



**STANDARD CONTRACT PROVISIONS  
FOR IMPROVEMENT PROJECT CONTRACTS**

**GEAUGA COUNTY  
YEAR 2026**

**PREPARED BY  
THE GEAUGA COUNTY ENGINEER'S OFFICE**

**February 23, 2026**

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**SECTION A  
LOCATION AND DESCRIPTION**

**SECTION A-1**

**A 1.01** The Work covered by these Provisions are for Projects located in Geauga County, Ohio.

**A 1.02** The Work shall consist of the construction of a Public Improvement for the Public Authority listed in the Legal Notice. Such Work may include the installation, repair or replacement of a Roadway, Bridge, Culvert or Traffic Control Devices. Details of the Work are shown on the Plans and defined in the Specification Booklet for the Project.

**DEFINITION OF TERMS**

**SECTION A-2**

**A 2.01 THE PUBLIC AUTHORITY, COUNTY OR TOWNSHIP**, Wherever used herein shall be understood to mean Geauga County, Ohio or a Township located in Geauga County, Ohio, acting through its properly authorized agents.

**A 2.02 COMMISSIONERS, TRUSTEES, FISCAL OFFICER, COUNTY ENGINEER**, or other official title, shall be understood to refer to officials of Geauga County, Ohio or a Township located in Geauga County, acting in accordance with and pursuant to the codes and laws of the State of Ohio.

**A 2.03 ABBREVIATIONS**, Wherever the following abbreviations are used in the general provisions, specifications or on the plans, they are to be construed the same as the respective expressions represented.

<b><u>AASHTO</u></b> -	American Association of State Highway and Transportation Officials
<b><u>AC</u></b> -	Asphalt Cement
<b><u>ACI</u></b> -	American Concrete Institute
<b><u>ADT</u></b> -	Average Daily Traffic
<b><u>ADTT</u></b> -	Average Daily Truck Traffic
<b><u>AISC</u></b> -	American Institute of Steel Construction
<b><u>ASTM</u></b> -	American Society for Testing Materials
<b><u>BMP</u></b> -	Best Management Practice
<b><u>C&amp;MS</u></b> -	Construction and Material Specifications published by ODOT
<b><u>EPA</u></b> -	Environmental Protection Agency
<b><u>FEMA</u></b> -	Federal Emergency Management Agency
<b><u>FHWA</u></b> -	Federal Highway Administration
<b><u>GCE</u></b> -	Geauga County Engineer
<b><u>JMF</u></b> -	Job Mix Formula
<b><u>LPA</u></b> -	Local Public Agency
<b><u>MUTCD</u></b> -	Manual of Uniform Traffic Control Devices
<b><u>NOI</u></b> -	Notice of Intent
<b><u>OAC</u></b> -	Ohio Administrative Code
<b><u>ODOT</u></b> -	Ohio Department of Transportation
<b><u>ODNR</u></b> -	Ohio Department of Natural Resources
<b><u>OEPA</u></b> -	Ohio Environmental Protection Agency

<b><u>OPWC</u></b> -	Ohio Public Works Commission
<b><u>OSHA</u></b> -	Occupational Safety and Health Administration
<b><u>OWPCA</u></b> -	Ohio Water Pollution Control Act
<b><u>PCC</u></b> -	Portland Cement Concrete
<b><u>QA</u></b> -	Quality Assurance
<b><u>QC</u></b> -	Quality Control
<b><u>RAP</u></b> -	Recycled Asphalt Pavement
<b><u>R.C.</u></b> -	Ohio Revised Code
<b><u>SBR</u></b> -	Styrene Butadiene Rubber
<b><u>SBS</u></b> -	Styrene Butadiene Styrene
<b><u>SCD</u></b> -	Standard Construction Drawing published by ODOT
<b><u>SWPPP</u></b> -	Storm Water Pollution Prevention Plan
<b><u>USACE</u></b> -	United States Army Corps of Engineers

**A 2.04 ADDENDUM**, An Addendum shall be a written notification of a correction, interpretation of or change to Bid Documents supplied to the Bidders at least seventy-two (72) hours prior to the bid opening. The Addendum when received by the Bidder will become incorporated into the Specification Booklet.

**A 2.05 AWARD**, The official action of a Public Authority accepting a bid Proposal.

**A 2.06 BIDDER**, An individual, firm or corporation that has properly registered with the Engineer and/or www.bidexpress.com. All registered bidders will be listed on a plan holders list for the project.

**A 2.07 BID DOCUMENTS**, The Bid Documents include the Invitation for Bids, Addenda, Proposal, Contract Document and required bonds, Specifications, Supplemental Specifications, Special Provisions, general and detailed plans, Plan notes, SCD identified in the Plans, notice to contractor, and any other document designated by the Engineer as a Bid Document, all of which constitute one instrument.

**A 2.08 BID NOTIFICATION**, Notification of the availability of Bid Documents prepared by the Engineer for Work. Such Notification will indicate with reasonable accuracy the quantity and location of the Work to be done or the character and quality of the material to be furnished and the time and place of the opening of Proposals.

**A 2.09 BRIDGE**, A structure, including supports, erected over a depression or an obstruction, such as water, highway, or railway, and having a track or passageway for carrying traffic or other moving loads and having a length measured along the center of roadway of more than ten (10) feet between undercopings of abutments or extreme limits of openings for multiple structures.

**A 2.10 CALENDAR DAY**, Every day shown on the calendar.

**A 2.11 CHANGE ORDER**, A written order issued by the Engineer and approved by the Public Authority to the Contractor, covering changes in the plans, quantities or both, within or beyond the scope of the contract and establishing the basis of payment and time adjustments for the work affected by the changes. A Change Order shall serve as a Supplemental Agreement.

**A 2.12 CLAIM**, A Claim is the result of disputes that are not settled through Steps 1 and 2 of the Dispute Resolution and Administrative Claim Process. The Dispute becomes a Claim upon written notice by the Contractor to pursue Step 3 of the Process.

**A 2.13 CLARIFICATION**, A Clarification shall be written notification to provide a better understanding of the meaning of the Bid Documents to all Bidders. A Clarification is not an Addendum.

**A 2.14 COMPLETION DATE**, The date specified in the Proposal, specified on the approved Schedule of Operations, or approved by an Extension of Time.

**A 2.15 CONSTRUCTION AND MATERIAL SPECIFICATIONS**, The C&MS is published by ODOT and contains standard specifications regarding construction methods and material requirements for highway related construction in the State of Ohio. Section 100 - General Provisions shall not apply to locally funded projects as this document covers the contracting and legal provisions for county and township public improvement projects. The most recent publication shall serve as a basis of specifications, unless otherwise stated in the Plans or Description of Work, for all highway related improvements in Geauga County. For Federally Funded Projects, refer to the LPA Construction and Material Specifications included with the project specifications as that document supersedes this document.

**A 2.16 CONTRACT OR CONTRACT DOCUMENTS**, The Contract is the written agreement covering the performance of the Work and furnishing labor, tools, equipment and materials in the construction of the Work. The Contract shall include, but not necessarily be limited to; the Legal Notice, these General Provisions, Description of Work, Plans, Specifications, Specification Booklet, Addenda, Proposal, Contract Form, Schedule of Operations, Subcontractor/Supplier Information, Non-collusion Affidavit, Bid Guaranty Bond, Performance Bond, ODOT C&MS, Certification of Personal Property Tax, Prevailing Wage Rates, Extra Work Contracts and Supplemental Agreements, "Accepted" and "Accepted as Noted" Working Drawings, and any other document designated by the Engineer as a Contract Document, all of which constitute one instrument.

**A 2.17 CONTRACT ITEM (PAY ITEM)**, A specifically described unit of work for which a price is provided in the contract.

**A 2.18 CONTRACTOR**, The Contractor is any person, firm or corporation undertaking work on an executed Contract.

**A 2.19 CULVERT**, Any structure not classified as a bridge which provides an opening under the roadway.

**A 2.20 DAY(S)**, The word day(s) shall be held to mean calendar days unless otherwise specified.

**A 2.21 DISPUTE**, Disagreements, matters in question and differences of opinion between the Engineer's personnel and the Contractor that may include a request for lost compensation, additional money and/or time.

**A 2.22 EARLIEST START DATE**, The date as shown on the Proposal to notify the Bidder of the earliest date that will be allowed on the Schedule of Operations that the work may commence.

**A 2.23 ENGINEER**, The Engineer shall be understood to mean the Geauga County Engineer or his designated and authorized agents.

**A 2.24 ENGINEER'S ESTIMATE**, The Engineer is required to prepare an estimate of cost for County and Township Improvement Projects prior to the issuance of Bid Documents. The estimate is used for budgetary planning purposes, as well as a comparison to bids received for awarding purposes per R.C. § 5555.61 and R.C. § 5575.02.

**A 2.25 EQUIPMENT**, All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and any tools and apparatus necessary for the proper construction and acceptable completion of the Work.

**A 2.26 EXTRA WORK**, An item of work not provided for in the contract as awarded but found essential to the satisfactory completion of the contract within its intended scope.

**A 2.27 EXTRA WORK CONTRACT**, A Supplemental Agreement concerning the performance of Work or furnishing of materials involving Extra Work.

**A 2.28 FINAL ACCEPTANCE**, The Project will be considered accepted and the obligation on the part of the Contractor for further Work will cease upon approval of the Final Estimate by the Public Authority for the Project.

**A 2.29 FINAL ESTIMATE**, The Final Estimate will be the last invoice or estimate to be paid and will release the Public Authority of any further payment obligation for the Project.

**A 2.30 FINAL INSPECTION**, The Final Inspection will occur as a precedent to payment of the Final Estimate. This on-site inspection meeting will include the Public Authority, Engineer and Contractor. The Work on the improvement will be inspected and reviewed for any damage which may need to be remedied, as well as for compliance with the Plans, Specifications and the intent of the Project.

**A 2.31 INSPECTOR**, The Engineer's authorized representative assigned to make detailed inspections of contract performance.

**A 2.32 LABORATORY**, The Laboratory shall be understood to mean a testing laboratory approved by the Engineer for testing materials used in the proposed construction and maintenance.

**A 2.33 LATEST COMPLETION DATE**, The date as shown on the Proposal to notify the Bidder of the date by which all work must be completed and the latest date that will be allowed on the Schedule of Operations for construction completion.

**A 2.34 LPA AGREEMENT**, The agreement between Geauga County and ODOT which establishes certain contract provisions for LPA Local-let projects.

**A 2.35 LPA LOCAL-LET PROJECTS**, Local projects funded with federal aid funding. The contract administration and project inspection are performed by the County for LPA Local-let projects. See **Section C** for the special contract provisions for LPA Local-let projects.

**A 2.36 MATERIALS**, Any materials or products specified for use in the construction of the project and its appurtenances.

**A 2.37 NOTICE OF COMMENCEMENT**, A notice prepared in accordance with R.C. § 1311.252 by the Public Authority or Engineer. As required by law, the Notice of Commencement will contain the information pertaining to the Contractor and the Surety for the Project.

**A 2.38 NOTICE OF FURNISHING**, A document prepared by a Subcontractor who has performed work or Supplier who has supplied material for a Project. This form notifies the Public Authority and Engineer of work performed on or materials supplied to a Project. The form of the Notice of Furnishing shall be as shown in R.C. § 1311.261.

**A 2.39 NOTICE TO PROCEED**, The Notice to Proceed is an official written notice from the Public Authority to the Contractor authorizing the commencement of Work on the Project.

**A 2.40 ODOT PREQUALIFICATION**, Bidders are required to meet the prequalification standards established by ODOT for federally funded LPA Local-let projects let by Geauga County.

**A 2.41 PERFORMANCE BOND**, The Performance Bond is the approved form of security per R.C. § 153.57 or R.C. § 153.571 furnished by the Contractor and their Surety or Sureties as a guarantee that they will complete the Work and pay all debts in accordance with the terms of the Contract and Supplemental Agreements pertaining thereto.

**A 2.42 PLANS**, The Plans are official reproductions of working drawings and supplemental drawings which show the details of the Work to be done and are to be considered as part of the Contract, supplementary to the specifications.

**A 2.43 INTENTIONALLY LEFT BLANK**,

**A 2.44 PROJECT**, The specific section of the highway together with all appurtenances and construction to be performed thereon under the contract.

**A 2.45 PROPOSAL**, The approved form listing Contract Items, bound with the Subcontractor Information and Schedule of Operations, on which the Public Authority requires formal Bids to be prepared and submitted for the Work.

**A 2.46 PROPOSAL GUARANTY**, The Proposal Guaranty is the Security, in the form of a Bid Guaranty as defined by R.C. § 153.54, submitted with the Proposal by the Bidder to ensure that the Bidder will enter into a Contract with the Public Authority for construction of the Work, if the Bidder is awarded the Contract.

**A 2.47 PROPOSAL PACKAGE**, The Proposal Package as prepared by the Engineer shall include the Proposal, Bid Guaranty, Subcontractor/Supplier Information sheet, Schedule of Operations, Non-Collusion Affidavit and Corporation Certificate. If additionally required, a State of Ohio or Federal Equal Employment Opportunity compliance sheet shall be included in the Proposal Package.

