

**CITY OF SPRINGDALE, OHIO
HAMILTON COUNTY**

**CONTRACT DOCUMENTS AND
SPECIFICATIONS**

**COMMUNITY CENTER
ROOF REPLACEMENT
PROJECT – PHASE 1**

JULY 2020

Project #200310
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**SPECIFICATIONS
AND
CONTRACT DOCUMENTS**

**COMMUNITY CENTER ROOF
REPLACEMENT – PHASE 1**

**CITY OF SPRINGDALE, OHIO
HAMILTON COUNTY**

JULY 2020

**CT CONSULTANTS, INC.
4420 COOPER ROAD, SUITE 200
CINCINNATI, OHIO 45242
513-791-1700
<http://www.ctconsultants.com>**

PROJECT INFORMATION

PROJECT: COMMUNITY CENTER ROOF
REPLACEMENT - PHASE 1

OWNER: CITY OF SPRINGDALE
11700 SPRINGFIELD PIKE
SPRINGDALE, OHIO 45246

ARCHITECT: CT CONSULTANTS, INC.
4420 COOPER ROAD, SUITE 200
CINCINNATI, OHIO 45242
TELEPHONE: (513) 791-1700

CONTACT: MIKE ANDERSON
TELEPHONE 513-792-8405
FAX 513-791-1936
manderson@ctconsultants.com

CT PROJECT NUMBER: 200310

BID DUE DATE: THURSDAY, AUGUST 20, 2020 at 12:00 PM

ADVERTISING DATES: CINCINNATI ENQUIRER - FRIDAY, JULY 24, 2020

CITY OF SPRINGDALE, OHIO

MAYOR

Doyle H. Webster

CLERK of COUNCIL / FINANCE DIRECTOR

Kathy McNear

ADMINISTRATOR

John J. Jones

ASSISTANT ADMINISTRATOR

Brian Uhl

CITY COUNCIL

Thomas D. Vanover - President

Jeffery Anderson

Holly McQuillan-Emerson

Carolyn Ghantous

Lawrence Hawkins III

Joseph Ramirez

Megan Sullivan-Wisecup

**CITY OF SPRINGDALE, OHIO
HAMILTON COUNTY
LEGAL NOTICE**

Sealed proposals for furnishing of the necessary materials and construction of the

COMMUNITY CENTER ROOF REPLACEMENT – PHASE 1

PROJECT COMPLETION: THURSDAY, NOVEMBER 5, 2020

ARCHITECT’S ESTIMATED OPINION OF CONSTRUCTION COST: \$283,000

for the City of Springdale, Ohio, will be received at the office of the Clerk of Council/Finance Director, Municipal Building, 11700 Springfield Pike, 45246, until **12:00 PM (noon)** local time on **THURSDAY, AUGUST 20, 2020** and at said time and place, publicly opened and read aloud.

Bids must be in accordance with drawings and specifications and on forms available from CT Consultants, Inc. at a nonrefundable cost of Fifty Dollars (\$50.00). Documents may be ordered by registering and paying for the documents online at <https://bids.ctconsultants.com>. Please contact is@ctconsultants.com or call 440-530-2350 if you encounter any problems registering or paying for the documents.

The bid specifications, drawings, plan holders list, addenda, and other bid information (**but not the bid forms**) may be viewed and/or downloaded for free via the internet at <https://bids.ctconsultants.com>. The bidder shall be responsible to check for Addenda and obtain same from the web site.

Each bidder is required to furnish with his proposal, a Bid Guaranty in an amount equal to 10% of the bid in accordance with Article VII, Paragraph 5 of the Springdale Charter. The successful Bidder will be required to furnish a Performance Bond in an amount equal to 100% of the Contract amount. A Surety Company shall issue bid security furnished in bond form or corporation licensed in the state of Ohio to provide said surety.

Each Proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein.

All Bidders must comply with the prevailing wage rates on Public Improvements in Hamilton County and the City of Springdale, Ohio as ascertained and determined by the Administrator of the Ohio Bureau of Employment Services (OBES) as provided in section 4115.05 through 4115.034 of the Revised Code of the State of Ohio. Prevailing Wage Law will apply to this project.

