

**CITY OF MAPLE HEIGHTS  
COUNCIL MEETING AGENDA**

**Maple Heights Senior Center – 7:00 PM**

**April 17, 2019**

- |     |                                  |   |
|-----|----------------------------------|---|
| 1.  | Caucus: 6:30 pm                  | All members of Council                          |
| 2.  | Call to Order:                   | Council President Ron Jackson                   |
| 3.  | Invocation/Pledge of Allegiance: | Councilman Stafford L. Shenett, Sr., District 1 |
| 4.  | Roll Call:                       | Council Clerk Leonette Cicirella                |
| 5.  | Special Presentation:            | Councilwoman Edwina Agee                        |
| 6.  | Addendum:                        |   |
| 7.  | Approval of Minutes:             | March 6, 20, 2019 (Regular Meetings of Council) |
| 8.  | Council Committee Reports:       |   |
| 9.  | Department Reports:              |   |
| 10. | Citizen's Comments:              | 3-minute limitation                             |
| 11. | Legislation:                     |   |

**2019-21, As Amended A RESOLUTION ENACTING A TEMPORARY MORATORIUM ON THE ENFORCEMENT OF SECTION 1494.07 OF THE CITY'S CODIFIED ORDINANCES REQUIRING INTERIOR POINT OF SALE/PROPERTY MAINTENANCE INSPECTIONS, AND DECLARING AN EMERGENCY.**

This Resolution is currently in the Housing/Economic Development Committee

**2019-25, As Amended AN ORDINANCE AMENDING SECTION 1282.04(L) OF THE CITY'S CODIFIED ORDINANCES TO ONLY PERMIT "DAY CARE CENTER, ADULT", AS A CONDITIONALLY PERMITTED USE IN THE BROADWAY CORRIDOR OVERLAY (BCO) DISTRICT, AND DECLARING AN EMERGENCY.**

Reading 3 (Blackwell)

**2019-32 A RESOLUTION ACCEPTING A FUNDING AWARD FROM THE CLEVELAND WATER SUBURBAN WATERMAIN RENEWAL (SWMR) PROGRAM FUND AND DIRECTING THE CITY ENGINEER TO PREPARE PLANS, BID SPECIFICATIONS AND COST ESTIMATES FOR THE HOLLYWOOD AVENUE WATER MAIN REPLACEMENT PROJECT, AND TO PROVIDE THE ADVERTISING FOR BIDDING SAID PROJECT, AND DECLARING AN EMERGENCY.**

Reading 1 (Blackwell)

**2019-33 A RESOLUTION ACCEPTING A FUNDING AWARD FROM THE CLEVELAND WATER SUBURBAN WATERMAIN RENEWAL (SWMR) PROGRAM FUND AND DIRECTING THE CITY ENGINEER TO PREPARE PLANS, BID SPECIFICATIONS AND COST ESTIMATES FOR THE MAPLEBORO AVENUE WATER MAIN REPLACEMENT PROJECT, AND TO PROVIDE THE ADVERTISING FOR BIDDING SAID PROJECT, AND DECLARING AN EMERGENCY.**

Reading 1 (Blackwell)

**2019-34 A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 FOR TERRACE CONSTRUCTION COMPANY INC., INCREASING THE CONTRACT BY \$185,541.46 FOR THE MILAN & HARLAN DRIVE SANITARY REPLACEMENT PROJECT IN THE CITY OF MAPLE HEIGHTS AND DECLARING AN EMERGENCY.**

**Reading 1 (Blackwell)**

**2019-35 A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH ZSCAPE LLC TO INSTALL TREES PURCHASED BY THE CITY UNDER THE 2018 COMPETITIVE MUNICIPAL SUPPLEMENTAL GRANT PROGRAM (CDSG) AT THE LEE-LIBBY POCKET PARK, AND DECLARING AN EMERGENCY.**

**Reading 1 (Blackwell)**

**MOTION: To temporarily waive the requirement of Rule 220.01(e )(4) that Committee meetings be held on City property to permit the Housing/Economic Development Committee Meeting scheduled for Tuesday, April 23, 2019 to be held at the Lutheran Church of the Covenant.**

- 12. Expenditures over \$1,000.00**
- 13. Mayor's Report**
- 14. Council & Council President's Reports**
- 15. Adjournment**

**RESOLUTION NO.: 2019-21, AS AMENDED**  
**INTRODUCED BY:** Mayor Annette M. Blackwell  
**MOTION FOR ADOPTION BY:**

**A RESOLUTION ENACTING A TEMPORARY MORATORIUM ON THE  
ENFORCEMENT OF SECTION 1494.07 OF THE CITY'S CODIFIED ORDINANCES  
REQUIRING INTERIOR POINT OF SALE/PROPERTY MAINTENANCE  
INSPECTIONS, AND DECLARING AN EMERGENCY.**

**WHEREAS**, Section 1494.07 of the City's Codified Ordinances provides that the owner of record for any improved real estate used or intended to be used for residential dwelling unit(s) or commercial use group(s) shall obtain a certificate of inspection for the interior point of sale/property maintenance inspection prior to selling, transferring or conveying, or entering into an agreement to sell, transfer, or otherwise convey, an interest in such property; and

**WHEREAS**, currently pending in federal district courts for the Northern and Southern districts of Ohio are two class action lawsuits filed by residents challenging the constitutionality of a municipalities' interior point of sale and property maintenance inspection requirements; and

**WHEREAS**, while the lawsuits are pending and until the Ohio General Assembly provides guidance to municipalities with regard to interior point of sale and property maintenance inspections, the Mayor believes that it is prudent for a temporary moratorium to be placed on the enforcement of interior point of sale/property maintenance inspection requirements of Section 1494.07.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, that:

**Section 1.** A temporary moratorium is hereby placed on the enforcement of interior point of sale/property maintenance inspection requirements of Section 1494.07 of the City's Codified Ordinances, which moratorium shall remain in effect until Council, after consultation with the Mayor and Law Director, by a motion duly made, terminates the temporary moratorium. The requirement for exterior point of sale/property maintenance inspections under Section 1494.07 shall continue to be mandatory. Interior point of sale/property maintenance inspections may be conducted in the event that the owner of the property so requests and signs a consent form.

**Section 2.** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Legislation were adopted in an open meeting on the date indicated below, and that all deliberations of this Council and of any of its Committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**Section 3.** This Resolution constitutes an emergency measure necessary for the public health and general welfare of the City's residents and for the further reason to immediately cease enforcement of Section 1494.07 during the pendency of the lawsuits, and provided it receives the

affirmative vote of two-thirds (2/3) of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_, 2019

\_\_\_\_\_  
Ron Jackson, Council President

\_\_\_\_\_  
Annette M. Blackwell, Mayor

Approved as to legal form:

\_\_\_\_\_  
Frank Consolo, Director of Law

ATTEST: \_\_\_\_\_  
Leonette F. Cicirella, Clerk of Council

I, Leonette F. Cicirella, Clerk of Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, do hereby certify the above to be a true and exact copy of the original as contained in the records of my office and that the same has been and will remain duly posted as required by law.