**A 2.48 PUNCHLIST**, A written document prepared by the Engineer listing the items requiring corrective work prior to the payment of the final invoice for the Project.

**A 2.49 REGISTERED ENGINEER**, An engineer registered with the Ohio State Board of Registration for Professional Engineers and Surveyors to practice professional engineering in the State of Ohio.

**A 2.50 REGISTERED SURVEYOR**, A surveyor registered with the Ohio State Board of Registration for Professional Engineers and Surveyors to practice professional surveying in the State of Ohio.

**A 2.51 RETAINER (OR RETAINAGE)**, Funds held by the Public Authority or placed in an escrow account in accordance with the provisions of R.C. § 153.63 for work satisfactorily completed. For Federally Funded Projects, refer to the LPA Construction and Material Specifications included with the project specifications as that document supersedes this document and **Section C** for the special contract provisions for LPA Local-let projects.

**A 2.52 RIGHT-OF-WAY**, A general term denoting land, property, or interest therein, usually in a strip, acquired for, or devoted to a public highway.

**A 2.53 ROADWAY**, The portion of a highway within the limits of construction.

**A 2.54 SCHEDULE OF OPERATIONS**, The Schedule of Operations is a schedule of the Contractor's proposed operations which details the manner and timeliness in which he proposes to complete the Work under the Contract.

**A 2.55 SPECIFICATIONS**, The Specifications are the directions, provisions and requirements as contained herein or amended in the Description of Work, pertaining to the method and manner of performing the Work, the quantities and qualities of materials to be furnished and method of evaluating payments under the Contract. The latest edition, at the time of Bid, of the *Construction and Material Specifications* published by ODOT and the *Modifications to the Construction and Material Specifications for Geauga County* published by the Engineer shall govern the construction aspects of the Work unless in direct conflict with the Revised Code or amended in the Description of Work for the Project.

**A 2.56 SPECIFICATION BOOKLET**, The Specification Booklet as prepared by the Engineer shall include the Legal Notice, Description of Work, Prevailing Wage Rates and any specific modifications to the C&MS. If additionally required, Addenda become a part of this booklet.

**A 2.57 STANDARD CONSTRUCTION DRAWINGS**, Standard drawings prepared by ODOT which supplement the Plans or methods to be followed for the Work.

**A 2.58 START DATE**, The date as shown on the approved Schedule of Operations on which the work contemplated will commence.

**A 2.59 STRUCTURES**, Bridges, culverts, catch basins, drop inlets, retaining walls, cribbing, manholes, endwalls, headwalls, buildings, sewers, service pipes, underdrains, foundation drains and other features that may be encountered in the work and not otherwise classed herein.

**A 2.60 SUBCONTRACTOR**, A Subcontractor is any person, firm or corporation undertaking Work under the obligation of the Contractor, who prior to such undertaking received the written consent of the Public Authority.

**A 2.61 SUPERINTENDENT**, The Superintendent is the on-site representative of the Contractor, present on the job site at all times during the project, authorized to receive and execute instructions from the Engineer and capable of efficiently directing the Work.

**A 2.62 SUPPLEMENTAL AGREEMENTS**, Supplemental Agreements are written agreements executed by the Contractor and the Public Authority covering alterations necessary to properly complete the Work.

**A 2.63 SUPPLEMENTAL SPECIFICATIONS**, Detailed specifications prepared by ODOT or the Engineer that are a supplemental to or supersede the C&MS.

**A 2.64 SUPPLIER**, A Supplier is any person, firm or corporation providing materials to be incorporated into the Work under the obligation of the Contractor, who prior to such undertaking received the written consent of the Public Authority.

**A 2.65 SURETY**, The Surety is the corporate body, individual (or individuals), bound with and for the Contractor for the acceptable performance of the Contract and for the completion of work.

**A 2.66 UTILITY FACILITIES**, Utility facilities shall be understood to include all poles, tracks, pipes, wires, conduits, house service connections, vaults, manholes, and other appurtenances, whether owned or controlled by the Public Authority or other public bodies or by privately owned corporations, used to supply the public with transportation, heating, electric, telephone, water, sewer, or other services.

**A 2.67 WORK**, The Work is all work specified in the Description of Work or indicated on the Plans for the contemplated improvements covered by the Contract and Supplemental Agreements pertaining thereto.

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## PROPOSAL REQUIREMENTS AND CONDITIONS

### SECTION A-3

**A 3.01 CONTENTS OF BID DOCUMENTS**, Bid Documents will include information relating to the Project including a Proposal Package for use by the Bidder to submit a Bid for the Project.

**A 3.02 ISSUANCE OF BID DOCUMENTS**, A prospective Bidder may obtain Bid Documents for a project from [www.bidexpress.com](http://www.bidexpress.com), the online web service as listed in the Legal Notice and will also be available at the Engineer's office, by mail, or by electronic mail.

**A 3.03 INTERPRETATION OF ESTIMATED QUANTITIES**, The quantities listed on the Proposal are approximate and are to be used for the comparison of bids only. The Engineer will only pay the Contractor for the actual quantities of Work performed and accepted according to the Contract Documents. The Engineer may increase, decrease, or omit the scheduled quantities of Work without invalidating the Bid prices.

**A 3.04 EXAMINATION OF BID DOCUMENTS AND SITE OF WORK**, The Bidder is required to carefully examine the Bid Documents and perform a reasonable site investigation before submitting a Bid. Submitting a Bid is an affirmative statement that the Bidder has investigated and is acquainted with the conditions to be encountered for performing the Work, including the character, quality and quantities of Work to be performed and materials to be furnished, including increases or decreases, the prevailing hourly wage rates for the area in which the project is located, and the requirements of the Specifications. It is mutually understood that submission of a Proposal shall be considered prima facie evidence that the Bidder has made such examination and is satisfied as to all conditions that will affect the Work.

**A 3.05 INTERPRETATION OF BID DOCUMENTS**, If any Bidder contemplating submitting a Bid for the proposed Project is in doubt as to the true meaning of any part of the Bid Package or Contract Form, the Bidder may request a clarification in the questions section of Bid Express or by e-mail to [GCEBidding@geauga.oh.gov](mailto:GCEBidding@geauga.oh.gov) no less than five (5) days prior to the fixed bid opening date. The Bidder submitting the request will be responsible for its prompt delivery. Any clarification of the Bid Package or Contract Form will be made only by Addendum or Clarification duly issued and a copy will be posted to Bid Express, emailed, faxed or otherwise delivered to each Bidder. No phone calls will be accepted. The Public Authority or Engineer will not be responsible for any other explanation or interpretation of the proposed documents.

**A 3.06 PREVAILING WAGE RATES**, When the Engineer's Estimate exceeds the thresholds for a "new construction" project or for a "reconstruction" project as defined by R.C. § 4115.03, the Contractor shall pay Prevailing Wages for the Project. Prevailing Wages shall be as determined by the Ohio Department of Commerce per R.C. § 4115.04 for locally or state funded projects and the Davis Bacon Act for projects funded with any type of federal funding.

**A 3.07 SUBSURFACE CONDITIONS**, The Public Authority or Engineer assumes no responsibility for information regarding the character of earth or other subsurface materials that may be encountered in the course of excavations under this Contract. Bidders shall determine for themselves the character of material that will be encountered.

**A 3.08 PREPARATION OF PROPOSAL**, The Bidder's Proposal shall be submitted through [www.bidexpress.com](http://www.bidexpress.com) or in hard copy to the Public Authority at the address indicated in the legal notice. When a hard copy proposal is used, all blank spaces in the columns of the Proposal must be filled in correctly for each and every Contract Item. The Bidder must state the price in writing for which The Bidder proposes to do each Contract Item of Work contemplated. Bid prices for Lump sum Contract Items shall be shown in the TOTAL ITEM column. For all unit price Contract Items, the Bidder shall fill in the LABOR and material (MAT'L) amount portions of the unit price bid where applicable. The LABOR and MAT'L columns shall be totaled to obtain the column BID for the unit price bid for each Contract Item. The result of the ESTIMATED QUANTITY column multiplied by the BID column shall be shown in the TOTAL ITEM column. The Proposal will show a construction time period parameter in which the Contractor will be expected to complete the Work. The Bidder shall fill in the number of days in which the Bidder proposes to complete the Work if the Proposal requests this information.

**A 3.09 DUTY TO NOTIFY OF ERRORS IN BID DOCUMENTS**, Bidders shall notify the Engineer of errors and omissions in the Bid Documents. A Bidder's duty to disclose errors and omissions is not only a bidding requirement but is also a legal requirement that cannot be ignored. Bidders shall notify the Engineer of any errors or omissions identified in the same manner questions are submitted under **Section A 3.05**. Failure to provide notification of any errors and/or omissions shall constitute a waiver by the Contractor for any claim based upon any apparent or patent ambiguity arising from insufficient data or obvious errors in the Bid Documents.

**A 3.10 UNBALANCED BIDDING**, Bid all items correctly and price each quantity as indicated in the Bid Documents. The Engineer will recommend rejection of any Mathematically Unbalanced Bid if the Bid is also Materially Unbalanced. A Mathematically Unbalanced Bid is a Bid containing lump sum or unit price items that do not include reasonable labor, equipment, and material costs plus a reasonable proportionate share of the Bidder's overhead costs, other indirect costs, and anticipated profit. A Bid is Materially Unbalanced when the Public Authority determines that an award to the Bidder submitting a Mathematically Unbalanced Bid will not result in the lowest ultimate cost to the Public Authority.

**A 3.11 SIGNATURE OF PROPOSAL**, The Bidder shall sign the Proposal correctly. For the submission of a bid in hard copy, the Proposal shall be printed and properly signed. Online bidding through [www.bidexpress.com](http://www.bidexpress.com) will require a properly formatted digital signature. If the Proposal is made by an individual, the individual's name and post office address must be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership must be shown. If made by a corporation, the Proposal must show the name of the state under the laws of which the corporation was chartered and the name and title of the officer or officers having authority to sign contracts. Anyone signing a Proposal as agent must file legal evidence with the Public Authority of his authority to do so. A Corporation Certificate is provided in the Proposal Package to be used by a Bidder to meet this requirement.

**A 3.12 LAWS AFFECTING PUBLIC WORK**, The attention of the Bidder is called to the laws of the State of Ohio and to local ordinances pertaining to Contracts on public Work, and to statutory requirements of the State of Ohio relative to licensing of Corporations organized under the laws of any other State.

**A 3.13 PROPOSAL GUARANTY**, No Proposal will be considered unless accompanied by a properly signed and sealed Bid Guaranty per R.C. § 153.54 in the form of a certified check, cashier's check or letter of credit pursuant to R.C. § 1305 equal to ten percent (10%) of the total bid for each Proposal; or a bid guaranty bond in the amount of one hundred percent (100%) of the total bid for each Proposal made payable to the Public Authority in the form as shown in R.C. § 153.571. Any letter of credit shall be revocable only at the option of the Public Authority. The Proposal Guaranty will serve as a guarantee that, if the Proposal is accepted, a Contract will be entered into, and the performance of the Contract is properly secured. Bidders submitting a hard copy Proposal shall provide original Proposal Guaranty documents with its submission. Bidders using the [www.bidexpress.com](http://www.bidexpress.com) online web service shall upload a copy of the Proposal Guaranty through [www.bidexpress.com](http://www.bidexpress.com) and deliver the originals within 72 hours of bid opening not including Saturdays, Sundays, and legal holidays as defined in R.C. § 1.14.

**A 3.14 DELIVERY OF PROPOSAL**, Proposals can be submitted via one of three methods: (1) Electronically via the [www.bidexpress.com](http://www.bidexpress.com) web service; (2) In hard copy by mail; or (3) In hard copy by hand delivery to the Public Authority. Electronically submitted proposals for the project shall be uploaded through the [www.bidexpress.com](http://www.bidexpress.com) online web service. Proposals submitted in hard copy for the project shall be placed, together with the properly signed and sealed Proposal Guaranty, in a sealed envelope so marked as to indicate the identity of the Project and the name and address of the Bidder. If forwarded by mail said envelope shall then be placed in another envelope which shall be sealed and addressed for mailing. Proposals shall be addressed to the Public Authority as stated in the Legal Notice. Proposals will be received until the hour and date set for the opening thereof and must be in the hands of said Public Authority by that time, unless otherwise stated in the Legal Notice. All proposals received after the time for opening of bids will be returned to the Bidder unopened.

**A 3.15 WITHDRAWAL OF PROPOSAL**, If a Proposal was submitted in hard copy form, a bidder may withdraw its Proposal, provided a request in writing is in the hands of the Public Authority prior to the time set for opening Proposals, as indicated in the Legal Notice. If a Proposal was submitted electronically through the [www.bidexpress.com](http://www.bidexpress.com) online web service, a bidder may withdraw its Proposal through [www.bidexpress.com](http://www.bidexpress.com), provided the withdrawal is completed prior to the time set for opening the Proposals. When any withdrawn Proposal is reached at the Public Opening, it will be returned to the Bidder unopened. A Bidder may also withdraw a Proposal pursuant to bids made in error satisfying the provisions of R.C. § 9.31.

