

**PROJECT SCOPE & INFORMATION TO BIDDERS**

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**1. BID REQUIREMENTS**

The following four items must be submitted In order for the City to accept and consider a bid for award:

- Financial Guarantee (certified check or cashier's check, or bid bond) in the amount of ten percent (10%) of the amount bid.
- Non-collusion Agreement (included with the Bid Documents section of these contract documents)
- Bidder Information and Experience Form (included with the Bid Documents section of these contract documents)
- Official Bid Proposal Form (included with the Bid Documents section of these contract documents)

For the base bid, Contractor's will be required to submit lump sum price for the following:

Base Bid: COLD STORAGE BUILDING

In addition, Contractor's will be required to submit lump sum price for the add alternate bid described and shown within the Cold Storage Building plans:

A-1: STRUCTURAL MEZZANINE AND STAIRS.

**2. COMPLETION DATE**

The contractual completion date for this project is set as follows:

- Final Complete Date: *May 1, 2025*. This includes the completion of all items as detailed within these specifications and the project plans including the add alternate if selected to be

completed by the City. Please note that the demolition and site work will be completed under a separate contract. Time extensions will be granted for all documented delays accepted by the City Engineer, including, but not limited to, delays due the demolition or site work, weather delays, or delays due to utility conflicts.

For bidding purposes, Contractors shall assume that the City will issue a Notice to Proceed on or before January 6, 2025.

**3. EXAMINATION OF SITE**

The bidder should visit the site of work and familiarize himself with existing conditions and obstacles that will be encountered during construction. Please understand that the area in which the new building is being constructed is the City's Parks Department office and storage/work area. Prior to construction the contractor and Parks Director will meet on site and coordinate and determine areas to be utilized by the contractor for equipment and material storage during construction along with access requirements. Work will be occurring around and near existing structures and utilities to remain. Any damage to these structures or utilities due to construction will need to be repaired or corrected by the contractor immediately.

**4. PROJECT SCOPE**

A new cold storage and maintenance building will be constructed at the City of Medina's Reagan Park Parks Department yard, for use by City Parks Department personnel. The intent of the Work included within this contract is to provide for the construction of the new cold storage and maintenance building. This new building will replace an existing undersized and dilapidated storage building.

Bidders are advised that the demolition of the old building will be completed under a separate contract. In addition all site work and electrical work, as shown on the site plans included with the project plans for this project, will be completed under a separate contract as well. The contractor for the cold storage and maintenance building, to be constructed under this contract, will be responsible for coordinating his efforts with the contractor completing both the demolition and site work. Depending on the timing of the work the Contractor will need to allow room on site for the site contractor's equipment and materials. Prior to the start of construction the City will conduct an onsite Pre-Construction Meeting to go over the project administration and discuss areas of the site to be used by the contractor for equipment and material storage. Again, this is the City's Parks Department office and yard and will need to continue to operate and function during construction. Coordination of access and use of space between the contractor and the Parks Department personnel will need to occur on a daily basis during construction.

A. Work Not Included Under this Contract: Copies of the drawings for the site work associated with the new cold storage and maintenance building have been included within the project plans for this contract. The contractor should familiarize himself with the site work to be performed under a separate contract to get an understanding of the site and the overall finished product sought by the City and items that will need to be coordinated with the site contractor. Site related work to be completed under separate contract is as follows:

- a. Demolition, removal and disposal of the existing building.
- b. Removal of existing asphalt pavement in area of new building.
- c. Removal and disposal of existing building floor slab.
- d. Removal and disposal of four (4) existing bollards near the existing building.

- e. Disconnection of existing electrical service from the old building.
  - f. Relocation and mounting of electrical service panel in new building.
  - g. Rough grading for building pad preparation.
  - h. Installation of storm sewer for down spout drains.
  - i. Installation of perforated drain pipe to drain the west side of the new building.
  - j. Installation of aggregate along the west and south sides of the new building.
  - k. Installation of asphalt pavement to repair areas disturbed with the site work.
  - l. Supply and installation of all electrical work associated with the new building.
- B. Work Included As Part Of This Project: The work covered within this project is limited to the construction of the cold storage and maintenance building. The Contractor shall provide for the full performance of the work as detailed in the Construction Documents and as noted below. Below is a general list of the work included, but the Contractor shall complete all work as necessary to complete the work listed below. The scope of work is as defined herein and as indicated on the Construction Documents and all work shall be performed in accordance with the Construction Documents. The Contractor agrees to perform all work as indicated on the Construction Documents, providing all labor, materials, equipment, and supervision necessary for the completion of the work. The Contractor agrees to provide all accessories materials and equipment as necessary for a complete project whether specifically identified or not on the Construction Documents, but necessary to complete the Work.

