inaction of Metroparks or other government agencies.

GENERAL CONDITIONS - *continued*

4. Contract time extensions due to weather, shortages of labor, equipment, or materials, or other causes beyond the Contractor's control as defined in ODOT Spec. 108.06.
5. Other subjects mutually agreed upon by Metroparks and the Contractor to be within the scope of the Dispute Resolution and Administrative Claim Process.

Process

The Contractor must exhaust the Metroparks Dispute Resolution and Administrative Claim Process prior to seeking additional compensation or contract time by filing an action in any appropriate Court located in Lucas County, Ohio. The following procedures do not compromise the Contractor's right to seek relief in any appropriate court located in Lucas County, Ohio.

All parties to the dispute must adhere to the Dispute Resolution and Administrative Claim Process. Metropark personnel involved in second or third tier reviews will not consider a dispute until the previous tier has properly reviewed the dispute and issued a decision. The Contractor's personnel shall not contact Metropark personnel involved in a second or third tier review until a decision has been issued by the previous tier.

Failure to meet any of the timeframes outlined below or to request an extension may terminate further review of the dispute and may serve as a waiver of the Contractor's right to follow a claim.

Continuation of Work:

The Contractor shall continue with all work, including that which is in dispute. Metroparks will continue to pay for work pursuant to the terms of this Contract.

Tier 1 (On-Site Determination):

The Construction Engineer shall meet with the Contractor's superintendent within two (2) working days of receipt of the Contractor Written Early Notice set forth in ODOT Spec. 104.02.G. They shall review all pertinent information and contract provisions and negotiate in an effort to reach a resolution according to the Contract Documents. The Construction Engineer will issue a written decision of Tier 1 within fourteen (14) calendar days of the meeting. If the dispute is not resolved, the Contractor must either abandon or escalate the dispute to Tier 2.

Tier 2 (Dispute Resolution Committee):

Within seven (7) calendar days of receipt of the Tier 1 decision, the Contractor must submit a written request for a Tier 2 meeting to Lucas County Engineer's Chief Deputy Engineer. The Chief Deputy Engineer will assign the dispute a dispute number. The dispute number will consist of the project number, followed by a hyphen and then the number of disputes on this project that this dispute represents. Within fourteen (14) calendar days of receipt of the request for a Tier 2 meeting, the Contractor shall submit the Dispute Documentation as follows:

1. The Contractor shall submit three (3) complete copies of the documentation of the dispute to the Chief Deputy Engineer.
2. The Dispute Documentation shall be identified on a cover page by county, project number, Contractor name, subcontractor or supplier if involved in the dispute, and dispute number.

GENERAL CONDITIONS - *continued*

3. The Dispute Documentation shall be an original document that clearly, and in detail, gives the required information for each item of additional compensation and time extension requested.
4. A narrative of the disputed work or project circumstance at issue. This section must include the dates of the disputed work and the date of early notice.
5. References to the applicable provisions of the plans, specifications, proposal, or other Contract Documents. Copies of the cited provisions shall be included in the Dispute Documentation.
6. The dollar amount of additional compensation and length of contract time extension being requested.
7. The cost of supporting documents that served as the basis for the requested compensation stated in number six (6) above.
8. A detailed schedule analysis must be included in the Dispute Documentation for any dispute concerning additional contract time, actual or constructive acceleration, or delay damages. At a minimum, the schedule analysis must include the Schedule Update immediately preceding the occurrence of the circumstances alleged to have caused delay and must comply with accepted industry practices. Failure to submit the required schedule analysis will result in the denial of that portion of the Contractor's request.
9. Copies of relevant correspondence and other pertinent documentation.

Metroparks shall establish a Dispute Resolution Committee (DRC) which shall be responsible for hearing and deciding disputes at the Tier 2 level. The DRC must include the Lucas County Engineer and the Lucas County Engineer's Administrative Deputy.

To prepare for the DRC meeting, the Chief Deputy Engineer will create a file on the dispute and assign a person to review and manage the dispute. This manager will advise Metroparks on the status of the dispute.