**A 3.16 PUBLIC OPENING OF PROPOSALS**, Proposals will be opened and read publicly at the time and place designated in the Legal Notice. Bidders or other interested parties are invited to be present at the opening. If an Addendum to the Specification Booklet or Plans is delivered to the Bidder within seventy-two (72) hours prior to the published time for the opening of bids, excluding Saturdays, Sundays and legal holidays, the bid date shall be extended for one (1) week with no further advertising of bids required per R.C. § 153.12.

**A 3.17 INTERPRETATION OF PROPOSALS**, In case of informalities due to math errors including incorrect totaling of TOTAL ITEM column or the BID column multiplied by the ESTIMATED QUANTITY and resultant extension do not agree, the BID column in the unit bid price shall govern. If a very obvious error is found, the Public Authority shall be authorized to make the correct extension and/or total for the purpose of comparing Bids. In case of discrepancy between the prices indicated in figures and written words, the written words shall govern.

**A 3.18 REJECTION OF PROPOSALS**, Proposals may be rejected if they show any alterations of forms, additions not called for, unbalanced bid items, conditional or alternate bids, incomplete bids, or irregularities of any kind. A Proposal may be rejected if a Bidder has not complied with provisions of R.C. § 3517.13. The Public Authority reserves the right to waive any informality in the Proposal or to reject any or all bids.

**A 3.19 DISQUALIFICATION OF BIDDER**, More than one Proposal from an individual, a firm or partnership, a corporation or an association under the same or different names, will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the Work contemplated may be cause for the rejection of all Proposals in which such Bidder is interested, excepting however, a party who has quoted prices to other Bidders as a Supplier or Subcontractor who has no interest in submitting a bid directly for the Work. Any or all Proposals will be rejected if there is reason to believe that collusion exists among the Bidders. Proposals in which the unit bid prices obviously are unbalanced may be rejected. No Proposal will be considered in which any official of the Public Authority, its servants or employees is directly or indirectly interested.

**A 3.20 MATERIAL GUARANTY**, Before any Contract is awarded, the Bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all materials and equipment to be used in the construction of the Work together with samples, which may be subjected to Laboratory analysis or other tests to determine their quality and fitness for the Work.

**AWARD AND EXECUTION OF CONTRACT**

**SECTION A-4**

**A 4.01 REVIEW OF THE LOWEST COMPETENT AND RESPONSIBLE BIDDER.** The bid award shall be based on, but not necessarily limited to, the following factors:

- adherence to all conditions and requirements of the bid specifications
- total bid price
- unit bid price
- total number of days proposed to complete the work
- general reputation and experience of Bidders
- ability to execute the Contract properly
- Public Authority's evaluation of the Bidder's ability to service the public
- financial responsibility of the Bidder
- Public Authority's knowledge of experience with the bidder's past performance
- needs and requirements of the Public Authority
- nature and extent of information provided by the Bidder upon request of the Public Authority

**A 4.02 AWARD OF THE CONTRACT,** In accordance with R.C. § 153.12, the Public Authority shall have sixty (60) days from the date of opening for the purpose of reviewing the bids and investigating the qualifications of the Bidders, prior to executing the Contract. The Contract will be awarded to the lowest competent and responsible bidder. No Contract will be awarded if all Proposals received are in excess of the Engineer's Estimate to the limits provided in R.C. § 5555.61 and R.C. § 5575.03. The Public Authority reserves the right to reject any and all bids. The Public Authority will send written notice of its award to the successful Bidder. Said notice shall constitute acceptance of the successful Bidder's Proposal.

**A 4.03 CANCELLATION OF AWARD,** The Public Authority may rescind any action to award a Contract at any time before all parties sign the Contract Documents without any liability to the Public Authority.

**A 4.04 RETURN OF PROPOSAL GUARANTY,** All Proposal Guaranties of the unsuccessful Bidders shall be returned immediately upon the Award of the Contract.

**A 4.05 PERFORMANCE BOND,** If the Bidder enters into the Contract, the Bidder shall file a bond per R.C. § 153.57 or R.C. § 153.571 for the amount of the Contract to indemnify the Public Authority and his agents against all damages suffered by the failure to perform the Contract according to its provisions and to pay all lawful claims of subcontractors, suppliers, and laborers for labor performed or material furnished in completing the Contract.

**A 4.06 AFFIDAVIT IN COMPLIANCE WITH R.C. § 3517.13,** In accordance with R.C. § 3517.13, the successful Bidder and individuals or representatives of the successful Bidder shall be required to provide an affidavit upon the form provided stating the facts about possible conflict of interest or other violations related to campaign contributions to the Public Authority or board members of the Public Authority.

**A 4.07 SURETY INQUIRY**, On the form provided by the Engineer, the successful Bidder shall provide information pertaining to the Surety.

**A 4.08 FAILURE OF BIDDER TO EXECUTE AN AWARDED CONTRACT**, In accordance with R.C. § 153.54, the successful Bidder shall be required to provide the Performance Bond and execute the Contract with the Public Authority within ten (10) days after the awarding of the Contract. If the Bidder fails to enter into the Contract and the Public Authority awards the Contract to the next lowest Bidder, the Bidder and his Surety shall be liable to the Public Authority for the difference between his bid amount and that of the next lowest Bidder, or for a penal sum not to exceed ten (10%) percent of the amount bid, whichever is less.

If the Bidder fails to enter into the Contract and the Public Authority does not award the Contract to the next lowest bidder but resubmits the project for bidding, the Bidder and his Surety shall be liable to the Public Authority for a penal sum not to exceed ten (10%) percent of the amount of the bid or the costs in connection with the resubmission of printing new Bid Packages, required advertising, printing, and mailing notices to prospective Bidders, whichever is less.

**SECTION B  
SCOPE OF THE WORK**

**SECTION B-1**

**B 1.01 INTENT OF THE CONTRACT DOCUMENTS**, The Contract Documents are interrelated, and that which is called for by anyone shall be binding as if called for by all. 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, perform altered work and Extra Work. The Contractor shall also furnish all labor, materials, equipment, tools, transportation and supplies required to complete the Work in accordance with the Plans, Specifications and terms of the Contract. Should any misunderstanding arise as to the intent or meaning of the Plans, Specifications, these provisions or the Proposal, or any discrepancy appear, the decision of the Engineer shall be final and conclusive.

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

**B 1.02 PLANS AND SPECIFICATIONS**, The Work shall be executed in strict compliance with the Plans and Specifications, and the Contractor shall not perform any work without proper drawings and instructions. Unless otherwise provided in the Bid Documents, the Engineer will furnish to the Contractor at no cost, all copies of the Plans and Specifications reasonably necessary to carry out the Work.

The Contractor shall keep at the site of the Work an approved or conformed copy of the Plans and Specifications and shall at all times give the Public Authority access thereto. In case of a difference between the Plans and Specifications, such difference shall be called to the attention of the Engineer and his decision thereon shall be final.

Figured dimensions and elevations on the Plans are intended to be correct but shall be checked by the Contractor before starting construction. Any errors, omissions or discrepancies shall be brought to the attention of the Engineer and his decision thereon shall be final. All notes on the Plans shall be followed.

**B 1.03 EXISTING STRUCTURES SHOWN ON PLANS**, Where underground and surface structures are shown on the Plans, the location, depth and dimensions of such structures are believed to be reasonably correct but are not guaranteed. Such structures are shown for the information of the Contractor, but information so given is not to be construed as a representation that such structures will in all cases be found or encountered where shown, or that they represent all the structures which may be encountered.

**B 1.04 DIFFERING SITE CONDITIONS**, During the progress of the Work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract Documents or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract Documents, are encountered at the site, notify the Engineer of the specific differing conditions before they are disturbed or the affected Work is performed.

Upon notification, the Engineer will investigate the conditions and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any Work under the Contract, the Public Authority may, at the recommendation of the Engineer, make an adjustment and modify the Contract. The Engineer will notify the Contractor of the determination whether or not an adjustment of the Contract is warranted.

**B 1.05 INCREASED OR DECREASED QUANTITIES**, The Public Authority may, by written instructions to the Contractor, make alterations in the Plans involving increases or decreases in the quantity of work as may be necessary or desirable. Such alterations shall not be considered as a waiver to any of the conditions of the Contract, nor invalidate any of the provisions thereof.

**B 1.06 EXTRA WORK**, The Public Authority may, at any time during the progress of the Work, order other work or use of materials incidental thereto. All such work and materials which do not appear in the Proposal and Contract as a specific item accompanied by a unit price and are not included under the price bid for other items in the Contract shall be designated Extra Work. Extra Work shall be let for bid in accordance with R.C. § 5555.69 or R.C. § 5575.05. The work shall be completed in accordance with supplemental Plans or Specifications and as directed by the Engineer. A Supplemental Agreement between the Public Authority and the Contractor may be executed if all legal requirements with regards to public bidding and Extra Work are met. In all cases in which the amount of the original contract price is less than twenty-five thousand dollars for any particular line item listed in the new contract and the overall total estimate for the extra work does not exceed ten per cent of the total of the original contract, the contract for the extra work may be let by the board at private contract without publication or notice. Before any Extra Work is started a Change Order shall be issued or a Supplemental Agreement shall be executed by the Public Authority and Contractor to do the Work. Payment for all Extra Work will be made as provided in **Section B 6.05** of these Provisions.

**B 1.07 FINAL CLEAN UP**, The Contractor shall maintain the Project in a safe and presentable condition. Upon completion of the Work, the Contractor shall clean streets, sidewalks, curb, lawns, and all areas adjacent to the site of the Work or occupied by him in connection with the Work. All rubbish, excess materials, formwork, temporary structures, and equipment shall be removed and disturbed areas refurbished. All parts of the Work shall be left in a neat and presentable condition satisfactory to the Public Authority before payment of the Final Estimate and Final Acceptance.

**B 1.08 DISPUTE RESOLUTION AND ADMINISTRATIVE CLAIM PROCESS,**

**A. Disputes and Claims:** Disputes include disagreements, matters in question, and differences of opinion between the Engineer's personnel and the Contractor that may include a request for disputed compensation, additional compensation and/or additional time for contract completion. Claims are disputes that are not settled through Step 2 of the Dispute Resolution and Administrative Claim Process and for which the Contractor has documented costs or time incurred as a result of such disputes.

Disputes and Claims by subcontractors and suppliers may be pursued by the Contractor on behalf of subcontractors or suppliers. Disputes and Claims of subcontractors and suppliers against the Contractor will not be reviewed by the Public Authority or the Engineer. Disputes and Claims by subcontractors and suppliers against the Public Authority or Engineer, but not supported by the Contractor, will not be reviewed by the Public Authority or Engineer.

Disputes and claims subject to the review by the Engineer include:

1. Interpretation of specifications, standard drawings, plans, proposals, working orders by County personnel having authority over the project, provided that such orders have been authorized in accordance with Ohio Law.
2. Differing site conditions as defined in **Section B1.04**.
3. Cost and time incurred by:
  - a. Suspension of work pursuant to **Section B5.09**.
  - b. Increased or decreased quantities pursuant to **Section B1.05**.
  - c. Utility interference with work pursuant to **Sections B2.07 & B4.23**.
  - d. Extra work ordered pursuant to **Sections B1.06**.
  - e. Acts or inaction of the County or other government agencies.
4. Contract time extensions due to weather, shortages of labor, equipment, or materials, or other causes beyond the Contractor's control as defined in **Section B5.12**.
5. Other subjects mutually agreed upon by Geauga County and Contractor to be within the scope of the Dispute Resolution and Administrative Claim Process.

**B. Process:** The Contractor shall exhaust all methods of dispute or Claim resolution by pursuing the Steps listed under this Section prior to seeking additional compensation or contract time by filing an action in the proper jurisdictional court or the Ohio Court of Claims. The following procedures do not compromise the Contractor's right to seek relief under the Ohio court system.

All parties to the dispute must adhere to the Dispute Resolution and Administrative Claim process explained herein. Engineer personnel involved in Step 2 reviews will not consider a dispute until the previous Step 1 process is complete and a decision has been issued. The Contractor's personnel shall not contact any person involved in a Step level review until a decision has been issued at the previous Step level.

Failure by the Contractor to meet any of the timeframes outlined herein or to request an extension may terminate further review of the dispute and may serve as a waiver of the Contractor's right to file a Claim.

**C. Continuation of Work:** At the discretion of the Engineer, the Contractor shall continue with all Work, including that which is in dispute. The Public Authority will continue to pay for acceptable Work completed by the Contractor.

**D. Step 1 - On-Site Determination:** The Project Inspector and Deputy Engineer Responsible for Construction shall meet with the Contractor's superintendent within two (2) working days of receipt of the Contractor written notice of a dispute. They shall review all pertinent information and contract provisions and negotiate in an effort to reach a resolution in accordance with the Contract Documents. The Deputy Engineer Responsible for Construction will issue a written decision of Step 1 within seven (7) calendar days of the meeting. If the dispute is not resolved, the Contractor must either abandon or escalate the dispute to Step 2.

