

with the terms of the Contract, payment of estimate may be withheld until the Contractor and/or Subcontractor has complied.

WITH THE FINAL APPLICATION OF PAYMENT, EXCLUDING THE RETAINAGE, THE CONTRACTOR MUST SUBMIT A WAIVER OF MECHANIC'S LIENS FROM EVERY ENTITY WHO MAY LAWFULLY BE ENTITLED TO FILE A MECHANIC'S LIEN ARISING OUT OF THE CONTRACT, AND RELATED TO THE WORK COVERED BY THE PAYMENT. IN THE EVENT THAT A MECHANICS LIEN WAIVER IS NOT PROVIDED, THE CITY MAY RETAIN FUNDS NOT IN EXCESS OF AN AMOUNT SUFFICIENT TO PAY ALL DEMANDS THAT ARE DUE, OR TO BECOME DUE, TO THE SUBCONTRACTORS, LABORERS, AND MATERIALMEN. IN THE EVENT THAT THE MECHANICS LEIN PROVIDED CONTAINS THE NAMES OF ENTITIY'S WHO ARE LAWFULLY ENTITLED TO FILE A MECHANIC'S LEIN ARISING OUT OF THE CONTRACT, AND RELATED TO THE WORK COVERED BY THE PAYMENT, THE CITY WILL ISSUE TWO PARTY CHECKS PAID TO THE ORDER OF THE CONTRACTOR AND THE SUBCONTRACTORS FOR ANY AMOUNTS AS STATED ON THE AFFIDAVIT.

The affidavit must be executed and sworn to by the Officer or Agent or the Contractor or Subcontractor who supervises the payment of employees, before the City will release the Surety and/or make final payment due under the terms of the Contract.

The form of Affidavit required follows: Page 7

AFFIDAVIT OF CONTRACTOR OR SUB-CONTRACTOR
PREVAILING WAGES

I, _____,
(Name of Person Signing Affidavit) (Title)

of _____, do hereby certify that the wages paid to all employees for the full number of hours worked in connection with the Contract to the Improvement, Repair and Construction of:

(Project)

(Location)

during the following period from _____ to _____ is in accordance with the prevailing wage prescribed by the contract document.

I further certify that no rebates or deductions for any wages due any person have been directly or indirectly made other than those provided by law.

(Signature of Officer or Agent)

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

(Notary Public)

The above affidavit must be executed and sworn to by the officer or agent or the Contractor or Subcontractor who supervises the payment of employees, before the owner will release the surety and/or make a final payment due under the terms of the Contract.

1.2.08 CONTRACTOR'S LIABILITY INSURANCE: The Contractor shall procure and maintain at his own expense, during the life of this Contract, liability insurance as hereinafter specified. All such insurance shall be subject to the approval of the City for adequacy of protection, and shall include a provision preventing cancellation without thirty (30) calendar day's prior notice to the City in writing. The liability insurance required is as follows:

- A. Contractor's General Public Liability and Property Damage Insurance issued to the Contractor and protecting him from all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be made by himself or by any Subcontractor under him, or anyone directly or indirectly employed by the Contractor or by a Subcontractor under him.

All such insurance shall be written with a limit of liability of not less than \$1,000,000.00, combined single limit for all damages arising out of bodily injury, including death, at any time resulting therefrom, and all damage arising out of injury or destruction of property, including property of the Owner and including property of the City, during the policy period.

All such insurance shall be written on a comprehensive policy form and in the event blasting operations are required in performance of the work, shall specifically cover all blasting operations. Certificates evidencing the issuance of such insurance, addressed to the City on forms approved by the City, shall be filed with the City within ten (10) calendar days after the date of the official NOTICE TO PROCEED.

- B. General Public Liability and Property Damage Insurance issued to the City, its officials, its officers and its employees acting in the scope and course of their employment, and protecting them from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor, or by any Subcontractor under him or by anyone directly or indirectly employed by the Contractor or a Subcontractor under him. All such insurance policies shall have the minimum limits of liability specified in the preceding paragraph (see 1.2.08A). All such insurance policies shall be delivered to the City within ten (10) calendar days after the date of the official NOTICE TO PROCEED.
- C. The Contractor shall carry Builder's Risk Insurance (fire and extended coverage) on all buildings and mechanical and electrical equipment in place or stored on site at the full cash value of the same.
- D. For more information on Contractor's Liability Insurance, see Section 5.03, Standard General Conditions of the Construction Contract.

1.2.09 PROPOSAL GUARANTY AND CONTRACT BOND:

- A. Each Bid Proposal shall be accompanied by a corporate surety company bond from a company satisfactory to the City. Said bond shall be in the amount of ten percent (10%) of the Bid Amount, shall be without condition to the City as a guaranty that the Bidder, if awarded the Contract, will promptly execute the Agreement in accordance with the Proposal and other Contract Documents, and shall terminate upon execution of the contract.
- B. The successful Bidder shall provide a corporate surety company bond from a company satisfactory to the City. Said Bond shall be in the amount of one hundred percent (100%) of the Bid Amount and shall be without condition to the City as a guaranty that the successful Bidder, upon signing the Agreement, will faithfully perform the work in accordance with the Plans, Specifications, and Contract Documents.

