

# **CITY OF CELINA**



## **2009 SIDEWALK PROGRAM**

### **BID DOCUMENTS**

**September 2009**



**CITY OF CELINA ENGINEERING DEPARTMENT  
426 WEST MARKET STREET**

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## ADVERTISEMENT FOR BIDS

Sealed bids will be received until **2:00 pm, local time**, on the **1st day of October, 2009**, by the City of Celina, Ohio, at the office of the Safety-Service Director at 426 West Market Street, Celina, Ohio, for the project known as **2009 SIDEWALK PROGRAM** and opened immediately thereafter.

This project includes the supplying of all labor, equipment and material necessary to remove and construct concrete curbs, sidewalks and combined curb/sidewalks within the City of Celina.

A bid security equal to 10 percent of the bid or a combination bid/contract bond for the full amount of the bid is required. Bonding requirements along with other bid submission information are described in the "Information to Bidders" section of the bid documents. Any additional information concerning the scope of the project may be obtained from the City of Celina Engineering Department at 426 West Market Street, Celina, Ohio, Phone 419-586-1144. An authorized representative of the bidder shall properly sign all bids.

The City reserves the right to reject any and all bids, waive minor irregularities or errors, if it appears that such were made inadvertently, or to accept such bid as, in the opinion of the City, will be in the best interest of the City of Celina, Ohio.

BY ORDER OF:  
*Rick Bachelor*  
Safety-Service Director

TO NEWSPAPER:  
Advertise: **9/16/09 & 9/23/09**  
Furnish one affidavit

## INFORMATION FOR BIDDERS

**1. Receipt and Opening of Bids:** The City of Celina (herein called the "Owner"), invites bids on the attached form, which must be appropriately filled in. Bids will be received by the Owner as stated in the ADVERTISEMENT FOR BIDS, and then, at the location noted, publicly opened and read aloud. Envelopes containing bids must be sealed, addressed to Director of Public Service and Safety at 426 West Market Street, Celina, OH, 45822 and designated as bid for the project involved. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities, or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids, or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

**2. Subcontracts:** The bidder is specifically advised that any person, or other party to whom it is proposed to award a subcontract under this Contract, must be acceptable to the Owner.

**3. Bid Modification:** Any bidder may modify his bid by written communication at any time prior to the scheduled closing time for receipt of bids, provided such communication is received by the Owner prior to the closing time.

**4. Method of Bidding:** The Owner invites the following bid(s): UNIT PRICE BIDS

**5. Qualifications of Bidder:** Each bid shall contain the name and address of every person or company interested therein, with their official status. The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work; and the bidder shall furnish the Owner all such information for this purpose. The Owner reserves the right to reject the bid from any bidder who fails to satisfy the Owner that they are properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

The bid shall be signed and, if necessary, shall be accompanied by Power of Attorney. Incorporated Companies must furnish evidence by their Board of Directors that the person signing the Bid, Contract and Contract Bond has been duly authorized.

**6. Bid Deposit:** All bids shall be accompanied by a "bid guaranty" in the form of either a "Bid Guaranty and Contract Bond" for the full amount of the bid, or by bid security, which may be a **bid bond, certified check, cashier's check or letter of credit** equal to **10 percent** of the total bid estimate, drawn in favor of the Owner. Letters of credit may only be revocable by the Owner.

The "Bid Guaranty" submitted with a bid will be held as security guaranteeing, that if the bid is accepted, a Contract will be entered into. The bid deposit is returned to all but the lowest bidders within five days of the bid opening, and to all the rest after the Contract is executed, with the exception of combined bid/contract bonds of successful bidders.

**7. Liquidated Damages for Failure to Enter into Contract:** The successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

**8. Performance Bond:** The successful bidder will be required to provide a **Performance Bond**, if other than a "Bid Guaranty and Contract Bond" is provided, in an amount not less than **100 percent** of the contract price in favor of the Owner, conditioned upon the faithful performance of the Contract, and completion within the time stipulated in the Contract. The Owner may accept an unconditional Letter of Credit in lieu of a Performance Bond.

**9. Power of Attorney:** Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

**10. Time of Completion and Liquidated Damages:** Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within the time period as agreed to in the contract documents. Bidder must agree also to pay as liquidated damages the amount listed for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

**11. Conditions of Work:** At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read, and to be thoroughly familiar with, the plans and Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his bid.

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

**12. Addenda and Interpretations:** No interpretations of the meaning of the plans, specifications or other prebid documents will be made to any bidder orally.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed or faxed to all prospective bidders (at the addresses furnished by the bidders for such purpose), no later than two days prior to the bid opening date. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

**13. Notice of Special Conditions:** Attention is particularly called to those parts of the Contract Documents and specifications, which deal with the following:

- a. State prevailing wage regulation requirements. **(State wage rates are not required.)**
- b. Required bidder affidavits.

**14. Laws and Regulations:** The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

**15. Method of Award ) Lowest Qualified Bidder:** If at the time this Contract is to be awarded, the lowest and best base bid submitted by a bidder meeting the city's qualifications does not exceed the amount of funds estimated by the Owner as available to finance the Contract, the Contract will be awarded.

**16. Safety Standard and Accident Prevention:** With respect to all work performed under this Contract, the Contractor shall exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

**17. Additional Obligations Upon Contract Award:** Upon award of the contract, but prior to its execution and notice to proceed, the contractor shall submit all of the following documents, completed as required:

- a. Acceptance of Notice of Award
- b. Contract
- c. Insurance Certificate(s) and/or policy(ies)
- d. Performance Bond (or Letter of Credit)
- e. Signed required affidavits.

**18. Foreign Corporations and Contractors:** Definition: "Foreign Corporation" means a corporation incorporated under the laws of another state. No contract shall be entered into with a foreign corporation until the Secretary of State has certified that such corporation is authorized to do business in Ohio; and until, if the bidder so awarded the Contract is a person or partnership, it has filed with the Secretary of State a Power of Attorney designating the Secretary of State as its agent for the purpose of accepting service of summons in any action brought under Section 153.05 of the Ohio Revised Code or under Sections 4123.01 to 4123.94, inclusive of the Revised Code.

**BID GUARANTY AND CONTRACT BOND  
(SECTION 153.571 OHIO REVISED CODE)**

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

\_\_\_\_\_ as Principal and  
(Name and Address)

\_\_\_\_\_ as Surety, are hereby  
(Name of Surety)

held and firmly bound unto hereinafter called the Oblige, in the penal sum of the dollar amount of the bid submitted by the Principal to the Oblige on \_\_\_\_\_ to undertake the Project known as \_\_\_\_\_ the penal sum referred to herein shall be the dollar amount of the Principal's bid to the Oblige, incorporating any additive or deductive alternative proposals made by the Principal on the date referred to above to the Oblige, which are accepted by the Oblige. In no case shall the penal sum exceed the amount of dollars (\$\_\_\_\_\_). For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

**THE CONDITION OF THE ABOVE OBLIGATION IS SUCH**, that whereas the above named Principal has submitted a bid on the above referred to project;

**NOW THEREFORE**, if the Oblige 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 Oblige 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 Oblige may in good faith Contract with the lowest bidder to perform the work covered by the bid; or in the event the Oblige does not award the Contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Oblige the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new Contract Documents, required advertising, and printing and mailing new notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect. If the Oblige accepts the bid of the Principal and the Principal, within ten 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

IF THE SAID Principal shall well and faithfully perform each and every condition of such Contract; and indemnify the Oblige 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 therefore; and shall pay all lawful claims of Subcontractors, materialmen, and laborers for labor performed and materials furnished in the carrying forward, performing, or completing of said Contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Oblige 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 modification, omissions, or additions in or to the terms of said Contract, or in or to the plans and specifications therefore, shall in any way affect the obligations of said Surety on this 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 \_\_\_\_\_, 2009.

**PRINCIPAL:**

\_\_\_\_\_

**BY:**

\_\_\_\_\_

**TITLE:**

\_\_\_\_\_

**SURETY:**

\_\_\_\_\_

**ADDRESS:**

\_\_\_\_\_

**BY:**

\_\_\_\_\_

(Attorney-in-Fact) (City) (State) (Zip)

**SURETY AGENT'S ADDRESS:**

\_\_\_\_\_  
(Agency Name)

\_\_\_\_\_  
(Street]

\_\_\_\_\_  
(City) (State) (Zip)

**BID FORM  
2009 SIDEWALK PROGRAM**

Proposal of \_\_\_\_\_,  
(Company)

hereinafter called "Bidder"; doing business as  
(Check type of business)

- a corporation, organized and existing under the laws of the State of \_\_\_\_\_,
  - a partnership, or
  - an individual
- to the City of Celina, Ohio, hereinafter called the "Owner".

**Gentlemen:**

The Bidder, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the Contract Documents.

The Bidder hereby agrees to commence work under this Contract on or before a date to be specified in the "Notice to Proceed" from the Owner, and to fully complete the project within \_\_\_\_\_ consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to the conditions as set forth in the General Conditions concerning liquidated damages.

The Bidder acknowledges the receipt of the following addendum:

\_\_\_\_\_

The prices as written on the following bid form sheet shall include all labor, materials, overhead, profit, insurance, etc., to cover the finished work of the kinds called for. These prices cover all expenses incurred in performing the work required under the Contract Documents of which this proposal is a part. The Bidder agrees payment will be made at the lump sum prices stated on the following bid form.