**E. Step 2 - GCE Dispute Resolution Committee:**

Within seven (7) calendar days of receipt of the Step 1 decision, the Contractor must submit a written request for a Step 2 meeting to the Engineer. The Engineer will assign the dispute a dispute number and appoint a GCE Dispute Resolution Committee (DRC). The DRC shall be responsible for hearing and deciding disputes at the Step 2 level. The DRC shall consist of three employees of the County, two of which shall be from the Engineer's Deputy Staff. Within seven (7) calendar days of receipt of the Committee's acknowledgement of the request for a Step 2 meeting, the Contractor shall submit Dispute Documentation as follows:

1. The Contractor shall submit three (3) complete copies of the documentation of the dispute to the Engineer.
2. The Dispute Documentation shall identify the county or township project, contract number, Contractor name, subcontractor or supplier if involved in the dispute and the dispute number.
3. The Dispute Documentation shall be an original document providing the required information, in detail, for each separate item of disputed compensation, additional compensation and/or time extension requested.
4. Include a narrative of the disputed work or project circumstance at issue. This section must include the dates of the disputed work and the date of written notice.
5. Include references for the applicable provisions of the plans, specifications, proposal, or other contract documents.
6. The dollar amount of disputed compensation, additional compensation and/or length of contract time extension being requested. Include the supporting documents for the requested compensation or time extension.
7. A detailed schedule analysis must be included in the Dispute Documentation for any dispute concerning additional contract time, actual or constructive acceleration, or delay damages. At a minimum, the schedule analysis must include the Schedule Update immediately preceding the occurrence of the circumstance alleged to have caused delay and must comply with accepted industry practices. Failure to submit the required schedule analysis will result in the denial of that portion of the Contractor's request.
8. Copies of relevant correspondence and other pertinent documents.

The DRC shall meet with the Contractor and consider the Dispute within seven (7) calendar days of receipt of the Contractor's Dispute documentation. The Committee will issue a written decision of Step 2 within seven (7) calendar days of the meeting. If the Dispute is not resolved, the Contractor may either abandon or escalate the dispute to Step 3.

**F. Step 3 - Engineer and Public Authority Administrative Claim Review:** Within seven (7) calendar days of receipt of the Step 2 decision, the Contractor must submit a written request for to advance the Dispute to an Administrative Claim filed with the Engineer.

The Contractor shall include the information required for Step 2 and may supplement the Dispute documentation. In addition to the documentation submitted at the Step 2 level, the Contractor may enhance the narrative to include further documentation appealing the Dispute decision rendered by the DRC. The Contractor shall submit four (4) copies of the Administrative Claim documentation. When submitting the Claim documentation, the Contractor must certify the Claim in writing and under oath. Such certification shall attest to the following:

1. The Claim is made in good faith.
2. To the best of the Contractor's knowledge, all data offered to support the Claim is accurate and complete.
3. The Claim amount accurately reflects the Contractor's actual incurred costs and additional time impacts.

This Claim certification shall also be notarized pursuant to the laws of the State of Ohio. The following is an example of the correct form for a Claim certification:

*(The Contractor) certifies that this Claim is made in good faith, that all supporting data is accurate and complete to the best of (the Contractor's) knowledge and belief, and that the Claim amount accurately reflects the contract amendment for which (the Contractor) believes (Public Authority) is liable.*

By: \_\_\_\_\_  
*(The Contractor, Name and Title)*

*Date of Execution:* \_\_\_\_\_

The Public Authority and Engineer shall meet with the Contractor and consider the Claim within twenty-one (21) calendar days of receipt of the Contractor's Administrative Claim Documentation. The Public Authority is required to meet in public. The Engineer will issue a written decision of Step 3 within seven (7) calendar days of the meeting. The Engineer's decision completes the Dispute Resolution and Administrative Claims Process.

In the instance that the Public Authority is a Township, the Engineer will issue a written decision of Step 3 within seven (7) calendar days of the meeting with the Township. The Township within fourteen (14) days shall then choose to accept or reject the recommendation of the Engineer. If the Township rejects the Engineer's decision, the Township shall hear the matter itself. If the Township accepts the Engineer's decision, the Dispute Resolution and Administrative Claim Process is considered complete.

**G. Step 4 – Jurisdictional Court:** If the dispute is not resolved after the completion of Steps 1 through 3, Contractor may file an action in the proper jurisdictional court of Geauga County or the Ohio Court of Claims.

## CONTROL OF THE WORK

### SECTION B-2

**B 2.01 AUTHORITY OF THE ENGINEER**, The Engineer will decide all questions which may arise as to the quality and acceptability of materials furnished, work performed and the rate of progress of the work. The Engineer will decide all questions which may arise as to the interpretation of the plans and specifications, all questions as to the acceptable fulfillment of the Contract on the part of the Contractor, and as to compensation.

The Engineer will have the authority to suspend the Work wholly or in part due to the failure of the Contractor to correct conditions unsafe for the workers or the general public, for failure to carry out provisions of the Contract and to carry out orders. The Engineer may suspend the Work for such periods as deemed necessary due to adverse weather conditions, for conditions considered adverse to the prosecution of the Work or for any other conditions or reason deemed to be in the public interest.

The Engineer's acceptance does not constitute a waiver of the Public Authority's right to pursue any and all legal remedies for defective work performed by the Contractor.

**B 2.02 SCHEDULE OF OPERATIONS**, The Contractor shall submit, for the Public Authority's and Engineer's review and approval, a schedule of his proposed operations. The Contractor's schedule shall be complete and shall show in detail the manner and timeline in which he proposes to complete the Work under the Contract. Pertinent milestone dates, including the proposed Completion Date, shall be depicted.

**B 2.03 PLANS**, The approved Plans will be supplemented by such standard and working drawings as are necessary to control the Work. It is mutually 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 plan or drawing after the same has been approved by the Public Authority, except by direction of the Public Authority, in writing.

It is expressly understood, however, that approval by the Engineer of the Contractor's working drawing does not relieve the Contractor of any responsibility for accuracy of dimensions and details, or of mutual agreement of dimensions and details. It is mutually agreed that the Contractor shall be responsible for agreement and conformity of his working drawings with the approved Plans and Specifications.

The Bidder shall include in his Proposal the cost of furnishing all required working drawings and the Contractor will be allowed no extra compensation for such drawings.

**B 2.04 CONFORMITY WITH PLANS AND SPECIFICATIONS**, 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 Engineer finds the materials or the finished product in which the materials used are not within reasonably close conformity with the Plans and Specifications, but that reasonably acceptable work has been produced, he shall then decide if the Work shall be accepted and remain in place. In this event, the Engineer will document the basis of acceptance by contract modification which will provide for an appropriate adjustment in the compensation for such work or materials as he deems necessary to conform to this determination based on engineering judgment.

If the Engineer finds the materials or the finished product in which the materials used are or the work performed is 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, replaced or otherwise corrected by the Contractor at the Contractor's expense.

**B 2.05 CONSTRUCTION LINES AND GRADES**, When the Proposal does not contain a lump sum bid item for Item 623 Construction Layout Stakes, the Engineer will set construction stakes establishing lines, slopes, and continuous profile grade in road work, centerline and bench marks for bridge work, culvert work, and appurtenances as the Engineer may deem necessary and will 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 to perform the work.

When the proposal contains a lump sum bid item for Item 623 Construction Layout Stakes, the Engineer will locate and reference a baseline for the Project and establish benchmarks as necessary. A Registered Surveyor or Registered Engineer employed by the Contractor shall supervise the construction layout staking work for the project. The adequacy of the construction layout staking work shall be subject to approval by the Engineer. The provisions of Item 623 shall govern all staking work.

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 carelessly or willfully destroyed or disturbed by the Contractor, the cost of replacing them will be deducted from the payment for the Work.

**B 2.06 SUPERINTENDENT**, The Contractor shall employ for the Work, during its progress, a competent Superintendent and any necessary assistants, all satisfactory to the Engineer. The Superintendent shall be assigned to the project on a full-time basis and is expected to be present on the job site at all times when work is being performed, unless otherwise approved by the Engineer. The Superintendent shall not be replaced except with the consent of the Engineer, unless the Superintendent proved to be unsatisfactory to the Contractor and ceases to be in his employ. The Superintendent shall represent the Contractor and all Subcontractors. All directions given to the Superintendent shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case. The Superintendent shall give efficient supervision to the Work, using his best skill and attention.

**B 2.07 COOPERATION WITH UTILITIES**, Unless otherwise provided for by the Contract Documents, the Public Authority will direct the utility owners to relocate or adjust water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals, and all other utility appurtenances within the limits of the proposed construction at no cost to the Contractor. The Contract Documents will indicate various utility items and indicate a time frame or date when the Engineer expects the owners to complete utility relocation or adjustment. The Contractor shall provide utility owners adjusting facilities during construction adequate notification of the scheduled Work to prevent conflict with the Contractor's schedule of operations. When preparing a bid, the Contractor shall consider all permanent and temporary utility appurtenances in present and relocated positions as shown in the Contract Documents. Pursuant to R.C. § 153.64, and at least 2 work days prior to commencing construction operations in an area that may affect underground utilities shown on the Plans, the Contractor shall notify the Engineer, the registered utility protection service, and the owners that are not members of the registered utility protection service.

**B 2.08 COOPERATION OF CONTRACTOR**, The Contractor shall conduct his operations so as to minimize interference with those of other Contractors, Utilities or any Public Authority on or near the Work as shown on the Plans or Specifications. The Public Authority reserves the right to perform other work by Contract or otherwise, and to permit other public bodies and public utility companies and others to do work on or near the project during the progress of the Work. The Contractor shall conduct his work and cooperate with such other parties to schedule non-conflicting operations as the Engineer may direct. Claims for delay or inconvenience due to operations of such other parties on work shown on the Plans or which can be reasonably expected to be encountered by the nature and location of the Work, will not be considered.

**B 2.09 INSPECTION OF THE WORK**, All materials and each part or detail of the Work shall be subject to inspection by the Engineer. The Engineer or his representative shall be provided 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.

At the Engineer's request, the Contractor shall, at any time before acceptance of the Work, remove or 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 Specifications. Should the Work exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as Extra Work. 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 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 Public Authority to final acceptance.

When more than one political subdivision or any railroad corporation is involved in a joint Project, representatives from each Public Authority shall have the right to inspect the Work. Such inspection shall not make another political subdivision a party to the Contract and shall in no way interfere with the rights of either party of the Contract.

In no instance shall any action or omission on the part of the Engineer or the Inspector release the Contractor of the responsibility of completing the Work in accordance with the Plans and Specifications.

**B 2.10 AUTHORITY AND DUTIES OF THE INSPECTOR**, Inspectors employed by the Public Authority or Engineer will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the Work and to the preparation, fabrication or manufacture of the materials to be used. The Inspector is not authorized to alter or waive the provisions of the Contract. The Inspector is authorized to call to the attention of the Contractor any failure of the work or materials to conform to the Specifications and Contract. The Inspector is also authorized to reject materials which do not meet specification requirements or suspend the portion of the Work involved until any question at issue can be referred to and decided by the Engineer. The Inspector is not authorized to issue instructions contrary to the Plans and Specifications, or to act for the Contractor.

**B 2.11 MAINTAINING TRAFFIC**, Where contract Work is performed in roadways or other public thoroughfares, the Contractor shall plan and schedule his work as to cause as little interference as possible with general public traffic. Roadway surfaces shall be maintained and kept clean where construction work under the Contract has been performed until inspection and acceptance of all such work. Access of Fire, Police, Ambulance and other safety vehicles to property abutting and adjacent to such roadways shall be maintained whether or not permission has been granted to restrict other traffic.

When permission is granted to close a road, the Contractor shall notify local schools, police, fire, sheriff and other appropriate officials in a timely manner of such closing and all the information relating to the location of the closure. The Contractor shall periodically review all signs for the project to help ensure the detour information is not confusing to the traveling public.

**B 2.12 MAINTENANCE DURING CONSTRUCTION**, The Contractor shall maintain the Work during construction and until the Project is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces to the end that the roadway or structures are kept in satisfactory condition at all times. The Contractor is responsible for damage done by its equipment.

In the case of a Contract for the placing of a course of material upon other courses or a subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All cost of maintenance work during construction and before the Project is accepted shall be included in the unit prices bid on the various pay items and the Contractor will not be paid an additional amount for such work.

**B 2.13 FAILURE TO MAINTAIN ROADWAY**, If the Contractor, at any time, fails to comply with the provisions of **Section B 2.12**, the Engineer will immediately notify the Contractor of such non-compliance. If the Contractor fails to remedy unsatisfactory maintenance within 24 hours after receipt of such notice, the Engineer may immediately proceed to maintain the Project, and the entire cost of this maintenance will be deducted from moneys due or to become due the Contractor on his Contract.

**B 2.14 REMOVAL OF UNACCEPTABLE OR UNAUTHORIZED WORK**, All work which does not conform to the requirements of the Contract will be considered unacceptable. Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause found to exist prior to final acceptance of the Work, shall be removed immediately and replaced in an acceptable manner.

Work done contrary to the instructions of the Engineer, work done beyond the lines shown on the plans, or any Extra Work done without authority, will be considered as unauthorized and will not be paid under the provisions of the Contract. Unauthorized work may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the Engineer under the provisions of this section, the Engineer will have authority to cause unacceptable work to be remedied, removed or replaced. The Engineer shall also have the authority to have all unauthorized work removed and to deduct from all moneys due or that become due the Contractor.

