

“ PROCEDURAL BOOKLET “

DIVISION 1 SPECIFICATIONS & BID DOCUMENTS for:

PHASE 3

**Abatement and Removal of Hazardous Materials,
Demolition of Buildings, Floor Slabs & Containment on Site
of Clean Hard Fill Materials of Buildings B9 and 13, & the
Adjacent Open Areas between buildings at:**

**Simonds Cutting Tools
641 Heller Drive
Newcomerstown, Ohio 43832**

for:

**The Village of Newcomerstown, Ohio
124 West Church Street
Newcomerstown, Ohio 43832**

June 8, 2022

Prepared by:



**208 Eberly Avenue
Bowling Green, Ohio 43402**

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NOTICE TO BIDDERS

SEALED BIDS for the furnishing of the necessary services for the:

**Abatement and Removal of Hazardous Materials,
Demolition of Buildings, Floor Slabs & Containment on Site of Clean
Hard Fill Materials of Buildings B-9 and 13, & the Adjacent Open Areas between
buildings at:**

**Simonds Cutting Tools
641 Heller Drive
Newcomerstown, Ohio 43832**

Bids will be received by the Village of Newcomerstown, Ohio at their offices located at 124 West Church Street, Newcomerstown, Ohio 43832 until 2:00 pm on Wednesday, June 22, 2022 and at that time and place will be publicly opened and read aloud.

The Design/Engineering Project Cost Estimate for this project is \$400,000.00.

The work will consist of :

ITEM NO. 1 - Base Bid - Phase 3

The bid documents, including plans and specifications, are on file at the office of the Village Third Party Inspector, Start to Finish, Corp., 208 Eberly Avenue, Bowling Green, Ohio 43402, phone: 419-308-2526, E-mail : dbw.s2fcorp@frontier.com or at the office of the Village of Newcomerstown. Checks must be payable to the: the Village of Newcomerstown. The deposit of \$100 for the first set of documents obtained will be refunded if all documents are returned in good condition within ten (10) days after the bid opening. Additional copies of the bid documents may be purchased at \$ 100. No refund will be allowed for the return of additional copies.

A Mandatory Pre-Bid Conference/Walk-Thru will be held at the Site, on Tuesday, June 14, 2022 at 10:00 am.

All bids must be signed and submitted on copies or originals of the blanks which are bound in the contract documents. Bids must state the prices in the blanks provided and be enclosed in a sealed envelope marked -- Simonds Cutting Tools project-- and addressed to 124 West Church Street, Village of Newcomerstown, Ohio 43832.

The bid guaranty may be of two forms:

1. A Bid Guaranty and Contract bond using the form in the Contract Documents. (The amount of the bid does NOT have to appear on this form.)
2. A certified check, cashier's check or letter of credit in favor of the Village of Newcomerstown in the amount of ten percent (10%) of the bid. If the contract is awarded, a Contract bond will be required, which is a one hundred percent (100%) payment and performance bond.

Bidders shall submit with their bid the affidavit required under the Ohio Revised Code, Section 5719.042 that the bidder was not charged with any delinquent personal property taxes in Tuscarawas County, Ohio.

The successful bidder will be required to pay not less than the minimum wage rates established by the Department of Industrial Relations of the State of Ohio in accordance with all provisions of the Prevailing Wage Act of the State of Ohio, ORC. Sections 4115.03 and 4115.16 and related requirements.

Bids received after the scheduled bid opening date and time, or not accompanied by a satisfactory bid bond or check, will neither be read nor considered.

The Owner reserves the right to reject any and all bids and to waive any irregularity in any bid and to determine the lowest and best bidder. In no case will an award be made until all necessary investigations are made as to the qualifications of the bidder to whom it is proposed to award the contract.

No bidder may withdraw his bid for a period of sixty (60) days after the scheduled closing time for the receipt of bids.

By Order of: The Village of Newcomerstown, Ohio

Advertise: Times Reporter in New Philadelphia, Ohio

Furnish Affidavit of Publication / State of Ohio / Tuscarawas County

INSTRUCTIONS TO BIDDERS

PART 1 INSTRUCTIONS TO BIDDERS

1.1 These Instructions To Bidders amend or supplement the other provisions of the Bidding and Contract Documents.

1.2 RELATED DOCUMENTS

- A. Document 00020 - Notice to Bidders.
- B. Document 00200 - Information Available to Bidders.
- C. Document 00311 - Bid Form - Stipulated Price.
- D. Document 00400 - Supplements to Bid Form: Appendices A to E.
- E. Document 00711 - General Conditions
 - 1. Contract time identification.
 - 2. Tax exempt procedures.
 - 3. Bond types and values.

PART 2 SITE ASSESSMENT

2.1 SITE EXAMINATION

- A. Examine the project site before submitting a bid.
- B. A visit to the project site has been arranged for bidders. See the Mandatory Pre-Bid Conference below.
- C. The premises at the project site are open for examination by bidders only during the following hours: TBD
 - 1. Monday through Friday:

2.2 MANDATORY PRE-BID CONFERENCE / WALK-THRU

- A. A mandatory pre-bidders conference/walk-thru will be scheduled for: Tuesday, June 14, 2022 at 10:00am, at the project site.
- B. All Bidders are invited.
- C. Representatives of the Owner and/or the Village Third Party Inspector will be in attendance.
- D. Relevant information which modifies the Bid Documents will be recorded in an Addendum, and issued to all Bid Document recipients.

END OF DOCUMENT

DOCUMENT 00200

INFORMATION AVAILABLE TO BIDDERS

PART 1 GENERAL

1.1 PRE-DEMOLITION HAZARDOUS MATERIALS ASSESSMENT REPORT:

- A. A copy of: **EA Group, Environmental Analysis and Management, 7118 Industrial Park Boulevard, Mentor, Ohio 44060-5314, dated September 29, 2018** is attached herewith.

- B. This survey identifies "a survey for asbestos-containing materials (ACMs): an inventory of non-incandescent lighting, other "universal waste" materials, and refrigerant sources: representative sampling of various painted and unpainted building components that would be "demolition debris" for waste characterization purposes (toxicity characteristic leaching procedure [TCLP]) for lead: sapling of materials that could contain polychlorinated biphenyls (PCBs); and sampling of wood plank flooring for TCLP hazardous waste characterization. This report provides the results of the pre-demolition hazardous materials assessment."

END OF DOCUMENT

DOCUMENT 00311

FORM OF PROPOSAL

Bidder's Firm Name: _____

Address: _____

Telephone No.: _____

Fax No.: _____

Form of Proposal for the project entitled:

**Abatement and Removal of Hazardous Materials,
Demolition of Buildings Floor Slabs, & Containment on Site of Clean Hard Fill Materials of
Buildings B-9 and 13, & the Adjacent Open Areas between buildings at:**

**Simonds Cutting Tools
641 Heller Drive
Newcomerstown, Ohio 43832**

Date: _____

The undersigned proposes to perform all work required and to provide and furnish all labor, material, tools, equipment, and transportation necessary for the proper completion of the above-named project, in accordance with plans and specifications prepared by within the time set forth and for the sum of money specified below.

The undersigned agrees that if within sixty (60) days from the bid date named for receiving proposals by the Owner, a notice that this proposal will be accepted by the Owner (notice shall be mailed to the bidder at the business address given above or it shall be delivered to him personally), this bidder then shall within ten (10) days thereafter deliver to the Owner, where directed, a contract properly executed in duplicate on the forms supplied by the Village Third Party Inspector.