In the bid amounts listed below, (on following sheet) where shown in both words and figures, the amounts shown in words will govern.

The bidder proposes to supply all work and material necessary to do the new and replacement work as shown on the drawings and described in the specifications and any addenda thereto, at the locations stated and as directed by the engineer, **FOR THE FOLLOWING PRICES.**

Unit Price Bid Items.....

**Item 1**

\_\_\_\_\_ square feet of 4" thick replacement sidewalk @ \$ \_\_\_\_\_ per square foot = Total item cost \$ \_\_\_\_\_

Unit cost in words \_\_\_\_\_

**Item 2**

\_\_\_\_\_ square feet of 6" thick replacement sidewalk @ \$ \_\_\_\_\_ per square foot = Total item cost \$ \_\_\_\_\_

Unit cost in words \_\_\_\_\_

**Item 3: Radii**

\_\_\_\_\_ square feet of 4" replacement sidewalk with \_\_\_\_\_ linear feet of curb @ \$ \_\_\_\_\_ per Radii = Total item cost  
\$ \_\_\_\_\_

Unit cost in words \_\_\_\_\_

Total project cost based on product of estimated quantities and unit costs \$ \_\_\_\_\_

The following bid forms have been completed and are attached to the bid.  
(check)

- Bid Guaranty
- Bid Form
- Experience Statement
- Certified Copy of Corporation Resolution, if applicable

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the bid date.

Upon receipt of written notice of the acceptance of this bid, the Bidder will execute the formal Contract attached within 10 days and deliver the documents as required within these Bid Documents.

Respectfully submitted:

BIDDER.....By \_\_\_\_\_

(Business Name) \_\_\_\_\_

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

(City, State, Zip) \_\_\_\_\_

(Phone) \_\_\_\_\_

Seal if Corporation.



**CERTIFIED COPY OF CORPORATION RESOLUTION**

\_\_\_\_\_  
**(Name of Company)**

I hereby certify that I am the duly elected and acting Secretary of

\_\_\_\_\_, a Corporation

duly organized and existing under the laws of the State of \_\_\_\_\_, that on the \_\_\_\_\_

day of \_\_\_\_\_, 2009, the Board of Directors of said Corporation

authorized and approved a certain Proposal to **THE CITY OF CELINA** for the construction of certain improvements known as \_\_\_\_\_

**(Project)**

by said Corporation, and any Contract resulting therefrom and empower

the \_\_\_\_\_ of said Corporation to execute

**(title of officer)**

said Proposal and Contract for and in behalf of said Corporation; that said authority is not contrary to any provision in the articles of incorporation or code of regulations or code of bylaws of said Corporation; that said authority has not been rescinded or modified; and that

\_\_\_\_\_ is duly elected and acting of said Corporation.

**(title of officer)**

**IN WITNESS WHEREOF**, I have hereunto subscribed my name on this

\_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
**Secretary**

**NOTICE OF AWARD**

**TO:**

**PROJECT:** \_\_\_\_\_

The City has considered the bid submitted by you for the above described work opened \_\_\_\_\_, 2009.

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

You are required to execute the Agreement and furnish the required documents as listed in the "Information to Bidders" within ten (10) days from the date of this notice.

If you fail to execute said Agreement and to furnish said documents within this ten (10) day period, the City may be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and your bid security forfeited. The City will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice to the City.

**DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009 .**

**CITY OF CELINA, OHIO  
OWNER**

**BY \_\_\_\_\_  
Rick Bachelor  
SAFETY-SERVICE DIRECTOR**

The following bid forms have been completed and are returned with this notice.

(check)

- Performance Bond
- Certificate of Insurance
- Affidavit Concerning Personal Property Taxes
- Non-Collusion Affidavit

**ACCEPTANCE OF NOTICE**

**Receipt of the above NOTICE OF AWARD is hereby acknowledged by:**

\_\_\_\_\_  
(Bidder)

this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

**TITLE:** \_\_\_\_\_

**O.R.C. SECTION 5919.042**

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

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

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

**STATE OF** )  
**COUNTY OF** ) **SS**

**TO:**

The undersigned, being first duly sworn, having been awarded a Contract by you for \_\_\_\_\_, hereby states that we are not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory, and that we were not charged with delinquent personal property taxes on any such tax list.

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

\_\_\_\_\_  
(SIGNATURE)

**Sworn to before me and subscribed in my presence this \_\_\_\_ day of \_\_\_\_\_, 2009.**

**Notary Public**\_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

The successful bidder need only complete the following non-collusion affidavit.

The Owner may require the successful bidder to submit this affidavit, executed after the bid opening, as a condition precedent to its award of a contract.

**AFFIDAVIT OF CONTRACTOR**

**STATE OF** \_\_\_\_\_ )  
**COUNTY OF** \_\_\_\_\_ ) **SS**

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

\_\_\_\_\_ being duly sworn, deposes  
(Contractor)  
and says that \_\_\_\_\_ is the \_\_\_\_\_  
(Owner/Partner/Pres. Sec. etc.)  
of \_\_\_\_\_, the party making the foregoing  
(Company Name)

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

**Signed:** \_\_\_\_\_

**Subscribed and sworn to before me, a notary public, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.**

\_\_\_\_\_  
**Notary Public**

**Seal**

## CONTRACT

THIS CONTRACT made as of the \_\_\_\_\_ day of \_\_\_\_\_  
in the year 2009 by and between **CITY OF CELINA**, hereinafter called the **OWNER**, and  
\_\_\_\_\_, hereinafter called the **CONTRACTOR**.

WITNESS THAT the **OWNER** and **CONTRACTOR** in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. WORK.** The Contractor will perform all Work as shown in the Contract Documents for the completion of the Project generally described as follows:

Furnish all labor, material, necessary tools, expendable equipment, utilities, transportation services, insurance and supervision to perform and complete the work required for the following project:

### **2009 SIDEWALK PROGRAM CONSTRUCTION PROJECT**

The work to be completed in strict accordance with the plans and specifications which are made a part of this Contract, and in strict compliance with the Contractor's Bid and other Contract Documents which are a part of this Contract; and the Contractor shall do everything required by this Contract and the other Contract Documents constituting a part hereof.

**Article 2. ENGINEER.** The Project has been designed for or by;

City Engineering Department  
City of Celina  
426 W. Market Street  
Celina, Ohio 45822

who will act as the **ENGINEER** in connection with completion of the Project in accordance with the Contract Documents.

**Article 3. CONTRACT TIME.** The work shall be completed within \_\_\_\_\_ calendar days after the date, which the Contractor is to start the Work as provided in the Contract Documents.

**Article 4. CONTRACT PRICE.** The Owner, for and in consideration of the true and faithful performance of the above stated work for the aforesaid project, hereby agrees to pay to the Contractor the appropriate sum of

\_\_\_\_\_ dollars (\$ \_\_\_\_\_).

The actual sum to be paid, however, will be the aggregate total determined by the work actually performed by the Contractor, calculated upon the unit or lump sum prices set forth in the bid schedule, unless noted otherwise in this agreement.

**Article 5. PROGRESS AND FINAL PAYMENTS.** The Owner may make progress payments on amount of the Contract Price as provided in the General Conditions.

Within thirty (30) days of final completion, all work should be invoiced and paid.

All payments shall be made in accordance with the provisions of State of Ohio Amended Substitute Senate Bill Number 330.

**Article 6. CONTRACT DOCUMENTS.** The Contract Documents, which comprise the Contract between the Owner and the Contractor, are attached hereto and made a part thereof, and consist of the following:

- Advertisement for Bids,
- Instructions to Bidders,
- Bid Documents, (Including Bonds)
- Contract Agreement,(Including Notice to Proceed)
- General Conditions, plus any Supplemental Conditions,
- The applicable wage rates,
- Specifications,
- Drawings and Plans,
- Any Addenda, and
- Any modifications, including Change Orders, duly delivered after execution of this Agreement.

**Article 7. MISCELLANEOUS.** The following miscellaneous items apply.

Terms used in this Agreement, which are defined in Article 1 of the General Conditions, shall have the meanings indicated in the General Conditions.

Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet, in whole or in part, his interest under any of the Contract Documents, and, specifically, the Contractor shall not assign any moneys due, or to become due, without the prior written consent of the Owner.

The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to such other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.

Each laborer, workman or mechanic employed by the Contractor, or any Subcontractor, or other person about or upon such public work, shall be paid the prevailing rate of wages included in this Contract.

The Contract Documents constitute the entire agreement between the Owner and the Contractor and may only be altered, amended or repealed by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

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

**BY** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**OWNER: CITY OF CELINA**

**BY** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**CERTIFICATE OF AVAILABILITY OF FUNDS**

**ATTEST:**

I, \_\_\_\_\_, City Auditor of the City of Celina, Ohio hereby certify that the money to meet this Contract has been lawfully appropriated for the purpose of the Contract, and is in the treasury of CELINA, OHIO, or is in the process of collection to the credit of the appropriate fund, free from prior encumbrance.

**Fund No.** \_\_\_\_\_

\_\_\_\_\_  
**Emily Stewart**  
**(City Auditor, City of Celina)**

**DATE** \_\_\_\_\_

**SEAL:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kevin M. McKirnan, Law Director

**NOTICE TO PROCEED**

**TO:**

**DATE:**

You are hereby notified to commence work on \_\_\_\_\_  
\_\_\_\_\_ in accordance with the Contract dated \_\_\_\_\_, 2009,  
(Project)  
on or before \_\_\_\_\_, 2009, and you are to complete the work  
within \_\_\_\_\_ consecutive calendar days thereafter. The date of  
completion of work is therefore \_\_\_\_\_, 2009.