COLD STORAGE AND MAINTENANCE BUILDING (all items included as part of the Base Bid unless indicated to be an alternate)

- a. Protection of all existing structure and existing utilities that are near the work.
  - b. Excavations as required to perform the foundation work.
  - c. Final grading of the existing building pad for installation of the concrete floor and entry aprons.
  - d. Building foundations and related work.
  - e. Furnish and install the post wood framed building as indicated in the documents including, but not limited to, structural post, headers, girts, roof trusses, lateral bracing, and related fasteners and anchors.
  - f. Interior concrete to the extent indicated in the documents, including insulation where noted.
  - g. Roof and siding systems including, but not limited to, metal roofing, metal siding, gutters, downspouts, fascia, soffits, flashing, trim and accessories.
  - h. Doors, frames, windows, and hardware as indicated in the documents.
  - i. Furnish and install exterior concrete apron over insulation at overhead doors.
  - j. Furnish and install the foundation for the mezzanine.
  - k. Construction of a structural mezzanine (Alternate A-1).
  - l. Provide stairs and guard rails for mezzanine (Alternate A-1).
- The contractor will need to coordinate his work with the contractor completing the site work and rough grading of the building pad. The Owner, site contractor and building contractor will all meet on site prior to the start of the building construction to inspect the existing building pad grading and condition. Based on this meeting all three parties involved shall determine if the existing building pad grading is acceptable to begin construction of the building. Once accepted,

the building contractor will be responsible for any minor final grading adjustments necessary for the building floor installation once the foundation poles have been installed.

- The owner is responsible for all permit fees for this Work. The owner is also responsible for any utility tap-in fees that maybe assessed to the project and this Work. The owner will be responsible for all subgrade and concrete testing associated with the work. The contractor is responsible for coordinating and scheduling all inspections required for this work. The contractor is responsible for all costs as required for any special inspections as noted in the specifications or required by the Ohio Building Code and for all construction testing as required by the specifications or Ohio Building Code.
- The contractor and all subcontractors working on this project are responsible to be licensed and bonded in accordance with applicable requirements of the City of Medina. All contractors and subcontractors will need be registered with the City of Medina to complete work on this project. Please contact the City of Medina Building Department at (330) 722-9030 for more information. Please note that you do not have to be registered to submit a bid. Registration will only be required once the project is awarded.

#### **5. UTILITIES**

- The contractor shall give due notice to the owners of all utilities and shall see that their property is properly supported and protected before disturbing, undermining, or interfering with the same. And in no case shall the service of any such utility be disrupted or interfered with, without written consent of the owner thereof, and in case of sewer, pipe, conduit, pole or other public utility property is damaged or must be moved or supported, the repair, removal or supporting shall be done by the owner and the contractor shall pay all necessary expense in connection therewith.
- Under this contract there are no anticipated utility involvement. The existing/proposed electrical work will be completed under a separate contract. No other utilities are proposed for the new building.

#### **6. NPDES PERMIT**

The Contractor is not responsible to submit an NOI to the OEPA regarding the performance of the work, but the Contractor is responsible to coordinate his activities with the City of Medina and to conform to all requirements and/or limitations associated with the City's NPDES permit for the site (if applicable). The Contractor shall provide a protected site for hazardous materials and shall provide facilities for cement washout in accordance with the NPDES permit and OEPA requirements.