All Contractors submitting bids must be current with all local and state licensing requirements, which must be in effect at the time of bidding, the time of award, and through the life of the construction contract.

A mandatory Pre-bid Conference will be held on Tuesday, August 11, 2020 at 10:00 AM at the Springdale Community Center, 11999 Lawnview Ave., Springdale, OH 45246. Failure to attend the Pre-bid Conference will subject the bidder’s proposal to be considered as non-responsive.

By the order of the Council of the City of Springdale, Ohio.

Kathy McNear, Clerk of Council / Finance Director

Publishing Date: Cincinnati Enquirer – **MONDAY, JULY 27, 2020**

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GENERAL CONDITIONS, INFORMATION AND INSTRUCTIONS TO BIDDERS

GENERAL

In accordance with the Notice to Bidders, sealed bids will be received until **12:00 PM (Noon)** on **THURSDAY, AUGUST 20, 2020**, at the office of the Clerk of Council/Finance Director, Municipal Building, City of Springdale, 11700 Springfield Pike, 45246, for the furnishing of labor and materials required for the **FOREST PARK 2020 STREET PROGRAM**, all in accordance with these instructions, conditions, specifications, and on the enclosed forms. All shall be submitted in a sealed envelope addressed to the City Clerk, City of Forest Park, Ohio, and shall be plainly marked on the outside of the envelope the **COMMUNITY CENTER ROOF REPLACEMENT PROJECT**. No bid may be withdrawn, once the bid has been deposited with the Owner, except in accordance with Ohio Revised Code, Section 9.31. Proposals received after the time for the opening of bids will be returned to the Bidder unopened.

ADDENDA

Notify the Architect promptly, via e-mail at **manderson@ctconsultants.com**, of any discrepancies in, or omissions from, the Contract Documents; all requests for information shall also be sent via e-mail. The Architect will issue a clarifying addendum to each Bidder on record as having received a set of Contract Documents. The Owner will not be responsible for oral instruction or information. Questions received less than five (5) days prior to bid date, which would require the issuing of an Addendum for resolution, cannot be answered. Any Addenda issued during the bidding period are to be included in the Proposal and shall become a part thereof.

SUBSTITUTIONS

Substitutions may be proposed in the following two ways:

1. Submitted with the Contractor's Proposal. These requests shall be submitted on the enclosed form "Substitution Sheet".
2. Submitted after the Contract Award. These requests shall be submitted as described in Section 016000 "Product Requirements" and 012500 "Substitution Procedures" on CSI Form 13.1A.

DEFINITIONS AND TERMS

The City of Springdale, when used, shall mean the party of the first part or its properly authorized agents acting severally within the scope of the particular duties and responsibilities entrusted to them and hereinafter referred as "Owner".

"Architect", when used, shall mean CT Consultants, Inc., or any person duly authorized by CT Consultants to act in its behalf on the Project.

"Bidder" and/or "Contractor", when used, shall mean the person, company, entity or its/their agent(s), or any other person(s) duly authorized by them to act on its behalf on submitting a bid for the contract and the successful Bidder will become Contractor. The terms Bidder and Contractor shall be used interchangeably.

"Contract", when used, shall mean the Contract Documents and Specifications, including but not limited to, the General Conditions, Control of Work, Legal Relations, Bid Proposal, Plans, Drawings, Drawings and written Addendum(s) in addition to the Bid Proposal and Legal forms and shall be considered as a whole integrated document.

EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK

The Bidder is expected to examine carefully the site of the proposed work, plans, specifications, contract forms, general conditions, and addenda, before submitting a proposal. The submission of a proposal shall be considered evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the plans, specifications, special provisions, general conditions, addenda and contract.

Subject to public safety and convenience, prospective Bidders will be permitted to inspect the areas of the proposed building site. No one shall enter any City of Springdale property without obtaining prior approval.