**CITY OF CELINA  
(OWNER)**

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

**Rick Bachelor**

**TITLE: SAFETY-SERVICE DIRECTOR**

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice To Proceed is hereby acknowledged by:

\_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2009.

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

**TITLE:** \_\_\_\_\_

## GENERAL CONDITIONS

SECTION 1 ) DEFINITIONS AND TERMS  
SECTION 2 ) SCOPE OF WORK  
SECTION 3 ) CONTROL OF WORK  
SECTION 4 ) COMPLETION AND PAYMENT  
SECTION 5 ) INSURANCE  
SECTION 6 ) UTILITY NOTIFICATION  
SECTION 7 ) WAGE RATES

### SECTION 1 ) DEFINITIONS AND TERMS

The following terms as used in these Contract Documents are respectively defined as follows:

<b>Advertisement or Notice:</b>	The public announcement, as required by law, inviting bids for work to be performed Legal or materials to be furnished.
<b>Approved Equal:</b>	Whenever, in any of the Contract Documents, an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or approved equal", if not inserted, shall be implied. The specific article, material, or equipment mentioned shall be understood as indicating the type, function, minimum standard or design, efficiency and quality desired, and shall not be construed in such a manner as to exclude manufacturers' products of comparable quality, design and efficiency. The Contractor shall comply with the requirements of the Contract Documents relative to the Owner's approval of materials and equipment before they are incorporated in the Project.
<b>Award:</b>	The written acceptance by the Director of a bid.
<b>Bid or Proposal:</b>	The offer of a bidder, on the prescribed form properly signed and guaranteed, to perform the work, and to furnish the labor and materials at the prices quoted.
<b>Bidder:</b>	As individual, firm or corporation submitting a bid for the advertised work, acting determined by the Director.
<b>Change Order:</b>	A written order covering changes in the plans or quantities or both, within or beyond
<b>City or Owner:</b>	The City of Celina, Ohio.
<b>Completion Date:</b>	The date, as shown in the Proposal, on which the work contemplated shall be completed.
<b>Contract:</b>	The written agreement between the City and the Contractor setting forth the obligations of the parties thereunder. The Contract consists of the Contract Documents which include Advertisement, Instruction to Bidders, Proposal, Materials Supplemental Conditions, Special Provisions, General and Detailed Plans, Notice to Contractor, Change Orders and Supplemental Agreements that are required to complete the work in an acceptable manner, all of which constitute one instrument.
<b>Contract Bond or Bond:</b>	The approved forms of security, executed by the Contractor and his sureties, performance guaranteeing complete execution of the Contract, and the payment of all legal debts pertaining to the project.

<b>Contract Item:</b>	A specifically described unit of work for which a price is provided in the Contract.
<b>Contractor:</b>	The person, persons, firm, partnership, company or corporation entering into this
<b>Director:</b>	The Safety-Service Director of the City of Celina, Ohio.
<b>Engineer:</b>	The member of the City Engineering Department designated to the project.
<b>Equipment:</b>	All machinery and equipment necessary for the proper construction and acceptable
<b>Extra Work:</b>	An item of work not provided for in the Contract as awarded, but found essential to
<b>He/She:</b>	Wherever the masculine term is used, the feminine term may be substituted.
<b>Inspector:</b>	The Engineer or his authorized representative.
<b>Labor:</b>	The supplying, performance and/or inclusion of all labor, construction, erection, necessary to complete the Contract.
<b>Letter of Credit:</b>	A document from a bank that shall be irrevocable by anyone other than the city's
<b>Materials:</b>	Any materials specified for use in the construction of a project and its appurtenances.
<b>Plans:</b>	The plans, profiles, typical cross sections, working drawings and supplemental drawings
<b>Preliminary Estimate:</b>	The preliminary estimate given is approximate, and shall be binding on neither party to this Contract.
<b>Specifications:</b>	The directions, provisions and requirements contained herein as supplemented by the Supplemental Specifications and Special Provisions. In case of difference between Specifications and Plans, the Specifications shall take precedence, unless noted otherwise by the Engineer.
<b>Subcontractor:</b>	An individual, firm or corporation to whom the Contractor sublets part of the Contract to be performed on the job site and who meets the qualifications as determined by the Director.
<b>Surety:</b>	The person, partnership, firm or corporation, other than the Contractor, executing the Contractor's Performance Bond securing the performance of the within Contract.
<b>Shall and Must:</b>	Where these words are used, they will be construed as mandatory on the party concerned.
<b>The Work:</b>	The Work consists of all elements of the project as described by the Contract and Supplemental Agreements thereto.

## **SECTION 2 ) SCOPE OF WORK**

### **INTENT OF CONTRACT:**

The intent of the Contract is to provide for the construction and completion in every detail of the work described. The Contractor shall perform all items of work covered and stipulated in the Proposal, including furnishing of all labor, materials, equipment, tools, transportation and supplies required to complete the work in accordance with the terms of the Contract. Should any misunderstanding arise as to the intent or meaning of the Plans, Specifications, Special Provisions or Proposal, or any discrepancy appear, the decision of the Director shall be final.

### **ALTERATION OF PLANS OR CHARACTER OF WORK:**

The City reserves the right to make, before or during the progress of the work, such increases or decreases in quantities, and such alterations in the details of construction, as may be found to be necessary or desirable. Such changes shall not invalidate the Contract, nor release the surety, and the Contractor agrees to perform the work, as altered, the same as if it had been a part of the original Contract. The altered work shall be paid for at the same unit prices as stipulated in the Contract for the corresponding parts of the work, unless such alterations change the character of the work to be performed or the cost thereof. No claim shall be made by the Contractor for any loss of anticipated profits because of any such alteration, or by reason of any variation between the approximate quantities, and the quantities of work as done. If the character of the work or the unit costs are materially changed, an allowance shall be made on such basis as may have been agreed to in advance of the performance of the work, or in case no such basis has been previously agreed upon, then an allowance shall be made in such amount as the Director may determine to be fair and equitable.

Should the Contractor encounter physical conditions at the site that are of an unusual nature and differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract, the Director shall be promptly notified of such conditions before they are disturbed. The Director will promptly investigate the conditions, and if he finds cause for an increase or decrease in the cost of, or the time required for performance of the Contract, an equitable adjustment will be made.

### **EXTRA WORK:**

No extra work shall be done except by a properly executed Change Order. Such Change Order shall be issued only after value of such extra work shall have been determined and/or agreed upon. Extra work performed in accordance with the requirements will be paid for at the unit prices or lump sum stipulated in the order authorizing the work.

### **MAINTENANCE OF TRAFFIC:**

When construction interferes with local traffic, facilities for pedestrian and vehicular ingress and egress shall be provided for the properties adjacent to the work. For through traffic, special provisions will have to be made for detours or temporary right-of-way.

### **PROTECTION OF ADJACENT PROPERTY:**

The Contractor shall at all times protect adjacent property, on or to premises, from damage of any kind during the progress of the work.

### **MATERIAL STORAGE:**

All materials, delivered or found upon the location of the improvement, shall be snugly piled up so as not to impede travel upon walks or driveways, interfere with the operations of any other Contractor, or prevent the use of any fire hydrant more than is actually necessary in the proper performance of this Contract.

### **DEFECTIVE MATERIALS:**

Should any of the materials, when delivered upon the locations of the work, be found defective or not in accordance with these Specifications or accompanying Plans, they shall be immediately removed by the Contractor; otherwise, the Owner may cause the same to be removed at the Contractor's expense.

## **SECTION 3 ) CONTROL OF WORK**

### **DUTIES OF THE DIRECTOR:**

The judgment and rulings of the Director shall be final and shall govern the Contractor in the interpretation of the Specifications, but said rulings shall not be considered as an alteration of the Contract, nor shall such interpretation entail additional payment to the Contract. The Director shall have the power and authority to:

1. Interpret the Specifications when necessary and to decide all questions that arise relative to fulfillment of the Contract.
2. Be sole judge of quality and fitness of material and workmanship.
3. Condemn faulty workmanship or material at any time prior to final acceptance of the work, even though it may have been previously overlooked, or may have been damaged after previous inspection.
4. Fix the time and place where, under the Contract, work shall be started and carried on, and to order the work carried on simultaneously at two or more points if he deems it necessary.
5. Require all necessary precautions against damage or accident of any and all kinds, whether to the work, the public, or any public or private property.
6. Stop work if any provision of the Contract is being violated.
7. Order the Contractor to discharge any employee who is disorderly, or who persistently does careless or unsatisfactory work.
8. Notify the Contractor, in writing, of any violation of the Contract, and, if the same is not corrected, to withhold any payments due until the same is corrected.
9. Determine the proper length of any extension of time provided for under the Contract.
10. Decide all questions that may arise as to compensation.

### **PLANS AND WORKING DRAWINGS:**

Plans will show the design of all structures, including lines, grades, locations and typical cross sections. The Contractor shall keep one set of plans available on the work at all times. The Contractor shall be responsible for furnishing copies of Plans, Specifications and Special Provisions to the Subcontractors. It is agreed that all authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made of any approved plan or drawing except by the direction of the Director.