Date: \_\_\_\_\_

\_\_\_\_\_  
Leonette F. Cicirella, Clerk of Council



**ORDINANCE NO.: 2019-25, AS AMENDED**  
**INTRODUCED BY:** Mayor Annette M. Blackwell  
**MOTION FOR ADOPTION BY:**

**AN ORDINANCE AMENDING SECTION 1282.04(L) OF THE CITY'S CODIFIED ORDINANCES TO ONLY PERMIT "DAY CARE CENTER, ADULT", AS A CONDITIONALLY PERMITTED USE IN THE BROADWAY CORRIDOR OVERLAY (BCO) DISTRICT, AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Mayor and Housing Manager have advised Council that in the interests of safety and economic development it is best for the City to remove child day care centers as conditionally permitted uses in the Broadway Corridor Overlay (BCO) District given the vacant store fronts and buildings, traffic, congestion, neighboring commercial businesses, and lack of adequate safe outdoor play areas; and

**WHEREAS**, Council desires to amend Section 1282.04(L) of the City's Codified Ordinances to remove child day care centers as a conditionally permitted use in the Broadway Corridor Overlay (BCO) District; and

**WHEREAS**, Council, by a vote of  $\frac{3}{4}$  of its full membership, desires to waive the requirements in Charter Article XVI Sections 3 and 4 that the amendment of Section 1282.04(L) to remove child day care centers as conditionally permitted uses in the Broadway Corridor Overlay (BCO) District be presented to the Planning and Zoning Commission for a report and recommendation before Council acts.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, that:

**Section 1.** Section 1282.04(L) of the City's Codified Ordinances, entitled "Day Care Center, Adult or Child", is hereby amended to read "**(L) Day Care Center, Adult**".

**Section 2.** By a vote of  $\frac{3}{4}$  of its full membership, Council hereby waives the requirements in Charter Article XVI Sections 3 and 4 that the amendment of Section 1282.04(L) to remove child day care centers as a conditionally permitted use in the Broadway Corridor Overlay (BCO) District be presented to the Planning and Zoning Commission for a report and recommendation before Council acts.

**Section 3.** The Clerk of Council is authorized and directed to forward a certified copy of this Ordinance to the publisher of the Codified Ordinances of the City for immediate inclusion of amended Section 1282.04(L) in the current print and electronic editions of the City's Codified Ordinances.

**Section 4.** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Legislation were adopted in an open meeting on the date

indicated below, and that all deliberations of this Council and of any of its Committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**Section 5.** This Ordinance constitutes an emergency measure necessary for the public health and welfare of the City's residents and for the further reason to immediately prohibit applications for child day care center conditional use permits in the BCO District and provided it receives the affirmative vote of two-thirds (2/3) of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_, 2019

\_\_\_\_\_  
Ron Jackson, Council President

\_\_\_\_\_  
Annette M. Blackwell, Mayor

Approved as to legal form:

\_\_\_\_\_  
Frank Consolo, Director of Law

ATTEST: \_\_\_\_\_  
Leonette F. Cicirella, Clerk of Council

I, Leonette F. Cicirella, Clerk of Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, do hereby certify the above to be a true and exact copy of the original as contained in the records of my office and that the same has been and will remain duly posted as required by law.

Date: \_\_\_\_\_

\_\_\_\_\_  
Leonette F. Cicirella, Clerk of Council

**RESOLUTION NO. 2019-32**

**INTRODUCED BY:** Mayor Annette M. Blackwell

**MOTION FOR ADOPTION BY:**

**A RESOLUTION ACCEPTING A FUNDING AWARD FROM THE CLEVELAND WATER SUBURBAN WATERMAIN RENEWAL (SWMR) PROGRAM FUND AND DIRECTING THE CITY ENGINEER TO PREPARE PLANS, BID SPECIFICATIONS AND COST ESTIMATES FOR THE HOLLYWOOD AVENUE WATER MAIN REPLACEMENT PROJECT, AND TO PROVIDE THE ADVERTISING FOR BIDDING SAID PROJECT, AND DECLARING AN EMERGENCY.**

**WHEREAS**, on February 14, 2019 the City Engineer made an application to the City of Cleveland Division of Water to fund the Hollywood Avenue Water Main Replacement Project under the Suburban Water Main Renewal Program (SWMR); and

**WHEREAS**, the City of Maple Heights had been awarded Seven Hundred Thousand Fifty-Two Thousand Thirty-Two Dollars and No Cents (\$752,032.00) by the City of Cleveland Division of Water for the replacement of the Hollywood Avenue water main from Maple Heights Boulevard to Waterbury Avenue; and

**WHEREAS**, the City of Cleveland Division of Water has requested that the City confirm that it will accept the funds and intends to complete the Project in a timely manner; and

**WHEREAS**, the Mayor and Engineer have recommended to Council that the City accept the funds and that the Engineer immediately begin the planning and design, bid specifications, and cost estimates and provide the advertising for bidding said Project, so that the Project shall be completed in a timely manner.

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, that:

**Section 1.** The Mayor and/or Engineer is hereby authorized and directed to accept the SWMR funding award from The City of Cleveland Division of Water for the Hollywood Avenue Water Main Replacement Project and is hereby authorized to sign and file all necessary documents and contracts to facilitate and/or administer this award.

**Section 2.** The Engineer is hereby authorized and directed to prepare plans, bid specifications and cost estimates for the Hollywood Avenue Water Main Replacement Project, and to provide the advertising for bidding said Project, so that the City will complete the Project in a timely manner pursuant to the terms of the award.

**Section 3.** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting on the date indicated below, and that all deliberations of this Council and of any of its Committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**Section 4.** This Resolution constitutes an emergency measure necessary for the health, safety and general welfare of the residents of the City, and to complete the Project in the time specified for the award, and provided it receives the affirmative vote of two-thirds (2/3) of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

**Resolution No. 2019-32**  
**Page Two**

PASSED: \_\_\_\_\_, 2019

\_\_\_\_\_  
Ron Jackson, Council President

\_\_\_\_\_  
Annette M. Blackwell, Mayor

Approved as to legal form:

\_\_\_\_\_  
Frank Consolo, Director of Law

ATTEST:

\_\_\_\_\_  
Leonette F. Cicirella, Clerk of Council

I, Leonette F. Cicirella, Clerk of Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, do hereby certify the above to be a true and exact copy of the original as contained in the records of my office and that the same has been and will remain duly posted as required by law.

Date: \_\_\_\_\_

\_\_\_\_\_  
Leonette F. Cicirella, Clerk of Council

**RESOLUTION NO. 2019-33**

**INTRODUCED BY:** Mayor Annette M. Blackwell

**MOTION FOR ADOPTION BY:**

**A RESOLUTION ACCEPTING A FUNDING AWARD FROM THE CLEVELAND WATER SUBURBAN WATERMAIN RENEWAL (SWMR) PROGRAM FUND AND DIRECTING THE CITY ENGINEER TO PREPARE PLANS, BID SPECIFICATIONS AND COST ESTIMATES FOR THE MAPLEBORO AVENUE WATER MAIN REPLACEMENT PROJECT, AND TO PROVIDE THE ADVERTISING FOR BIDDING SAID PROJECT, AND DECLARING AN EMERGENCY.**

**WHEREAS**, on February 14, 2019 the City Engineer made an application to the City of Cleveland Division of Water to fund the Mapleboro Avenue Water Main Replacement Project under the Suburban Water Main Renewal Program; and

**WHEREAS**, the City of Maple Heights had been awarded Three Hundred Sixty-Five Thousand Sixty-One Dollars and No Cents (\$365,061.00) by the City of Cleveland Division of Water for the replacement of the Mapleboro Avenue water main from the former West Blvd to Clement Avenue; and

**WHEREAS**, the City of Cleveland Division of Water has requested that the City confirm that it will accept the funds and intends to complete the Project in a timely manner; and

**WHEREAS**, the Mayor and Engineer have recommended to Council that the City accept the funds and that the Engineer immediately begin the planning and design, bid specifications, and cost estimates so that the Project and advertising for bidding said Project, shall be completed in a timely manner.

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, that:

**Section 1.** The Mayor and/or Engineer is hereby authorized and directed to accept the SWMR funding award from The City of Cleveland Division of Water for the Mapleboro Avenue Water Main Replacement Project and is hereby authorized to sign and file all necessary documents and contracts to facilitate and/or administer this award.