The undersigned has received the following ADDENDUM Numbers:

_____ and acknowledges the additions to, deductions from, or changes, in the original drawings or specifications.

ITEM NO. 1 - PHASE 3- BASE BID (Abatement and Removal of Hazardous Materials,
Demolition of Buildings, Floor Slabs & Containment of
Clean Hard Fill Materials of Buildings B-9 and 13, & the
Adjacent Open Areas between buildings)

ALL LABOR AND MATERIALS, for the sum of \$ _____.

STATE THE AMOUNT IN WORDS: _____

Providing that the contract is awarded promptly, the undersigned proposes that all the work will be completed as herein noted within calendar days for the following Items:

ITEM NO. 1: _____ () calendar days

following an Owner-issued Notice to Proceed. Not considering delays due to strikes, or circumstances unavoidable to the contractors.

Firm Name of Bidder: _____

Signature of
Authorized Officer: _____

Address: _____

City, State, & Zip Code: _____

Telephone/Fax Numbers: _____

APPENDIX B: CERTIFIED COPY OF CORPORATION RESOLUTION

(Name of Company)

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

a Corporation duly organized and existing under the laws of the State of _____
, that on the ____ day of _____, 20__, the Board of said Corporation
authorized and approved a certain Proposal to _____
(insert name of Owner) for the construction of certain improvements for _____
_____ (insert name of Owner) by said Corporation and any Contract resulting
therefrom and empowered the _____ (insert title of officer) of said
Corporation to execute said Proposal and Contract for, and in behalf of, said Corporation;
that said authority is not contrary to any provision in the articles of incorporation or code
of regulations or code of by laws of said Corporation; that said authority has not been
rescinded or modified; and that _____ is duly elected and acting _____
_____ (insert title of officer) of said Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name on _____
, 20__.

Secretary

APPENDIX C: NON-COLLUSION AFFIDAVIT

PROJECT: _____

STATE OF OHIO

COUNTY OF _____

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

being duly sworn, do depose and say that:

(Insert name of individual, co-partnership, Corporation)

its agents, officers, or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.

Signature

Title

Sworn to subscribed before me this __ day of _____, 20__

Notary Public in and for
_____ County, Ohio

(SEAL)

My Commission expires

_____, 20__

(This affidavit must be executed for the bid to be considered.)

APPENDIX D(1): O.R.C. 5719.042

"After the award by a taxing district of any contract let by competitive bid and prior to the time the contract is entered into, the person making a bid shall submit to the district's fiscal officer a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory or that such person as charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty (30) days of the date it is submitted.

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

APPENDIX D(2): AFFIDAVIT OF CONTRACTOR
OR SUPPLIER OF NON-DELINQUENCY
OF PERSONAL PROPERTY TAXES
O.R.C. 5719.042

STATE OF OHIO:

SS:

TO:

The undersigned, being first duly sworn, having been awarded

a contract by you for _____

hereby states that we are not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you, as a taxing district, have territory and that we were not charged with delinquent personal property taxes on any such tax list.

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

Signature

Company Name

Sworn to before me and subscribed in my presence this _____
day of _____, 20__.

Seal

Notary Public

My Commission expires _____

APPENDIX E: BID GUARANTY AND CONTRACT BOND
(SECTION 153.571 Ohio Revised Code)

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

(Name and Address)

as Principal and _____
(Name of Surety)

_____ as Surety, are hereby held and firmly bound unto _____
_____ hereinafter called the Obligee, in the penal sum of the dollar amount of the bid
submitted by the Principal to the Obligee on _____ to undertake the project known as:

_____.

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of _____ dollars (\$____).

IF THE ABOVE LINE IS LEFT BLANK, THE PENAL SUM WILL BE THE FULL AMOUNT OF THE PRINCIPAL'S BID, INCLUDING ALTERNATES. ALTERNATIVELY, IF COMPLETED, THE AMOUNT STATED MUST NOT BE LESS THAN THE FULL AMOUNT OF THE BID, INCLUDING ALTERNATES, IN DOLLARS AND CENTS. A PERCENTAGE IS NOT ACCEPTABLE. For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

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

NOW THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not-to-exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not-to-exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within ten (10) days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of

material which said contract is made a part of this bond the same as though set forth herein, and

IF THE SAID Principal shall well and faithfully perform each and every conditions of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefor; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modification, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefor shall in any wise affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this ___ day of _____, 20__.

PRINCIPAL: _____

BY: _____

TITLE: _____

SURETY: _____

BY: _____
Attorney-in-fact

SURETY COMPANY ADDRESS:

SURETY AGENT'S ADDRESS

Name

Name

Street Address

Street Address

City, State, & Zip Code

City, State, & Zip Code

DOCUMENT 00600

NOTICE OF AWARD

To:

Project Description:

The Owner has considered the Bid submitted by you on _____, for the above described work in response to its Advertisement for Bids and information for Bidders.

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

You are required by the Information for Bidders to execute the Agreement and furnish the required Contract's Contract Bond, if applicable, and Certificates of Insurance within ten (10) calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said Bond within ten (10) days from the date of this notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid guaranty subject to the liability as set forth in Section 153.54 of the Ohio Revised Code. The Owner will be entitled to such other rights as may be granted by law.

Dated this ____ day of _____, 20__.

OWNER

By: _____

Name: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____ on this ____ day of _____, 20__.

By: _____

Name and Title: _____

cc: Contractor's Surety Agent

DOCUMENT 00601

NOTICE OF COMMENCEMENT OF A
PUBLIC IMPROVEMENT PURSUANT TO
REVISED CODE §1311.252

State of Ohio,)
) ss:
County of)

_____ (the "Affiant"), being first duly sworn, says that:

1. Affiant is the _____ of the _____ (the Public Authority).
2. The Public Authority will be commencing a public improvement identified as follows: Construction of _____.
3. The following lists the name, address and trade of each of the principal contractors working on this public improvement:

<u>Name</u>	<u>Address</u>	<u>Trade</u>	Date of First Executed Contract for the Public
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4. The following lists the names and addresses of the sureties for all of those principal contractors:

<u>Principal Contractors</u>	<u>Name of Surety</u>	<u>Address of Surety</u>
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5. For the purpose of serving an affidavit pursuant to Revised Code §1311.26, service may be made upon the following representative of the Public Authority:

FURTHER AFFIANT SAYETH NAUGHT.

Signature

SWORN TO BEFORE ME and subscribed in my presence this _____ day of _____, 20__.

Notary Public

[SEAL]

DOCUMENT 00602
NOTICE TO PROCEED

TO: _____

DATE: _____

PROJECT DESCRIPTION: _____

You are hereby notified to commence work in accordance with your Agreement dated _____, 20__ or on or before _____, 20__, and you are to complete the work within _____ consecutive calendar days thereafter. The date of completion of all work is therefore _____, 20__.

OWNER

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____ on this ____ day of _____, 20__.

BY: _____

Name: _____

Title: _____

DOCUMENT 00711

GENERAL CONDITIONS

PART 1 GENERAL

1.1 GENERAL CONDITIONS

- A. The Specifications shall have precedence over the "General Conditions of the Contract", where any conflict may occur.