1.2.10 MAINTENANCE AND GUARANTEE BOND: The Contractor hereby agrees that all defects in the work done under this contract which become apparent during the period of one (1) year after the date of approval by the Director and which, in his opinion, are traceable to the use of defective materials or improper workmanship, shall be remedied by the Contractor without cost to the City. The Contractor further agrees to make such repairs when and as directed by the Director, such direction to be in writing. If after receiving such notice the Contractor fails to make such repairs within one (1) week, the Director may cause said repairs to be made and charge the expense thereof to the Contractor or its surety.

The Director may release the contract bond posted by the Contractor pursuant to Section 1.2.09 herein 90 days after acceptance of the project upon the Contractor posting an acceptable maintenance bond to the City.

The required maintenance bond shall be a corporate surety company bond from a company satisfactory to the City and shall be in the amount of 100% of the total contract price.

Contractor must use the printed forms contained herein, and included as one of the Contract Documents, as no others will be accepted.

1.2.11 WORKERS' COMPENSATION INSURANCE: The Contractor shall procure and shall maintain during the life of this Contract, Workers; Compensation and Employers Liability Insurance (including Ohio Stop Gap Liability) for all of his employees engaged in work under this Contract, and in case any such work is sublet, the Contractor shall require the Subcontractor to provide insurance for all of the latter's employees engaged in such work unless such employees are covered by the protection afforded by the Contractor's insurance.

The minimum required coverage are as follows:

- a: State Workers' Compensation - Statutory
- b: Applicable Federal Workers' Compensation - Statutory
- c: Employers Liability (including Ohio Stop Gap Liability) - \$1,000,000.

ALTERNATE BID FOR ADDITIONAL WORK IN THE DOWNTOWN AREA

Scope of Services: This work shall consist of two parts; purchasing, installing, manually watering, and maintaining 20 hanging planters, and designing, installing, manually watering, and maintaining plantings on two City owned lots.

Alternate #1 (alt1): The contractor shall purchase wire hanging baskets and liners for 20 street light poles. The size and type shall be approved by the City prior to purchase. The contractor shall design and purchase perennial flowers for each basket. A spring/summer and a fall design along with the selection of flowers/annuals must be approved by the City prior to purchase.

The baskets must be installed and maintained from April 30th to November 15th.

The baskets must be manually watered at least 2 times per week – more often in hot, dry weather. The contractor will maintain the baskets throughout the above referenced dates. Weak, wilted, and dead plants shall be replaced on a regular basis – at least once per week. Plants that die from disease, insects, lack of water, or other factors shall be replaced at no cost to the City.

Alternate #2 (alt2): The City owns two lots in the downtown area, the “Reber” lot east of Buskins Bakery, and the old “Speedway” lot near the 5/3rd Bank on US 42. The contractor shall design annual planting beds on these two lots. The design shall be approved by the City. The City shall obtain the planting materials for these beds. The contractor shall install, manually water, and maintain these planting beds.

The beds shall be shaped and mulched. Each bed should be approximately 15x20-feet. Assume three planting beds per lot.

The contractor shall maintain these planting beds in accordance with Section 3.2 of this contract.

Do not include the cost of the alternates into the total cost of the project. The City, at its sole discretion, shall decide if the alternates shall be included in the contract. If the City decides to add this work to the contract, the total cost of the alternate(s) shall be added to the contract costs.

CITY OF MASON

2005/2006 City-Wide Landscaping and Irrigation Maintenance

Item No.	Item	Est. Quantity	Unit of Measure	Unit Cost	Total Cost
1	Purchase and Install 2-1/2" caliper tree	50	Each	300.00	15,000.00
2	Purchase and Install perennial Shrub	400	Each	30.00	12,000.00
3	Purchase and Install Decorative Grass/Perennials	50	Each	10.00	500.00
4	Design, install and maintain spring/summer annual planting beds (with irrigation) *	55	Each/ 2 seasons	7,200.00	14,400.00
5	Design, install and maintain spring/summer annual planting beds (without irrigation-manually water) *	20	Each/ 2 seasons	5,400.00	10,800.00
6	Design, install and maintain fall/winter annual planting beds (with irrigation) *	55	Each/ 2 seasons	6,750.00	13,500.00
7	Design, install and maintain fall/winter annual planting beds (without irrigation-manually water) *	20	Each/ 2 seasons	4,050.00	8,100.00
8	Spring cleanup and maintenance	2	Seasons	11,700.00	23,400.00
9	Summer Maintenance	2	Seasons	9,000.00	18,000.00
10	Fall cleanup and maintenance	2	Seasons	1,800.00	3,600.00
11	Herbicide, pesticide, fertilization, pruning, and hand watering	2	Seasons	19,800.00	39,600.00
12	Mowing	2	Seasons	60,500.00	121,000.00
13	Irrigation startup, winterization, service and maintenance	2	Seasons	7,200.00	14,400.00
14	Irrigation repair	2	Seasons	\$ 45,000.00	\$ 45,000.00
15	Mulching	2	Seasons	20,700.00	41,400.00
16	Contingency **	1	Lump Sum	\$ 25,000.00	\$ 25,000.00
TOTAL COST					\$405,700.00

Alternate bid for additional work in the Downtown area

Item No.	Item	Est. Quantity	Unit of Measure	Unit Cost	Total Cost
Alt1	Purchase, install, water, and maintain downtown hanging planters	20	Each/ 2 seasons	4,000.00	8,000.00
Alt2	Design, install, water, and maintain plantings on Reber & Speedway lots	2	Seasons	3,000.00	6,000.00

* design and installation of the perennial beds shall be completed each year of this two year contract

** the contract contingency may be used for unforeseen and unanticipated costs associated with this contract. None or all of this contingency may be used at the descretion of the City.