**Section 2.** The Engineer is hereby authorized and directed to prepare plans, bid specifications and cost estimates for the Mapleboro Avenue Water main Replacement Project, and to provide the advertising for bidding said Project, so that the City will complete the Project in a timely manner pursuant to the terms of the award.

**Section 3.** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting on the date indicated below, and that all deliberations of this Council and of any of its Committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**Section 4.** This Resolution constitutes an emergency measure necessary for the health, safety and general welfare of the residents of the City, and to complete the Project in the time specified for the award, and provided it receives the affirmative vote of two-thirds (2/3) of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

**Resolution No. 2019-33**

**Page Two**

PASSED: \_\_\_\_\_, 2019

\_\_\_\_\_  
Ron Jackson, Council President

\_\_\_\_\_  
Annette M. Blackwell, Mayor

Approved as to legal form:

\_\_\_\_\_  
Frank Consolo, Director of Law

ATTEST:

\_\_\_\_\_  
Leonette F. Cicirella, Clerk of Council

I, Leonette F. Cicirella, Clerk of Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, do hereby certify the above to be a true and exact copy of the original as contained in the records of my office and that the same has been and will remain duly posted as required by law.

Date: \_\_\_\_\_

\_\_\_\_\_  
Leonette F. Cicirella, Clerk of Council

**RESOLUTION NO. 2019-34**

**INTRODUCED BY:** Mayor Annette M. Blackwell

**MOTION FOR ADOPTION BY:**

**A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 FOR TERRACE CONSTRUCTION COMPANY INC., INCREASING THE CONTRACT BY \$185,541.46 FOR THE MILAN & HARLAN DRIVE SANITARY REPLACEMENT PROJECT IN THE CITY OF MAPLE HEIGHTS AND DECLARING AN EMERGENCY.**

**WHEREAS,** on February 16, 2011, by **Resolution 2011-15**, Council authorized and directed the City Engineer to begin the preparation of plans and specifications and to provide advertising for bids for the Milan & Harlan Drive Sanitary Replacement Project in the City of Maple Heights; and

**WHEREAS,** the Ohio Public Works Commission will contribute funding for 56% of the construction costs, up to a maximum of \$240,000.00, for the replacement of the Milan & Harlan Drive Sanitary Sewer from Erwin Street to Bellview Street; and

**WHEREAS,** on February 21, 2018, by **Resolution 2018-17**, Council authorized and directed the Mayor to enter into a Member Community Infrastructure Program with the Northeast Ohio Regional Sewer District (NEORS) for the Milan & Harlan Drive Sanitary Replacement Project in the City of Maple Heights; and

**WHEREAS,** the City of Maple Heights had been awarded \$153,544.65 by the Northeast Ohio Regional Sewer District (NEORS) for the replacement of the Milan & Harlan Drive Sanitary Sewer from Erwin Street to Bellview Street; and

**WHEREAS,** on August 24, 2018, the bids for the Milan & Harlan Drive Sanitary Replacement Project were opened and inspected by the City Engineer to determine the lowest and best bid; and

**WHEREAS,** on September 5, 2018, by **Resolution 2018-71**, the Council of the City of Maple Heights hereby authorized the Mayor, to enter into a contract with Terrace Construction Company, Inc., for the Milan & Harlan Drive Sanitary Replacement Project, for a cost not to exceed Three Hundred Fourteen Thousand One Hundred Fifty-Seven Dollars and Fifty Cents (\$314,157.50), as more fully described in the bid record on file in the Office of the Finance Director in the City of Maple Heights; and

**WHEREAS,** the City Engineer has recommended that additional work be performed to alleviate future blockages and sewer overflows in the severely deteriorated sanitary and storm sewers on Milan Drive and Bellview Street. The existing 650 L.F. of sewer requires extensive repairs and continuing maintenance that exceeds the projected cost of replacement. In addition, grant funds are currently available to supplement existing local and county funding for replacement. Approximately 330 L.F. of sanitary and storm sewer will be installed to bypass the 650 L.F. of existing sewers; and

**WHEREAS,** the Engineer has recommended that pipe bursting be performed as required where it has been discovered that directional drilling is not feasible due to existing rock formations encountered near the existing houses on Erwin Street. Approximately 220 L.F. of pipe bursting is required.

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Maple Heights, County of Cuyahoga, State of Ohio that:

**Section 1.** The Council of the City of Maple Heights hereby authorizes Change Order No. 1 for the Terrace Construction Company, Inc., to increase the contract for the Milan & Harlan Drive Sanitary Replacement Project in the amount of One Hundred Eighty Six Thousand Five Hundred Forty One Dollars and Forty-Six Cents (\$186,541.46) to provide the following additional work as recommended by the City Engineer.

1. Perform a manhole separation on Milan Drive to eliminate the existing combined manhole.
2. Install 8" sanitary sewer and 24" storm sewer to bypass existing sewers that run on Milan Drive and Bellview Street as required to alleviate blockages and sewer overflows.
3. Install manholes as necessary to accommodate conditions encountered in the field.
4. Abandon existing 8" sanitary sewer and existing 24" storm sewer on Milan Drive and Bellview Street.
5. Utilize pipe bursting method of sewer installation instead of directional drilling where rock was encountered.

**Section 2.** The Council of the City of Maple Heights hereby authorizes and directs the Finance Director to amend the appropriations as required for the expenditures outlined within this Resolution:

**Section 3.** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting on the date indicated below, and that all deliberations of this Council and of any of its Committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**Section 4.** This Resolution constitutes an emergency measure necessary for the public health and general welfare of the City's residents and to ensure the timely completion of the construction, and provided it receives the affirmative vote of two-thirds (2/3) of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_, 2019

\_\_\_\_\_  
Ron Jackson, Council President

\_\_\_\_\_  
Annette M. Blackwell, Mayor

Approved as to legal form:

\_\_\_\_\_  
Frank Consolo, Director of Law

ATTEST:

\_\_\_\_\_  
Leonette F. Cicirella, Clerk of Council



**Resolution No. 2019-34**  
**Page Three**

I, Leonette F. Cicirella, Clerk of Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, do hereby certify the above to be a true and exact copy of the original as contained in the records of my office and that the same has been and will remain duly posted as required by law.

Date: \_\_\_\_\_

\_\_\_\_\_  
Leonette F. Cicirella, Clerk of Council

**RESOLUTION NO. 2019-35**

**INTRODUCED BY:** Mayor Annette M. Blackwell

**MOTION FOR ADOPTION BY:**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH ZSCAPE LLC TO INSTALL TREES PURCHASED BY THE CITY UNDER THE 2018 COMPETITIVE MUNICIPAL SUPPLEMENTAL GRANT PROGRAM (CDSG) AT THE LEE-LIBBY POCKET PARK, AND DECLARING AN EMERGENCY.**

**WHEREAS**, on November 15, 2017 Council authorized the Mayor to make application, sign and file all necessary documents and contracts with the Cuyahoga County Department of Development for the 2018 Community Development Supplemental Grant Program; and

**WHEREAS**, the City of Maple Heights had been awarded \$50,000.00 by the Cuyahoga County Department of Development under the 2018 Competitive Municipal Supplemental Grant Program for the Lee – Libby Pocket Park Improvements which will include the repairs to the concrete curb, sidewalk and appurtenant structures located at the northeast corner of the intersection of Lee Road and Libby Road which borders the Lee-Libby Pocket Park; and

**WHEREAS**, the funds awarded for the Lee-Libby Pocket Park Improvements by the Cuyahoga County Department of Development under the 2018 Competitive Municipal Supplemental Grant Program were required to be expended before February 28, 2019; and

**WHEREAS**, Council had authorized the City Engineer to purchase 28 trees for the Lee – Libby Pocket Park using a portion of the 2018 Competitive Municipal Supplemental Grant Program funding; and

**WHEREAS**, the City Engineer has recommended that the 28 trees purchased for the Lee – Libby Pocket Park using a portion of the 2018 Competitive Municipal Supplemental Grant Program funding must be planted by a qualified landscape contractor; and

**WHEREAS**, the City Engineer sought five (5) price proposals and received two (2) price proposals for the Lee – Libby Pocket Park Tree Installation and determined that Zscape LLC, a Cuyahoga County certified SBE, WBE, MBE contractor has submitted the lowest and best proposal, which proposal is in the total amount of Seven Thousand Four Hundred Twenty Six Dollars and Zero Cents (\$7,426.00).