1.2 DEFINITIONS

- A. The Contract Documents consist of the Agreement, the General Conditions, the drawings, the specifications, Addenda, and Bulletins including all modifications thereof incorporated in the documents before their execution. These form the contract.
- B. The Owner, the Contractor, and the Village Third Party Inspector are those mentioned as such in the Agreement and in the specifications. They are treated throughout the contract documents as if each were of the singular number and masculine gender.
- C. Written notice shall be deemed to have been duly served if delivered to the individual or to a member of the firm for whom it is intended.
- D. The term "Work" of the Contractor includes labor or equipment or both.
- E. All time limits stated in the Contract Documents are of essence to the contract.
- F. The law of the place of project shall govern the construction of this project.

1.3 ARTICLES 2, 3, & 4: PARTIES TO THE CONTRACT

- A. Owner refers to: the Village of Newcomerstown, Ohio
- B. The village Third Party Inspector refers to the firm of: Start to Finish Corp, 208 Eberly Avenue, Bowling Green, Ohio 43402, phone 419-308-2526 (David B. Wilson, President).
- C. Whenever the word "Contractor" is used it shall be understood to mean the person, persons, co-partnership, or corporation who have entered into this contract as parties of the second part of his, their, or its legal representative.

1.4 ARTICLE 3.5: WARRANTY

- A. Guarantee provisions of this Specification do not modify, extend or shorten the guarantee provisions outlined in the Contract between the Contractor and the Owner. All guarantee periods shall start at occupancy or substantial completion. Contractor shall note work completed earlier will in effect, have longer guarantee periods. It is intended that work shall be completed per schedule and used as necessary during construction. It is understood that some manufactured products have more limited guarantees. Work under these Specifications shall carry the longest and least restricted manufacturers guarantees or warranties available from the accepted manufacturer.

- B. Written guarantees shall be delivered by the Contractor to the Village Third Party Inspector on or before completion of the work and prior to final payment. Guarantees shall clearly identify the work guaranteed and shall state the work and all of its components will remain, if normally used and maintained by the Owner as recommended by the Contractor or manufacturer, in normal operating condition and be free of any defects in material and/or workmanship for period of at least one (1) year, or longer if so specified, from the date of substantial completion of the total project or occupancy, whichever comes first. If an element is defective at substantial completion or occupancy as evidenced by the Punch List, the warranty of that element shall be extended so that guarantee period will start on final acceptance of that element.
- C. In the event of failure of any guaranteed work, the Owner and the Village Third Party Inspector will give the Contractor timely notice and the Contractor shall promptly effect the necessary repairs, adjustment or replacements as applicable. Should any adjoining work be damaged by the failure or during repair or replacement of faulty work, the Contractor shall cause it to be restored without cost to the Owner.

1.5 ARTICLE 3.6: TAXES

- A. Contractors shall not be required to pay sales taxes for materials and services incorporated into the final structure.
- B. Tax Exemption Certificates shall be made available to each Contractor upon their request to the Owner.

1.6 ARTICLE 3.7: PERMITS, FEES, AND NOTICES

- A. The Owner shall secure the State of Ohio Certificate of Plan Approval, and pay fees associated with same.
- B. The Contractor is responsible to secure his portion of any additional permit(s) (i.e. State or Local Permits, fees, approvals, licenses, etc.) as may be required to legally and properly complete the Work.

1.7 ARTICLE 3.9: SUPERINTENDENT

- A. The Contractor of the Work shall furnish and maintain at all times, a single individual, a Superintendent of Construction, with sole headquarters at premises of this work. Said Superintendent may be a "Working Superintendent".
- B. Said Superintendent shall study all details of the entire project and shall be aware of all requirements in the drawings and specifications.

1.8 ARTICLE 3.11.1: RECORD DRAWINGS

- A. The Contractor shall keep on the work site a complete set of prints of the Contract Drawings for the sole purpose of recording changes in the work that is to be concealed or that cannot be readily located in the finished project. When the work is completed, the Record Drawings/Documents marked prints shall be delivered to the Village Third Party Inspector. All concealed installations shall be dimensionally located from the column lines or the walls.

1.9 ARTICLE 3.13: SITE

- A. Storage space at the site will be as directed by the Owner or the Village Third Party Inspector.
- B. The Contractor shall allot suitable space for the storage of their materials and for the placement of their job trailers, if applicable.
- C. The Contractor shall confine the storage of material to spaces as allotted by the Village Third Party Inspector and shall at all times store materials neatly and compactly.
- D. Should it be necessary at any time to move materials, sheds, or storage platforms, the Contractor shall move same as, and when directed at his expense.

1.10 ARTICLE 3.15: CLEANING UP

- A. The premises shall be kept free from an accumulation of waste materials, rubbish, accumulated by reason of this work. Provide daily clean up. Each trade shall be responsible for their own clean up.
- B. All packaging devices (i.e., cartons, crating, boxes, bags, wrapping, paper, etc.) brought to the premises in connection with the work of a respective contractor, shall be removed from the premises by the same contractor.

1.11 ARTICLE 4.4.1: CLAIMS AND DISPUTES

- A. The Village Third Party Inspector, being the author of the documents, shall have the right to interpret the true meaning and intention of the working drawings and the specifications where not clearly stated or described; and should any controversies or disputes arise over such interpretations, his decision shall be final.
- B. Any interpretation of the Contract Documents made by any party other than the Village Third Party Inspector, or in any manner other than a written Addendum, shall not be binding and the Bidder shall not rely upon any such interpretation.
- C. The Bidder shall not, at any time after the execution of the Agreement, be compensated for a claim alleging insufficient data, incomplete Contract Documents, or incorrectly assumed conditions regarding the nature or character of the Work, if no request for interpretation was made by the Bidder prior to the bid opening.
- D. In case of difference between the drawings and the specifications, the conflicts must be reported before the award of the contract. Otherwise, the successful bidder will be bound by the Village's Third Party Inspector ruling as to which shall take precedence.
- E. The Contractor shall verify and check all dimensions at the project site. Any discrepancies between actual dimensions and those given on the drawings shall be reported to the Village's Third Party Inspector without delay. Required measurements for shop and other work, shall be taken at the job by the Contractor, if applicable.

1.12 ARTICLE 6.1: SEPARATE CONTRACTS

- A. The Owner reserves the right to let other contracts in connection with this building during this project. The contractors shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with their's.

1.13 ARTICLE 7: CHANGES IN WORK

- A. The Village Third Party Inspector, without invalidating the Contract, may order additional work with the Owners' approval by altering, adding to, or deducting from the work. All such changes shall be executed under the provisions of the Contract, unless otherwise expressly stipulated.
- B. If the Contractor determines that additional drawings, revised Drawings, or other directions issued subsequent to execution of the Contract will result in increased or decreased scope of the work, he shall notify the Village Third Party Inspector immediately and shall not proceed with the affected work until authorized.
- C. The additions to or deductions from the Contract Sum shall be determined per the Contract Agreement.
- D. See Change Order Procedures, Section 01028.

1.14 ARTICLE 8: TIME

- A. The project schedule shall be determined based on the General Contractor's proposed construction time frame and agreed to prior to contract execution by all separate prime contractors.
- B. Completion
 - 1. Substantial completion of this project shall be achieved not later than _____.
 - 2. Final completion shall be completed not more than one month after substantial completion; anticipated not to be later than _____.