A mandatory Pre-bid Conference will be held on Tuesday, August 11, 2020 at 10:00 AM at the Springdale Community Center, 11999 Lawnview Ave., Springdale, OH 45246. Failure to attend the Pre-bid Conference will subject the bidder's proposal to be considered as non-responsive.

The Owner does not make any representation of conditions or existing building materials; nor does it represent that Contract Documents may not be modified to meet changes in existing conditions encountered as the work progresses.

REQUIREMENT OF BID GUARANTY AND CONTRACT BOND

No proposal will be considered unless accompanied by a bond, letter of credit, or certified check drawn on a solvent bank, in amount not less than ten percent (10%) of the Bidders Proposal, and made jointly payable to the City of Springdale.

The successful Bidder must furnish a Contract Bond in the full amount of his Proposal, which bond shall cover the entire Contract including the correction period. Agents of bonding companies shall furnish evidence of their power of attorney, bearing the seal of the company authorizing them to execute the particular type of bond to be furnished.

If at any time after the approval of the Contract Bond and the execution of the Contract the Owner shall deem the surety or sureties upon the bond to be unsatisfactory, or if for any reason the bond shall cease to be adequate security for the Owner, the Contractor shall, within five days after notice from the Owner to do so, furnish a new or additional bond which shall be adequate and satisfactory to the Owner. All costs of such bonds shall be paid for by the Contractor. The Owner shall determine the sufficiency of all sureties.

AWARD OF CONTRACT

The award of the Contract, if it be awarded, will be made to the lowest and best overall Bidder as determined by the Owner, consistent with Ohio law, whose proposal complies with all the requirements prescribed. In no case will an award be made until all necessary investigations are made as to the responsibility of the Bidder to whom it is proposed to award the Contract. The successful Bidder will be notified by letter mailed to the address shown on his proposal that his bid has been accepted and that he has been awarded the Contract. It is anticipated that the decision to award the Contract will be made by City Council on September 16, 2020.

The Owner reserves the right to reject any or all bids.

The Owner reserves the right to require the Bidder to present satisfactory evidence that he has been regularly engaged, as either principal or superintendent in the business of construction work similar to that proposed herein; to require the Bidder to present satisfactory evidence that he is fully prepared with the necessary capital, material, machinery and equipment to conduct the work to be contracted for to the satisfaction of the Owner; and to begin promptly when so ordered.

EXECUTION OF CONTRACT

The Contract shall be signed by the successful Bidder and returned together with the Contract Bond and other Contract Documents within ten (10) days after the Bidder has received notice that the Contract has been awarded. Failure to do so will constitute grounds for the Owner to consider another bidder. No proposal shall be considered binding upon the Owner until the execution of the Contract. If the Contract is not executed by the Bidder within sixty (60) days following receipt from the Bidder of the required Contract Documents, the Bidder will have the right to withdraw his bid without prejudice.

If the successful Bidder is a corporation, the officer who signs the Contract shall furnish copies of a resolution of the Directors of the Corporation bearing the seal of the corporation, authorizing him to sign the Contract.

CONTRACTOR'S INSURANCE

Insurance Requirements – Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees or subcontractors.

A. **Minimum Scope of Insurance** – Contractor’s insurance coverages shall include the following:

1. **Workers Compensation Insurance.** Contractor shall comply with provisions of the laws and rules of the Ohio Bureau of Workers Compensation covering all operations under the contract with the Department, whether performed by the Contractor or by its Subcontractors.

2. **Commercial General Liability Insurance.** Contractor shall maintain the following minimum limits for liability insurance:

General aggregate limit	\$2,000,000.00
Products – Completed Operations aggregate limit	\$2,000,000.00
Personal and advertising injury limit	\$1,000,000.00
Each occurrence limit	\$1,000,000.00

3. **Comprehensive Automobile Liability Insurance.** Contractor shall carry comprehensive automobile liability insurance covering owned, non-owned and hired vehicles with a minimum limit for bodily injury and property damage per occurrence in the amount of \$1,000,000.00.