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, that:

**Section 1.** The Mayor is authorized to enter into a contract with Zscape LLC in an amount not to exceed Seven Thousand Four Hundred Twenty Six Dollars and Zero Cents (\$7,426.00) to install twenty-eight (28) trees previously purchased by the City for the Lee – Libby Pocket Park located at the northeast corner of the intersection of Lee Road and Libby Road, as more fully described in the price proposal on file in the Office of the City Engineer.

**Section 2.** The Council of the City of Maple Heights hereby authorizes and directs the Finance Director to amend the appropriations as required for the expenditures outlined within this Resolution:

**Section 3.** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting on the date indicated below, and that all deliberations of this Council and of any of its Committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**Section 4.** This Resolution constitutes an emergency measure necessary for the public welfare and to ensure the timely completion of the project, and provided it receives the affirmative vote of two-thirds (2/3) of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_, 2019

\_\_\_\_\_  
Ron Jackson, Council President

\_\_\_\_\_  
Annette M. Blackwell, Mayor

Approved as to legal form:

\_\_\_\_\_  
Frank Consolo, Director of Law

ATTEST:

\_\_\_\_\_  
Leonette F. Cicirella, Clerk of Council

I, Leonette F. Cicirella, Clerk of Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, do hereby certify the above to be a true and exact copy of the original as contained in the records of my office and that the same has been and will remain duly posted as required by law.

Date: \_\_\_\_\_

\_\_\_\_\_  
Leonette F. Cicirella, Clerk of Council



Cuyahoga County

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### Listing of Certified Diversity Businesses

## Diversity Program - Good Faith Efforts

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#### Search Results for 'zscape'

##### **ZSCAPE, LLC**

Contact: Ms. Julie Zaremba

Address: 14900 York Rd., Suite C North Royalton, Ohio 44133

Phone: 440-838-8875 Fax: 440-838-8663

Email: [Julie@zscapeohio.com](mailto:Julie@zscapeohio.com)

Services: Construction/Special Trades: Landscape Architecture Vendor States That They Provide: Landscape installation, landscape maintenance, snow removal, patio/hardscape installation, irrigation and lighting. SBE WBE MBE

Office of Procurement & Diversity  
2079 East Ninth Street | 2nd Floor  
Cleveland, OH 44115  
216.443.7200  
216.443.7206 (fax)

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## MEMO

To: Ed Hren, PE

From: Bryan Nero

Date: March 29, 2019

Project Number: 18217

Regarding: Lee-Libby Pocket Park Tree Installation RFPs – City of Maple Heights

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Five Request for Proposals (RFP) were sent out March 21, 2019 for the Lee-Libby Pocket Park Tree installation in the City of Maple Heights. Below are the five Contractors contacted:

1. Zscape LLC (MBE)
2. Riveredge Landscaping (MBE)
3. Level Ground LLC (MBE)
4. Crayton Landscape & Building Maintenance (Maple Heights Local Business & MBE)
5. Sun Valley Landscaping (Maple Heights Local Business)

Two Price Proposals were received on March 28, 2019. Below are the two price proposals:

1. Zscape LLC. - \$7,426.00
2. Sun Valley Landscaping - \$10,200.00

Based on these results, Zscape LLC submitted the low price proposal of \$7,426.00.

Attached is the RFP documents, and the two price proposals received.

Bryan Nero,  
Project Engineer

TO: CITY OF MAPLE HEIGHTS  
5353 LEE ROAD  
MAPLE HEIGHTS, OHIO 44137

PRICE PROPOSAL FOR  
**LEE-LIBBY POCKET PARK**

JOB # 18217

3/21/2019

				MATERIAL	LABOR	TOTAL	
Item	Description	Unit	Qty	Unit Price	Unit Price	Unit Price	Total Price
1	IVORY SILK LILAC TREE - 2.0 INCH CALIPER INSTALLATION	EACH	24				
2	IVORY SILK LILAC TREE - 2.5 INCH CALIPER INSTALLATION	EACH	4				
3	EXCAVATOR ALLOWANCE	LUMP	1				
4	UNSUITABLE MATERIAL REMOVAL	TRUCK	13				
5	PROJECT CONTINGENCY	LUMP	1	n/a	n/a	n/a	\$ 1,000.00
						TOTAL PROJECT COST=	
						Proposed Start Date:	
						Number of days to Complete:	

\*\*\*\* Note: Include ITEM 5 - PROJECT CONTINGENCY when tabulating TOTAL COST

**ALL WORK AND RELATED ITEM COSTS TO INCLUDE THE FOLLOWING:**

- 1. CONTRACTOR REGISTRATION WITH THE MAPLE HEIGHTS BUILDING DEPARTMENT
- 2. Conformance to GENERAL CONDITIONS
- 3. Conformance to DETAILED SPECIFICATIONS
- 4. Conformance to the PLAN " Concept Site Plan Lee-Libby Pocket Park"
- 5. Conformance to the STANDARD Detail "Tree Planting"