1.15 ARTICLE 9.2: SCHEDULE OF VALUES

- A. Within 15 working days after the award of the contract, each Contractor shall submit, to the Village Third Party Inspector, a complete breakdown by CSI number of all material and labor costs in each section of the work included in his contract.

1.16 ARTICLE 9.3: APPLICATIONS FOR PAYMENT

- A. Until the project is 50% complete based on monthly certificates, payment will be made up to 92% of value of work in place and of materials suitably stored on the site or at verified storage areas.
- B. After the project is 50% completed, partial payment will be made up to 100% of the value of additional work in place and materials suitably stored on the site or at verified storage areas,

such that at project completion payments made will equal 96% of work in place, including approved change orders.

- C. Final payment certificate will be issued when all work is completed, and payment of retained percentage will be made within thirty (30) days of date of final certificate, if all work is completed and accepted at that time.
- D. Evidence, satisfactory to the Owner, may be required to show that all current obligations relating to this work are satisfied before releasing any payment due on the work. Before payment of the Final Estimate, each Contractor shall file an affidavit with the Owner stating that monetary obligations relating to lienable items in connection with this work have been fulfilled.

1.17 ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

- A. The contractor shall continuously maintain adequate protection of all of the work from damage and shall protect the Owner's property from injury or loss arising in connection with this Contract. The Contractor shall make good any damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner or covered by Owner's Insurance responsibility. The Contractor shall adequately protect adjacent property as provided by Law and the Contract Documents.
- B. The Contractor shall take all precautions and instruct his employees as necessary for the safety of all his employees on the work and shall comply with all applicable provisions of Federal, State and Municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where his work is being performed. The Contractor shall erect and properly maintain at all times as required by the conditions and progress of the work all safeguards necessary for the protection of workmen and the public and shall post danger signs warning of hazards created by construction operations.
- C. In an emergency affecting the safety of life, or of the work, or of adjoining property, the Contractor is hereby instructed to take necessary measures to prevent threatened loss or injury. Any compensation, claimed by the Contractor on account of emergency work, shall be determined by agreement.
- D. Any disturbances or damages to the work or improvements, or any impairment of facilities, resulting directly or indirectly from the Contractors operations shall be promptly restored, repaired, or replaced by the Contractor at his own expense, to the satisfaction of the Owner and the Village Third Party Inspector.

1.18 ARTICLE 11: INSURANCE AND BONDS

- A. The limits of liability for the insurance required by the "Contractor's Liability Insurance" shall provide coverage for not less than the following amounts or greater where required by laws and regulations and is hereby supplemented to read for each contractor to carry:
 - 1. State Statutory
 - 2. Applicable Federal (e.g. Longshoreman's) Statutory

3.	Ohio Stop Gap Coverage	1,000,000
4.	Employers Liability	
	By Accident - Each Accident	500,000
	By Disease - Policy Limit	500,000
	By Disease - Each Employee	500,000

Comprehensive General Liability:

1.	Bodily Injury and Property Damage	
	General Aggregate	3,000,000*
	Products-Completed Operations Aggregate	3,000,000*
	Personal & Advertising Injury	2,000,000*
	Each Occurrence	2,000,000*

2. Property damage liability insurance will provide explosion, collapse and underground coverages where applicable. If blasting is required, \$1,000,000 separate cover.

Comprehensive Automobile Liability under 11.1.1.6

Combined single limit	3,000,000*
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- * Can be provided with any combination of primary and excess coverage.

The contractual liability required by paragraph 11.1.1.8 of the general conditions shall provide coverage for not less than the following amounts:

Personal Injury	
General Aggregate	3,000,000*
Personal Injury each occurrence	2,000,000*

- * Can be provided with any combination of primary and excess coverage.

- B. Add paragraph 11.1.1.9 as follows: CONTRACTORS shall purchase and maintain until final payment property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in these General Conditions or required by Laws and Regulations). This insurance shall include the interests of OWNER, CONTRACTORS, the VILLAGE THIRD PARTY INSPECTOR consultants in the Work (all of whom shall be listed as insureds or additional insured parties), shall insure against the perils of fire and extended coverage, shall include "all-risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in these General Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all-risk" insurance or otherwise provided in these General Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the work stored on and off the site or in transit when such portion of the Work are to be included in an Application for Payment.

C. No operation shall commence on any work governed by a contract, until all insurance governed by provisions of the above paragraph, has been obtained and approved as adequate by the Owner.

1.19 ARTICLE 11.1.3: PROOF OF COVERAGE

A. Certificates of Insurance, complying with the requirements outlined heretofore must be submitted to the Owner and the Village Third Party Inspector. In the event of failure to furnish such certificates, or any change in or reduction of or cancellation of any required insurance, the Owner may terminate the Contract. In lieu of termination, the Owner and the Village Third Party Inspector at his option may designate a person, firm, or corporation to secure any of the required insurance and deduct the cost thereof from contract payment due. The Contractors Certificates of Insurance shall meet the following requirements:

- Copies of the certificates must be issued to the Owner.
- The name of the insured must agree with the name shown in the Contract.
- The policy numbers, effective and expiration dates, and the limits of the insurance must be shown.
- Location (street address, city and state) where the work to be performed or statement that coverage is for work anywhere in the United States must be shown.
- Type of work to be performed must be shown.
- Contain a "Guaranteed Cancellation" clause reading as follows:

The insurance coverage shown in this certificate will not be changed, reduced or canceled unless fifteen (15) days prior written notice is given to the Owner at the place to which this certificate is addressed.

- The certificate must be properly signed in ink by a representative of the insurance company.
- B. Approval of the Contractor's insurance and authorization to commence work may be delayed if insurance certificates are incomplete in any of the above requirements. The Owner shall be furnished a certificate copy of the insurance policies upon request.
- C. Contractor shall furnish copies of appropriate insurance certificates to the Owner along with the executed Contract.

1.20 ARTICLE 11.4: PROPERTY INSURANCE

- A. The Owner will secure and maintain Standard Form Fire and Extended Coverage Policy upon all accepted work in place. The Policy will not include any coverage for tools or equipment used by the Contractor or his employees.
- B. The Owner will assume the risks of rising water, flood, and earthquake, and they agree that it will not hold Contractor responsible for any loss or damage from these risks except those caused by the negligence of Contractor or his employees.

C. Fire and extended coverage insurance shall be for the benefit of Owner, the Contractor and the Owner hereby waives all right of recovery against Contractor for losses to be insured hereunder.

END OF SECTION

DOCUMENT 00711

GENERAL CONDITIONS

PART 1 GENERAL

1.1 GENERAL CONDITIONS

- A. The Specifications shall have precedence over the "General Conditions of the Contract", where any conflict may occur.

1.2 DEFINITIONS

- A. The Contract Documents consist of the Agreement, the General Conditions, the drawings, the specifications, Addenda, and Bulletins including all modifications thereof incorporated in the documents before their execution. These form the contract.
- B. The Owner, the Contractor, and the Village Third Party Inspector are those mentioned as such in the Agreement and in the specifications. They are treated throughout the contract documents as if each were of the singular number and masculine gender.
- C. Written notice shall be deemed to have been duly served if delivered to the individual or to a member of the firm for whom it is intended.
- D. The term "Work" of the Contractor includes labor or equipment or both.
- E. All time limits stated in the Contract Documents are of essence to the contract.
- F. The law of the place of project shall govern the construction of this project.