1.2.12 TIME TO COMPLETE CONTRACT: The Contractor shall commence work no later than the date indicated in the official NOTICE TO PROCEED.

The work under the terms of this Contract shall be substantially completed and ready for use not later than **December 22, 2006**. The Contractor shall state in his proposal the number of calendar days he will require after signing the Contract to complete the work as specified. Upon award of the project, the agreed time of completion will be written in the Contract when it is executed.

1.2.13 LIQUIDATED DAMAGES: The Contractor agrees that quality work is of the essence for this project and that it shall complete the work as specified in this contract. Contractor's failure to provide quality work will cause damages to the City, and in the event Contractor does not provide quality services, the City may deduct from any amount due to Contractor the sum as follows:

- a. **Mowing in a timely manner** - The contractor agrees that mowing in a timely manner is of primary importance. Failure to mow in a timely manner results in damage to the City. The contractor agrees that failure to mow in a timely manner as described in Section 3.2 of this contract will result liquidated damages of \$800 per occurrence.
- b. **Mowing without discharge baffles** - The contractor agrees that mowing without discharge baffles is of primary importance. Failure to mow without discharge baffles results in damage to the City. The contractor agrees that failure to mow without discharge baffles will result liquidated damages of \$500 per occurrence.
- c. **Mowing over trash/garbage** - The contractor agrees that mowing over trash or garbage is of primary importance. Mowing over trash or garbage results in damage to the City. The contractor agrees that mowing over trash or garbage will result liquidated damages of \$400 per occurrence.
- d. **Completing irrigation startup in a timely manner** - The contractor agrees that irrigation startup is of primary importance. Failure to provide irrigation startup in a timely manner results in damage to the City. The contractor agrees that failure to provide irrigation startup in a timely manner as described in Section 3.2 of this contract will result liquidated damages of \$2,000 per occurrence.
- e. **Completing irrigation winterization in a timely manner** - The contractor agrees that completing irrigation winterization in a timely manner is of primary importance. Failure to complete irrigation winterization in a timely manner results in damage to the City. The contractor agrees that failure to complete irrigation winterization in a timely manner as described in Section 3.2 of this contract will result liquidated damages of \$4,000 per occurrence.
- f. **Failure to properly mulch** - The contractor agrees that mulching is of primary importance. Failure to properly mulch results in damage to the City. The contractor

agrees that failure to properly mulch as described in Section 3.2 of this contract will result liquidated damages of \$1,800 per occurrence.

- g. Failure to complete work as specified - The contractor agrees that failure to complete the work as described in Section 3.2 of this contract, other than part a. through g. above, will result liquidated damages of \$1,000 per occurrence.

If the amount due to Contractor is insufficient to offset any liquidated damages, Contractor shall reimburse City for said sum on demand. The Contractor agrees that this amount is the proper measure of liquidated damages and shall not be construed as a penalty.

Failure to complete the work as specified or within the time specified in these Specifications shall be in accordance with Section 3.2 of this contract.

1.2.14 PROGRESS PAYMENTS: Monthly progress payments shall be made in which there will be retained ten percent (10%) of each monthly estimate up to the completion of fifty percent (50%) of the Contract amount. Monthly progress payments after that time will be made in full with no additional retainer being withheld. Upon final acceptance of all work, the retainer being withheld shall be released with the final payment.

Progress payments for the project should be sent to the Director who shall certify the request. Progress payments submitted by the Contractor must be detailed so as to give a breakdown of work performed during the billing period.

An affidavit of Original or Sub-Contractors including material, equipment suppliers and all labor, showing that each has been paid, or is due to be paid, shall be notarized and submitted to the Director with the progress payment. No progress payment will be certified by the Director without said affidavit.



ADDENDUM #1

March 14, 2005

**Contract Documents for the City of Mason
City-Wide Landscaping and Irrigation Maintenance**

Modify the Scope of Work to include:

Contractor shall be responsible to maintain two landscaped and irrigated islands located on Lakeside Drive east of Mason-Montgomery Road. These landscaped islands shall be maintained similar to the islands on Tylersville Road and Mason-Montgomery Road. Also, the Contractor shall maintain two landscaped islands located on Snider Road, north of Tylersville Road. These islands shall be mulched, weeded, sprayed with herbicide, and maintained similar to the landscaped islands in this contract. The Contractor shall not be responsible to mow the right-of-way areas added by this Addendum.