#### **7. LABOR RATES AND PAYROLL REPORTING REQUIREMENTS**

The work of this project is being performed for the "City of Medina". All work completed as part of this project must be completed in strict accordance with the requirements of Ohio Revised Code 4115 which requires all labor to be performed in accordance with State of Ohio prevailing wage requirements. The current (2024) State of Ohio prevailing wage threshold for "New" building construction is \$250,000. *Given that the anticipated cost for this contract will be less than \$250,000 the prevailing wage requirements set forth by the State of Ohio will not apply to this project.*

#### **8. GENERAL CONDITIONS**

- The General Conditions for the contract are contained within the Contract. A draft copy of

the contract is available for review within these contract documents.

- **Subletting or Transfer of Contract:** No part of the work shall be sublet, nor shall the contract for the whole or any part of the work be assigned, unless by the previous written consent of the Service Director.
- **Working Hours**  
The Contractor can only perform work between the hours of 7:00 AM and 7:00 PM on weekdays and 8:00 AM and 5:00 PM on weekends and legal holidays.

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

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

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

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

- **Superintendent**  
In the absence of the contractor, the work shall be in charge of a competent superintendent who shall have full authority to act for him and to supply labor and materials and to do anything necessary to properly receive and obey the instructions of the Engineer.
- **Damages and Claims**  
The contractor shall save the City of Medina, its officers and agents harmless from all claims of any nature whatsoever by any person, firm or corporation, for damages either to person or property, arising out of the performance of the work and against liability from all claims relating to labor or materials furnished for the work.

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

- **Plans and Specifications**  
The specifications are intended to describe and provide for the complete work. The work herein provided for is to be complete in every detail, notwithstanding that every item necessarily involved is not particularly mentioned. The right is reserved by the Engineer to

correct any errors or omissions in said plans or specifications whenever such correction is necessary for the proper fulfillment of the intention of the plans or specifications.

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

- Lines and Grades

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

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

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

- Public Travel Not Be Obstructed

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

- Access to Property

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

- No Incompetent Person To Be Employed

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

- Prices

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

- Alterations

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

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

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

## 9. OWNER

- The City of Medina is the owner of the real property and all insurance related to the project shall include the City of Medina and its agents as additionally insured.

## 10. DATE OF COMMENCEMENT, PROGRESS OF WORK AND COMPLETION

- Date of Commencement

With the award of a Contract, the Owner will issue a "Notice to Proceed". The Notice to Proceed shall establish the date upon which the Contractor may begin physically working on the site. The Owner will secure a "Notice of Commencement" (NOC) for the project and shall forward a copy of the NOC along with the Notice to Proceed to the Contractor for posting at the project site.

- Progress of Work

The contractor shall notify the Service Director at least seven days prior to the date he plans to commence work and he shall be expected to complete the contract by the completion date specified in the proposal and contract. In case this time is exceeded, the Service Director is hereby authorized to deduct and retain out of the payments which may be due or become due the contractor liquidated damages for each and every day the work is delayed beyond the time so stipulated. The specific amount of liquidated damages will be \$250.00 per day for each day the work is not completed after the completion date. The sum specified herein will be deducted, not as a penalty but as liquidated damages, provided that due account shall be taken of any adjustments of the completion date granted by the Service Director.

The time may be extended by the Service Director upon written request by the contractor stating sound reasons for the extension, such as, bad weather, strikes, or unforeseen

conditions. However, the contractor will be responsible for the lights, signs, and barricades and the condition of the work during any suspension of work and until the entire contract is completed and accepted by the City.

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

- Completion:

The Contractor shall achieve Completion of the entire Work in a timely manner and in accordance with the time line established in the bid. Failure on the Contractor's part to complete the project within the specified time of the contract shall be deemed a breach of contract and the Contractor shall be responsible to compensate the Owner for any damages the Owner may suffer as a result of the Contractor's failure to complete the work within the required time. Reference 'Project Closeout' within this section of the Contract Documents for further information.