1.3 ARTICLES 2, 3, & 4: PARTIES TO THE CONTRACT

- A. Owner refers to: the Village of Newcomerstown, Ohio
- B. The village Third Party Inspector refers to the firm of: Start to Finish Corp, 208 Eberly Avenue, Bowling Green, Ohio 43402, phone 419-308-2526 (David B. Wilson, President).
- C. Whenever the word "Contractor" is used it shall be understood to mean the person, persons, co-partnership, or corporation who have entered into this contract as parties of the second part of his, their, or its legal representative.

1.4 ARTICLE 3.5: WARRANTY

- A. Guarantee provisions of this Specification do not modify, extend or shorten the guarantee provisions outlined in the Contract between the Contractor and the Owner. All guarantee periods shall start at occupancy or substantial completion. Contractor shall note work completed earlier will in effect, have longer guarantee periods. It is intended that work shall be completed per schedule and used as necessary during construction. It is understood that some manufactured products have more limited guarantees. Work under these Specifications shall carry the longest and least restricted manufacturers guarantees or warranties available from the accepted manufacturer.

- B. Written guarantees shall be delivered by the Contractor to the Village Third Party Inspector on or before completion of the work and prior to final payment. Guarantees shall clearly identify the work guaranteed and shall state the work and all of its components will remain, if normally used and maintained by the Owner as recommended by the Contractor or manufacturer, in normal operating condition and be free of any defects in material and/or workmanship for period of at least one (1) year, or longer if so specified, from the date of substantial completion of the total project or occupancy, whichever comes first. If an element is defective at substantial completion or occupancy as evidenced by the Punch List, the warranty of that element shall be extended so that guarantee period will start on final acceptance of that element.
- C. In the event of failure of any guaranteed work, the Owner and the Village Third Party Inspector will give the Contractor timely notice and the Contractor shall promptly effect the necessary repairs, adjustment or replacements as applicable. Should any adjoining work be damaged by the failure or during repair or replacement of faulty work, the Contractor shall cause it to be restored without cost to the Owner.

1.5 ARTICLE 3.6: TAXES

- A. Contractors shall not be required to pay sales taxes for materials and services incorporated into the final structure.
- B. Tax Exemption Certificates shall be made available to each Contractor upon their request to the Owner.

1.6 ARTICLE 3.7: PERMITS, FEES, AND NOTICES

- A. The Owner shall secure the State of Ohio Certificate of Plan Approval, and pay fees associated with same.
- B. The Contractor is responsible to secure his portion of any additional permit(s) (i.e. State or Local Permits, fees, approvals, licenses, etc.) as may be required to legally and properly complete the Work.

1.7 ARTICLE 3.9: SUPERINTENDENT

- A. The Contractor of the Work shall furnish and maintain at all times, a single individual, a Superintendent of Construction, with sole headquarters at premises of this work. Said Superintendent may be a "Working Superintendent".
- B. Said Superintendent shall study all details of the entire project and shall be aware of all requirements in the drawings and specifications.

1.8 ARTICLE 3.11.1: RECORD DRAWINGS

- A. The Contractor shall keep on the work site a complete set of prints of the Contract Drawings for the sole purpose of recording changes in the work that is to be concealed or that cannot be readily located in the finished project. When the work is completed, the Record Drawings/Documents marked prints shall be delivered to the Village Third Party Inspector. All concealed installations shall be dimensionally located from the column lines or the walls.

1.9 ARTICLE 3.13: SITE

- A. Storage space at the site will be as directed by the Owner or the Village Third Party Inspector.
- B. The Contractor shall allot suitable space for the storage of their materials and for the placement of their job trailers, if applicable.
- C. The Contractor shall confine the storage of material to spaces as allotted by the Village Third Party Inspector and shall at all times store materials neatly and compactly.
- D. Should it be necessary at any time to move materials, sheds, or storage platforms, the Contractor shall move same as, and when directed at his expense.

1.10 ARTICLE 3.15: CLEANING UP

- A. The premises shall be kept free from an accumulation of waste materials, rubbish, accumulated by reason of this work. Provide daily clean up. Each trade shall be responsible for their own clean up.
- B. All packaging devices (i.e., cartons, crating, boxes, bags, wrapping, paper, etc.) brought to the premises in connection with the work of a respective contractor, shall be removed from the premises by the same contractor.

1.11 ARTICLE 4.4.1: CLAIMS AND DISPUTES

- A. The Village Third Party Inspector, being the author of the documents, shall have the right to interpret the true meaning and intention of the working drawings and the specifications where not clearly stated or described; and should any controversies or disputes arise over such interpretations, his decision shall be final.
- B. Any interpretation of the Contract Documents made by any party other than the Village Third Party Inspector, or in any manner other than a written Addendum, shall not be binding and the Bidder shall not rely upon any such interpretation.
- C. The Bidder shall not, at any time after the execution of the Agreement, be compensated for a claim alleging insufficient data, incomplete Contract Documents, or incorrectly assumed conditions regarding the nature or character of the Work, if no request for interpretation was made by the Bidder prior to the bid opening.
- D. In case of difference between the drawings and the specifications, the conflicts must be reported before the award of the contract. Otherwise, the successful bidder will be bound by the Village's Third Party Inspector ruling as to which shall take precedence.
- E. The Contractor shall verify and check all dimensions at the project site. Any discrepancies between actual dimensions and those given on the drawings shall be reported to the Village's Third Party Inspector without delay. Required measurements for shop and other work, shall be taken at the job by the Contractor, if applicable.

1.12 ARTICLE 6.1: SEPARATE CONTRACTS

- A. The Owner reserves the right to let other contracts in connection with this building during this project. The contractors shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with their's.

1.13 ARTICLE 7: CHANGES IN WORK

- A. The Village Third Party Inspector, without invalidating the Contract, may order additional work with the Owners' approval by altering, adding to, or deducting from the work. All such changes shall be executed under the provisions of the Contract, unless otherwise expressly stipulated.
- B. If the Contractor determines that additional drawings, revised Drawings, or other directions issued subsequent to execution of the Contract will result in increased or decreased scope of the work, he shall notify the Village Third Party Inspector immediately and shall not proceed with the affected work until authorized.
- C. The additions to or deductions from the Contract Sum shall be determined per the Contract Agreement.
- D. See Change Order Procedures, Section 01028.

1.14 ARTICLE 8: TIME

- A. The project schedule shall be determined based on the General Contractor's proposed construction time frame and agreed to prior to contract execution by all separate prime contractors.
- B. Completion
 - 1. Substantial completion of this project shall be achieved not later than _____.
 - 2. Final completion shall be completed not more than one month after substantial completion; anticipated not to be later than _____.

1.15 ARTICLE 9.2: SCHEDULE OF VALUES

- A. Within 15 working days after the award of the contract, each Contractor shall submit, to the Village Third Party Inspector, a complete breakdown by CSI number of all material and labor costs in each section of the work included in his contract.

1.16 ARTICLE 9.3: APPLICATIONS FOR PAYMENT

- A. Until the project is 50% complete based on monthly certificates, payment will be made up to 92% of value of work in place and of materials suitably stored on the site or at verified storage areas.
- B. After the project is 50% completed, partial payment will be made up to 100% of the value of additional work in place and materials suitably stored on the site or at verified storage areas,

such that at project completion payments made will equal 96% of work in place, including approved change orders.