Insurance coverage in the minimum amounts set forth above neither relieves the Contractor from liability in excess of such coverage, nor precludes the Owner from taking such other actions as are available to it under any other provisions of this contract or otherwise in law. If the Contractor maintains higher limits than the minimum shown above which the Owner requires, the Owner shall be entitled to coverage for the higher limits maintained by the Contractor. The minimum coverages provided herein may be obtained through primary insurance or any combination of primary and excess/umbrella insurance.

B. **Notice of Cancellation** – Each insurance policy required herein shall state that the coverage shall not be cancelled except with notice to the Owner. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier providing coverage required herein, or receives notice that coverage no longer complies with the requirements herein, Contractor agrees to notify the Owner by facsimile or email within five (5) business days with a copy of the non-renewal or cancellation notice or written explanation of how coverage is no longer in compliance. The Contractor shall cease operations on the occurrence of any such non-renewal, cancellation or material change and shall not resume operations until insurance is in force that complies with these requirements.

C. **Other Insurance Provisions** – The policies of insurance required herein shall contain, or be endorsed to contain, the following provision:

Additional Insured. The City of Springdale, Ohio, its officials, agents and employees, shall be named as Additional Insureds under the commercial general liability and automobile liability policies as respects liability arising out of work or operations performed by or on behalf of the Contractor within this project. Coverage shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

D. **Proof of Coverage** – The Contractor shall furnish the Owner with Certificates of Insurance and any amendatory endorsements, or copies of insurance policy language effecting the coverages required herein. All Certificates and endorsements shall be received by the Owner before work commences upon the project. The Owner reserves the right to demand at any time during Contractor’s work on the project current Certificates, endorsements and verification of coverages. Provides, however, the Owner’s failure to demand proof of coverages at any time, including prior to commencement of the work, shall not waive Contractor’s obligation to provide such coverages.

E. **Subcontractor’s Insurance** – Contractor shall not permit any Subcontractor to commence work, nor continuing work on the project until the same coverages required of Contractor herein are in effect. Subcontractors performing work must also name the Owner as an Additional Insured in the same language as provided in Paragraph C herein.

All of the insurance referred to above shall be subject to the approval of the Owner and shall be kept in full force and effect, during the term of the project, and in respect to completed operations, coverage shall apply for two years after completion. The Architect assumes no responsibility for the adequacy of insurance limits and coverages.

The Contractor and his subcontractors agree to limit the liability of the Architect and Owner due to the negligent acts, errors or omissions of the Architect, such that the total aggregate liability shall not exceed \$50,000.00 or the Architect’s total fee charged for services rendered on this project, whichever is greater.

COMPLETION DATE

The work under the terms of this Contract shall be substantially completed and ready for use no later than **THURSDAY, NOVEMBER 5, 2020**.

Weather delays will be granted only when the Contractor notifies the Architect in writing within 30 days of the occurrence. Weather delay requests must substantiate that weather varies substantially from average seasonal weather as recorded in Springdale, Ohio.

In the event that the Project is not completed within the Contract Time, including authorized extensions (in writing), the Contractor shall reimburse the Owner the cost of the extra Architectural and Engineering services (Construction Administration and Secretarial work plus expenses based on the Architect-Engineer hourly rates), plus any other expenses or losses the Owner incurs as a result thereof.

TERMINATION OF OWNER'S LIABILITY

No person, partnership, firm or corporation other than the Contractor shall have any interest in the Contract, and no claim shall be made or held valid, and neither the Owner nor its agents shall be held liable for, nor shall be held to pay any money except as herein provided. The acceptance by the Contractor of the final payment made as aforesaid shall operate as, and shall constitute, a release to the Owner and its agents from any claim or liability to the Contractor for anything done or furnished for, or relating to the Work, or for any act or neglect of the Owner or any person related to or connected with the Work.

TAXES

The Contractor will be required to pay, without additional expense to the Owner, all Federal, State, local, and other taxes which may be applicable to the Work, excepting any taxes and assessments on the real property comprising the site of the Work. The Owner will provide a State Sales Tax Exemption Certificate to the Contractor for materials incorporated into the Work.

