

**CONSTRUCTION  
CONTRACT DOCUMENTS  
FOR  
THE CITY OF MASON**

**City Wide Landscaping and Irrigation Maintenance**

**Prepared By:**

**THE CITY OF MASON  
PUBLIC WORKS DEPARTMENT**

**February 24, 2005**

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**PART I**

**LEGAL AND PROCEDURAL DOCUMENTS AND BONDS**

SECTION 1.1

**ADVERTISEMENT**

**1.1.01 SEALED BIDS** will be received by the City of Mason, Ohio until 11:30 A.M. (local time) on March 17, 2005 at the City Manager's Office, of the City of Mason, 6000 Mason-Montgomery Road, Mason, Ohio 45040, for the City-Wide Landscaping and Irrigation Project.

**1.1.02 SCOPE OF WORK** to be performed under this Improvement shall generally consist of landscaping maintenance of the City right-of-way, Fire Station #51, Fire Station #52, the Water Reclamation Plant, and portions of the Municipal Building. Tasks include mowing, litter pick-up, installing and maintaining annual planting beds, mulching, watering, irrigation maintenance and repair, and applications of chemical herbicide and fertilizer.

**1.1.03 THE ABOVE IMPROVEMENT** shall be in accordance with the Contract Documents, on file in the Public Works Directors Office, 4211 South State Route 741, Mason, Ohio 45040. The City of Mason reserves the right to reject any or all bids in accordance with the Contract Documents. The City of Mason reserves the right to add to or to subtract from the contract quantities.

**1.1.04 SPECIFICATIONS AND CONTRACT DOCUMENTS** can be obtained at the Public Works Directors Office, 4211 South State Route 741, Mason, Ohio 45040, Monday through Friday, 7:30 A.M. to 4:00 P.M. A fee of \$25.00, non-refundable, will be charged for each set of Specifications, and Contract Documents.

**1.1.05 EACH BID PROPOSAL** shall be accompanied by a Bid Guaranty (10% of the Bid Amount). Upon award of the contract, the contractor shall provide a Contract Bond to the City (100% of the Bid Amount). Bidders must use the printed forms contained in the Contract Documents. No others will be accepted.

Scot F. Lahrmer  
City Manager

Advertised: March 2, 2005  
March 16, 2005

## SECTION 1.2

### INFORMATION FOR BIDDERS

**1.2.01 PROPOSALS** are requested for the construction of the **City-wide Landscaping and Irrigation Maintenance** for the City of Mason, Ohio at the City of Mason Municipal Building in accordance with the Specifications, and Contract Documents as prepared by the City of Mason, Public Works Department

The enclosed statement of Bidder's Qualifications must be submitted.

- a. Form: Each Proposal shall be made on the printed forms contained herein, and included as one of the Contract Documents, and shall be submitted in a sealed envelope bearing the Title of Improvement, Bid Opening Date, and the Name of the Bidder.
- b. Modifications: Proposals shall not contain any recapitulations of the work to be done. Alternate proposals will not be considered unless called for. Oral proposals or modifications will not be considered.
- c. Delivery of Proposals: Proposals shall be delivered by the time and to the place stipulated in the Advertisement. It is the sole responsibility of the Bidder to see that his Proposal is received in proper time. Any Proposal received after the scheduled closing time for receipt for Proposals shall be returned to the Bidder unopened.
- d. Withdrawal: Any Bidder may withdraw his Proposal, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of Proposals.
- e. Opening: Proposals will be opened and publicly read aloud at the time and place set forth in the Advertisement.
- f. Examination of Contract Documents and Visit to Site: Before submitting a Proposal, Bidders shall carefully examine the Plans, read the Specifications and other Contract Documents, and visit the site of the proposed work, understanding that submission of said Proposal will be construed as an acknowledgment that the Bidder fully and thoroughly understands the conditions and difficulties of the work to be performed.
- g. Quantities: The column on the Proposal forms headed "Estimated Quantities" are those given in the City's Approximate Estimate and are those which will be used in determining the total amount of each proposal for this work, and for the purpose of determining the lowest Bidder, but it is understood and agreed that these quantities are approximate only, and that the Contractor to whom the Contract is awarded shall not be entitled to any claim for loss of profits, or for

other damages, should the quantity of work done prove to be greater or less than is herein given in said estimated quantity columns.