CONTRACTOR: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

EARLIEST STARTING DATE: \_\_\_\_\_

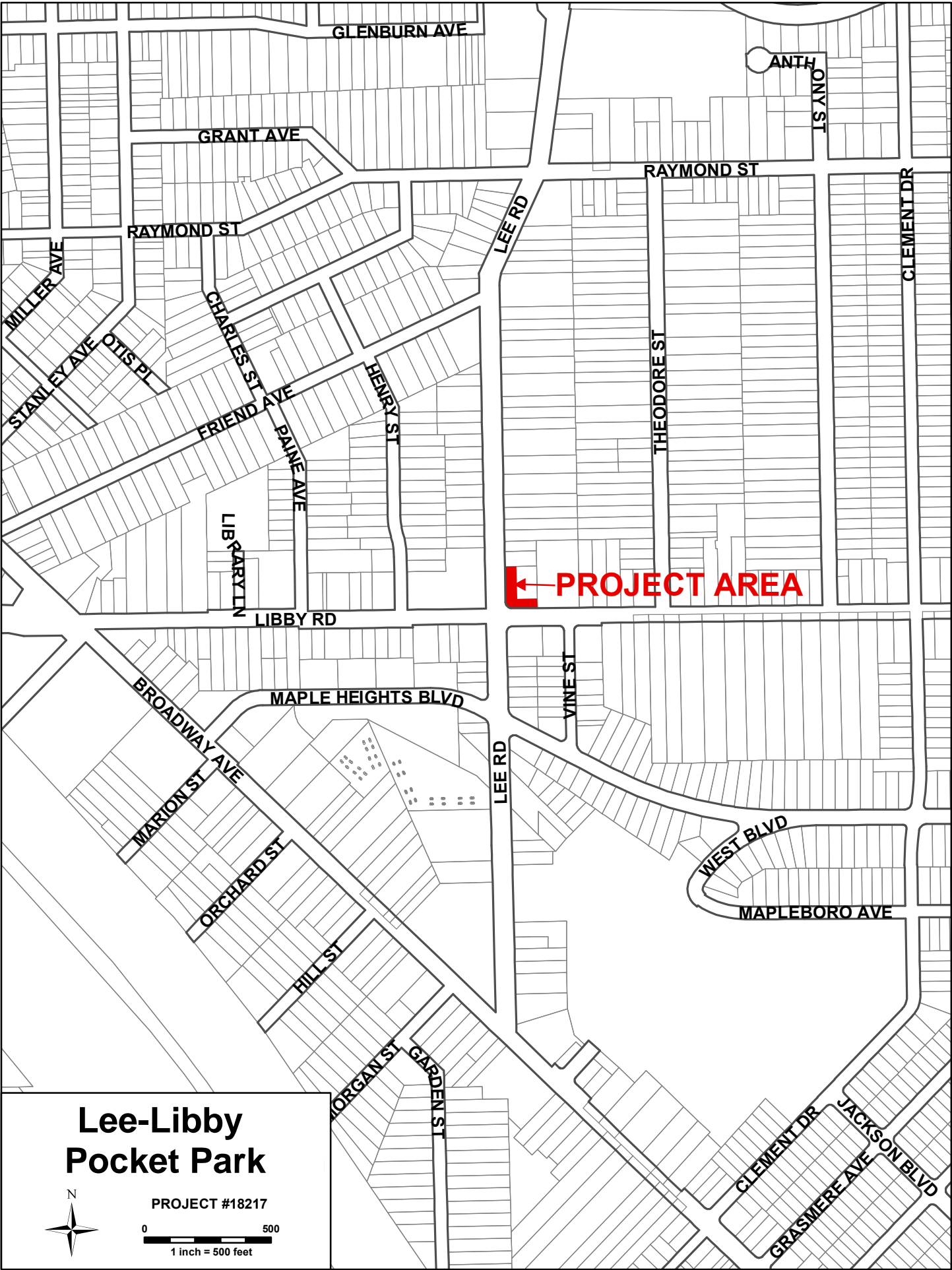
SUBSTANTIAL COMPLETION DATE: \_\_\_\_\_

TOTAL COMPLETION DATE BY: May 10th, 2019

E-MAIL QUOTES TO BRYAN NERO BY March 28th, 2019 at 5:00 PM

E-MAIL: nero@cvelimited.com

# LOCATION MAP



## Lee-Libby Pocket Park

PROJECT #18217

0 500  
1 inch = 500 feet





2-5-inch caliper Ivory Silk Lilac tree installation location 1

2.5-inch caliper Ivory Silk Lilac tree installation location 2

2-0-inch caliper Ivory Silk Lilac tree installation locations 10-18

2-0-inch caliper Ivory Silk Lilac tree installation locations 19-22

2-0-inch caliper Ivory Silk Lilac tree installation locations 1-9

GRAPHIC SCALE

( IN FEET )  
1 inch = 10 ft.

# CONCEPT SITE PLAN LEE - LIBBY POCKET PARK

MAPLE HEIGHTS, OHIO  
14 FEBRUARY 2019

NORTH  
SCALE: 1" = 10'

TYPICAL  
EVERGREEN  
TREE

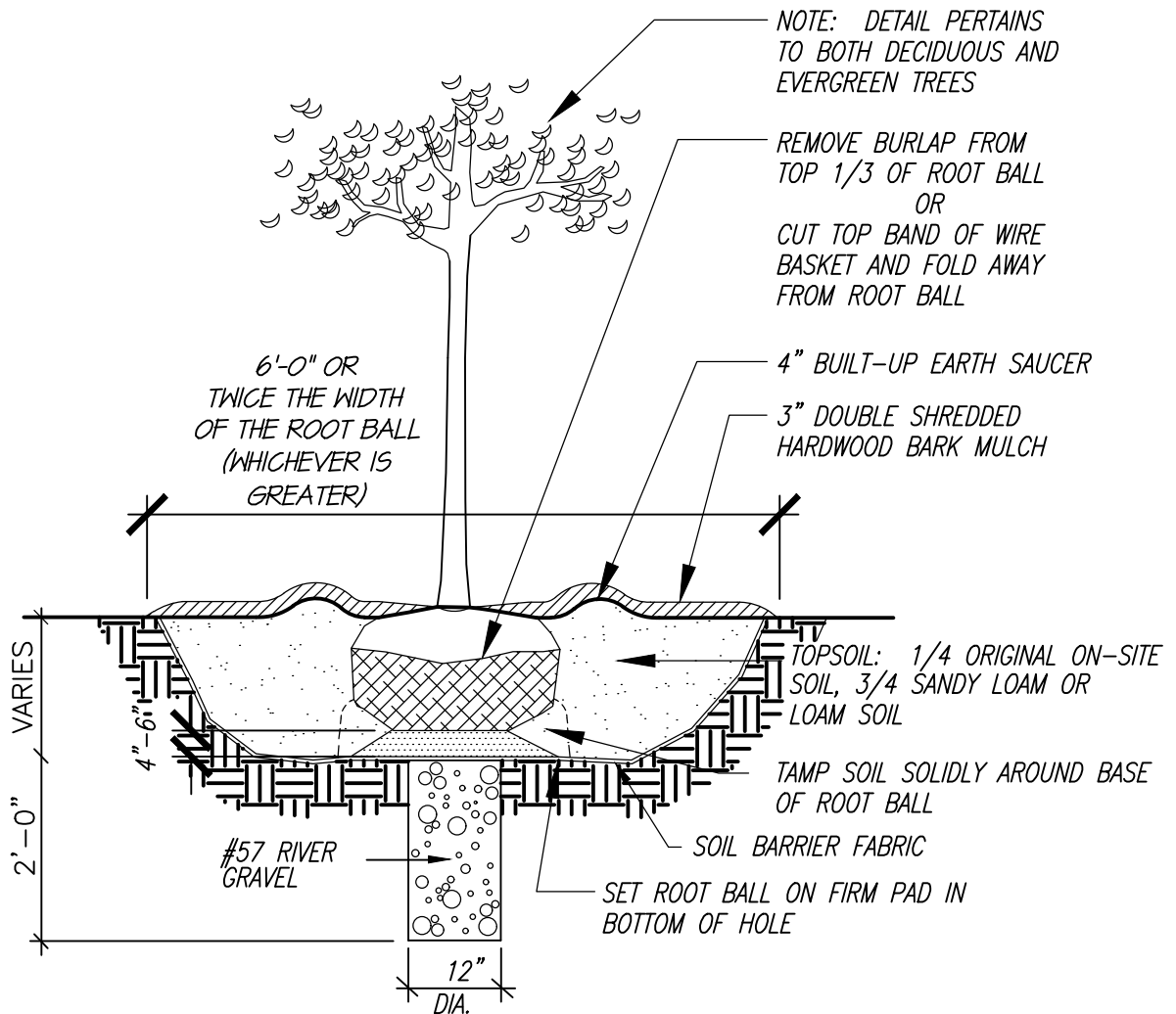
TYPICAL LARGE  
FLOWERING SHRUBS

2.5-inch caliper Ivory  
Silk Lilac tree  
installation location 4

2-0-inch caliper Ivory Silk Lilac  
tree installation locations 22-24

2.5-inch caliper Ivory  
Silk Lilac tree  
installation location 3





NOTE:  
ADD 'TERRA-SORB AG' TO TOPSOIL PER  
PER MANUFACTURER'S RECOMMENDATIONS  
IF NO IRRIGATION IS APPLIED

## TREE PLANTING

No Scale

DD-1

PROJ.# 18217

# DETAILED SPECIFICATIONS

## SCOPE

The project consists of the installation of 28 Ivory Silk Lilac Trees between 2.0-inch and 2.5-inch caliper, as part of the Lee-Libby Road Pocket Park Project in the City of Maple Heights.