- C. Final payment certificate will be issued when all work is completed, and payment of retained percentage will be made within thirty (30) days of date of final certificate, if all work is completed and accepted at that time.
- D. Evidence, satisfactory to the Owner, may be required to show that all current obligations relating to this work are satisfied before releasing any payment due on the work. Before payment of the Final Estimate, each Contractor shall file an affidavit with the Owner stating that monetary obligations relating to lienable items in connection with this work have been fulfilled.

1.17 ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

- A. The contractor shall continuously maintain adequate protection of all of the work from damage and shall protect the Owner's property from injury or loss arising in connection with this Contract. The Contractor shall make good any damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner or covered by Owner's Insurance responsibility. The Contractor shall adequately protect adjacent property as provided by Law and the Contract Documents.
- B. The Contractor shall take all precautions and instruct his employees as necessary for the safety of all his employees on the work and shall comply with all applicable provisions of Federal, State and Municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where his work is being performed. The Contractor shall erect and properly maintain at all times as required by the conditions and progress of the work all safeguards necessary for the protection of workmen and the public and shall post danger signs warning of hazards created by construction operations.
- C. In an emergency affecting the safety of life, or of the work, or of adjoining property, the Contractor is hereby instructed to take necessary measures to prevent threatened loss or injury. Any compensation, claimed by the Contractor on account of emergency work, shall be determined by agreement.
- D. Any disturbances or damages to the work or improvements, or any impairment of facilities, resulting directly or indirectly from the Contractors operations shall be promptly restored, repaired, or replaced by the Contractor at his own expense, to the satisfaction of the Owner and the Village Third Party Inspector.

1.18 ARTICLE 11: INSURANCE AND BONDS

- A. The limits of liability for the insurance required by the "**Contractor's Liability Insurance**" shall provide coverage for not less than the following amounts or greater where required by laws and regulations and is hereby supplemented to read for each contractor to carry:
 - 1. State Statutory
 - 2. Applicable Federal (e.g. Longshoreman's) Statutory

3.	Ohio Stop Gap Coverage	1,000,000
4.	Employers Liability	
	By Accident - Each Accident	500,000
	By Disease - Policy Limit	500,000
	By Disease - Each Employee	500,000

Comprehensive General Liability:

1.	Bodily Injury and Property Damage	
	General Aggregate	3,000,000*
	Products-Completed Operations Aggregate	3,000,000*
	Personal & Advertising Injury	2,000,000*
	Each Occurrence	2,000,000*
2.	Property damage liability insurance will provide explosion, collapse and underground coverages where applicable. If blasting is required, \$1,000,000 separate cover.	

Comprehensive Automobile Liability under 11.1.1.6

Combined single limit	3,000,000*
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* Can be provided with any combination of primary and excess coverage.

The contractual liability required by paragraph 11.1.1.8 of the general conditions shall provide coverage for not less than the following amounts:

Personal Injury	
General Aggregate	3,000,000*
Personal Injury each occurrence	2,000,000*

* Can be provided with any combination of primary and excess coverage.

B. Add paragraph 11.1.1.9 as follows: CONTRACTORS shall purchase and maintain until final payment property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in these General Conditions or required by Laws and Regulations). This insurance shall include the interests of OWNER, CONTRACTORS, the VILLAGE THIRD PARTY INSPECTOR consultants in the Work (all of whom shall be listed as insureds or additional insured parties), shall insure against the perils of fire and extended coverage, shall include "all-risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in these General Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all-risk" insurance or otherwise provided in these General Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the work stored on and off the site or in transit when such portion of the Work are to be included in an Application for Payment.

C. No operation shall commence on any work governed by a contract, until all insurance governed by provisions of the above paragraph, has been obtained and approved as adequate by the Owner.

1.19 ARTICLE 11.1.3: PROOF OF COVERAGE

A. Certificates of Insurance, complying with the requirements outlined heretofore must be submitted to the Owner and the Village Third Party Inspector. In the event of failure to furnish such certificates, or any change in or reduction of or cancellation of any required insurance, the Owner may terminate the Contract. In lieu of termination, the Owner and the Village Third Party Inspector at his option may designate a person, firm, or corporation to secure any of the required insurance and deduct the cost thereof from contract payment due. The Contractors Certificates of Insurance shall meet the following requirements:

- Copies of the certificates must be issued to the Owner.
- The name of the insured must agree with the name shown in the Contract.
- The policy numbers, effective and expiration dates, and the limits of the insurance must be shown.
- Location (street address, city and state) where the work to be performed or statement that coverage is for work anywhere in the United States must be shown.
- Type of work to be performed must be shown.
- Contain a "Guaranteed Cancellation" clause reading as follows:

The insurance coverage shown in this certificate will not be changed, reduced or canceled unless fifteen (15) days prior written notice is given to the Owner at the place to which this certificate is addressed.

- The certificate must be properly signed in ink by a representative of the insurance company.
- B. Approval of the Contractor's insurance and authorization to commence work may be delayed if insurance certificates are incomplete in any of the above requirements. The Owner shall be furnished a certificate copy of the insurance policies upon request.
- C. Contractor shall furnish copies of appropriate insurance certificates to the Owner along with the executed Contract.

1.20 ARTICLE 11.4: PROPERTY INSURANCE

- A. The Owner will secure and maintain Standard Form Fire and Extended Coverage Policy upon all accepted work in place. The Policy will not include any coverage for tools or equipment used by the Contractor or his employees.
- B. The Owner will assume the risks of rising water, flood, and earthquake, and they agree that it will not hold Contractor responsible for any loss or damage from these risks except those caused by the negligence of Contractor or his employees.

C. Fire and extended coverage insurance shall be for the benefit of Owner, the Contractor and the Owner hereby waives all right of recovery against Contractor for losses to be insured hereunder.

END OF SECTION

SECTION 01010

SUMMARY OF WORK - SINGLE CONTRACT

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

- A. The work to be performed consists of furnishing all the labor, material, equipment, transportation, and necessary services required by the bid documents and specifications to complete the project.

PART 2 SCOPE OF WORK

2.1 PRIME CONTRACT

- A. It is intended that one (1) lump sum General Contract, be awarded for the work required to complete the entire project.

- B. Separate contracts intended to be entered into by the Owner that are not part of this bid package include the following:

- 1. TBD

- C. The Owner reserves the right to bid and award additional related contracts.

2.2 The General Contract will consist of the following specific work items as well as all incidental work required to accomplish the intent of the Contract Documents:

- A. All site work including but not limited to: Clear the buildings and all floor slabs grade area, remove and stockpile all topsoil, excavate/backfill the project site to the proposed grades and the required compaction, all utility lines from public utility tie-in to the building service unless indicated otherwise either on the drawings or within other paragraphs of this specification section.

- B. Demolish and contain on site all general trade items required to complete the project, including but not limited to, structure and accessories, foundations, slabs, curbs, masonry, roofing, doors, windows, hardware, finishes, and miscellaneous equipment including kitchen equipment as indicated or specified hazardous materials, etc. All clean/non contaminated rock and concrete shall be crushed (use a crushing machine) on site and stockpiled for future uses.

- C. Demolish/remove all hazardous materials and windows. Coordinate with all other contractors related to underground conduit, piping, or equipment.

- D. Rough and finish grade the project site, including regrading the existing topsoil stockpiles. Reseed areas disturbed during construction where applicable.