The DRC shall meet with personnel from the Contractor's headquarters and consider the dispute within fourteen (14) calendar days of receipt of the Contractor's Dispute Documentation. The DRC will issue a written decision of Step 2 within fourteen (14) calendar days of the meeting. If the dispute is not resolved, the Contractor must either abandon or escalate the dispute to Tier 3.

Tier 3

If not resolved, go through the proper legal proceedings through the appropriate court located in Lucas County, Ohio.

66. NON-DISCRIMINATION – CONTRACTOR AGREES:

66.1 That in the hiring of employees for the performance of Work under this Contract or in any subcontract, neither the Contractor, subcontractor, or any person acting on behalf of either of them, shall by reason of race, creed, sex, handicap, or color, discriminate against any citizens of the state in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.

66.2 That neither the Contractor, any subcontractor, nor any person acting on behalf of either of them, shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Contract on account of race, creed, sex, handicap or color.

GENERAL CONDITIONS - *continued*

66.3 That there shall be deducted from the amount payable to the Contractor by the Owner under this Contract a forfeiture of Twenty-five Dollars (\$25.00) as required by Ohio Revised Code Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement.

66.4 That this Contract may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

67. RIGHT TO AUDIT

The Park District, the State Auditor or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Contractor for the purpose of audit, examination, excerpts and transcriptions.

68. DRUG-FREE WORKPLACE

Contractor must comply with the drug-free workplace requirements of Ohio Revised Code Section 153.03, and cause all of its subcontractors to comply with said requirements.

69. NOTICE OF COMMENCEMENT

Contractor shall assist Owner with the preparation of a notice of commencement for the Project.

70. LIQUIDATED DAMAGES.

If the Contractor has not completed the Work by the Date for Substantial Completion, the Contractor shall pay the Owner (and/or the Owner may setoff from sums coming due the Contractor) liquidated damages in the per diem amounts set forth in Exhibit A attached hereto. In addition to the Owner's right to liquidated damages, the Contractor shall indemnify, defend, and hold the owner and its employees, officers, directors and trustees harmless from any delay, acceleration, loss of productivity, or other claims relating to or resulting from delays caused by the Contractor and from all costs and expenses incurred as a result of such claims, including, but not limited to, attorneys' and consultants' fees.

The Contractor acknowledges that such amounts of liquidated damages represent a reasonable estimate of the actual damages that the Owner would incur if the Work is not substantially complete by the Date of Substantial Completion. The foregoing liquidated damages represent the loss of or interference with the intended use of the project for which the Work is being performed.

EXHIBIT A **LIQUIDATED DAMAGES**

Liquidated damages shall be \$250 per day.

SPECIAL CONDITIONS

1. PROJECT LOCATION

The work specified herein will be located at: Pearson Metropark, 4600 Starr Avenue, Oregon, Ohio 43616.

2. UNDERGROUND UTILITIES

Before work is initiated, the contractor shall call Ohio Utilities Protection Service at 1-800-362-2764.

3. BIDS DUE

Bids for this project shall be received by 3:00 p.m., local time on Friday, November 15, 2013, Fallen Timbers Field Office, 6101 Fallen Timbers Lane, Maumee, Ohio 43537.

4. INFORMATION

For additional information, please contact Jon Zvanovec @ 419-360-9184, jon.zvanovec@metroparkstoledo.com.

5. WORK INCLUDED IN CONTRACT

The proposed BASE BID work consists of interior and exterior improvements to an existing public restroom facility. General construction includes select demolition, rough and finish carpentry, asphalt roofing, skylights, concrete, partitions, plumbing & fixtures, vanities, lighting, drywall, epoxy floor, finishes & paint (the "Project"). All work shall be as described by the contract drawings and project manual.