## **11. PAYMENTS**

- The Contractor shall refer to the Owner's Contract and General Conditions for specifics on the "Applications for Payment" process, payment schedules, lien waiver requirements, retainage, etc. The following is a general outline of the requirements.
  - i. Applications for Payments shall be submitted by the first of the month for all work performed during the previous month. Prevailing wage reports for the subject pay period must be submitted with the Application for Payment (when applicable).
  - ii. Applications for Payment shall include a list of all parties covered by the payment, along with the specific dollar value due them.
  - iii. All approved payments will be less 10% for retainage.
  - iv. Within 14 days of payment by the Owner, the Contractor shall furnish lien releases for all parties covered by the payment for the total value of the payment.
  - v. Within 14 days of payment, the Contractor shall furnish an Affidavit of Payment of Debts and Claims for the project covering the full value of the payment.
- Prior to the issuance of the final payment, the Contractor shall have completed all the project closeout requirements listed in the General Requirements of this project.
- Final Pay Estimate

The Engineer shall, as soon as practicable, after the completion of the entire work by the contractor, and its acceptance by the Engineer and the Service Director, make a complete and final estimate of the work done hereunder. Such final estimate, after deducting therefrom all previous payments shall be due the contractor after said completion and acceptance,



providing the same is free from all claims for labor and material under these specifications, which might in any manner become a lien upon said work or upon the City and the contractor has executed said maintenance bond. The acceptance by the contractor of such final estimate shall constitute a release to the Council of the City of Medina and all officers or agents thereof from all claims and liability of the contractor for any reason whatsoever except claims for final payment herein provided for. All prior partial estimates shall be subject to correction in the final estimate.

- Claims for Labor and Material

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

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

## **12. CHANGES IN THE WORK**

- The Owner, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or modifications, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the work shall be authorized by written Change Order signed by the Owner and Contractor and shall be processed in accordance with the General Conditions of the Contract.
- The Contract Sum and Contract Time shall be changed only by Change Order.
- The cost or credit to the Owner from a change in the Work shall be determined by mutual agreement. The Contractor may be required to furnish documentation, invoices, material quotes, and similar proof to justify proposed changes in costs.
- Should the City Engineer deem it advisable to have any extra work done not originally contemplated under this contract, said extra work shall be done by the contractor only subsequent to and in conformity with a subsidiary written agreement between the parties to this contract, in which agreement the prices to be paid for said extra work shall be fixed and agreed upon. In case the parties to this contract fail to agree upon the terms of said subsidiary agreement, the Council shall have the right otherwise to provide for the execution of said work, and the contractor shall permit the doing of the same and shall afford every necessary opportunity therefor, and further shall not be entitled to any claim for damages due to the delay or detention caused thereby.

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

### **13. PROTECTION OF PERSONS AND PROPERTY**

- The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
  - i. Employees of the Work and other persons who may be affected thereby;
  - ii. The Work and materials and equipment to be incorporated therein; and
  - iii. Other property at the site or adjacent thereto.
- The Contractor shall give notice and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from injury, damage or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible except for damage or loss attributable to acts or omissions of the Owner or by anyone for whose acts they may be liable, and not attributable to the fault or negligence of the Contractor.
- The Contractor shall comply with all applicable regulations of Ohio Department of Transportation, Specification 614, Maintaining Traffic when performing work within the area of the road Right of Way.
- The Contractor shall comply with all applicable ordinances and regulations of the City of Medina in regards to the performance of construction activities within the City.
- The Contractor shall comply with all applicable regulations of Chapter 1926, Safety and Health Regulations for Construction of the Occupational Safety and Health Administration (OSHA) of the US Department of Labor.
- The Contractor shall comply with all applicable regulations of Chapter 33, Safeguards During Construction of the Ohio Building Code including, but not limited to sections 3303- Demolition, 3306-Protection of Pedestrians, 3307-Protection of Adjoining Property, and 3308-Temporary Use of Streets, Alleys and Public Property.
- Damage to Property to be Guarded Against  
Damages to the adjacent property or structures must be carefully guarded against, especially in making excavations. The contractor shall be responsible for all damages to the full extent, if the same are occasioned through neglect or failure on his part, or that of anyone in his employ, to take all necessary or proper precautions to prevent the same, and he shall assume all risk of damage to any portion of his work.

The contractor shall put up and maintain suitable colored lights, and all other necessary and proper protection for any obstruction that he may place, or cause to be in any public highway or ground, and shall hold the City harmless from any and all claims for damage, to persons or property that may arise out of or be occasioned by the carelessness, neglect, default, or

oversight on the part of the contractor, or anyone in his employ. The contractor shall make no claim against the City for damages or loss occasioned by the elements or from any other causes for which the City is not responsible.