Working drawings for structures shall be furnished by the Contractor, and shall consist of such detailed plans as may be required to adequately control the work.

Where work consists of repairs or extension, or alteration of existing structures, the Contractor shall make such measurements of original construction as may be required to accurately join old and new work. Any measurements, which may appear upon the plans to indicate the extent and nature of such repair or extension, shall not relieve the Contractor of this responsibility.

All work performed, and all materials furnished, shall be in reasonably close conformity with the lines, grades, cross sections, dimensions and material requirements shown on the Plans, or indicated in the Specifications.

In the event the Director finds the materials, or the finished project in which the materials are used, or the work performed, are not in reasonably close conformity with the Plans and Specifications and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced, or otherwise corrected, by and at the expense of the Contractor.

The Contractor shall take no advantage of any apparent error or omission in the Plans or Specifications. In the event the Contractor discovers such an error or omission, he shall immediately notify the Engineer. The Engineer will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Plans and Specifications.

### **COOPERATION BY CONTRACTOR:**

The Contractor shall give the work the constant attention necessary to facilitate the progress of it. He shall cooperate with the Engineer, and any other Contractors, in every way possible.

The Contractor shall have on the work at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the Plans and Specifications, and experienced in the type of work being performed.

The Contractor shall be held responsible for the preservation of all stakes and marks, and if any of the construction stakes or marks have been willfully destroyed or disturbed by the Contractor, the cost of replacing them will be charged against him and will be deducted from the payment for the work.

The Contractor will make sure that all affected utilities and pipe line owners have been contacted, and that all necessary adjustments have been, or will be, made.

The City reserves the right at any time to contract for and perform other, or additional, work on or near the work covered by the Contract.

The Contractor shall conduct his work so as not to interfere with, or hinder the progress or completion of, the work being performed by other Contractors. Each Contractor shall assume all liability, in connection with his Contract, and shall protect and save harmless the City from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by him because of the presence and operations of other Contractors working within the limits of the same project. He shall join his work with that of the others in an acceptable manner, and shall perform it in proper sequence to that of the others.

### **DUTIES OF THE ENGINEER:**

The Engineer may set construction stakes establishing lines and slopes, and may set centerlines and bench marks that he deems necessary for the completion of the work. He may furnish the Contractor with all necessary information relating to lines, slopes and grades. These stakes and marks shall constitute the field control by, and in accordance with, which the Contractor shall establish other necessary controls and perform the work. The Engineer will be responsible for the accuracy of only his lines, slopes, grades and other engineering controls.

### **INSPECTION OF WORK:**

The Director, or his agents, will make a thorough inspection of all work, materials and equipment furnished in order to ascertain whether the workmanship, material and equipment is in strict accordance with, and fulfills, the requirements and intent of the Specifications and the Contract. The Contractor shall furnish every reasonable facility for the purpose of such inspection, including ladders, steps, scaffolds or platforms, even to the extent of stopping a portion of the work for the making of such inspections. Contractor shall make no claims for loss of time or expense in connection with such inspection.

The Director, or his agents, shall at all times have access to the work and premises used by the Contractor, and the Contractor shall provide safe and proper facilities therefore.

### **SAFETY COMPLIANCE:**

The Contractor shall:

- a. Comply with the safety standard's provisions of applicable laws, and building and construction codes.
- b. Exercise every precaution at all times for the prevention of accidents and the protection of persons including employees) and property.
- c. Maintain at his office, or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal, to a hospital or a doctor's care, of persons who may be injured on the job site.

It shall be the sole responsibility of the Contractor to keep and maintain the construction site in a safe and orderly manner. The Contractor shall, at his expense, provide for such safety equipment as is needed for compliance with the existing Occupational Safety and Health Act (OSHA). Penalties for violations of the safety act shall be the full responsibility of the Contractor.

### **SUBCONTRACTS:**

The Contractor shall not, without the written consent of the Director, assign or sublet any part of the work to be done under the Contract.

### **EMPLOYEES:**

The Contractor shall employ only competent and skillful persons to do the work.

The Contractor agrees that, in the hiring of employees for the performance of work under this Contract, there shall not, by reasons of race, sex, creed or color, be discrimination against any person who is qualified and available to perform the work to which the employment relates. No Contractor, Subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, sex, creed or color.

**PROTECTION AND RESTORATION OF PROPERTY:**

The Contractor shall be responsible for the preservation of all public and private property. The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by, or on account of, any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his expense, such property to a condition similar, or equal, to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.

**PERMITS, LICENSES AND TAXES:**

The Contractor shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the true and lawful prosecution of the work.

If the Contractor employs any design, device, material or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner.

**RIGHT OF THE OWNER TO TERMINATE CONTRACT:**

In the event of default in the performance of, or violation of, any of the terms and conditions of this Contract by the Contractor, or any Subcontractor, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate such Contract with the reasons therefore. Unless within ten (10) calendar days after the service of such notice, such default shall be fully cured and/or such violation discontinued, and all damages by reason thereof paid, or provisions made for the payment thereof to the satisfaction of the Owner, the Owner, at his option, may terminate this Contract by serving a written notice of such termination upon the Contractor and the Surety. In the event of such termination, the Surety shall have the right to take over and perform this Contract, provided, however, that if the Surety does not commence performance thereof within fifteen (15) calendar days after the service upon it of such notice of termination, the Owner may take over the work and prosecute the same to completion, by Contract, or otherwise, for the account of, and at the expense of, the Contractor. In the event the Owner shall take over the work as aforesaid, the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and 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 or useful in connection therewith.

**SECTION 4 ) COMPLETION AND PAYMENT**

**COMMENCEMENT AND COMPLETION:**

The work shall be commenced on the date approved by the Director, and shall be completed within the time designated by the Contractor in the Proposal.

**EXTENSION OF TIME:**

If the Contractor is delayed in the completion of the Contract by circumstances beyond his control, he shall have no claim for damage for any such cause of delay, but he shall in such case be entitled to such extension of time for completion of the work as the Director shall, in writing, certify to be just and proper, provided that claim for such extension of time is made in writing by the Contractor within one week from the time of occurrence of such cause for delay.

**SUSPENSION OF WORK:**

When good cause exists, in the opinion of the Director, the Contractor shall suspend any part of the work, on written order from the Director, for such time as may be deemed necessary. In case of such suspension, the time of completion shall be extended correspondingly.

**FAILURE TO COMPLETE ON TIME:**

In case of failure to complete the work to be done under the Contract on or before the time specified in the Proposal, or on or before the later date to which the time of the Contract may have been extended by the Director, the Contractor shall pay as per the following schedule:

Original Contract Amount (Total Amount of Bid)	Amount of Liquidated Damages to be Deducted for each Day of Overrun in Time
From	To and Including
\$ 0.00	\$ 10,000.00
10,000.00	25,000.00
25,000.00	50,000.00
50,000.00	100,000.00
100,000.00	500,000.00
500,000.00	) )

Per diem for each day from said date to the date of completion, which amount it is agreed shall be suffered by the City as liquidated damages and not as a penalty.

**PAYMENTS:**

After final inspection and conditional acceptance of work under this Contract by the Director, the City shall within thirty (30) days of such acceptance, and upon the Contractors proving to the satisfaction of the Director that there are no claims outstanding for labor or materials in connection with this Contract, pay to the Contractor 98% of the amount due under the Contract, after deducting such sums as may theretofore have been paid the Contractor under any provisions of the Contract. Nothing herein contained shall be construed to affect the right hereby reserved of the Director to reject the whole, or any portion of the aforesaid work, should the final estimate or construction be found, or known to be inconsistent with the terms of this Contract, or; otherwise, improperly given or constructed.

Progress and final payments will be on the basis of the Contractor's applications for payment as approved by the Engineer. Unless other arrangements are made, progress payment applications shall be made on or about the first day of each month during construction. Payment requests shall be made according to the following schedule:

- \* 100 percent of all material incorporated into project;
- \* 92 percent of all material suitably stored, but not incorporated into project;
- \* Up to 50% completion: 92 percent of all labor costs;
- \* 50% to 100 % completion: 100 percent of all labor costs; less in each case the aggregate of payments previously made.

Within thirty (30) days of final completion, all remaining retainages and accumulated interest shall be paid. In any event, all payments shall be made in accordance with the provisions of State of Ohio Amended Substitute Senate Bill Number 330.

**SECTION 5 ) INSURANCE**

**CONTRACTOR'S LIABILITY INSURANCE:**

The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of, or result from, the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- \* Claims under Workmen's Compensation, disability benefit, and other similar employee benefit acts;
- \* Claims for damages because of bodily injury, sickness or disease, or death of his employees;
- \* Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
- \* Claims for damages insured by usual personal injury liability coverage which are sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or by any other person;

\* Claims for damages because of injury to, or destruction of, tangible property, including loss of use resulting therefrom.

The insurance coverage limits shall be adequate to provide full coverage for any one occurrence of not less than \$500,000 for bodily injury to any one person and a total of not less than \$500,000 for bodily injury to all persons involved. The limit for property damage liability coverage shall be adequate to provide full coverage to property of all persons in any one occurrence and shall not be less than \$250,000. When limits for liability are required by law, the greater limit shall prevail and shall be applicable to the Contractor's obligations. Insurance shall be provided by an insurance company authorized to do business in the State of Ohio and shall be approved by the Owner.