- E. Demolish/remove all piping, ductwork, insulation, equipment, and controls indicated or required for a complete installation as shown on the Site Plans and Specifications.
- F. Demolish/remove all heating, cooling, and ventilating equipment indicated or required for a complete installation as shown on the Site Plan and Specifications.
- G. Demolish/remove all piping, vents, valves, insulation, and plumbing fixtures indicated or required for a complete installation as shown on the Site Plans and Specifications.
- H. Demolish/ remove all plumbing equipment indicated or required for a complete installation as shown on the Site Plan and Specifications.
- I. Demolish/remove all conduit, wiring, equipment, fixtures, controls, panels, and connections indicated or required for a complete installation as shown on the Site Plan and Specifications.
- J. Schedule and coordinate all utility kills to all buildings and adjacent site (if necessary) and the site as applicable, plus terminate all utilities as needed.
- K. Contractor shall claim and salvage all scrap metals / steel materials / equipment for their work.
- L. The Demolition Contractor(s) shall co-ordinate all as needed related on-site inspections of suspect soils and materials with the Field Representatives of the EPA and Brown-Field Restoration Group, LLC (Their contact information upon request)

PART 3 SCHEDULING THE WORK

- 3.1 The General Contractor shall be responsible for scheduling the work to allow the project to be completed by the dates indicated in the contract including allowances for bad weather. Provide the Owner and the Village Third Party Inspector with weekly updates on the progress of the project and any change in projected completion date. Project shall start immediately following award of contracts (Anticipated date: _____).

PART 4 DEFINITIONS

- 4.1 The "Owner" refers to [the Village of Newcomerstown Ohio](#).
- 4.2 The Village Third Party Inspector: S2F Corp, or his authorized representative.

PART 5 OWNER OCCUPANCY

- 5.1 The Owner will occupy the site and premises during the entire period of construction. Stage all work to facilitate the conduct of normal operations.
- 5.2 Cooperate with Owner to minimize conflict, and to facilitate Owner's operations.

5.3 Schedule the Work to accommodate Owner's requirements.

PART 6 LAYING OUT WORK

6.1 Before performing any of the work the Contractor shall field verify all dimensions and be responsible for correctness of same. No extra charge or compensation will be allowed because of the difference between actual dimensions and measurements indicated on the drawings. Any difference which may be found shall be indicated to the Village Third Party Inspector for consideration before proceeding with the work. If there should be any discrepancy in dimensions in the drawings, the correct dimensions shall be determined by field conditions.

PART 7 STANDARDS AND SUBSTITUTIONS

7.1 Any and all changes or substitutions to the project, scope of work consideration, must be submitted stating specifically the need for the Village Third Party Inspector to evaluate the proposal. The amount shall be added to or deducted from the base bid and indicated accordingly.

7.2 All proposals for substitution must be made prior to the bid and again prior to the award of the contracts and are subject to approval or rejection by the Village Third Party Inspector.

PART 8 UNCORRECTED WORK

8.1 If the Owner deems it expedient to accept the work injured or not done in accordance with the contract, an equitable adjustment will be made with a proper deduction from the contract prior for unsatisfactory work.

PART 9 WEATHER PROTECTION

9.1 It is the intent of these specifications that the Contractor shall protect his work and existing or adjacent property against weather, to maintain their work, materials, apparatus, free from injury or damage in accordance with the General Conditions during the entire construction period. Work likely to be damaged shall be covered or protected at the end of each day's work. Any work damaged by failure to provide protection above required shall be removed and replaced with new work at the Contractor's expense.

PART 10 PROTECTION OF PREMISES

10.1 Every precaution shall be taken to protect the surrounding premises and buildings from damage during the course of construction. All damage to the premises or existing structures shall be replaced or repaired to the original condition at the expense of the Contractor causing the damage.

PART 11 SHORING AND BRACING

11.1 The Contractor shall provide all shoring and bracing required for safety and proper execution of his work. He shall remove these items when the work is completed.

PART 12 CLEAN UP AND REMOVAL OF DEBRIS

12.1 The Contractor upon completion of the work and at other times during the project as required by the Owner or the Village Third Party Inspector, shall collect and remove all rubbish and debris pertaining to his work.

PART 13 TEMPORARY SUPPORT FACILITIES

13.1 Each Contractor shall provide whatever facilities and services may be needed to properly support primary construction process and meet compliance requirements and governing regulations. Provide miscellaneous facilities as needed including temporary ramps, ladders, runways, staging, shoring, scaffolding, bridges, railings, bracing, barriers, closures, platforms, dump chutes, receptacles, and similar items.

PART 14 WASTE MATERIALS

14.1 Collect and containerize debris daily; remove from site minimum of twice weekly or as large quantities accumulate.

PART 15 SECURITY AND PROTECTION

15.1 The Contractor shall provide facilities and services as necessary to effectively protect property from losses and persons from injury during the course of construction. Each contractor shall be responsible for securing and protecting from loss any materials and equipment supplied under their contract.

15.2 Provide local approved barricades at hazardous locations, complete with the signs, general lighting, warning lights, and similar devices where appropriate or required. Barricades shall be provided to prevent casual entrance into the various construction areas by the public.

END OF SECTION

SECTION 01027
APPLICATIONS FOR PAYMENT

PART 1 GENERAL

1.1 SECTION INCLUDED

- A. Procedures for preparation and submittal of Applications for Payment.

1.2 RELATED SECTIONS

- A. Agreement: Contract Sum/Price amounts of progress payments and retainages, time schedule for submittals.
- B. General Conditions: Progress payments and final payments.
- C. Supplementary General Conditions: Retainage.
- D. Section 01300 - Submittals: Submittal procedures.
- E. Section 01700 - Contract Closeout: Final payment.

1.3 FORMAT

- A. Application and Certificate for Payment: TBD

1.4 PREPARATION OF APPLICATIONS

- A. Present required information in typewritten form.
- B. Execute certification by signature of authorized officer.
- C. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products. Format shall follow standard CSI division numbers for breakdown of work.
- D. List each authorized Change Order as an extension on continuation sheet, listing Change Order number and dollar amount as for an original item of Work.
- E. Prepare Application for Final Payment as specified in Section 01700.

1.5 SUBMITTAL PROCEDURES

- A. Submit a copy of each Application for Payment.
- B. Payment Period: Submit at monthly interval stipulated in the Agreement.

C. Submit under transmittal letter specified in Section 01300.

1.6 SUBSTANTIATING DATA

- A. When the Village Third Party Inspector requires substantiating information, submit data justifying dollar amounts in question.
- B. Provide one copy of data with cover letter for each copy of submittal. Show Application number and date, and line item by number and description.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01028
MODIFICATION PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Documentation of change in Contract Sum and Contract Time.
- B. Change procedures.
- C. Construction Change Directive
- D. Stipulated Sum change order.
- E. Time and material change order.
- F. Execution of change orders.

1.2 RELATED SECTIONS

- A. Section 01300 - Submittals.
- B. Section 01600 - Material and Equipment: Product options and substitutions.
- C. Section 01700 - Contract Closeout: Project Record Documents.

1.3 SUBMITTALS

- A. Submit name of the individual authorized to receive change documents, and be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.