6. UNIT PRICE DESCRIPTION

N/A

7. WASTE MANAGEMENT

The contractor shall supply trash dumpsters for the removal of trash, rubbish, and debris resulting from the work of the contract. Contractors should recycle where feasible. Proof of recycling or disposal is required for work at each property. Please provide the Metroparks with a copy of the shipping papers or manifests for wastes disposed of or recycled from its properties. All wastes must be placed in containers and properly labeled for disposal.

Contractor shall provide and maintain all Danger/Caution Construction Area signs in and around the work area. The contractor must take action to preserve any adjacent buildings or structures from any damage during the project. Contractors must field verify the dimensions of the project.

8. WORK NOT INCLUDED IN CONTRACT

N/A

10. PERMITS

Contractor shall obtain all required permits from local, county, and state government. Provide copies of permits to the Metroparks. Required permits must be supplied to the Metroparks before permit required work begins by the contractor.

SPECIAL CONDITIONS – *continued*

11. COMPLETION DATE

Date for Substantial Completion. Each successful bidder shall have its work on the project substantially completed (as “Substantial Completion” is defined in the Contract Documents) by **WEDNESDAY, APRIL 30, 2014** (the “Date for Substantial Completion”). The Date for Substantial Completion may be extended only by Change Order or other modification signed by the Park District. By submitting its bid, the bidder agrees that the period for performing the work is reasonable.

The term “SUBSTANTIAL COMPLETION” – shall mean when the work is sufficiently complete in accordance with the Contract Documents to allow the Owner to occupy or utilize the work for its intended use without further disruption, as determined by the Park District’s inspection.

Liquidated damages shall be \$250 per day.

12. SEQUENCING AND WORK SCHEDULE

It is the desire of the park district that limited restroom functionality be retained for the duration of the project. The contractor should plan to selectively demo and remodel either the women’s side or the men’s side, but not both at the same time. Temporary men’s/women’s signs shall be affixed to the building and the interior pocket doors closed to accommodate both men and women for the duration of the project.

The contractor shall perform construction between the dates of December 1st and January 31st exclusively. Time prior to December 1st shall be used to order and take delivery of all necessary construction materials and fixtures.