**INDEMNIFICATION:**

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

**CERTIFICATION OF INSURANCE:**

The Contractor shall furnish three (3) copies of insurance certificates certifying the required coverage. Proof of compliance with Workmen's Compensation laws and Social Security laws shall be filed with the Owner until final acceptance of the Contract, and the Contractor shall indemnify and save harmless the Owner from any contributions or taxes, or liability therefore.

**SECTION 6 ) UTILITY NOTIFICATION**

**UTILITY NOTIFICATION:**

The Contractor shall, prior to commencing construction, give notice to the owners of the underground utility facilities shown on the plans or within these specifications, in writing, by phone, or by person. This notice shall be given at least two working days before the related work is started.

The underground utility owners we are aware of are as follows.

<b>UTILITY</b>	<b>OWNER/ADDRESS</b>	<b>PHONE</b>
<b>Electric:</b>	<b>Celina Utilities</b>	<b>586-2311</b>
<b>Water &amp; Sanitary:</b>	<b>426 W. Market St. Celina, OH Celina Utilities</b>	<b>586-2311</b>
<b>Telephone:</b>	<b>426 W. Market St. Celina, OH Verizon North 301 Grand Lake Rd. Celina, OH</b>	<b>Call OUPS or 1-800-362-2764</b>
<b>Gas:</b>	<b>Dominion East Ohio Gas Co. 319 W. Market St., Lima, OH</b>	<b>Call OUPS or 419-586-2305</b>
<b>Cable TV:</b>	<b>Time Warner 812 N. Main, Celina, OH</b>	<b>1-800-617-4311</b>

## **SECTION 7 ) WAGE RATES**

### **WAGE RATES:**

This improvement is NOT subject to the provisions of Chapter 4115, "Wages and Hours on Public Works", of the Ohio Revised Code.



# **SPECIFICATIONS FOR CONCRETE CURBS, SIDEWALKS, AND COMBINED CURB/SIDEWALKS**

## **DESCRIPTION:**

This work shall consist of furnishing and constructing curb, sidewalk, and/or combination curb/sidewalk of the specified types, in reasonably close conformity with the lines, grades and cross sections shown on the plans or established by the City Engineering Personnel. All sidewalks shall have a minimum thickness of 4 inches, or 6 inches in drives or where called for, and shall be 4 feet in width, unless otherwise ordered by the City Engineering Department. All drive crossings, or locations where vehicular traffic will cross the walk, shall have a minimum thickness of 6 inches.

Reinforcing shall be placed in construction joints where and as specified within these Specifications, or by the engineer. Finish grading and reseeding is included under this project as a separate item.

## **ACCESS TO PROPERTY:**

The construction of the items under this section shall be done so as to limit the amount of time the property owners will not have normal access to their properties. Notice is to be given the property owners by the Contractor at least 24 hours in advance of all work restricting access to the property. Concrete structures will not be allowed to have restricted vehicle traffic over it within 48 hours of being placed, and heavy vehicle traffic over it within 7 days of being placed. Restricted traffic is any vehicle weighing less than, or equal to, a standard car.

## **MATERIALS:**

The following materials shall conform to the State of Ohio Department of Transportation Construction and Material Specifications Sections listed: Concrete, Section 499; Expansion Joint Material, Section 705.03; Curing Compounds for Concrete, Section 705.07; Reinforcing Steel, Section 709.

## **CONCRETE PROPERTIES:**

Proportions of materials used in preparing the concrete shall conform to the State of Ohio Department of Transportation Construction and Material Specifications, Section 499, Class "C" Concrete.

## **FORMS:**

All forms, whether steel or wood, shall be in good shape, free from kinks or bends. All form work shall be sufficiently staked to maintain straight lines once the concrete is poured.

As to curb forms, on straight or large radius runs, curb forms shall be approved metal forms or wood with a minimum thickness of 2" nominal. They shall be securely braced and held to the line and grade indicated on the plans, or by the Engineers. The inner surface of the forms shall be clean and coated immediately before the concrete is placed with a non-staining material that will permit their removal without adherence of mortar. The space to be occupied by the concrete must be free from rubbish or debris at the time the concrete is placed.

Flexible forms of steel or wood, if approved, may be used for construction of circular curb where the radius is 200 feet or less.

Curb forms shall be left in place for such length of time that the removal of same does not crack, shatter, or otherwise injure the concrete.

## **REINFORCING:**

Reinforcing steel shall be placed typically in two locations: At expansion joints and at drive or alley crossings. Two 5/8 inch by 24 inch smooth rods shall be provided at expansion joints. Rods shall be sleeved or wrapped to allow for movement at the expansion joint. Wherever concrete sidewalks abut existing sidewalk or curbs, the construction joint shall be handled as an expansion joint with the same requirements as below. This requires the existing concrete to be drilled as needed and the 5/8 inch bars installed into it. Reinforcing shall be left extended 8 inches at the ends of the sidewalk, which is to be continued in the future.

Two 2 inch rods should be placed the length of the walk, one foot from the edges and one to two inches from the top surface throughout the drive or alley crossing areas. If the property owner wished to install reinforcing in the walks at locations other than these areas, use, for temperature reinforcing purposes, two 3/8 inch rods.

## **EXPANSION JOINTS:**

Transverse expansion joints shall be 2 inch or 3/4 inch wide, and shall be placed in such a manner that the joint will be filled to within 2 inch of the surface of the walk. The intervals between expansion joints shall not exceed 100 feet.

Expansion joint shall be placed at all property lines. Wherever concrete sidewalks abut other walks, steps, curbs, manholes, catch basins, or adjacent building foundations, expansion joints 2 inch thick, with the reinforcing omitted, shall be provided. The 3/4 inch expansion joints shall be provided wherever concrete runs exceed 50 feet, or as directed by the City Engineering Department. At catch basins, expansion joints in curb and gutter should be located 2 feet on each side of the frame.

Contraction joints shall be installed at 10-foot intervals by the use of metal skeleton separator plates, grooving tools, or by sawing, in accordance with Section 609.4 of the State of Ohio Department of Transportation Construction Materials and Specifications.

## **SUBGRADE:**

The subgrade shall be well drained and compacted to a firm surface with uniform bearing characteristics.

## **PLACING AND FINISHING:**

The subgrade shall be adequately moistened just before the concrete is placed. The concrete shall be deposited and compacted in a single layer. It shall be struck off with a templet and smoothed to produce a light broom or sandy texture. The edges shall be rounded to 1/4 inch radius. Sidewalk surfaces shall be divided into blocks by the use of a grooving tool, or cut to a minimum depth of 1 inch by sawing equipment approved by the City Engineering Department. The grooves shall be spaced equally at approximately 4-foot intervals, unless otherwise ordered by the City Engineering Department. Sidewalk forms shall not be removed within 24 hours after the concrete is placed. The exposed face of the curb shall be finished with a float, curb tool and brush. Contraction joints on the wall curb shall be installed at 10-foot intervals by the use of metal skeleton separator plates, grooving tools, or by sawing in accordance with Section 609.4 of the State of Ohio Department of Transportation Construction Materials and Specifications. Unnecessary footmarks shall be eliminated. Under no circumstances will retempering of mortar, or a grout or paint coat, be permitted in the finishing of the curb. Immediately after the forms are removed, any concrete that is unsatisfactory in appearance or density shall be replaced or repaired in a manner that is satisfactory to the City Engineering Department.

## **PROTECTION AND CURING:**

No heavy loads shall be permitted on the curb within 7 days minimum. The concrete shall be protected as best as possible from acts of vandalism and weather while it is in a plastic condition. Immediately after the finishing operations have been completed, and after the free water has disappeared, all exposed surfaces shall be sealed by spraying a uniform application of curing membrane to these surfaces. The material shall be applied without marring the surface, and with an approved sprayer. Wind protection to the spray shall be provided to prevent drift. A minimum of one gallon of material shall be used for each 200 square feet of surface area. The spray material shall be thoroughly mixed immediately prior to use.

## **TRANSVERSE SLOPE:**

Unless otherwise specified, the surface of the sidewalks shall have a transverse slope of 1/4 inch per foot, low side toward the roadway.

## **FINISHING ADJACENT GROUND:**

All disturbed ground shall be returned to its previous condition, or better. Seeding shall be done in a manner acceptable with the engineer, and with a seed mixture as specified, or compatible with adjacent lawn area, and approved by the engineer.

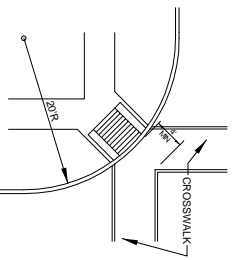
## **MEASUREMENT AND PAYMENT:**

The sidewalk shall be paid for according to the actual number of square feet of sidewalk of the specified thickness or type, in place, completed and accepted. Curb will be paid according to the actual number of lineal feet installed. The contract unit prices will be used to pay the work accepted. These unit costs shall constitute payment in full for the work done, including the necessary excavation, backfill, removal, reinforcing, joint material, subgrade material, curb drainage outlets, concrete material, placement, seeding, equipment and labor, complete as according to the plans and specifications.

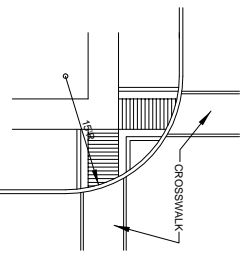
The only exceptions are any of those items specifically identified as separate cost items.