The Contractor hereby agrees to withhold all City of Springdale income taxes due or payable under the provisions of the Codified Ordinances of the City of Springdale for wages, salaries, and commission paid to its employees who will work within the City limits for more than 12 workdays, and further agrees that any of its subcontractors shall be required to withhold any such City income taxes due to under said Code for services performed under this Contract. The Contractor is advised to get full information from the Tax Office prior to bidding.

CONTROL OF WORK

NOTICE

Where in any of the Contract Documents there is any provision in respect to the giving of any notice, such notice shall be deemed to have been given: as to the Owner, when written notice shall be delivered to the Architect or to the Owner; as to the Contractor, when a written notice shall be delivered to the chief representative of the Contractor at the site of the work or by mailing such written notice in the United States mail addressed to the Contractor at the place stated in his Proposal as the address of his permanent place of business; as to the Surety on the Contract Bond, when written notice is placed in the United States mail addressed to the Surety at the home office of such Surety or to its agent or agents who executed such performance bond in behalf of such Surety.

DECISIONS

All the work under this Contract shall be done in accordance with the Plans and Specifications. The Architect will determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for hereunder and will decide all questions of fact, but not of law, which may arise as to the fulfillment of the Contract on the part of the Contractor. The Architect's determination and decision thereon shall be final and conclusive and such determination and decision, in case any questions of fact arise, shall be a condition precedent to the right of the Contractor to receive any monies hereunder.

PLANS AND SPECIFICATIONS

Any requirements appearing in any one of the Contract Documents (Drawings or Specifications) is as binding as though appearing in all. The Plans and Specifications are intended to be explanatory of and supplementary to one another, but should any discrepancy appear or any misunderstanding arise as to the importance of anything contained thereon or therein, the explanation of interpretations of the Architect shall be final and binding on the Contractor. Correction of any error or omission in the Plans or the Specifications may be made by the Architect when such correction is necessary to clarify the intended meaning.

INSPECTION OF WORK

All materials and each part or detail of the work shall be subject to inspection by the Architect. The Architect or his representative shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Architect requests it, the Contractor, at any time before acceptance of the work, shall remove and uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specification. Should the work thus exposed or examined prove acceptable, the uncovering, removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering

or removing and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or materials used without inspection by an authorized representative may be ordered removed and replaced at the Contractor's expense. Failure to reject any defective work or material shall not in any way prevent later rejection when such defects are discovered or obligate the Owner to final acceptance.

The Contractor shall notify the Architect at least forty-eight (48) hours in advance of operations requiring plant or field inspection. The Contractor will pay the cost of all inspections unless specifically stated otherwise.

At the discretion of the Architect, the Owner will charge the Contractor with inspection costs when it incurs additional expense for such because of:

1. Reinspection due to rejection;
2. Use of inspected materials on other than the Owner's work;
3. When inspection is requested and cannot be performed;
4. For any other cause over which the Owner has no control.
5. All inspection services performed after the original contract completion date.

These charges for unnecessary inspection or inspection costs due to causes within the Contractor's control will be deducted from amounts due the Contractor at the completion of the work.

SUBCONTRACTORS

The Contractor shall furnish the Architect the names of subcontractors proposed and shall not employ any subcontractor that the Architect objects to as incompetent or unfit. The Contractor shall be responsible to the Owner for his subcontractors.

SUBLETTING, ASSIGNING

Except for the supplying of materials, the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or his rights, title or interest in or to the same or any part thereof, without the written consent of the Owner. Such consent shall not release or relieve the Contractor or his surety from any obligation or liability under the Contract.

LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

RESPONSIBILITY FOR WORK

The Contractor will be held responsible for the entire work until it is completed and until same is finally accepted by the Owner. The Contractor will be held responsible for damages resulting from his own fault or because of his noncompliance with the Plans, Specifications, and Contract.

Contractor shall comply with all of the Owner’s requirements and regulations for this location.

PERMITS AND FEES

The Architect and Owner will obtain a general building permit if required. The Contractor will be required to arrange for, obtain, and pay for all other permits, inspections, and assessments necessary in connection with the work. All permits shall be subject to the inspection of the Architect and Owner.