**CONTROL OF MATERIAL AND EQUIPMENT**

**SECTION B-3**

**B 3.01 SOURCE OF SUPPLY AND QUALITY OF MATERIAL**, Only material conforming to the requirements of the Specifications and previously approved by the Engineer shall be used in the Work. Unless otherwise stipulated in the Specifications, all workmanship, equipment, materials and articles incorporated in the Work covered by the Contract are to be new and of the best grade of their respective kind for the purpose. The Contractor shall, if required, furnish such evidence as to kind and quality of materials. The Contractor shall furnish to the Engineer for approval, the name of the manufacturer of machinery, mechanical and other equipment, and the source of supply of each of the materials which will be installed or incorporated into the Work. Samples of materials which will be installed or incorporated into the Work shall be submitted to the Engineer for approval when so directed. Machinery, equipment, materials and articles installed or used without such approval shall be at the risk of subsequent rejection.

All materials proposed to be used may be inspected or tested at any time during their preparation and use. If after testing, it is found that sources of supply which have been approved do not furnish a uniform product, or if the product from any source does not meet the Specifications at any time, the Contractor shall furnish material from other approved sources. No material which, after approval, has in any way become unfit for use, shall be used in the Work. Additional inspectors or testing required by the Engineer due to the discovery of nonconforming materials will be at the expense of the Contractor.

The Contractor shall guarantee that all materials used, and all Work done under the Contract, will fully comply with the requirements of the Plans and Specifications.

**B 3.02 SAMPLES AND TEST**, In order to assure the use of suitable materials, the Engineer may require any or all materials to be subjected to test by means of samples or otherwise in a Laboratory of the Engineer's choice. The Contractor shall afford such facilities as the Engineer may require for collecting and forwarding samples and shall not make use of nor incorporate in the Work any material represented by the samples until the tests have been made and the materials found acceptable and in accordance with the requirements of the Specifications. The Contractor shall furnish the required samples without charge unless otherwise specified. The cost of the testing will be paid by the Public Authority or Engineer.

**B 3.03 STORAGE OF MATERIALS**, Materials shall be stored so as to facilitate inspection and, in such manner, as to insure the preservation of their quality and fitness for the Work. Stocked materials, even though approved before storage, shall be subject to test and shall meet requirements of the Specifications at the time they are to be used in the Work.

Approved portions of the right-of-way as determined by the Engineer may be used for storage purposes and for placing of the Contractor's plant and equipment. Any other additional space required shall be provided by the Contractor at his expense.

**B 3.04 UNACCEPTABLE MATERIALS**, All materials not conforming to the requirements of the Specifications shall be considered as unacceptable and all such materials, whether in place or not, shall be removed immediately from the site of the Work and not again offered for inspection.

**B 3.05 SHOP DRAWINGS**, The Contractor shall submit for approval, with such promptness as to cause no delay in his work or in that of the Public Authority, triplicate copies of all shop, assembly, or erection drawings of materials or equipment requiring shop or field fabrication, assembly, or erection, together with other information in such detail as will permit the Engineer to judge whether the proposed material, equipment, or arrangement will meet the requirements of the Plans and Specifications.

The Contractor shall thoroughly check all such drawings, giving special attention to measurements, sizes of members, materials and details in order to ensure the drawings conform to the Plans and Specifications. Shop Drawings found to be inaccurate, incomplete, or otherwise in error are to be returned to the appropriate subcontractor or material supplier for correction before submitting them to the Engineer.

If the drawings submitted by the Contractor are found to conform with the Plans and Specifications, they will be dated and marked approved by the Engineer. The Contractor will be so advised in writing by the Engineer and notified of the number of additional prints of each drawing that will be required for proper distribution. In general, not less than three (3) prints will be required.

Any Work which the Contractor may perform on any material, structure, or equipment covered by such drawings, prior to the approval thereof by the Engineer, shall be at his own risk. The Public Authority will not be responsible for any expense incurred by the Contractor in making changes in structures, materials, or equipment in order to make them conform to the drawings as finally approved, nor shall any claim for such damages be made or allowed. No alteration shall be made by the Contractor to any shop drawing after it has been approved, except with the written consent of the Engineer.

**B 3.06 CONSTRUCTION EQUIPMENT**, All equipment necessary for completion of the Work contemplated under the Contract shall be maintained in good operating condition. Use of any equipment considered unsafe, in the opinion of the Engineer, shall be discontinued upon order of the Engineer until such time as it is repaired or replaced by other equipment. The right of the Engineer to issue such order shall not be construed as creating an obligation on his part to do so and failure of the Engineer to issue such order shall not relieve the Contractor of his responsibility under the Contract.

**LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

**SECTION B-4**

**B 4.01 LAWS, REGULATIONS AND ORDINANCES TO BE OBSERVED**, The Contractor shall keep fully informed of all Federal, State and local laws, regulations and ordinances and all orders and decrees of Public Authorities having any jurisdiction or authority, which in any manner affect those engaged on the Work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Engineer, Public Authority and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees, with such indemnification including any and all legal fees incurred by the Engineer, the Public Authority, and their officers and employees.

The Contractor agrees that in the hiring of employees for the performance of work under the Contract, no Contractor or Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall, by reasons of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, discriminate against any citizen of the United States in the employment of labor or workers, 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 the Contract on account of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status.

The Contractor shall comply with OAC § 4123:1-3-01 Construction as amended, and with the Federal Occupational Safety and Health Act of 1970 and Code of Federal Regulations, Title 29, Chapter XVII, Part 1926 and as amended.

**B 4.02 PERMITS AND LICENSES**, The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to lawful prosecution of the Work.

**B 4.03 PATENTED DEVICES, MATERIALS AND PROCESSES**, The Contractor will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the Public Authority, Engineer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses including attorney's fees arising out of any infringement of such rights during or after completion of the Work and shall defend all such claims in connection with any alleged infringement of such rights.

**B 4.04 FEDERAL-AID CONTRACT PROVISIONS**, When the United States Government pays for all or any portion of the Project's cost, the Work is subject to the inspection of the appropriate Federal agency. Such inspections will not make the Federal Government a party to this Contract. The inspections will in no way interfere with the rights of either party to the Contract. The Contractor shall follow all of the requirements established in the applicable ODOT LPA Template – Required Contract Provisions, which is attached as an appendix to the Specification Booklet for all LPA Local-let Projects.

**B 4.05 CONTRACTOR'S RESPONSIBILITY FOR WORK**, Until the Public Authority accepts the Work after the Final Inspection, the Contractor is responsible for the Project and will take every precaution against injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before final acceptance. The Contractor shall bear the expense of the repairs except when damage to the Work was due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to weather, civil disturbances, or governmental acts.

**B 4.06 PROTECTION OF WORK AND PUBLIC**, From the commencement of the Work and until its completion and final acceptance, the Contractor shall be solely responsible for the care and protection of materials and equipment intended to be used in the Work, and of completed work and work in progress, against damage from any cause.

The Contractor must provide and maintain proper barricades, fences, signal lights, flares or watchmen, to protect the Work, equipment, persons, animals and property against injury. All barricades and obstructions shall be illuminated at night and all lights for this purpose shall be kept burning from sunset to sunrise. These statements of specific duties of the Contractor shall not be construed as a limitation on the general duties imposed by the Contract or Specifications.

The Public Authority reserves the right to remedy any neglect on the part of the Contractor with regard to the protection of the Work or any public utility after twenty-four (24) hours' notice in writing, except in case of an emergency, when the Public Authority shall have the right to remedy any neglect without notice, and in either case to deduct the cost of such remedy from money due the Contractor.

**B 4.07 ACCIDENT PREVENTION**, Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety precautions of applicable Federal, State and Local laws, building and construction codes shall be observed.

**B 4.08 SANITARY PROVISIONS**, The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees and department representatives as may be necessary to comply with the requirements of the State and local Boards of Health, or of other authorities having jurisdiction.

**B 4.09 SMOKE PREVENTION**, Strict compliance with all ordinances regulating the production and emission of smoke or fires will be required and the Contractor shall accept full responsibility for all damage that may occur to property as a result of negligence in providing required control.

**B 4.10 CONTROL OF NOISE**, The Contractor shall eliminate noise to as great an extent as possible at all times. Air compressors shall be equipped with silencers and the exhaust of all gasoline motors and other power equipment shall be provided with mufflers. In the vicinity of hospitals, libraries, and schools, special precautions shall be taken to avoid noises and other nuisance, and the Contractor shall require strict observances of all pertinent ordinances and regulations. Any blasting permitted in such locations shall be done with reduced charges.

**B 4.11 USE OF EXPLOSIVES**, When the use of explosives is necessary for the prosecution of the Work, the Contractor shall exercise the utmost care not to endanger life or property, including new Work. The Contractor is responsible for all damage resulting from the use of explosives. The Contractor shall obtain written permission to perform in-stream blasting from the Chief of the Division of Wildlife, Ohio DNR according to R.C. § 1533.58, and shall provide the Engineer with any and all documentation submitted to obtain any blasting permit(s), and shall also provide the Engineer with a copy of any and all blasting permits obtained. The Contractor agrees, warrants, and certifies that it will observe State laws and local ordinances and regulations relative to the use and storing of explosives kept on the Project site. All blasting operations shall be performed according to ODOT Item 208.

**B 4.12 PUBLIC CONVENIENCE AND SAFETY**, At all times, the Contractor shall ensure that the Work interferes as little as possible with traffic. The Contractor shall provide for the safety and convenience of the general public and the residents along the highway and the protection of persons and property. The Contractor shall not close any highways or streets unless specifically allowed by the Contract.

**B 4.13 OPENING SECTIONS OF PROJECT TO TRAFFIC**, The Engineer may order the Contractor to open a section of the Work to the safe use of traffic at any time.

**B 4.14 LOAD RESTRICTIONS**, The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads. In no case shall legal load limits be exceeded unless permitted in writing. A special permit will not relieve the Contractor of liability for damage which may result from the moving of equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or the roadway or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement base or structure before the expiration of the curing period. The Contractor shall be responsible for all damage done by his equipment.

**B 4.15 BRIDGES OVER NAVIGABLE WATERS**, The Contractor shall conduct all Work on navigable waters so that it does not interfere with free navigation of the waterways and so that it does not alter the existing navigable depths, except as allowed by permit issued by the U.S. Coast Guard. Work within the flood plain of a navigable stream may require a permit from the U.S. Army Corps of Engineers. If an U.S. Army Corps of Engineers permit is required, the Contractor shall provide all documentation submitted to obtain the permit(s) and a copy of the permit(s) to the Engineer and Public Authority.

**B 4.16 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.

If the Contractor causes any direct or indirect damage or injury to public or private property by any act, omission, neglect, or misconduct in the execution or the non-execution of the Work, then it must restore, at its own expense, the property to a condition similar or equal to that existing before the damage or injury.

If mailboxes, road or street name signs and supports interfere with the Work, then the Contractor shall remove and erect them in a temporary location during construction in a manner satisfactory to and as directed by the Engineer. After completion of the Work and before final acceptance of the Project, the Contractor shall erect the mailboxes, road, or street name signs and supports in their permanent locations according to the plans unless otherwise directed by the Engineer. The Contractor shall consider the cost of this Work as incidental to the affected items.

**B 4.17 SURVEY MONUMENT PROTECTION**, The Contractor shall cooperate with the Engineer in protecting and preserving cornerstones, property pins and monuments. The Contractor shall not start grading or resurfacing operations until a Registered Surveyor has referenced all known survey markers and land markers in the area to be improved. The Engineer will provide the Contractor with a list of known survey markers. This list does not relieve the Contractor from the duty mandated by State Law to protect all survey boundary markers. A Registered Surveyor shall make a reasonable search for unknown or unfound survey markers at property corners, etc. Monuments, cornerstones, property pins and land markers unexpectedly encountered shall be protected, referenced and preserved in the same manner. Where survey markers are unavoidably disturbed or removed due to operations under the Contract, the Contractor, at his own expense, shall employ the services of a Registered Surveyor to reestablish, reset or replace such monuments, irons, or property corners. All survey work shall be completed in accordance with OAC § 4733-37.

**B 4.18 TREES AND SHRUBS**, The Contractor shall not injure or destroy trees or shrubs nor remove or cut them without authorization by the Public Authority. All trees and shrubs except those ordered to be removed shall be adequately protected with the use of boxes or otherwise by the Contractor. No excavated material shall be placed so as to injure such trees and shrubs. Trees and shrubs destroyed by negligence of the Contractor, or his employees shall be replaced with new stock of similar size and age, or with other stock size and age satisfactory to the Public Authority, during the proper season, and at the sole expense of the Contractor.

**B 4.19 FURNISHING RIGHT-OF-WAY**, The Public Authority is responsible for securing all necessary Right-of-Way in advance of construction. The Bid Documents will indicate any exceptions. The Engineer will notify Bidders in writing before the date scheduled for receipt of Bids regarding the specific dates certain parcels will be made available to the Contractor.

**B 4.20 USE OF RIGHT-OF-WAY OR PUBLIC AUTHORITY PROPERTY**, The Contractor may use, fee-free, any portion of the Project within the Project Right-of-Way for staging, equipment storage, or an office site with the approval of the Engineer, provided such usages do not interfere with the Work and are not prohibited by the Contract Documents or the laws of the State of Ohio. The Contractor shall remove all equipment and completely restore all utilized sites used before Final Acceptance of the project.