**14. INSURANCE**

- The Contractor shall purchase from and maintain in a company or companies lawfully authorizes to do business in the jurisdiction in which the Project is located insurance for protection from claims under workers’ or workmen’s compensation acts and other employee benefits acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor’s operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor’s obligation under this contract. Certificates of such insurance shall be filed with the Owner prior to the commencement of the Work.
- The insurance required shall be written for not less than the following limits, or greater if required by law. The Owner, the City of Medina, and their agents, and employees shall be named as additional insured.

1. Workers Compensation Statutory

2. General & Comprehensive Liability

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

- The Owner shall be responsible for purchasing and maintaining the Owner’s usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self-protection against claims which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining this optional Owners liability insurance unless specifically required by the Contract Documents.
- Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance upon the entire Work at the site to the fully insurable value thereof. This insurance shall be on an all-risk policy and shall include interests of the Owner, the Contractor, Subcontractor and Sub-subcontractor in the Work and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, and malicious mischief.

**15. BONDS and WARRANTIES**

a. **BONDS**

- a. **Bid Bond**: Each bid must be accompanied by a Certified or Cashier's Check, or a Bid Bond, in the amount of ten percent (10%) of the total amount bid, made payable to the City of Medina, Ohio as a guarantee that if the bid is accepted, a contract will be entered into with the City within thirty (30) days, and in default thereof, said check or bond will be forfeited to the City of Medina as liquidated damages.
- b. **Performance Bond**: The successful bidder shall be required to furnish a Performance Bond in the amount of one hundred percent (100%) of the contract price.
- c. **Maintenance Bond**: **NOT APPLICABLE WITH THIS PROJECT.** A maintenance bond will be required to cover all site improvements (storm sewer and structures, water line, paving and sidewalk, etc.). Upon completion of the project, the contractor shall be required to execute a Maintenance Bond in the amount of ten percent (10%) of the final estimate covering a period of twenty-four (24) months commencing from the date of said final estimate.

b. **WARRANTIES**

- a. Contractor to warrant materials and workmanship on the cold storage and maintenance building for a period of twelve (12) months. Any other products and equipment that have additional warranties (such as the mechanical system, roof, etc.) shall be supplied to the City prior to final payment.

**16. CORRECTION OF WORK**

- The Contractor shall promptly correct work rejected by the Owner or failing to conform to the requirements of the Construction Documents, whether observed before or after Completion.
- **Workmanship and Material**  
All materials and workmanship shall be strictly first-class of the grade specified and shall be subject to the inspection and rejection of the Engineer or his authorized agent, and all materials condemned by him shall be immediately removed from the work.

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

**17. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

- The Owner and the City of Medina reserve the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts within connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to these, including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner or City of Medina, the Contractor shall make such claim as provided elsewhere in the Contract Documents.

- The Contractor shall afford the Owner and separate contractor's reasonable opportunity for the introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
- Costs caused by delays, improperly timed activities or defective construction shall be borne by the party responsible therefor.

#### **18. GENERAL REQUIREMENTS**

- PROGRESS MEETINGS - Prior to commencing with work under this project, the Contractor shall schedule a project start-up meeting. This meeting shall review project requirements, conditions, and scheduling. The meeting shall include representatives of all subcontractors and the Owner's designated representative to be determined. During the period of construction, the Architect may require additional progress meetings on a weekly basis. The Contractor shall provide a job site trailer capable of hosting the meetings on site. The trailer shall be equipped with table & chairs and shall include space to maintain approved construction documents and submittals on site. The trailer shall be provided with lights, heat, and air conditioning to maintain a temperature level between 65 degrees and 75 degrees. The location of the job trailer shall be as directed and approved by the Owner.
- FIRE PROTECTION
  - i. The Contractor shall maintain 20# ABC type fire extinguishers on the job site at all times while work is being performed on the project. Provide a minimum of two (2) extinguishers to be located in prominent locations. Provide additional extinguishers when performing hazardous work when required by OSHA and Ohio Fire Code requirements.
  - ii. The Contractor shall maintain the job site free of waste and debris and shall provide for the daily removal of combustible materials from the project & from the site. The Contractor shall not burn any debris.
  - iii. Gasoline and other volatile and flammable liquids shall be stored in accordance with Ohio Fire Code requirements and shall not be stored within the building.
  - iv. Smoking shall not be permitted on the job site.
- TEMPORARY WATER - Water may or may not be directly available on the site. The Contractor shall make all necessary provisions to provide temporary water as may be necessary for the construction.
- TEMPORARY ELECTRIC - Electric may or may not be directly available on the site. The Contractor shall make all necessary provisions to provide temporary electric as may be necessary for the construction. All temporary work shall conform to NEC requirements and shall be subject to inspection by the electrical inspector.