LICENSING

Contractor and subcontractors shall comply with all local and state licensing requirements.

PROGRESS

Before the Contractor begins construction, he shall submit to the Architect a schedule showing the method and manner which the Contractor proposes to pursue so as to complete the proposed construction in such a manner that it will be ready for final acceptance within the time stated in the Contract. Said schedule will show location, sequence, equipment, manpower and estimated calendar days to complete each segment of work required. Upon approval of the Architect as to the starting point of the various phases of the construction, the method and manner of performing the work and the sequence of operations shall not be altered except with the approval of the Architect

The Contractor shall use all practical means to make the progress of the work conform to that shown on the progress schedule which is in effect. No payment will be made to the Contractor while he is delinquent in the submission of a progress schedule. Should the prosecution of the work, for any reason, be discontinued, the Contractor shall notify the Architect at least twenty-four (24) hours in advance of resuming operations.

RESPONSIBILITY FOR DAMAGE CLAIMS, ACCIDENTS, INJURIES OR LOSSES

The Contractor and Surety shall indemnify and save the Owner and all of its representatives harmless from and against all suits, actions or claims of any character brought on account of actual or alleged damages, accidents, injuries or losses sustained by any person or property resulting from any act, error, or omission of the Contractor, his agents or employees, in the execution of the work or in guarding the same. As much of the money due or to become due the Contractor under the Contract, as may be considered necessary by the Owner, will be retained by the Owner to protect itself against loss until all suits or damage claims shall have been settled,

and satisfactory evidence to that effect shall have been furnished to the Owner, provided however, that no money shall be so withheld except where the reasonable estimated amount of potential claims exceeds the applicable limits of the insurance requirements.

CONTRACTOR'S CLAIMS FOR DAMAGES

If the Contractor shall claim compensation for any alleged damage by reason of the acts or omissions of the Owner, or its agents, he shall, within five (5) days after the sustaining of such damage, make a written statement to the Architect of the nature of the alleged damage. On or before the last day of the month next succeeding that in which any such damage is claimed to have been sustained, the Contractor shall file with claims, an itemized statement of the details and amount of the damage. Upon request of the Architect, the Contractor shall give him access to all books or papers containing evidence relative to the amount of such damage.

Unless such statements shall be filed as thus required, the Contractor's claims for compensation shall be forfeited and invalidated, and he shall not be entitled to payment on account of any such damage.

DELAY AND EXTENSION OF TIME

If the work is delayed by act or neglect of the Architect or Owner, or by strikes, lockouts, fires, or other causes beyond the Contractor's control, the time completion must be extended by the Owner an amount equal to the time unavoidably lost.

INJUNCTIONS

If legal obstructions to the prosecution of the Work of less than three months duration arise, the delay shall operate to extend the time for the completion of the part or the parts of the Work obstructed for the length of time the obstruction continues and no longer, but no damages shall be claimed or allowed the Contractor for any such delay.

UNSATISFACTORY PROGRESS AND TERMINATION OF THE CONTRACT

In case the Contractor or any Subcontractor fails to furnish materials or to execute the Work in accordance with the Plans and Specifications, or if the provisions of the Contract are otherwise violated, then in any such case, upon ten days written notice to the Contractor and his Surety, the Owner shall have the right to declare the Contractor in default on the Contract. Said notice shall contain the reason for the Owner's intention to declare the Contractor in default on the Contract and, unless within ten days after service of said notice the violation shall cease or satisfactory arrangements shall have been made for its correction, the Contractor, upon the expiration of said ten days, shall be in default on the Contract and his right to proceed under the Contract shall be terminated.