- h. Discrepancies: In the case of a difference between the stipulated amount of the Proposal written in words and the stipulated amount written in figures, the stipulated amount stated in written words shall govern.
- i. Award or Rejection: The Contract will be awarded to the lowest and/or best qualified responsible Bidder complying with these instructions and with the Advertisement. The City reserves the right to reject any or all bids or to waive any formality or technicality in any bid, and/or to accept any portion or portions of any bid in the interest of the City. No Bidder may withdraw his Proposal for a period of sixty (60) calendar days after the date of opening thereof.
- j. In addition to the dollar amount of the bid and any other factors made relevant by this document, the City, in determining the lowest and best bid shall consider and apply the following factors:
  - 1) The work, supplies, man-power and materials covered by the bidder's bid.
  - 2) The bidder's familiarity and experience with similar public work for which the bid has been submitted.
  - 3) The bidder's performance record on similar projects.
  - 4) The number of years the contractor has been actively engaged as a contractor in the industry.
  - 5) The bidder's recent experience record in the industry, including the original contract price for each job undertaken by the bidder, the amount of any change orders or cost overruns on each job and the reasons for the change orders and cost overruns.
  - 6) The bidder's record for complying with and meeting completion deadlines on similar construction projects.
  - 7) The bidder's ability to secure an acceptable performance bond.
  - 8) Whether any claims have been made against performance bonds secured by the bidder on other projects.
  - 9) The experience of the bidder's work force.
  - 10) The continuity of the bidder's work force.
  - 11) The identity of the bidder's permanent work force that will be employed on the public contract. Include the number of employees (or contract labor) to be assigned to the contract, their city and state residence, and their job descriptions or trade specialties.
  - 12) The identity of the bidder's temporary work force that will be employed on the public contract. Include the number of employees (or contract labor)

to be assigned to the contract, their city and state residence, and their job descriptions or trade specialties.

13) The bidder's compliance record with unemployment and worker's compensation laws.

14) The bidder's compliance with federal and state prevailing wage laws.

15) The bidder's compliance with the Fair Labor Standards Act.

k. Each factor enumerated in subsection (j) standing alone, shall not be considered as determinative of the lowest and best bid. The City shall have complete discretion in assessing the level of importance to be placed upon any one or more of the factors enumerated and in determining the lowest and best bid and in awarding the contract.

**1.2.02 INTERPRETATION OF DOCUMENTS:** If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of the Specifications or other Contract Documents, or finds discrepancies in or omissions from the Specifications, he may submit to the Director a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the documents will be made only by Addendum duly issued and a copy of the Addendum will be mailed or delivered to each person receiving a set of the Contract Documents. The City will not be responsible for any other explanations or interpretations of the Contract Documents.

**1.2.03 ADDENDA:** Any addenda issued during the time of bidding, or forming a part of the Contract Documents shall be covered in the Proposal, and shall be made a part of the Contract. Receipt of each Addendum shall be acknowledged in the Proposal.

**1.2.04 BIDDERS INTERESTED IN MORE THAN ONE PROPOSAL:** No person, firm, or corporation shall be allowed to make, file or to be interested in more than one (1) Proposal for the same work, unless alternate Proposals are called for. A person, firm, or corporation, who has submitted a subproposal to a Bidder, is not hereby disqualified from submitting a subproposal or quoting prices to other Bidders.

**1.2.05 STATEMENT OF NON-COLLUSION:** In submitting this bid, the bidder affirms that the bid is genuine and not collusive or sham; that said bidder is not financially interested in or otherwise affiliated in a business way with any other bidder on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of this bid, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Mason or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto any association or to any member or agent thereof.

## 1.2.06 REVISED CODE OF OHIO

**Section 153.59:** Discrimination and intimidation on account of race, creed or color. That every contract for or on behalf of the State of Ohio or any townships, villages, counties or municipal corporations thereof, for the construction, alteration, or repair of any public building or public work in the State of Ohio shall contain provisions by which the Contractor agrees:

(a) That in the hiring of employees for the performance of work under this contract or any subcontract, no contractor, subcontractor or any person acting on his behalf shall, by reason of race, creed, sex, handicap, or color, discriminate against any citizen of the State in the employment of labor or workers who is qualified and available to perform the work to which the employment relates;

(b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, sex, handicap, or color.

**Section 153.60 Penalties:** Be it further provided as a penalty for any breach of said provisions against discrimination:

(a) That there shall be deducted from the amount payable to the contractor by the State of Ohio or by any village, township, county or municipal corporation thereof, under this contract, a penalty of twenty-five dollars (\$25.00) for each person who is discriminated against or intimidated in violation of the provisions of this contract.

(b) That the contract shall be canceled or terminated by the State of Ohio or by any village, township, county or municipal, corporation thereof, and all money to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.

**1.2.07 PREVAILING WAGE AFFIDAVITS:** Section 4115.07 of the Revised Code of the State of Ohio provides that all Contractors or Subcontractors falling within or affected by Section 4115.03 to 4115.10, inclusive, of the Ohio Revised Code, shall keep full and accurate payroll records covering all disbursements of wages to their employees to whom they are required to pay not less than the minimum prevailing rate of wages, as set forth in the Contract. Such payroll records shall not be destroyed or removed from the State for a period of one (1) year following the completion of the Contract in connection with which records are made.

At any time during the life of the Contract, the City may demand that the Contractor and/or his Subcontractor submit an affidavit stating that wages have been paid for the pay period or periods in question in conformance with the minimum prevailing rates set forth in the Contract. Such affidavit must be supported by a certified copy of his detailed payroll records for the questioned period or periods. Said detailed payroll records shall show the individuals by name, classifications and pay rate on the Contractor's payroll each day of the period, together with the hours worked each day and the total amount paid, plus any deductions which may have been made. The City may withhold payment of any estimate pending the submission of the affidavit and certified payroll records. If prevailing wage requirements have not been met in accordance