**DETECTABLE WARNINGS (truncated domes):**

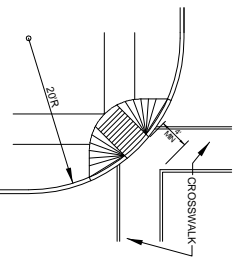
Contractor shall use Armor-Tile ADA Compliant truncated dome tiles made of polymer composite or equivalent at each new/reconstructed radii as approved by Celina Engineering Department



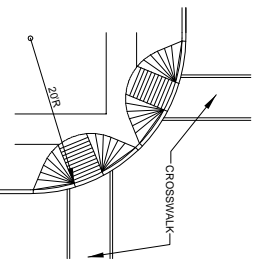
**TYPE 2 RAMP PLAN WITH  $\leq 20'$  CURB RADIUS AND MIN. 8' TREE LAWN**



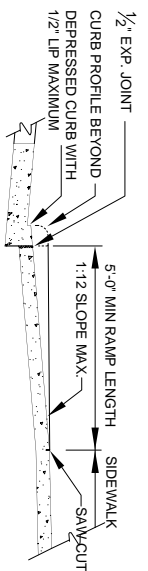
**TYPE 2 RAMP PLAN WITH  $\leq 20' \leq 15'$  CURB RADIUS AND MIN 7' TREE LAWN**



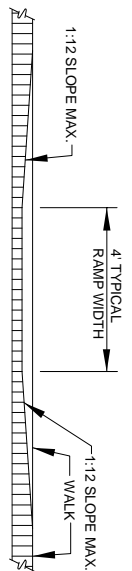
**TYPE 1 RAMP PLAN WITH  $\geq 20'$  CURB RADIUS AND  $< 7'$  TREE LAWN**



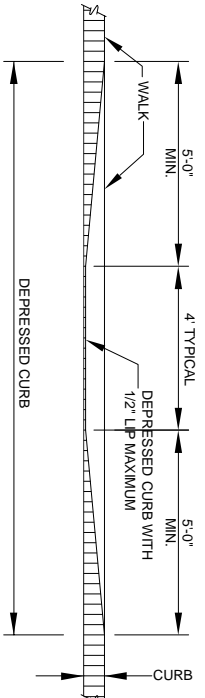
**TYPE 1 RAMP PLAN WITH  $\leq 20'$  CURB RADIUS AND  $< 7'$  TREE LAWN**



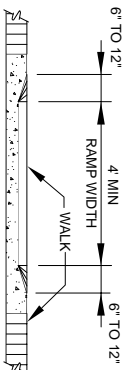
**SECTION A-A SEE ISOMETRIC**



**SECTION B-B SEE ISOMETRIC**



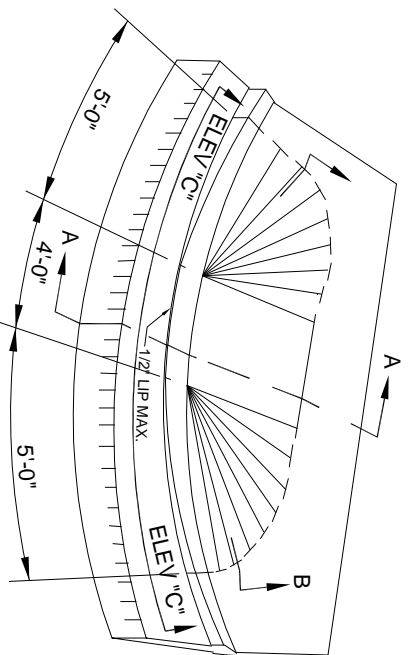
**SECTION C-C SEE ISOMETRIC**



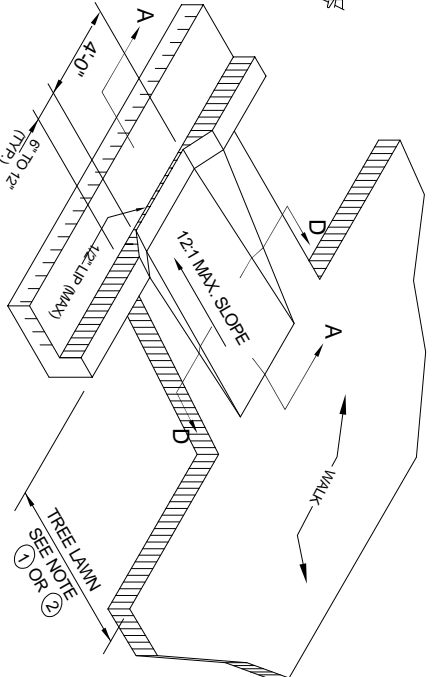
**SECTION D-D SEE ISOMETRIC**

**NOTES:**

- A. CITY TO SPECIFY TYPE 1 OR TYPE 2 CURB RAMP.
- B. ANY COMBINATION OF SIDE SLOPES, ON OPPOSITE SIDES OF A RAMP, MAY BE USED TO BEST FIT THE SITE CONDITIONS FOR A TYPE 2 RAMP.
- C. THE MINIMUM RAMP LENGTH IS 5' FROM BACK OF A 6" CURB AND MAY BE INCREASED WHERE FEASIBLE TO OBTAIN A FLATTER RAMP SLOPE OR TO BETTER BLEND WITH THE WALK CONFIGURATION.
- D. WALK THICKNESS IN THE RAMP SLOPES SHALL BE 4" MINIMUM OR THICKER AS NECESSARY TO MATCH ADJACENT WALK THICKNESS.



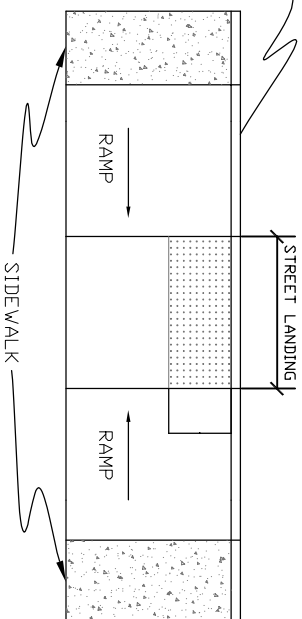
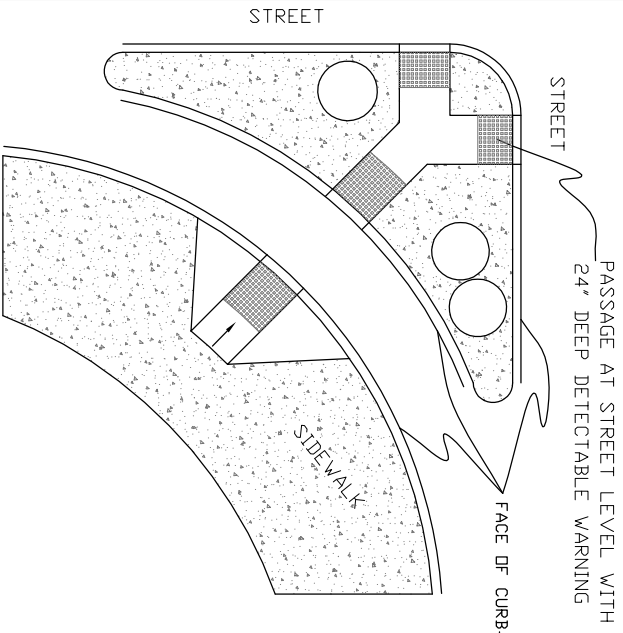
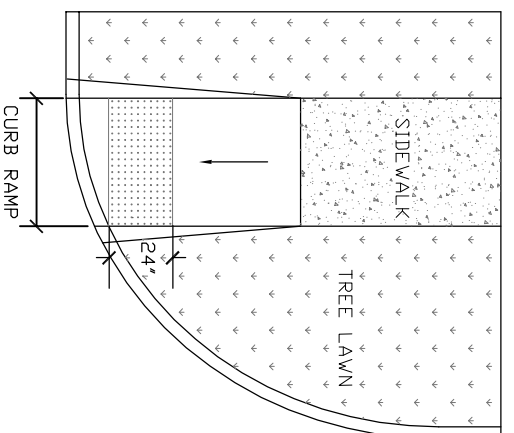
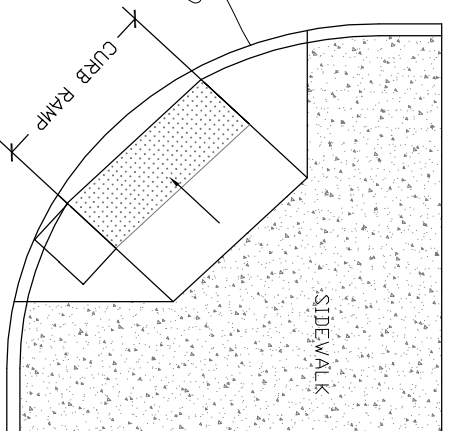
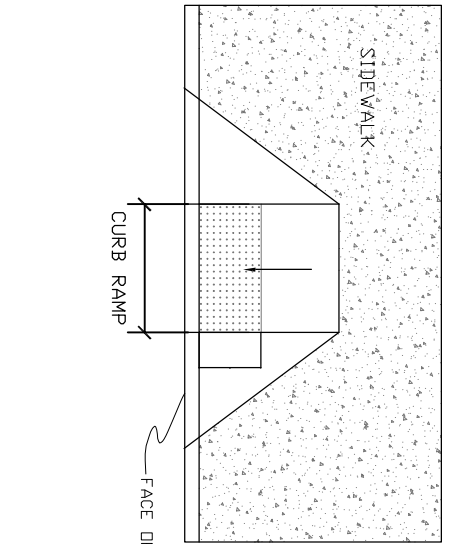
**TYPE 1 RAMP DETAIL**