## SCHEDULE

The contract for the Lee-Libby Pocket Park Tree Installation Projects shall be awarded at the regularly scheduled Maple Heights City Council Meeting to be held on Wednesday April 3, 2019. The Contractor shall be notified of the award on April 4, 2019. Immediately after the notification the Contractor shall submit a detailed schedule outlining the sequence of work and the estimated time of completion. The schedule should delineate the phasing of the project and the estimated time allotted for each operation. The Contractor shall complete and return all necessary contract documents prior to commencement of work. The project completion date is May 10, 2019.

## SITE WORK

The Engineer will field locate the proposed tree layout prior to Contractor arriving on site. The target date for the trees to arrive on site will be the week of April 22<sup>nd</sup>. **The Contractor will be notified a minimum of 10 calendar days prior to the delivery of the Ivory Silk Lilac Trees to the site. In this time the contractor shall prep the site for planting. Any open excavation and open work areas shall be properly barricaded to prevent possible injury or harm to the public.**

## PERFORMANCE BOND

The Contractor is required to submit a Performance Bond to the City of Maple Heights. Trees shall be planted on the day of delivery and no more than 2 calendar days post-delivery. Any trees that remain on site and not planted shall be secured to prevent any theft. The Contractor may utilize the City of Maple Heights Police Station Parking Lot to store remaining trees. Ultimately, the Contractor shall remain responsible for the trees not planted and shall conform to the submitted Performance Bond's language.

## INSPECTION

The project will be under the inspection of the Landscape Architect.

In the event of any discrepancies, immediately notify the Landscape Architect and the Engineer. Do not proceed with the installation in the areas of discrepancy until all such discrepancies have been fully resolved.

## OUPS

The Ohio Utilities Protection Services must be contacted prior to any excavation. The phone number for OUPS is 811.

# IVORY SILK LILAC TREE (2-INCH CALIPER) INSTALLATION – ITEM 1

## DESCRIPTION

This item consists of the installation of 2-inch caliper Ivory Silk Lilac Trees in locations as shown on the plans and as directed by the Engineer.

## MATERIALS

Drywell - #57 river gravel permitted only, no angular aggregate permitted.

Soil barrier Fabric – Polyester, 3 oz./sq. yd. weight.

Topsoil - Shall be free from admixture of subsoil, heavy clay, coarse sand, stone, plants roots, sticks, and other foreign material. Shall be classified in the "Loam" portion of the U.S.D.A. Soil Textural Triangle. For topsoil to be classified as "Loam", that fraction passing through a #10 sieve shall meet the following mechanical analysis:

- A. 8 to 25% clay (less than 0.002 mm particle size).
- B. 30 to 55% sand (2.0 to 0.05 mm particle size)
- C. 30 to 50% silt (0.05 mm to .002 mm particle size).

Mulch - All mulch shall be double shredded, hardwood bark, dark brown in color.

## PERFORMANCE

Depth of the pits shall be deep enough as is necessary to accommodate the ball or roots to permit the required preparation of the bottom of the pit so that when the tree is settled in the pit, it will not be necessary to raise or lower the tree.

The width of the pits shall be 6-feet or twice the width of the root ball of earth or spread of roots whichever greater.

The trees shall be planted in topsoil in the center of the pit unless otherwise specified or shown on the Tree Planting Detail. Remove all non-treated or non-rot proofed burlap, ropes, staves, etc., off sides and tops of balls and remove from the pit before it is filled in. Completely remove treated or polypropylene burlap or ropes from planting pits.

If an irrigation system is NOT installed as part of the project, add 'Terra-Sorb AG' soil moisturizer granules to the soil mix, per manufacturer's recommended application.

Install the tree drywell as per the Tree Planting Detail. Use size 57 riverstone and permeable soil barrier fabric. Angular aggregate is not permitted.

## MEASUREMENT AND PAYMENT

The quantity to be paid for under this item shall be the number of 2-inch caliper Ivory Silk Lilac Trees installed as determined by the Engineer's final measurements.

The quantities measured as above provided shall be paid for at the contract unit price bid as called for in the Proposal. Said price shall include the furnishing of all labor, equipment and materials needed to complete this item as specified, and to the satisfaction of the Engineer.

## IVORY SILK LILAC TREE (2.5-INCH CALIPER) INSTALLATION – ITEM 2

### DESCRIPTION

This item consists of the installation of 2.5-inch caliper Ivory Silk Lilac Trees in locations as shown on the plans and as directed by the Engineer.

### MATERIALS

Drywell - #57 river gravel permitted only, no angular aggregate permitted.

Soil barrier Fabric – Polyester, 3 oz./sq. yd. weight.

Topsoil - Shall be free from admixture of subsoil, heavy clay, coarse sand, stone, plants roots, sticks, and other foreign material. Shall be classified in the "Loam" portion of the U.S.D.A. Soil Textural Triangle. For topsoil to be classified as "Loam", that fraction passing through a #10 sieve shall meet the following mechanical analysis:

- D. 8 to 25% clay (less than 0.002 mm particle size).
- E. 30 to 55% sand (2.0 to 0.05 mm particle size)
- F. 30 to 50% silt (0.05 mm to .002 mm particle size).

Mulch - All mulch shall be double shredded, hardwood bark, dark brown in color.

### PERFORMANCE

Depth of the pits shall be deep enough as is necessary to accommodate the ball or roots to permit the required preparation of the bottom of the pit so that when the tree is settled in the pit, it will not be necessary to raise or lower the tree.

The width of the pits shall be 6-feet or twice the width of the root ball of earth or spread of roots whichever greater.

The trees shall be planted in topsoil in the center of the pit unless otherwise specified or shown on the Tree Planting Detail. Remove all non-treated or non-rot proofed burlap, ropes, staves, etc., off sides and tops of balls and remove from the pit before it is filled in. Completely remove treated or polypropylene burlap or ropes from the planting pits.

If an irrigation system is NOT installed as part of the project, add 'Terra-Sorb AG' soil moisturizer granules to the soil mix, per manufacturer's recommended application.

Install the tree drywell as per the Tree Planting Detail. Use size 57 riverstone and permeable soil barrier fabric. Angular aggregate is not permitted.

### MEASUREMENT AND PAYMENT

The quantity to be paid for under this item shall be the number of 2.5-inch caliper Ivory Silk Lilac Trees installed as determined by the Engineer's final measurements.

The quantities measured as above provided shall be paid for at the contract unit price bid as called for in the Proposal. Said price shall include the furnishing of all labor, equipment and materials needed to complete this item as specified, and to the satisfaction of the Engineer.

## EXCAVATOR ALLOWANCE - ITEM 3

### DESCRIPTION

This item shall include the all costs of using excavation equipment and wages to remove miscellaneous pavement and hard pack areas throughout the project. **This is a contingency item and the City of Maple Heights reserves the right to perform all or part of the listed quantity for this item. No additional compensation shall be granted due to non-performing or performing only part of the listed quantity.**

### MATERIALS

None

### PERFORMANCE

None.

### MEASUREMENT AND PAYMENT

Contingency Items will be paid through the contingency line item per General Conditions ITEM 14 – CHANGES IN WORK found on page GC-4 of the contract documents.

## UNSUITABLE MATERIAL REMOVAL - ITEM 4

### DESCRIPTION

This item shall include the all costs associated with the hauling off of unsuitable material from the site and proper disposal of the material. **The City of Maple Heights will provide a dump site for the material at 15486 Schreiber Road. This is a contingency item and the City of Maple Heights reserves the right to perform all or part of the listed quantity for this item. No additional compensation shall be granted due to non-performing or performing only part of the listed quantity.**

### MATERIALS

None

### PERFORMANCE

None.