**B 4.21 RESPONSIBILITY FOR DAMAGE CLAIMS**, The Contractor shall indemnify and save harmless the Engineer, the Public Authority and all of its representatives and employees, public utilities, any affected railroad or railway company, and any fee owner from whom a temporary Right-of-Way was acquired for the Project from all suits, actions, claims, damages, or costs of any character brought on account of any injuries or damages sustained by any person or property on account of any negligent act or omission by the Contractor or its subcontractors or agents in the prosecution or safeguarding of the Work.

**B 4.22 CONTRACTOR'S AND SUBCONTRACTORS' INSURANCE**, The Contractor shall procure and maintain insurance for liability for damages imposed by law and assumed under this Contract, of the kinds and in the amounts hereinafter provided from insurance companies authorized to do business in the State by the Ohio Department of Insurance. The cost of insurance is incidental to all contract items. Before the execution of the Contract by the Public Authority, the Contractor shall furnish a certificate or certificates of insurance in the form satisfactory to the Public Authority demonstrating compliance with this subsection. Provide an insurance certificate or certificates that show that the Contractor's liability and auto policies coverage are not reduced, restricted, or canceled until 30 days written notice has been given to the Public Authority and the Engineer. Upon request, the Contractor shall furnish the Public Authority a certified copy of each policy, including the provisions establishing premiums.

The types and minimum limits of insurance are as follows:

**A. Workers' Compensation Insurance:** The Contractor shall comply with all provisions of the laws and rules of the Ohio Bureau of Workers' Compensation covering all operations under Contract with the Public Authority whether performed by it or its subcontractors.

**B. Commercial General Liability Insurance:** The minimum limits for liability insurance are as follows:

General Aggregate Limit	\$2,000,000
Products - Completed Operations	
Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000

The Contractor shall obtain the above minimum coverages through primary insurance or any combination of primary and umbrella insurance. In addition, the Public Authority will require the General Aggregate Limit on a per project basis.

The Contractor shall ensure that the Commercial General Liability Insurance policy names the Engineer, the Public Authority, its members, agents, and employees as additional insureds with all rights to due notices in the manner set out above. The Contractor shall obtain Explosion, Collapse, and Underground (XCU) coverage at the same limits as the commercial general liability insurance policy. In addition, if blasting is to be performed, the Contractor shall obtain XCU coverage providing a minimum Aggregate Limit of \$5,000,000 and Each Occurrence Limit of \$1,000,000. Submit proof of insurance, endorsements, and attachments to the Engineer prior to starting the Work.

**C. Comprehensive Automobile Liability Insurance:** The Comprehensive Automobile Liability policy shall cover owned, non-owned, and hired vehicles with minimum limits as follows:

Bodily Injury and Property Damage	
Liability Limit Each Occurrence	\$1,000,000

Insurance coverage in the minimum amounts set forth neither relieves the Contractor from liability in excess of such coverage, nor precludes the Public Authority from taking such other actions as are available to it under any other provisions of this Contract or otherwise in law.

The Contractor shall clearly set forth all exclusions and deductible clauses in all proof of insurance submitted to the Public Authority. The Contractor is responsible for the deductible limit of the policy and all exclusions consistent with the risks it assumes under this Contract and as imposed by law.

If the Contractor provides evidence of insurance in the form of certificates of insurance, valid for a period of time less than the period during which the Contractor is required by terms of this Contract, then the Public Authority will accept the certificates, but the Contractor is obligated to renew its insurance policies as necessary. Provide new certificates of insurance from time to time, so that the Public Authority is continuously in possession of evidence that the Contractor's insurance is according to the foregoing provisions.

If the Contractor fails or refuses to renew its insurance policies or the policies are canceled or terminated, or if aggregate limits have been impaired by claims so that the amount available is under the minimum aggregate required, or modified so that the insurance does not meet the requirements above, the Public Authority may refuse to make payment of any further monies due under this Contract. The Public Authority in its sole discretion may use monies retained pursuant to this subsection to renew or increase the Contractor's insurance as necessary for the periods and amounts referred to above. Alternatively, should the Contractor fail to comply with these requirements, the Public Authority may default the Contractor and call upon the Contractor's Surety to remedy any deficiencies. During any period when the required insurance is not in effect, the Engineer may suspend performance of the Contract. If the Contract is so suspended, the Contractor is not entitled to additional compensation or an extension of time on account thereof.

Nothing in the Contract Documents and insurance requirements is intended to create in the public or any member thereof a third-party beneficiary hereunder, nor is any term and condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

**B 4.23 PROTECTION OF UTILITY FACILITIES**, The Public Authority and Contractor shall be responsible in carrying out the provisions of R.C. § 153.64 regarding the protection of utility facilities. Where the Contractor's operations are adjacent to properties of railway, telegraph, telephone, and power companies, or are adjacent to other property, damage to which might result in considerable expense, loss, or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made.

The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication of rearrangement work may be reduced to a minimum, and that services rendered by those parties will not be unnecessarily interrupted.

In the event interruption to underground or overhead utility services results from an accidental breakage or from being exposed or unsupported, immediately alert the occupants of nearby premises as to any emergency that the accidental breakage may create at or near such premises. Notify the Engineer and the owner or operator of the utility facility of the disruption and cooperate with the said utility owner or operator in the restoration of service. If water service is interrupted, perform the repair work continuously until the service is restored unless the repair work is performed by the local governmental authority. Do not begin Work around fire hydrants until the local fire authority approves provisions for continued service.

**B 4.24 UTILITY FACILITIES IN GEAUGA COUNTY**, The Contractor shall notify at a minimum the Ohio Utility Protection Service (OUPS) at 8-1-1 or 800-362-2764 and all utilities identified in the Contract Documents in all cases where excavation is to occur in accordance with R.C. § 153.64.

**B 4.25 ENVIRONMENTAL PROTECTION**, The Contractor shall comply with all Federal, State, and local laws and regulations controlling pollution of the environment. The Contractor shall avoid polluting streams, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, sediments, or other harmful materials, and avoid polluting the atmosphere with particulate and gaseous matter.

Fording of streams is prohibited. Causeways for stream and river crossings or for Work below a bridge are permitted provided the causeway complies with the requirements of the 404 Permit the Public Authority obtained for the Project or the Contractor obtains a 404 Permit from the U.S. Army Corps of Engineers. Obtain the 404 Permit prior to beginning construction of the causeway. The Public Authority does not guarantee that the Contractor will be able to obtain a 404 Permit.

The Contractor shall comply with all current provisions of the Ohio Water Pollution Control Act, (OWPCA), (R.C. § 6111). The Public Authority will obtain a storm water permit under the OWPCA provisions when the plan work acreage requires a permit. The storm water permit will not cover the Contractor's work outside the Project limits shown on the Plans. The Contractor shall apply for a permit to cover operations outside the Project limits shown on the plans as required by the OWPCA provisions. When the Public Authority has not applied for a permit on the Project and a permit is required under the provisions of the OWPCA because of the total area of the Contractor's work, the Contractor shall apply for, obtain, and comply with the required permit for both the Work within Project limits and the Contractor's work.

The State of Ohio has obtained the required permits from the U.S. Army Corps of Engineers and Ohio EPA for Work in the "Waters of the United States" and isolated wetlands under R.C. § 6111. The Contractor shall comply with the requirements of these permits.

When equipment is working next to a stream, lake, pond, or reservoir, spill response equipment is required in the event of a hydraulic leak. The Contractor shall not stockpile fine material next to a stream, lake, pond, or reservoir, and shall take precautions to avoid demolition debris and discharges associated

with the excavation and hauling of material from entering the stream. The Contractor shall remove any material that does fall into the stream as soon as possible. When excavating in or adjacent to streams, the Contractor shall separate such areas from the main stream by a dike or barrier to keep sediment from entering the stream and shall take care during the construction and removal of such barriers to minimize sediment entering the stream.

The Contractor shall accomplish control of ground water and water in excavations in a manner that prevents the degradation of the water quality of any surface water. Install wells and well points with suitable screens and filters where necessary to prevent the continuous pumping of fines. Pump sediment-laden water in a manner to prevent degradation of streams, lakes, ponds, or other areas of water impoundment. Such prevention may involve but is not limited to the means and methods described in ODOT SS 832 Temporary Sediment and Erosion Control. Use the current version of ODOT SS 832 to plan this work. Use the methods necessary to prevent adverse effects to surface waters as provided in OAC § 3745-1-04. The cost of constructing and maintaining these measures is incidental to the Contract.

The Contractor shall treat water from aggregate washing or other operations containing sediment by filtration, settling basins, or other means sufficient to reduce the sediment concentration to not more than that of the stream or lake into which it is discharged by using means and methods described in ODOT SS 832. Use the current version of ODOT SS 832 to plan this work. The cost of constructing and maintaining these measures is incidental to the Contract.

The Contractor shall control the fugitive dust generated by the Work according to OAC § 3745-17-07(B), OAC § 3745-17-08, OAC § 3745-15-07, and OAC § 3745-17-03 and local ordinances and regulations. In addition, use dust control measures when fugitive dust creates unsafe conditions as determined by the Engineer. Perform this work without additional compensation except for Item 616.

Temporary Sediment and Erosion Control Best Management Practices are required for compliance under the Clean Water Act, Ohio Water Pollution Control Act, (OWPCA) (R.C. § 6111) and the NPDES permit for all earthmoving work.

**B 4.26 STORM WATER PERMIT**, The Contractor shall comply with all current provisions of the OWPCA as set forth in R.C. § 6111 and the Clean Water Act. The Public Authority will obtain a storm water permit when required under the OWPCA provisions if required. The Contractor's work outside the construction limits designated in the plans shall not be covered by this storm water permit. The Contractor shall apply for a permit to cover his operations outside the work limits shown on the plans as required by the OWPCA provisions.

**B 4.27 NO WAIVER OF RIGHTS**, Neither the inspection of the Engineer nor any other agent or employee of the Public Authority, nor any order, measurement or certificate by the Engineer, nor any order by the Public Authority for the payment of money, nor any payment for or acceptance of the whole or any part of the Work by the Public Authority, nor any extension of time, nor any possession taken by the Public Authority or its employees, shall operate as a waiver of any provision of the Contract, or of any power herein reserved to the Public Authority, or any right to damages herein provided, nor shall any waiver of any breach of the Contract be held to be a waiver of any other or subsequent breach. Any remedy provided in the Contract shall be taken and construed as cumulative, that is, in addition to all other suits, actions or legal proceedings, the Public Authority shall also be entitled as a right to a writ of injunction against any breach of any of the provisions of the Contract.

**B 4.28 PERSONAL LIABILITY OF PUBLIC OFFICIALS**, In carrying out any of the provisions of the specifications, or in exercising any power or authority granted to them by or within the scope of the Contract, there shall be no liability upon the Public Authority, Engineer or their authorized representatives, either personally or as officials of the County or Township, it being understood that in all such matters they act solely as agents and representatives of the County or Township.

**B 4.29 CIVIL RIGHTS**, The Contractor shall comply with Federal, State, and local laws, rules and regulations which set forth unlawful employment practices including that of discrimination because of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status.

**B 4.30 LOCAL LABOR**, The Contractor will be expected, and hereby agrees to hire and employ, so far as is practicable, qualified persons who are residents of the County. This requirement is not applicable to employees identified by the Contractor as key personnel.

**B 4.31 PREVAILING WAGE REQUIREMENTS**, Refer to **Section A 3.06**.

**B 4.32 PAYROLL RECORDS**, The Contractor shall keep payroll records as specified in R.C. § 4115.07 or as required by Federal law. Authorized representatives of the Public Authority may inspect the certified payroll and other payroll records. Certified payroll reports shall be submitted to the Prevailing Wage Coordinator for the project in accordance with the Contractor's normal pay period schedule. In no case shall the normal pay period schedule exceed a two (2) week duration. Upon completion of the Work and before receiving the final estimate and when required by R.C. 4115.07, The Contractor shall submit an affidavit stating that wages have been paid according to the minimum rates specified in the Contract Documents.

**B 4.33 MECHANIC'S LIENS**, The Public Authority or Engineer will prepare a Notice of Commencement for the project prior to the commencement of any Work. The Contractor shall be responsible for paying all bills arising from Subcontractors and Suppliers on the Project in a timely manner. The Subcontractors and Suppliers shall have all rights and remedies available per R.C. § 1311 with regards to mechanic's liens. The Public Authority may withhold funds due to the Contractor if the Public Authority becomes knowledgeable of an unpaid Subcontractor or Supplier claim. The Public Authority may withhold funds whether or not a Notice of Furnishing has been received.

**B 4.34 SALES TAX AND FEDERAL TRANSPORTATION TAX**, State and Local Sales and Use Taxes shall be paid by the Contractor unless such taxes are not applicable to the Contract. All materials entering into the Contract are exempt from Federal Transportation Tax under Internal Revenue Code, Section 3475(b), as amended. The Contractor shall have all shipping papers clearly show that the construction material is consigned to the Public Authority, in care of the Contractor. Any other Federal Taxes that may be applicable shall be paid by the Contractor.