**TYPE 2 RAMP DETAIL**

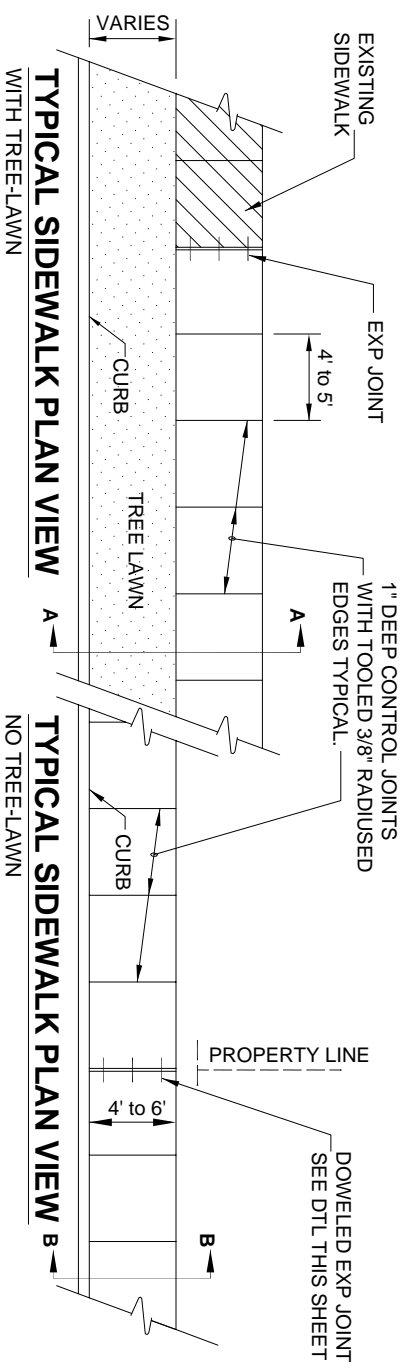
- ① 5' MIN @ STRAIGHT SECTION OF SIDEWALK
  - ② 7' MIN WITHIN CURB RADIUS @ INTERSECTIONS
- NOTES (CONTINUED):**

- E. CURB RAMPS SHALL MEET AND BE FINISHED TO A.D.A. STANDARDS AND HAVE DETECTABLE WARNING (TRUNCATED DOWNS) AS SHOWN ON ODOT STANDARD CONSTRUCTION DRAWING BP7.1.
- F. CURB RAMPS SHALL MEET THE REQUIREMENTS OF ODOT ITEM 808 UNLESS OTHERWISE SPECIFIED WITHIN.
- G. CONCRETE SHALL BE ODOT CLASS C (4000 PSI, 600 LB/CY CEMENT), PROPORTIONING OPTIONS 1 & 2 NOT ALLOWED.
- H. CONCRETE SHALL CONTAIN  $6\% \pm 1\%$  OF TOTAL AIR.

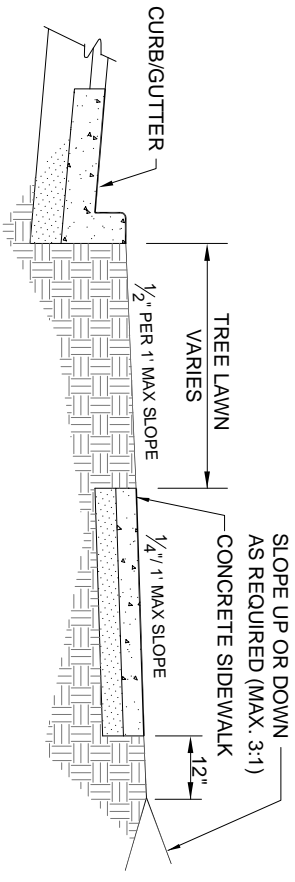


**NOTES:**

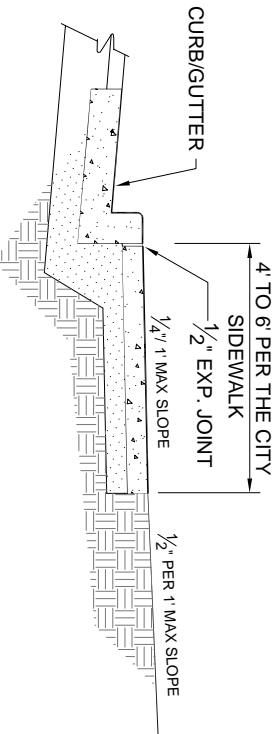
1. DETECTABLE WARNINGS SHALL BE PROVIDED WHEREVER A CURB RAMP CROSSES A VEHICULAR WAY, EXCLUDING UNSIGNALIZED DRIVEWAY CROSSINGS.
2. DETECTABLE WARNINGS SHALL BE PROVIDED 24 INCHES IN THE DIRECTION OF TRAVEL AND EXTEND THE FULL WIDTH OF THE CURB RAMP OR FLUSH SURFACE. THE DETECTABLE WARNING SHALL BE LOCATED ADJACENT TO THE CURB LINE.
3. MATERIALS SHALL COMPLY WITH COC SUPPLEMENTAL SPECIFICATION 1551.
4. DETECTABLE WARNINGS SHALL BE PLACED 6" TO 8" BEHIND FACE OF CURB AND BEHIND THE CURB JOINT.



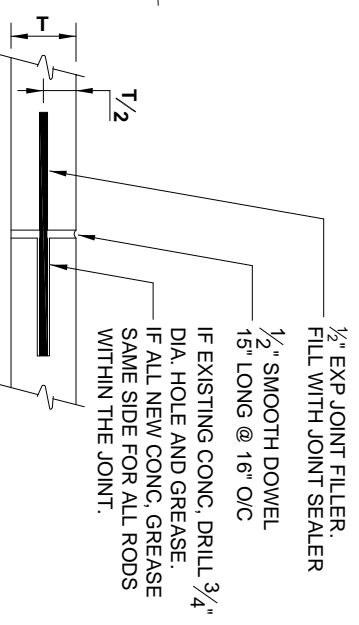
**NOTES:**  
**A.** WALK TO BE POURED ON UNDISTURBED EARTH OR COMPACTED GRANULAR BEDDING.  
**B.** PROVIDE BROOM FINISH TO ALL EXPOSED SURFACES.  
**C.** CONCRETE SHALL CONFORM TO ODOT ITEM 499. CONCRETE WORK SHALL CONFORM TO ODOT ITEM 608, UNLESS OTHERWISE SPECIFIED WITHIN.  
**D.** PROVIDE EDGING AROUND ALL EXPOSED SURFACES.  
**E.** USE WHITE PIGMENTED CURING COMPOUND IMMEDIATELY AFTER FINISHING SURFACES. ANY OTHER METHOD OR TYPE OF CURING COMPOUND MUST BE PRE-APPROVED.  
**F.** WHEN RENOVATING EXISTING STREETS, THE SIDEWALKS SHALL BE REPLACED TO CONFORM WITH THE CITY CONSTRUCTION STANDARDS AND DRAWINGS.  
**G.** CONCRETE SHALL BE ODOT CLASS C (4000 PSI, 600 LB/CY CEMENT), PROPORTIONING OPTIONS 1 AND 2 NOT ALLOWED.  
**H.** CONCRETE SHALL CONTAIN 6% ± 1% OF TOTAL AIR.



**TYPICAL SIDEWALK SECTION A-A**



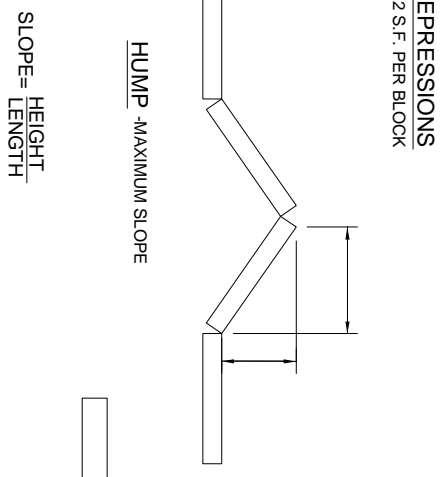
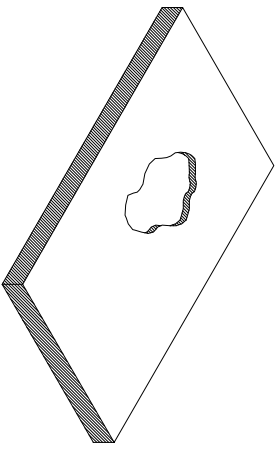
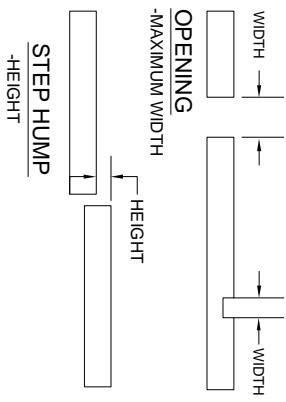
**TYPICAL SIDEWALK SECTION B-B**



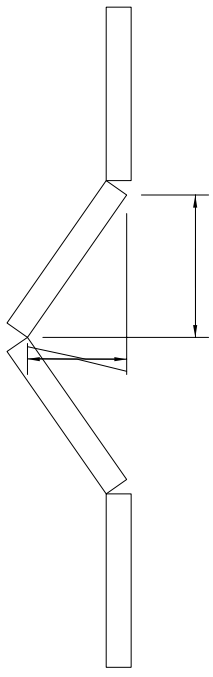
**DOWELED EXPANSION JOINT DETAIL**

**I.** A DOWELED EXPANSION JOINT IS REQUIRED IN THE SIDEWALK AT THE END OF EACH POUR, AT ALL PROPERTY LINES, AND AT EACH SIDE OF A DRIVEWAY OR WHEN ABUTTING AN EXISTING FLAT SLAB THAT IS TO REMAIN. MAXIMUM SPACING BETWEEN EXPANSION JOINTS SHALL NOT EXCEED 100 FEET.