### MEASUREMENT AND PAYMENT

The quantity to be paid for under this item shall by the truck load (**truck based on 3 Cubic Yards per truck**) as determined by the Engineer's final measurements.

The quantities measured as above provided shall be paid for at the contract unit price bid as called for in the Proposal. Said price shall include the furnishing of all labor, equipment and materials needed to complete this item as specified, and to the satisfaction of the Engineer.

## PROJECT CONTINGENCY - ITEM 5

### DESCRIPTION

This work shall consist of providing labor and materials as required to complete work not included within the contract documents as directed by the Engineer. **This is a contingency item and shall be used only when directed and approved by the Engineer in the field.**

### MATERIALS

As directed by the Engineer.

### PERFORMANCE

As directed by the Engineer.

### MEASUREMENT AND PAYMENT

Contingency Items will be paid through the contingency line item per General Conditions ITEM 14 – CHANGES IN WORK found on page GC-4 of the contract documents.

# **GENERAL CONDITIONS**

## **ITEM 1 DURATION OF CONTRACT**

The Duration of the proposed Contract shall be as follows: FROM THE DATE OF THE CONTRACT TO THE COMPLETION BY THE BIDDER OF THE WORK AS SPECIFIED IN THIS PROPOSAL.

## **ITEM 2 DEFINITIONS**

Wherever the word “Owner” occurs herein, it shall be taken to mean the City of Maple Heights or its duly authorized representative.

Wherever the word “Engineer” occurs herein, it shall be taken to mean Edward J. Hren, Professional Engineer, of Chagrin Valley Engineering, Ltd., 22999 Forbes Road, Cleveland, Ohio 44146, or his duly authorized representative.

Wherever the word “Contractor” occurs herein, it shall be taken to mean the party entering into the Contract for the performance of the work herein required, and the duly authorized representative of said party, or the agent appointed to act for said party in the performance of the work.

“Addendum” or “Addenda” shall mean the additional Contract requirements prepared by the Engineer and issued in writing and/or drawings by the Engineer prior to the receipt of bids.

The term “Bidder” shall mean the corporation, partnership, or individual proposing under contract to furnish the material, labor, and/or equipment listed in the Specifications. The term “City” shall mean the City of Maple Heights.

## **ITEM 3 BIDDER’S AFFIDAVITS**

Each bidder who is a foreign corporation, that is a corporation not chartered in Ohio, but licensed to do business in Ohio, is required to submit with his bid an affidavit duly executed by a proper agent of the corporation stating that said foreign corporation has, in accordance with the provisions of the Revised Code of the State of Ohio, obtained a certificate authorizing it to do business in the State of Ohio. (These certificates or certified copies of them are obtainable from the Office of the Secretary of State, Columbus, Ohio).

## **ITEM 4 WITHDRAWAL OF BIDS**

No withdrawal or modification of a Proposal will be permitted after the scheduled time for receipt of bids. The Owner reserves the right to hold all bids for a period of sixty days before taking action thereon, and no bidder may withdraw or alter his bid during such period.



#### ITEM 5 DISPOSITION OF CERTIFIED OR CASHIERS CHECK

- A. Certified or cashiers' checks shall be made payable to the order of the Owner. The bid deposits of all except the three lowest bidders for each Contract and for each combination of Contracts will be returned within three days after opening of the bids or as stated in Item 4 of the "GENERAL CONDITIONS". The bid deposits of the three lowest bidders will be returned within 48 hours after the executed Contract and the required bonds have been finally approved by the Owner.
- B. The certified or cashiers check shall be forfeited to the Owner as the agreed amount of liquidated damages in case of failure on the part of the bidder to enter into a Contract as above described. The check will be released or returned to the bidder in case his bid is rejected.
- C. In case his bid is accepted, the check shall be returned after the Contract has been signed and the Performance Bond herein required has been furnished and approved by the Owner.

#### ITEM 6 FORFEITURE OF CHECK

The bidder to whom the contract is awarded will be required to execute a written contract with the City within ten (10) days from the date of the notice of the award. Failure to do so will be considered as an abandonment of the contract and the deposit accompany the proposal shall thereupon be forfeited to the City, in addition to any other remedy to which the city may be entitled. The City may then re-advertise or let the contract to the next highest bidder. The Bidder's check shall be retained until delivery of the material or equipment covered by the bid or upon receipt of a Performance Bond in the cost of services or labor as provided for in the Special Instructions section of the Bid documents.

#### ITEM 7 FORM OF PROPOSAL

Proposals must be submitted on the forms furnished by the City, and enclosed and sealed in an envelope bearing the name of the Bidder, the general item or items bid on, and the date bids are to be opened. Proposals will be received at the Office of the Finance Department, Maple Heights City Hall, 5353 Lee Road, Maple Heights, Ohio 44137, until 12:00 Noon, on the date specified in the Legal Advertisement section of the Bid Documents. Bids will be opened and read immediately thereafter.

Every Proposal must be made on the blank form of Proposal attached hereto; and must give unit labor and unit material prices separately and totaled for each and every item of the work bid requiring both labor and materials; and must give the total unit price of each and every item of the work bid in both figures and writing. In case of any discrepancy between the total unit price written and that given in figures for any item, the price in writing will be considered as the bid.

Prices for the various items or units shall be stated in figures in the appropriate spaces shown on the Proposal-Contract form, and all bids will be considered informal which contain items not specified in said Proposal-Contract form. Prices for materials or equipment shall include hauling and delivery to any place designated in the City's order within the corporate limits of the City.

If the bidder wishes to submit an alternate for any item listed in the Proposal and not called for in the Specifications, he shall list the alternate on a blank space on the Proposal Form or on the back of the Proposal Form. The base bid for the proposed project shall not include such alternate bid.

If an alternate is requested of the bidder for any item in the Proposal, the alternate will be designated as such. The bidder shall submit a bid for the alternate item, but he shall not include the alternate item in his total for the project.

The incorporation of the alternates into the Contract will be at the discretion of the Owner.

#### ITEM 8 NAMES OF BIDDERS

The full name of every person, firm or corporation interested in the Proposal, and the address of the person, firm or corporation of the president or secretary of the corporation bidder, and if a corporation, the secretary must give the name of the State in which it is incorporated. In case of a partnership, the firm name and address of each individual party must be given.

#### ITEM 9 SIGNATURE OF BIDDER

The firm, corporation or individual name of the bidder must be signed in the space provided for the signature on the Proposal blank. In case of a corporation, the title of the officer signing must be stated, and such officer must be thereunto duly authorized. In the case of a partnership, the signature of at least one of the partners must follow the name using the term "Member of the Firm". In case of an individual use the term "Doing Business As \_\_\_\_\_" or "Sole Owner".

#### ITEM 10 UNACCEPTABLE BIDS

No bid will be accepted from or Contract awarded to any person, firm or corporation that is in arrears or in default to the Owner upon any debt or Contract, or that is a defaulter as Surety or otherwise on any obligation to the Owner or has failed to perform faithfully any previous Contract with the Owner.

Two Proposals from a firm, corporation or association under different names will not be considered. Reasonable grounds for supposing that any bidder is interested in more than one Proposal for this work will be cause for the rejection of all Proposals in which he is interested. When there is reason to believe that there is collusion or combination among the bidders, the bids of those so concerned will be rejected.

#### ITEM 11 PROPOSED TIME OF COMMENCEMENT OF WORK AND COMPLETION OF WORK

- A. The work to be performed herein shall start within fifteen (15) calendar days after the execution of the Contract and without notice from the Owner, unless by reason of special conditions arising after the execution of the Contract, the Owner and Contractor agree in writing to postpone the commencement of the work hereunder.
- B. The bidder shall state in his Proposal the number of consecutive calendar days required to complete the work herein contemplated. Where equal bids are received, the time of completion will be used in determining the lowest responsible bid.