**B 4.35 PROJECT AREA CLEANLINESS**, From the commencement of the Work and until its completion and final acceptance, the Contractor shall remove all rubbish, excess materials, and other debris and shall keep clean all streets, curbing, lawns and other areas occupied by him. All areas shall be kept in a condition satisfactory to the Public Authority.

**B 4.36 PROMPT PAYMENT OF SUBCONTRACTORS AND MATERIAL SUPPLIERS**, The Contractor shall make payment to each subcontractor and supplier within ten (10) Calendar Days after receipt of payment from the Public Authority for Work performed or materials delivered or incorporated into the Project, according to R.C. § 4113.61, provided that the pay estimate prepared by the Engineer includes Work performed or materials delivered or incorporated into the public improvement by the subcontractor or supplier.

All subcontractor and suppliers have the same payment obligation in each of their lower tier contracts. If the Contractor, subcontractors, or supplier subject to this provision fail to comply with the ten (10) Calendar Day requirement, the offending party shall pay, in addition to the payment due, interest in the amount of eighteen percent (18%) per annum of the payment due, beginning on the eleventh Calendar Day following the receipt of payment from the Department and ending on the date of full payment of the payment due plus interest. All other provisions of R.C. § 4113.61 shall apply to the Contract.

**PROSECUTION AND PROGRESS**

**SECTION B-5**

**B 5.01 SUBLET, SALE, ASSIGNMENT OR OTHER TRANSFER OF CONTRACT**, Unless otherwise provided in the Proposal, the Contractor shall perform work on the project with his own organization and with the assistance of workmen under his immediate supervision exclusive of items not commonly found in Contracts for similar work, or which require a highly specialized knowledge, craftsmanship or equipment not ordinarily available in the organizations of Contractors performing work of the character embraced in the Contract.

The Contractor shall not sublet, sell, assign, or otherwise transfer any portion of the Contract or the Work provided for therein without the written consent of the Public Authority nor without the consent of Surety, unless the Surety has waived its right to notice of assignment. Such permission, if given, shall not in any way relieve the Contractor of full responsibility for the performance of the Contract. The Contractor will be held responsible for the satisfactory settlement by any and all Subcontractors, of all claims and obligations arising in connection with the execution of his portion of the Contract.

All assignments of funds are subject to the prior lien for services rendered or materials supplied for the performance of the Work called for in the Contract in favor of all persons, firms, or corporations rendering such services or supplying materials.

**B 5.02 PRECONSTRUCTION MEETING AND SCHEDULE OF OPERATIONS**, After the Contract Documents are executed, the Contractor shall meet with the Engineer and Public Authority for a preconstruction conference prior to commencing work. Prior to the conference, the Contractor shall submit a Schedule of Operations to the Engineer. The schedule shall show the Contractor's plan to perform the work, the dates on which the Contractor and subcontractors will start the critical features of the work, including procurement of materials and equipment, ordering special manufactured articles, working drawing submittals required under **Section B 2.03 & Section B 3.05** for review and approval, and the planned completion dates of the critical features. All operations shall be scheduled within the Construction time period parameters stipulated in the Proposal.

The Contractor shall furnish a list of the Contractor's proposed Subcontractors and major material Suppliers for the project. If the Contractor fails to provide the required submissions, the Engineer may order the conference suspended until such time as they are furnished, and work shall not begin until the conference has been reconvened and concluded or the Engineer has given specific written permission to proceed.

**B 5.03 SEQUENCE AND PROGRESS OF WORK**, The Engineer shall have the power to direct the order and sequence of the Work, which in general shall be to coordinate the construction of the several parts of the Work to a successful completion as rapidly as possible. If at any time before the commencement or during the progress of the Work the materials and appliances used or to be used appear to the Engineer as insufficient or improper for securing the quality of work required, or the required rate of progress, he may order the Contractor to increase efficiency or to improve their character and the Contractor shall conform to such order. The failure of the Engineer to demand any increase of such efficiency or any improvement shall not release the Contractor from his obligation to secure the quality of work or the rate of progress specified.

The Contractor shall limit operations to prevent unnecessary inconvenience to the traveling public. If the Engineer concludes that the extent of the Contractor's Work unnecessarily inconveniences the public or concludes limiting operations are necessary to protect the existing or new construction from damage, the Engineer will require the Contractor to finish portions of Work in progress before starting new Work.

**B 5.04 CHARACTER OF WORKERS**, All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform all work properly and satisfactorily.

Any person employed by the Contractor or by any subcontractor who, in the opinion of the Engineer, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Engineer, be removed forthwith by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without the approval of the Engineer.

Should the Contractor fail to remove such person or persons as required above or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the Engineer may withhold all estimates, which are or may become due, or may suspend the work by written notice until the Contractor complies with such orders.

**B 5.05 EQUIPMENT AND METHODS**, The Contractor shall at all times provide proper equipment for prosecuting the several classes of work to full completion in the manner and time required by the specifications.

All equipment which is proposed to be used on the Work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the project shall be such that no injury to the roadway, adjacent property, or other highway will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the construction are not prescribed in the Contract, the Contractor is free to use any methods or equipment he demonstrates to the satisfaction of the Engineer, will accomplish the Work in conformity with the requirements of the Contract.

When the contract specifies that the construction be performed by the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Engineer. If the Contractor desires to use a method or type of equipment other than those specified in the contract, he may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed to be used and an explanation of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing construction work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the Engineer determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining construction with the specified methods and equipment. The Contractor shall remove the deficient work and replace it with work of specified quality, or take such other corrective action as directed. No change will be made in basis of payment for the construction items involved nor in contract time as a result of authorizing a change in methods of equipment under these provisions.

**B 5.06 BOUNDARIES OF WORK**, The Public Authority will provide the necessary land and right of way for the construction of all Work specified in the Contract and the Contractor shall not enter or occupy with personnel, tools or materials any private ground outside the property of the Public Authority without the consent of the property owner thereof. Other Contractors of the Public Authority may for all purposes required by their Contracts, enter upon the Work and premises used by the Contractor, and the Contractor shall give to the other Contractors of the Public Authority all reasonable facilities and assistance for the completion of adjoining work.

**B 5.07 SUNDAY AND NIGHT WORK**, The Work shall in general be done during the daylight hours and no work will be permitted on Sundays except as is necessary for the proper care and protection of the work already performed, or except in case of an emergency, and then only with the permission of the Engineer.

**B 5.08 WORK IN INCLEMENT WEATHER**, During freezing, rainy, stormy or inclement weather, or other limitations set forth, no work shall be done, except such as can be done satisfactorily and in a manner to secure proper construction throughout. Work completed in inclement weather may be subject to removal as explained in **Section B 2.14**.

**B 5.09 SUSPENSION OF THE WORK**, If at any time the Engineer considers it impracticable to start or to continue performance of the Work or any portion thereof for any reason, the Engineer shall have authority to suspend performance until such time as he may believe it feasible or desirable to proceed. If the Work is suspended, the Engineer shall take all appropriate steps to minimize the duration of the suspension. If the Engineer should suspend the Work in whole or in part, the date for completion may be postponed by the number of days that the suspension directly or indirectly delays the completion of the Work.

**B 5.10 CONSTRUCTION DURATION**, The rate of progress shall be such that the Work shall be completed, and the construction area cleaned up in accordance with the Contract and Specifications within the time limit specified in the Proposal or the approved Schedule of Operations, unless an extension of this time shall have been granted in the manner herein specified. The date of completion of the Contract shall be construed to be the date of approval of the final estimate of the Public Authority.

The Contractor expressly covenants and agrees that in undertaking to complete the Work within the time mentioned in the Proposal, allowances for all of the ordinary delays and hindrances incident to such work, whether growing out of delays in securing materials or workmen, inclement weather or otherwise have been considered.

**B 5.11 CONSTRUCTION COMPLETION**, The Contractor shall complete the Work on or before the Completion Date.

**B 5.12 EXTENSION OF TIME**, If the Contractor finds it impossible for reasons beyond his control to complete the work by the date as specified or as extended in accordance with the provisions of this subsection, the Contractor may make a written request to the Engineer for an extension of time setting forth therein the reasons which the Contractor believes will justify the granting of the request.

The Contractor's pleas that insufficient time was specified are not a valid reason for extension of time. If the Public Authority finds that the Work was delayed because of conditions beyond the control and without the fault of the Contractor, it may extend the time for completion in such amount as the conditions justify.

Requests for extensions of time, other than for weather or seasonal conditions, shall be submitted in writing to the Engineer following an Initial Oral Notification to the Deputy Engineer Responsible for Construction within 15 days following the termination of the delay and prior to the Completion Date.

**B 5.13 FAILURE TO COMPLETE WORK ON TIME**, If the Contractor fails to complete the work within the time or times allowed by the Contract, the Public Authority, if satisfied that the Contractor is carrying the Work forward with reasonable progress, and the Public Authority deems it to be in the best interest of the public, may allow the Contractor to continue in control of the Work. It shall be necessary for the Contractor to make written application to the Public Authority in order to warrant such continuance. Payments to the Contractor for work performed and materials furnished will be made.

When the Work is not completed within the time allowed by the Contract and the Contractor is permitted to remain in control, the Work shall be prosecuted at as many different places, at such times and with such forces as the Public Authority or Engineer may request. The Contractor may be required to provide a written plan for the completion of the Work.

Permitting the Contractor to continue and finish the Work or any part of it after the date fixed for its completion, or after the date or dates to which completion may have been extended, will in no way operate as a waiver on the part of the Public Authority of any of its rights under the Contract.

If the Work pursuant to the Contract let by the County is not completed within the time or times allowed by the Contract, the Engineer shall, after the expiration of the time fixed for the completion of the Contract, keep an accurate account of all expenditures for inspection, supervision, and all other similar engineering services in connection with the improvement. The Contractor shall pay all such expenses incurred in connection with the improvement after the expiration of the time fixed for the completion of the Contract, and the amount of such expenditures shall be retained out of any estimates due or to become due to the Contractor. When the Engineer allows an estimate to the Contractor after the time fixed in the Contract for the completion of the improvement, the Engineer shall deduct from such estimate any expense for supervision, inspection, or other similar engineering services incurred after the date set for the completion of the Contract. The Contractor need not pay the cost of such inspection, supervision, and other similar engineering services when the Board of County Commissioners, at the recommendation of the Engineer, for good cause shown, extends the time for the completion of the Contract.”

**B 5.14 TERMINATION FOR BREACH**, Should the Contractor in the opinion of the Public Authority, fail or refuse to proceed with the Work on Notice to Proceed from the Engineer; should the Work to be done under the Contract, in the opinion of the Public Authority, be abandoned by the Contractor for any reason whatsoever beyond the control of the Public Authority; should the Contract, or any part thereof, be assigned or sublet by the Contractor, without previous written consent of the Public Authority; should at any time any official or employee of the Public Authority become directly or indirectly interested in the Contract through furnishing supplies or performing the Work thereunder; should at any time the Public Authority be of the opinion that the performance of the Contract is unnecessarily or unreasonably delayed, or that the Contractor is willfully violating any of the provisions of the Contract; or should the Work, or any part thereof, be not fully completed within the time granted by the Public Authority; then, in any such case, the Public Authority may notify the Contractor, in writing, to discontinue all work, or any part thereof, and the Contractor shall discontinue the Work as directed. Said notice may be served either personally or by leaving a copy at the usual place of residence or business of said Contractor or by mailing such notice to the address given at the time of the signing of the Contract. If the Contractor consists of more than one person, service may be made on either or all of them. The Public Authority may thereupon according to law, enter upon and take possession of the Work, or any part thereof, and make use of such materials, tools, building appliances and equipment as may be found upon the Work, and by purchase of necessary materials and equipment and by direct employment of labor proceed to complete said Work by force account; or may cause said Contract to be completed by other persons by contract without advertising; or, if deemed advisable, may re-advertise and re-bid the uncompleted portions of said Contract and all expense of financial loss to the Public Authority by reason of any of above methods of completing said Contract, including adjustments to the Contract Performance Bond and all additional contract security, and for the cost of additional managerial and administrative services, shall be deducted by the Public Authority out of moneys then due, or to become due, the Contractor under the Contract. In case such expense shall exceed the amount, which would have been payable under the Contract, if the same had been completed by the Contractor, the Contractor or his Sureties shall pay the amount of such excess to the Public Authority. Should such expense be less than the amount payable under the Contract, had the same been completed by the Contractor, he shall receive the difference after deducting the amount retained as herein specified.

In case the Contract, or any alterations or modifications thereof, be thus terminated, the decision of the Public Authority shall be conclusive and said Contractor shall not be allowed to claim or receive any compensation or damages for not being allowed to proceed with the Work.

**B 5.15 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT**, If the Work should be stopped under an order of any court or other Public Authority, or prevented by Government controls from proceeding for a period of three months, through no act or fault of the Contractor or of anyone employed by him, or if the Public Authority should fail to pay to the Contractor within ninety (90) days of its maturity and presentation any sum certified by the Engineer, provided no appeal is taken or payment withheld for grounds hereinafter specified, then the Contractor may, upon seven (7) days written notice to the Public Authority, stop work or terminate the Contract, and shall receive from the Public Authority payment for all work executed, but no claim for anticipated profits, extra compensation or damages shall be made or allowed because of such termination of the Contract.