1.4 DOCUMENTATION OF CHANGE IN CONTRACT SUM AND CONTRACT TIME

- A. Maintain detailed records of work done on a time and material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs of changes in the work.
- B. Document each quotation for a change in cost or time with sufficient data to allow evaluation of the quotation.
- C. On request, provide additional data to support computations:
 - 1. Quantities of products, labor, and equipment.
 - 2. Taxes, insurance and bonds.
 - 3. Overhead and profit.

4. Justification for any change in Contract Time.
 5. Credit for deletions from Contract, similarly documented.
- D. Support each claim for additional costs, and for work done on a time and material basis, with additional information:
1. Origin and date of claim.
 2. Dates and times work was performed, and by whom.
 3. Time records and wage rates paid.
 4. Invoices and receipts for products, equipment, and subcontracts, similarly documented.

1.5 CHANGE PROCEDURES

- A. The Village Third Party Inspector will advise of minor changes in the Work not involving an adjustment to Contract Sum or Contract Time.
- B. The Village Third Party Inspector may issue a Proposal Request, Bulletin, or Notice of Change which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, and a change in Contract Time for executing the change. Contractor will prepare and submit an estimate within the time specified on the request or notice documents.
- C. The Contractor may propose a change by submitting a request for change to the Village Third Party Inspector, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation.

1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. The Village Third Party Inspector may issue a document, signed by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
- B. The document will describe changes in the Work, and will designate method of determining any change in Contract Sum or Contract Time.
- C. Promptly execute the change in Work.

1.7 STIPULATED SUM CHANGE ORDER

- A. Based on Proposal Request and Contractor's fixed maximum price quotation.

1.8 TIME AND MATERIAL CHANGE ORDER

- A. Submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- B. The Village Third Party Inspector will determine the change allowable in Contract Sum and Contract Time as provided in the Contract Documents.

- C. Maintain detailed records of work done on Time and Material basis.
- D. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.

1.9 CHANGE ORDER PRICING GUIDELINES

- A. Labor - All field labor expended by this prime contractor at the base rate without fringe benefits. The payroll to be based on straight time only and to include number of hours and rate for each item in Bulletin.
- B. All establishing payroll taxes, assessments and fringe benefits. This may include Bond, FICA, Federal Unemployment, Local Health and Welfare, Local Pension Fund, State Unemployment Workers' Compensation, Public Liability and Property, Local Apprentice Fund. Each of these categories is to be a separate line item.
- C. Rentals:
 - 1. Heavy equipment and trucking.
- D. Travel Expenses:
 - 1. Travel expense for employees brought to the job specifically for this change order.
 - 2. Living expenses for employees while working on this change order.
- E. Overhead:
 - 1. Overhead on Items A, B, C, D: 10 percent.
- F. Materials:
 - 1. Agreed on value of materials taken from the contract work, as unused new materials, unless specifically designated otherwise.
- G. Profit on Items A, B, C, D, E, F: 10 percent.
- H. Miscellaneous items - (without overhead or profit):
 - 1. Extra "out-of-pocket" insurance premiums, job connected.
 - 2. Telephone, telegrams, photos, etc.
 - 3. Fees for permits, licenses, inspections, etc.
 - 4. Premium payments for overtime work or special conditions.

- I. The use of the Contractor's small tools, light weight equipment, gear, simple scaffolds, etc., shall be considered a part of the overhead cost.
- J. The Village Third Party Inspector reserves the right to approve items entering into the "actual field cost" before commitments are made.
- K. The Owner has the right to audit the Contractor's records insofar as the "line item cost" work is concerned.

1.10 EXECUTION OF CHANGE ORDERS

- A. Execution of Change Orders: The Village Third Party Inspector will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

1.11 CORRELATION OF CONTRACTOR SUBMITTALS

- A. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- B. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust time for other items of work affected by the change, and resubmit.
- C. Promptly enter changes in Project Record Documents.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01039

COORDINATION AND MEETINGS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Coordination.
- B. Project Site Verification
- C. Pre-Construction Conference.
- D. Progress meetings..
- E. Examination.
- F. Preparation

1.2 COORDINATION

- A. Coordinate scheduling, submittals, and Work of the various sections of the Project Manual to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later, if requested and if applicable.
- B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections and all applicable utility kills and or disconnections.
- C. Coordinate demolition requirements and of all mechanical and electrical work which are indicated diagrammatically on Drawings.
- D. Coordinate completion and clean up of Work of separate sections in preparation for Substantial Completion.
- E. Coordinate access to site in accordance with Contract Documents, for Owner's activities.

1.3 PROJECT SITE VERIFICATION

- A. Contractor to verify site conditions prior to commencement of the project..

1.4 PRE-CONSTRUCTION CONFERENCE

- A. The Village Administration and the Village Third Party Inspector will schedule the Pre-Construction Conference after Notice of Award.

- B. Attendance Required: Contractor's representative, job superintendents, major Subcontractors and suppliers, Owner, the Village Third Party Inspector (or their representatives), as appropriate to agenda topics for each meeting.
- C. Agenda:
 - 1. Distribution of Contract Documents.
 - 2. Submission of list of Subcontractors, schedule of values, and progress schedule.
 - 3. Designation of personnel representing the parties in Contract, and the Village Third Party Inspector.
 - 4. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 5. Scheduling.
 - 6. Use of premises by Owner and Contractor.
 - 7. Owner's requirements.
 - 8. Construction facilities and controls provided by Owner.
 - 9. Temporary utilities.
 - 10. Security and housekeeping procedures.
 - 11. Procedures for testing.
 - 12. Procedures for maintaining record documents.
- D. The Village Third Party Inspector shall record minutes and distribute copies within five days after meeting to participants, with one copy to the Village Third Party Inspector, Owner, participants, and those affected by decisions made.

1.5 PROGRESS MEETINGS

- A. The Contractor shall schedule and administer a monthly meeting throughout progress of the project.
- B. The Contractor will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: The Contractor's representative, job superintendents, major Subcontractors and Owner, the Village Third Party Inspector as appropriate to agenda topics for each meeting.
- D. Agenda:
 - 1. Previous Meeting Minutes
 - 2. Safety
 - 3. Progress
 - 4. Proposed Work
 - 5. Schedule
 - 6. Submittals
 - 7. Change Orders/Proposals
 - 8. RFI's
 - 9. New Business
 - 10. Old Business

- E. The Contractor shall record minutes and distribute copies within five days after meeting to participants, with one copy to the Village Third Party, Owner, participants, and those affected by decisions made.

PART 2 PRODUCTS

None

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that existing site conditions.
- B. Examine and verify specific conditions described in individual specification sections.
- C. Verify that utility services are disconnected and/or terminated.

3.2 PREPARATION

- A. Insure site perimeter is secure and posted.

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 GENERAL

1.1 SECTION INCLUDED

- A. Abatement and Demolition progress schedules.
- B. RFI's
- C. Certificates/Receipts related to Proper Disposal of Materials/Test Reports

1.2 RELATED SECTIONS

- A. Section 01400 - Quality Control:
- B. Section 01700 - Contract Closeout: Closeout submittals.

1.3 CONSTRUCTION PROGRESS SCHEDULES

- A. The Contractor must submit their project schedule in within 15 (fifteen) working days after date of Owner-Contractor Agreement.

1.4 RFI's (Request for Information)

- A. All RFI's must be submitted to the Village Third Party Inspector in writing.

1.5 REPORTS

- A. See Pre-Demolition Hazardous Materials Assessment as prepared by EA Group.

END OF SECTION