## TYPES OF SIDEWALK DEFICIENCIES



SUNKEN SECTION - MAXIMUM SLOPE



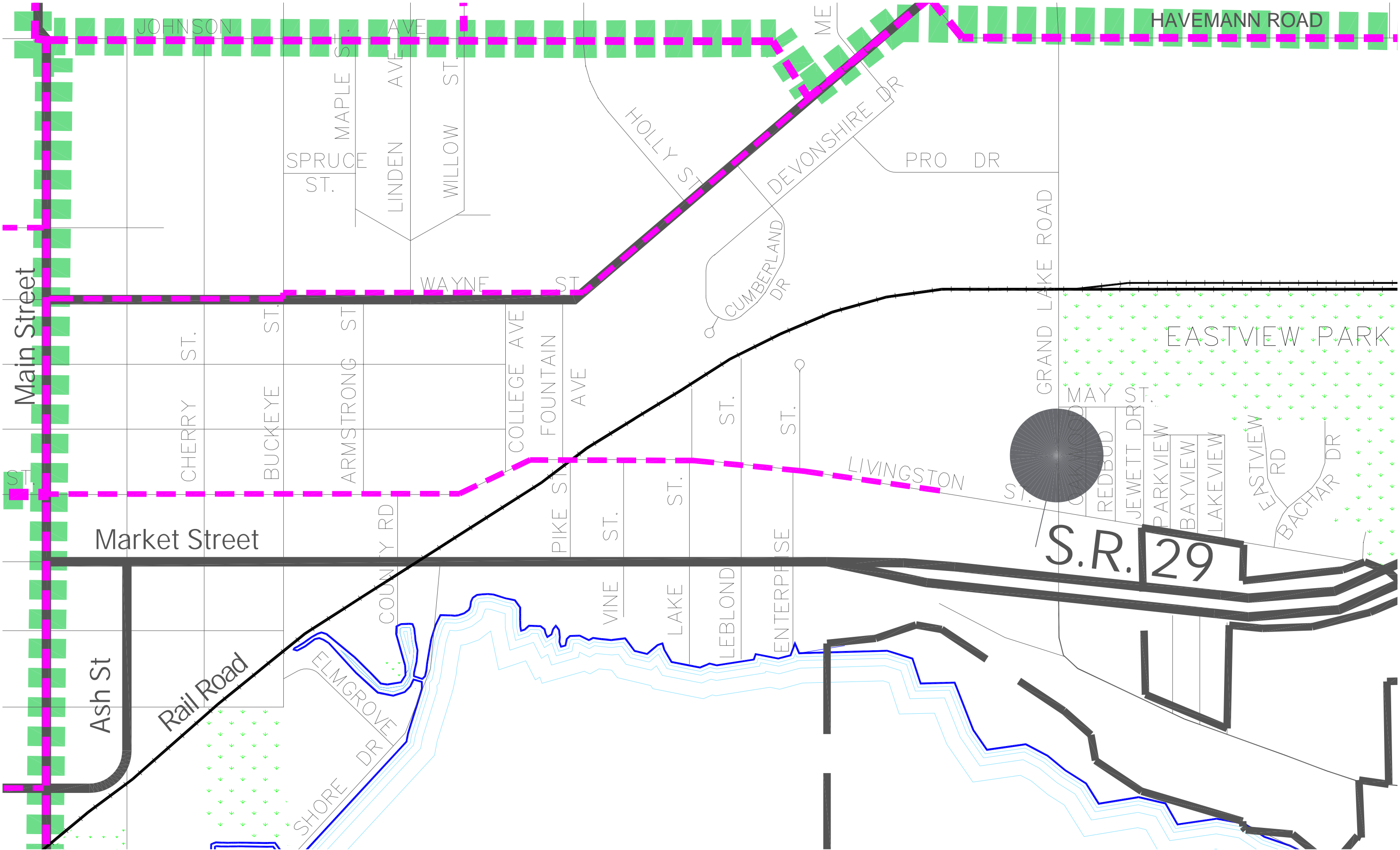
### GENERAL SIDEWALK DEFICIENCIES

1. ANY SLAB HAVING A CRACK OR CRACKS IN IT: MORE THAN 1/4" WIDE OR TOTALING IN EXCESS OF 5 LF OF CRACK WITHIN ONE SLAB SECTION.
2. ADJOINING SLABS OR PORTIONS THEREOF WHOSE EDGES DIFFER VERTICALLY BY MORE THAN 1/2".
3. SLABS HAVING DEPRESSIONS, REVERSE CROSS SLOPES (SLOPING AWAY FROM STREET), OR WHICH ARE BELOW CURB ELEVATION.
4. SLABS HAVING A CROSS SLOPE IN EXCESS OF 1/2" VERTICAL PER 1' HORIZONTAL EXCLUDING DRIVEWAYS.
5. SLABS WITH AN ABRUPT CHANGE IN SLOPE IN EXCESS OF 1" PER FOOT IN THE LONGITUDINAL GRADE OF THE SIDEWALK.
6. CELLAR DOORS OR OTHER COVERS THAT: ARE NOT FLUSH WITH THE SIDEWALK HAVE A SMOOTH SURFACE ARE STRUCTURALLY UNSAFE.
7. GRATING THAT: HAS OPENINGS GREATER THAN 3/4" PROJECTS ABOVE THE SIDEWALK IS STRUCTURALLY UNSAFE.
8. SLABS WITH EXCESSIVE SPAULING CONSISTING OF OVER 30% OF ITS SURFACE AREA.

### PERMITS, INSPECTION, AND WORK RULES

- A. NO PERSON SHALL DIG WITHIN ANY PUBLIC RIGHT-OF-WAY FOR THE PURPOSE OF CONSTRUCTING OR REPAIRING THE SIDEWALK, CURBING, OR GUTTERS THEREIN (OR FOR ANY OTHER PURPOSE) WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY.
- B. FOR ALL UNEXPECTED AND/OR UNUSUAL CONDITIONS WHERE THE PLANS CAN NOT BE FOLLOWED AND THE CITY NEEDS TO INSPECT, THE CONTRACTOR MUST CALL THE CITY AT LEAST 3 WORKING HOURS BEFORE A SCHEDULED POUR.
- C. THE CONTRACTOR IS CAUTIONED AGAINST ORDERING CONCRETE BEFORE THE INSPECTION IS MADE DUE TO POSSIBLE ADJUSTMENTS OR CORRECTIONS TO FORMS OR GRADE.
- D. THE CONTRACTOR SHALL PROVIDE PROTECTION AND TRAFFIC CONTROL BARRICADES, LIGHTS, SIGNS, AND OTHER DEVICES AS HEREIN SPECIFIED TO PROVIDE WARNING AND PROTECTION FOR VEHICULAR TRAFFIC, PEDESTRIANS, THE WORK, AND THE WORKERS DURING THE REMOVAL, CONSTRUCTION, AND CURING OF SIDEWALK, CURB/GUTTER, AND/OR DRIVEWAY APRONS.
- E. THE CONTRACTOR WILL BE RESPONSIBLE FOR AN IMMEDIATE REMOVAL AND CLEAN-UP OF ALL EXCAVATED MATERIAL. NO EXCAVATED MATERIAL SHALL BE STORED ON THE PAVEMENT.
- F. ALL SIDEWALKS BEING REPLACED ON STREET RECONSTRUCTION PROJECTS SHALL MEET THESE CONSTRUCTION STANDARDS AND DRAWINGS.





JOHNSON AVE

HAVEMANN ROAD

Main Street

Market Street

Ash St

Rail Road

EASTVIEW PARK

S.R. 29

CHERRY ST.

BUCKEYE ST.

ARMSTRONG ST.

COLLEGE AVE

FOUNTAIN AVE

VINE ST.

LAKE ST.

LEBLOND

ENTERPRISE

ST.

ST.

LIVINGSTON

ST.

MAY ST.

REDBUD

JEWETT DR.

PARKVIEW

BAYVIEW

LAKEVIEW

EPSTVIEW RD

BACHAR DR

SHORE DR

ELMGROVE

COUNTY RD

SPRUCE ST.

MAPLE ST.

LINDEN AVE

WILLOW ST.

WAYNE ST.

HOLLY ST.

DEVONSHIRE DR

PRO DR

GRAND LAKE ROAD

CUMBERLAND DR

ME