In the event the Contract is thus declared to be defaulted, the Owner will immediately notify the Contractor and his Surety of such action, and will at once cause the work already done to be measured and computed. The action of the Owner in the declaration of the default of the Contract shall be final and conclusive, and the Contractor shall not be entitled to claim or receive any damages for not being allowed to continue. After the default of the Contract, the Surety shall

have the right to take over and complete the Work, provided, however, that the Surety shall notify the Owner in writing of its intent to do so within twenty (20) days after the notice of the default of the Contract. Such completion of the Work by the Surety shall be done in strict accordance with all the provisions of the original Contract. However, if the Surety does not take over the Contract as stated above, then the Owner shall cause the Work to be completed under a second contract. If the cost of the Work done under the second contract exceeds what it would have cost under the original Contract, the increased cost shall be paid from any money due the Contractor under the Contract, and if that is not sufficient, then the increased cost shall be paid by the Contractor and/or his Surety.

They shall also pay all cost and expense of reletting the Work and all damages resulting from noncompletion of the Work within the Contract time. If, when the Work is completed, it is found that there is any money due the Contractor, it will be paid to him; but no money shall be paid to the Contractor under the Contract after it has been declared in default, until the Work has been completed and accepted and all claims and suits resulting therefrom shall have been settled.

CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

The Contractor may terminate the Contract, upon ten days written notice to the Owner, if any public authority should stop the Work for three months, or if the Architect should fail to issue a certificate of payment, or if the Owner should fail to pay in accordance with this agreement.

PREVAILING WAGE

Under 4115.071, Paragraph "C" of the Ohio Revised Code, any Contractor or Subcontractor contracting with a Public Authority must submit certain personnel and payroll information to that Public Authority's prevailing Wage Coordinator during the life of the Contract.

Any Contractor or Subcontractor participating in a public works project must:

1. Supply to Prevailing Wage Coordinator of the contracting public authority a schedule of the dates during the life of his contract with the authority on which he is required to pay wages to employees.
2. Deliver to the Prevailing Wage Coordinator a certified copy of his payroll, within two weeks after the initial pay date, and supplement report for each month thereafter. If the construction period is to be less than one month, the payroll reports must be made on a weekly basis. Payroll reports must contain the following information:
 - a. Wages
 - b. Name
 - c. Current address
 - d. Social Security number
 - e. Number of hours worked during each day of the pay periods covered and the total for each week.
 - f. Hourly rate of pay
 - g. Job classification
 - h. Fringe payments
 - i. Deductions from his wages.

WAGE RATES

When the total overall re-roof project exceeds \$75,000, all bidders must comply with the prevailing wage rates on Public Improvements in Hamilton County and, as ascertained and determined by the Administrator of the Ohio Bureau of Employment Services (OBES) as provided in Section 4115.05 through 4115.034 of the Revised Code of the State of Ohio. It is anticipated that the Prevailing Wage Law will apply to this project.

PREVAILING WAGE AFFIDAVIT

An "Affidavit of Contractor or Subcontractor, Prevailing Wage", must be executed and returned to the Owner upon completion of the project. Final payment will be retained until the document is received. Please note that the affidavit encompasses the work done by all Subcontractors as well as the Contractor's work force.

GENERAL CONDITIONS OF THE CONTRACT

1. For those conditions not addressed in this document, please refer to the latest edition of AIA Document A 201 published by the American Institute of Architects, entitled “GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION,” as hereinafter amended and supplemented, shall apply to all branches of work and such document, amendments, and supplements are hereby identified as part of all contracts. All bidders must familiarize themselves with such documents.
2. Should any discrepancy occur between these general requirements and AIA Document A201, these general requirements shall take precedence.
3. The above AIA documents are on file, and may be viewed at the offices of the Architect.

SUPPLEMENTAL CONDITIONS FOR GENERAL CONDITIONS OF THE CONTRACT CONSTRUCTION

Add the following Subparagraph 7.1.4 to Article 7 Changes in the Work:

- 7.1.4 For changes in the work, the allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:
- .1 For the Contractor, for Work performed by the Contractor's own forces, fifteen percent of the cost.
 - .2 For the Contractor, for Work performed by the Contractor's Subcontractor, five percent of the amount due the Subcontractor.
 - .3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, ten percent of the cost.
 - .4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, five percent of the amount due the Sub-subcontractor.
 - .5 Cost to which overhead and profit is to be applied shall be determined in accordance with Article 7.
 - .6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$1,000 be approved without such itemization.