- TEMPORARY SANITARY -The Contractor shall provide temporary toilet facilities during the period of construction. Coordinate the location of temporary toilet facilities with the Architect, but the temporary facilities shall be located so as to be screened from view by visitors in the cemetery to the greatest extent possible.
- RUBBISH & DEBRIS - The Contractor shall remove off site all rubbish and debris. The City shall furnish to the Contractor a 20 yard roll off container at no cost to the Contractor for construction debris (wood, steel, plastic). This City provided dumpster is to be used for debris associated with construction of the new maintenance building only. Coordination of the location of the trash dumpster will be through the City Parks Department and the City Sanitation Department. Rubbish and Debris disposal shall conform to the NPDES requirements of the site development portion of the project. The Contractor shall provide a hazardous materials storage area and cement washout facilities conforming with the NPDES permit and OEPA requirements.

#### **19. SHOP DRAWINGS, PRODUCT DATA, SAMPLES**

- GENERAL
  - i. The Contractor and subcontractors shall submit Shop Drawings, Product Data, and Samples were indicated in the specifications or when requested by the Architect. The Architect will provide a schedule of required submittals once the Project has been awarded. All submittals shall be done in a prompt fashion. No products or materials shall be ordered or fabricated prior to approval of submittals.
  - ii. All submittals shall contain the following information:
    1. Date
    2. Project Title
    3. Contractor
    4. Supplier
    5. Manufacturer
    6. Product Identification
    7. Contractors approval stamp
- SHOP DRAWINGS
  - i. Shop drawings for this project shall be prepared and identified specifically for this project.
  - ii. Shop drawings shall reflect actual measurements taken at the site when practical. Indicate changes or variations from contract documents.
  - iii. Submittal of the shop drawings shall be electronically via email unless stated differently during the Pre-Construction Meeting. All submittals will be reviewed and approved by the Engineer/Architect. Material shall not be ordered or purchased until submittals of the materials area approved by the Engineer/Architect.
- PRODUCT DATA
  - i. Submit manufacturer's literature, clearly indicating products, models, performance characteristics, capacities, dimensions, required clearances, piping and wiring diagrams, colors, and finishes.

- ii. Submit copies of product data electronically via email with coversheet or transmittal attached clearly indicating project name.
- SAMPLES
  - i. Submit samples for review and selection of products and materials as indicated in the specifications.
  - ii. Samples shall be of sufficient size and quality to clearly illustrate range of color, texture, and pattern. Photographic and printed reproductions are not acceptable submittals for samples required.
- CONTRACTOR'S RESPONSIBILITIES
  - i. Contractor shall review all submittals prior to submission and shall note and approve the submission prior to forwarding to the Architect for review.
  - ii. Contractor shall coordinate submittal requirements with the work of the contract documents.
  - iii. Contractor shall field confirm measurements and construction criteria and verify catalog numbers and conformance with specifications.

## **20. PROJECT CLOSEOUT**

- The Contractor shall submit the following documents (when applicable) with a letter indicating all work is complete and in accordance with the project documents and the project is ready for final inspection.
  1. Contractor's Affidavit of Payment of Debts and Claims (3 copies).
  2. Release/Waiver of Liens indicating payment in full for all parties providing work on the project (3 copies).
  3. Project Maintenance Manual - Two (2) copies to include copies of all manufacturer's literature on all products and equipment incorporated into the project including manufacturer's warranty information.
  4. Project As-Built Documents.
  5. Submittal of maintenance bond (for site improvements) and all material and equipment manufacturer's warranties.
  6. Signed final pay estimate.
  7. Completion of all punch list items.