**ACCEPTANCE, MEASUREMENT AND PAYMENT**

**SECTION B-6**

**B 6.01 MEASUREMENT OF QUANTITIES**, For Lump Sum Contracts, the Public Authority will make payment for the entire Project after the acceptance of the Work. The Contractor may be paid in monthly intervals if the project size is large enough to warrant interim payments. For Unit Price Contracts, the units of measure will be interpreted from the definitions found in the governing ODOT C&MS for the project. Payment will be based on the actual amount of work approved and accepted. The precision (significant decimal place) for individual contract items will be paid based on the precision provided in Section 5 of the Bid Specifications or in the General Summary on the plans, whichever pertains to the project. This shall supersede the precision provided in the Bid Proposal should any discrepancy occur.

**B 6.02 SCOPE OF PAYMENT**, The Contractor shall accept the compensation as herein provided, in full payment for furnishing all materials, labor tools, and equipment unless otherwise provided, necessary to complete the Work and for performing all work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the Work, or from the action of the elements unless otherwise provided, or from any unforeseen difficulties which may be encountered during the prosecution of the Work until the final acceptance by the Public Authority, and for all risks of every description connected with the prosecution of the Work also for all expenses incurred for any loss or liability sustained by the Contractor resulting from any infringement of patent, trademark, or copyright, and for completing the Work according to the Plans and Specifications. Neither the payment of any estimate or of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material.

**B 6.03 PUBLIC AUTHORITY'S RIGHT TO WITHHOLD CERTAIN PAYMENTS**, In addition to the payment that may be lawfully retained by the Public Authority under these Provisions, the Public Authority may withhold a sufficient amount of any payment otherwise due to the Contractor to cover (a) payments that may be past due and payable for just claims by Suppliers for materials furnished or Subcontractors for Work performed under the Contract, (b) for defective Work not remedied, and (c) for Work performed on an item where it is unknown if the Work is satisfactory until a later time or proven complete. The Public Authority shall disburse and shall have the right to act as agent for the Contractor in disbursing withheld funds pursuant to this paragraph to the party or parties who are entitled to payment therefrom. The Public Authority, Contractor and Subcontractor shall follow R.C. § 1311 regarding liens and payments due. The Public Authority will render to the Contractor a proper accounting of all such funds disbursed on behalf of the Contractor.

**B 6.04 PAYMENT AND COMPENSATION FOR ALTERED QUANTITIES**, The Contractor agrees that the quantities of work as stated in the Proposal or indicated on the Plans, are only approximate, and that during the progress of the Work, the Public Authority may find it advisable, and therefore, shall have the right, to omit portions of the Work, and to increase or decrease the quantities, and the Public Authority reserves the right to add or take from any item as may be deemed necessary or desirable.

The Contractor shall accept payment in full at the Contract unit prices for the actual quantities of work done and no allowance will be made for any increased expense except as listed herein, including loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor resulting either directly from such alterations, or indirectly from unbalanced allocation among the contract items of overhead expense on the part of the Bidder and subsequent loss of expected reimbursement therefore, or for any other cause.

The Description of Work or Plan Notes may state that a contract item specifying asphalt concrete is eligible for a price adjustment. If eligible, the unit price will be adjusted in accordance with the terms specified.

**B 6.05 PAYMENT FOR EXTRA WORK**, Payment for Extra Work or work in a Supplemental Agreement or Change Order shall be paid in accordance with the terms therein provided and as specified. The Contractor agrees that he will accept as full compensation for Extra Work, so ordered, an amount determined by one of the following methods:

1. A lump sum price mutually agreed upon in writing by the Public Authority and the Contractor.
2. A unit price per unit of measure as defined in **Section B 6.01** and agreed upon in writing by the Public Authority and the Contractor for work completed and approved.
3. A sum equal to: (a) the actual net cost of materials entering permanently into the Work including freight bills and; (b) the actual net cost for all labor and supervision in direct charge of the specified operations as determined by the local rate or wage to be agreed upon in writing before starting such work, or the time that said labor and supervision is actually engaged in such work; and (c) the actual net cost for any machinery or special equipment other than small tools and including fuel and lubricants which it may be deemed necessary or desirable to use as determined by the local rental price of such equipment to be agreed upon in writing before starting such work, for the time that such equipment is actually used in such work; and to the compensation as above provided in (a), (b), and (c), a sum of fifteen percent (15%) may be added as compensation for all other items of expense including administration; overhead, premiums on bonds and insurance, taxes, unemployment contributions and any other expense incidental to the completion and acceptance of the Work and for profit.
4. At the end of each day the Contractor or his authorized representative shall furnish the Engineer a complete record of payrolls for labor furnished; the hours of use and any and all equipment, and invoices or delivery slips for any materials incorporated into the Work. The decision of the Engineer as to whether Extra Work in fact has been performed shall be conclusive and binding upon both parties to the Contract.

**6.06 CURRENT ESTIMATES**, On or about the first day of each month, the Engineer will make an approximate estimate of the value of the work completed and of materials delivered which will become a part of the permanent structure. Upon verification and agreement by both parties, the Contractor will be paid on or before the fifteenth (15th) day of the month following. Inventory of materials or equipment delivered but not incorporated in the finished work may be paid for at not more than ninety percent (90%) of the invoice value until incorporated in the finished work. The Contractor shall furnish to the Engineer such detailed information as he may request to aid him in preparation of monthly estimates. The Public Authority may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any current estimate or progress payment to such extents as may be necessary to protect itself from loss on account of:

- a) Defective work not remedied;
- b) Claims filed or reasonable evidence indicating probable filing of claims;
- c) Failure of the Contractor to make payment properly to subcontractors or for material or labor;
- d) A reasonable doubt that the Contract can be completed for the balance then unpaid;
- e) Damage to another Contractor.

When the above grounds are removed, payment shall be made for an amount withheld because of them. The Contractor shall be required to furnish an invoice to facilitate payment.

**B 6.07 USE OF COMPLETED PORTIONS OF WORK**, The Public Authority may, at any time during the progress of the Work, after written notice to the Contractor, take over and place in service any completed portions of the Work which are ready for service, although the entire work of the Contract is not fully completed. In such event, the Contractor will be relieved of further work on or maintenance of said portion, except as covered by his guarantee of the same.

**B 6.08 PARTIAL ACCEPTANCE**, Upon completion of a portion of the Work, the Contractor may request acceptance of a completed portion of the Work. The Engineer will determine if the request is accepted. An inspection may be performed on a completed portion of the project roadway section to help determine if the request is accepted.

The Engineer will grant written partial acceptance for that portion of the Work or reject the Contractor's request. Such written partial acceptance will designate what portion of the Work is accepted and the date of acceptance.

Partial acceptance will relieve the Contractor of maintenance responsibility for the designated portion of the Work. This does not relieve the Contractor of responsibility to correct defective Work or repair damage caused by the Contractor.

**B 6.09 FINAL INSPECTION**, As the Work or any part thereof, approaches completion, the Contractor shall systematically and thoroughly clean and make any needed repairs. The Engineer shall schedule a formal Final Inspection attended by the Contractor, Public Authority and the Engineer. Should any Work be determined unsatisfactory or be found unacceptable, in the opinion of the Engineer or the Public Authority, the Engineer shall prepare a Punch List. This written Punch List of corrective work is a condition of acceptance. The Punch List items shall be promptly corrected by the Contractor at his expense. The Engineer will not prepare his Final Estimate for the Work or approve the final invoice until after the Punch List items have been completed.

**B 6.10 PREVAILING WAGE AFFIDAVIT**, When required by law, upon completion of the Work and prior to the payment of the Final Estimate, the Contractor shall submit an affidavit stating that wages have been paid in conformance with the minimum rates set forth in the contract for construction of the project.

**B 6.11 WAIVER OF LIEN AFFIDAVIT**, When required by law, the Contractor shall submit an Affidavit on the form prepared by the Engineer which states all bills relating to the Project have been paid, and all claims and obligations arising in connection with the Work have been satisfactorily settled. The Public Authority may further request waiver of liens from each Subcontractor or Supplier for the Contractor.

**B 6.12 FINAL ESTIMATE AND ACCEPTANCE**, The Engineer shall within 30 days after the completion of the construction by the Contract, and after he has satisfied himself by test, examination or otherwise that the Work has been finally and fully completed in accordance with the Plans and Specifications, make a final estimate of the Work done under the Contract and the value thereof. The Public Authority shall, within 30 days after such final estimate is made and certified, and upon completion of the Work to the approval of the Public Authority, pay the entire sum so found to be due hereunder, after deducting all amounts pursuant to any provision of the Contract. Along with the final payment, any and all funds retained will be released to the Contractor. All prior estimates and payments shall be subject to correction in the final estimate and payment, but in the absence of error or manifest mistakes, it is agreed that all estimates on the certificate of the Engineer, when approved by the Public Authority, shall be conclusive of the Work done and materials furnished.

Should any defective work, material, or acceptable work that has been damaged by the Contractor's operations be discovered previous to the Final Acceptance or should a reasonable doubt arise previous to the Final Acceptance as to the integrity of any part of the completed work, the estimate and payment for such defective or questioned work shall not be allowed until the defect has been remedied and cause for doubt removed.

Before the payment as certified on the Final Estimate is made, the Contractor must satisfy the Public Authority that all bills for labor, materials, and services rendered by others in connection with the Contract have been paid in full. When required per **Section B 6.11**, the Waiver of Liens Affidavit properly notarized and signed by the Contractor shall be submitted to the Public Authority. Supporting waivers of lien or letters from all suppliers and subcontractors stating the amount of indebtedness, if required by the Public Authority, shall also be submitted.

The Prevailing Wage Affidavit as required by **Section B 6.10** and a letter of consent from the Contractor's Surety shall be submitted prior to payment of the Final Estimate. The date of approval of the Final Estimate by the Public Authority shall be the date of Final Acceptance for the Project.

**B 6.13 PAYMENT OF FINAL ESTIMATE TO RELEASE PUBLIC AUTHORITY**, The acceptance by the Contractor of the payment as certified on the Final Estimate shall operate as a release to the Public Authority of all claims and all liability to the Contractor for all things done or performed for or relating to the Work, and for every act and neglect of the Public Authority and others relating to or arising out of the Work, excepting only his claims, if any, for amounts withheld by the Public Authority. No payment, however, final or otherwise shall operate to release the Contractor nor his Sureties from any obligation upon or under the Contract or the Performance Bond.

**B 6.14 TERMINATION OF CONTRACTOR'S RESPONSIBILITY**, The Contract will be considered complete when all Work has been completed, and the final inspection made, the Work accepted, and the amount certified in the Final Estimate approved. The Contractor and Surety will still be responsible under the provisions of R.C. § 153.56 with regards to any money due for labor or work performed or materials furnished on the project for the time period stipulated in R.C. § 153.56.

**SECTION C**  
**SPECIAL PROVISIONS FOR LPA LOCAL-LET PROJECT CONTRACTS**

**SECTION C-1**

**C 1.01** ODOT *Policy Number 25-001(P)* allows local entities to administer contracts and provide inspection for approved federal aid funded projects. The Engineer will administer the contracts and provide inspection for approved LPA Local-let projects in Geauga County. Additional contract provisions apply for these particular projects. ODOT Policy 25-001(P) can be found in the Specification Booklet.

**ODOT REQUIREMENTS**

**SECTION C-2**

**C 2.01 ODOT PREQUALIFICATION**, A Bidder must meet the prequalification standards established by ODOT for LPA Local-let Projects let in Geauga County. A Bidder must be prequalified for the particular ODOT Work Type as specified in the Bid Documents at the time of the bid letting.

**C 2.02 STEEL REQUIREMENTS**, All steel used in constructing an LPA Local-let Project shall be made in the United States.

**C 2.03 DBE REQUIREMENTS**, A Contractor performing an LPA Local-let Project shall abide by all Disadvantaged Business Enterprise requirements established by ODOT and FHWA.

**C 2.04 DRUG FREE WORKPLACE**, The Contractor and each subcontractor shall be enrolled and in good standing in the Drug-Free Workplace (DFWP) Program or a similar program approved by the Bureau of Workers' Compensation. The Contractor shall insert in each of its subcontracts a clause requiring all subcontractors to comply with this requirement. The LPA Local-let is responsible for ensuring compliance by all contractors and subcontractors.

**C 2.05 MATERIAL CERTIFICATION**, A Contractor performing an LPA Local-let Project may be required to submit material certification information as required by the ODOT LPA Local-let Policy and Procedures Manual.

**C 2.06 INVOICE PAYMENT**, Invoices approved for payment by the Engineer may be partially or totally paid by ODOT. The Contractor should expect payment by ODOT approximately forty-five (45) days after approved by the Engineer.

**C 2.07 RETAINAGE**, Projects selling after July 1, 2021 will not withhold retainage.

**FEDERAL REQUIREMENTS**

**SECTION C-3**

**C 3.01 FEDERAL CONTRACT PROVISIONS**, The Contractor is required to follow all of the requirements established in ODOT's current LPA Template – Required Contract Provisions. This document is attached as an appendix to the Specification Booklet for LPA Local-let Projects.

**C 3.02 LABOR REQUIREMENTS**, Section B 4.30 shall not apply to Federal Aid projects.