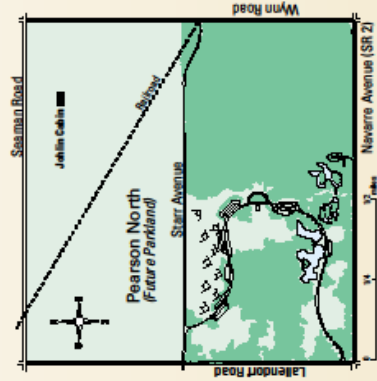
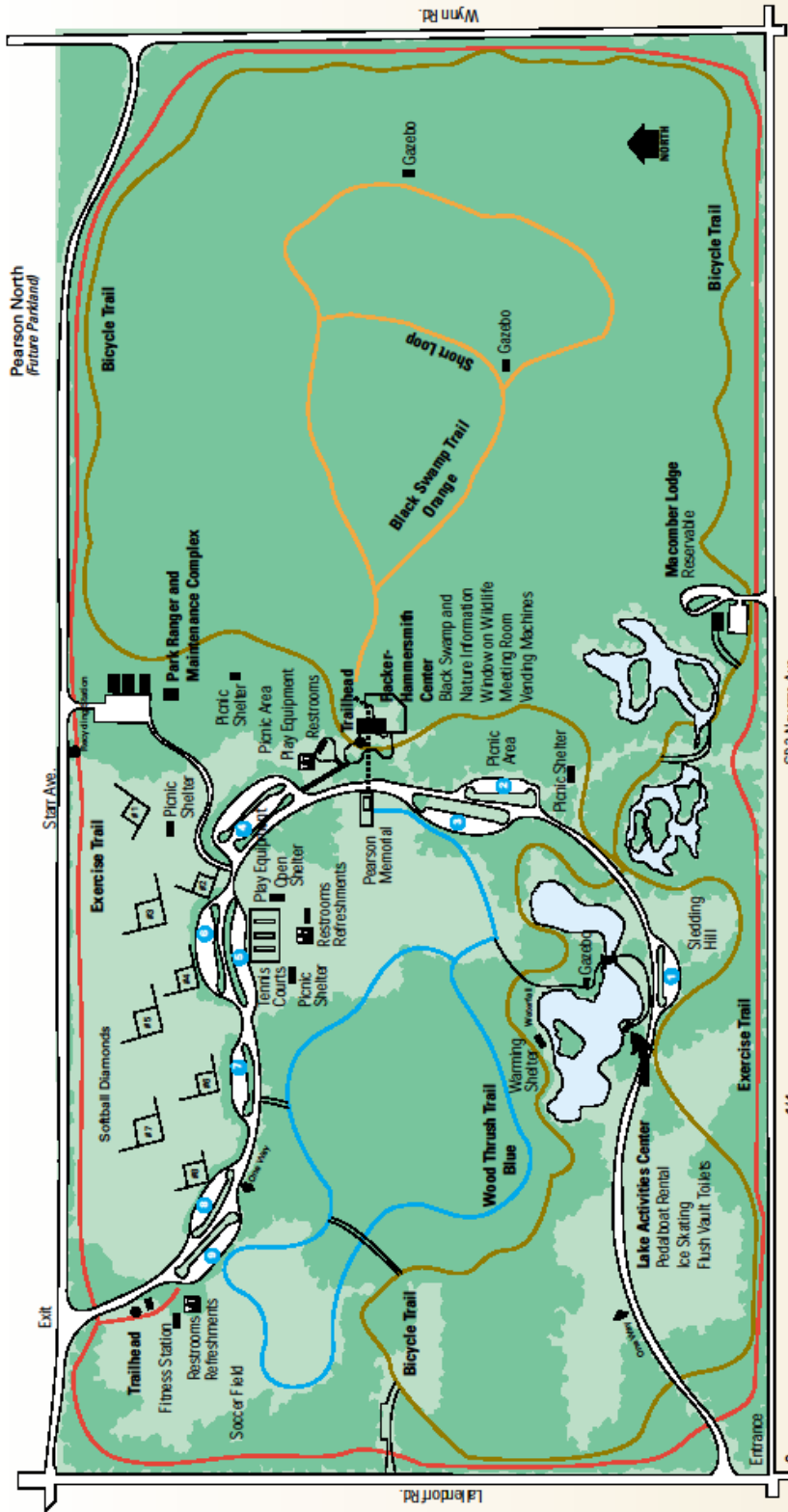
13. REVIEW OF FACILITIES

Bidders shall attend a pre-bid walk-through at the Project location on Thursday, October 11, 2012 from 10:00-11:00am. It is a requirement that bidders must be in attendance in order to submit bids so that they may see the scope of work and the site conditions that should be considered in submitting bids.

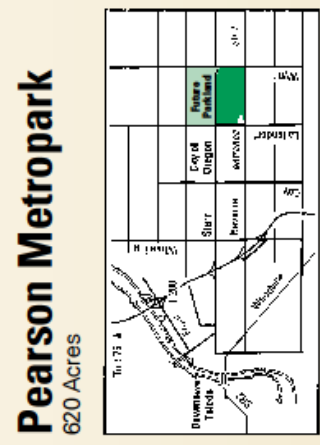
TECHNICAL SPECIFICATIONS

Technical Specifications are located on the project plan drawings.

LOCATION MAP



Trails	
	Walking
	Bicycle
	Exercise
	Cross Country Skiing
All walking trails may be used for skiing.	
	Orange Black Swamp Trail
	Blue Wood Thrush Trail
	Green Pedestrian Path
	Light Green Future Parkland
	Dark Green Parkland
	Forest Forested Area
	Trailhead
	Overlook
	Parking Lots 1-9
	3.0
	1.3
	0.8
	1.3
	2.9



Pearson Metropark

620 Acres

PREVAILING WAGE RATE PACKET

89 Page Packet Attached...