#### ITEM 12 SPECIFICATIONS AND CONTRACT DRAWINGS TO BE PART OF CONTRACT

Specifications, Contract drawings, statement and Proposals which accompany the bids, and which are accepted therewith, and which do not conflict with the provisions herein contained, shall become part of any Contract that is entered into for the purchase of any material or work, or both, herein anticipated by the Owner.

All work and materials mentioned in the Specifications and not shown on the drawings, and all work and materials shown on the drawings and not mentioned in the Specifications, and all work and

materials necessary for the completion of the work according to the best engineering practice and true intent and meaning of the Contract drawings and Specifications shall be furnished, performed and done as if the same were both mentioned in the Specifications and shown on the drawings.

If the Contractor discovers that any error or omission in the Contract drawings or Specifications or in the work undertaken and performed by him, he shall immediately notify the Engineer and the latter shall promptly verify and correct same. If knowing of such error or omission and prior to correction thereof, the Contractor proceeds with any work affected thereby, he shall do so at his own risk and the work so done shall not be considered as work done under the Contract and in performance thereof unless and until approved and accepted.

#### ITEM 13 EXPLANATIONS WRITTEN OR ORAL

If any person contemplating submitting a bid for the work is in doubt as to the true meaning of any part of the Plans, Specifications or other Contract Documents, he may submit to the Engineer a written request for an interpretation thereof. The person submitting the request shall be responsible for its prompt delivery. Any such interpretation will be made only by an addendum duly issued and mailed to all prospective bidders, holders of Plans and Documents and interested parties.

#### ITEM 14 CHANGES IN THE WORK

The Owner, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work; the Contract Sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract except that any claims for extension of time caused thereby shall be adjusted at the time of ordering such change. The value of such extra work or change shall be determined in one or more of the following ways:

- Case A            At the request of the Engineer, the Contractor shall submit an estimate of cost for the proposed change in writing. The Engineer's approval of the estimate will be in the form of a change order issued to all interested parties and shall act as authorization for the Contractor to proceed with the proposed change.
- Case B            By unit prices named in the Contract or subsequently agreed upon by the Engineer and Contractor in writing.
- Case C            By cost plus percentage or by cost plus a fixed fee.

Under Case "C," the Contractor shall keep and present in such form as the Engineer may direct, a correct account of the net cost of labor, materials and equipment, together with vouchers. In any case, the Engineer shall certify to the amount, including allowances for overhead and profit due the contractor. Compensation to the Contractor under Case "C" shall conform to Section 109.05 of the O.D.O.T. Specifications, with the following exceptions:

1. The profit and overhead markup on labor wages and benefits shall be 15 percent.
2. The prime contractor mark-up for subcontractor work, trucking services and other third-party services shall be a maximum of 5 percent.

Pending final allowance of value, payments on account of changes shall be made only on the Engineer's estimate, under Case "C" only.

If the Contractor claims that any instructions by drawings or otherwise involve extra cost under this Contract, he shall give the Engineer written notice thereof within ten (10) days time after the receipt of such instructions, except in an emergency endangering life or property and the procedure shall then be as provided for above. No such claim shall be valid unless made so.

Where the Contractor deems extra compensation is due him for work or materials not clearly covered in the Contract, or not ordered by the Engineer or Owner as an extra, the Contractor shall notify the Engineer in writing of his intention to make claim for such extra compensation before he begins the work on which he bases such claim. If such notification is not given, or if the Engineer is not afforded proper facilities by the Contractor for keeping strict account of actual costs, then the Contractor hereby agrees to waive the claims for such extra compensation.

In giving instructions, the Engineer shall have authority to make, either by verbal or written orders, minor changes in the work not involving extra cost, and not inconsistent with the purposes of the work. Except in an emergency endangering life or property, no extra work or change involving extra cost shall be made unless in pursuance of a written order by the Engineer, and no claim for an addition to the Contract Sum will be valid unless so ordered.

#### ITEM 15 APPROXIMATE QUANTITIES

This Proposal is based upon estimated quantities and it is understood that the estimates are prepared by the Engineer for the purpose of comparison of bids, and that the estimated quantities are not guaranteed, but are approximate only, and the Owner reserves the right, without invalidating the Contract, to increase or diminish the same, or to omit any one or more items, as the Engineer may deem necessary.

#### ITEM 16 BORINGS AND SUBSURFACE INFORMATION NOT GUARANTEED

Borings and subsurface information shown are the general information of the bidders and are not guaranteed.

Bidders shall satisfy themselves as to the nature of the ground at the site of the proposed work and pay particular attention to any soil condition that may affect the progress of the work. The Owner makes no guarantee either expressed or implied, as to such ground conditions.

Subject to the convenience of the Owner, prospective bidders will be permitted to explore the site by making borings or digging test pits. In such event, the work shall be done at the sole expense and risk of the bidder, shall maintain the site in a condition of safety and restore the site to its original condition. Each shall be responsible for any permits required.

#### ITEM 17 REFERENCE TO OTHER SPECIFICATIONS

Where reference is made to Specifications such as O.D.O.T., A.S.T.M., or A.A.S.H.T.O., etc., the latest edition shall be used.

#### ITEM 18 EVIDENCE OF ABILITY TO DO WORK

The three lowest bidders may be required to present evidence to the Owner that they are fully competent and have the necessary facilities and pecuniary resources to deliver the material and complete the work called for by the Specifications in a satisfactory manner and within the time specified prior to the awarding of the Contract.

#### ITEM 19 REJECTION OR ACCEPTANCE OF BIDS

The Owner reserves the right to reject or accept any or all bids, and any parts of any bid. In awarding the Contract, the Owner reserves the right to consider all elements entering into the question of determining the ability of the bidder. Any bid which is incomplete, conditional, obscure or which contains additions not called for, or irregularities of any kind may be cause for rejection of the bid.

#### ITEM 20 TIME OF THE AWARD

The Owner will ordinarily make an award or reject all bids received on this Proposal within 60 days from the date of the opening of the Proposals, or, with the consent of the successful bidder, to such later time as may be agreed upon.

#### ITEM 21 MATERIALS, SAMPLES, ETC.

Before and after any Contract is awarded, the successful bidder may be required to furnish a complete certified statement of the origin, composition and manufacture of any or all materials to be used in the work.

If a sample of any material is requested, the sample may be subjected to the tests provided for in the Specifications to determine the quality and fitness for the work. The samples provided and the performance of the tests required shall be at the Contractor's expense.

#### ITEM 22 STRUCTURES ENCOUNTERED

- A. The Contractor shall at his own expense, support and protect all buildings, bridges, conduits, wires, water pipes, gas pipes and fixtures of all kinds and all other public and private property that may be encountered or endangered in the prosecution of the work herein contemplated. He shall repair and make good any damages caused to any such property by reason of his operations.
- B. Should it become necessary to change the position of or temporarily remove any conduits, water or gas pipes, fire hydrants, water appurtenances, or any other pipes, wires or structures of any character in order to permit the Contractor to use a particular method of construction or construction equipment, the Contractor shall notify the Engineer of the circumstances stating the location and the reason for using such methods of construction or type of equipment and shall cease work if necessary until arrangements can be made by the Owner of such conduits, pipes, wires and other structures to properly care for them. The cost of making such changes in location or temporary removal shall be paid for by the Contractor.
- C. The Contractor shall notify in writing, companies, owners or others in responsible charge of any structures that may be affected by his operations and such notice shall be given in ample time to permit such companies, owners or others to take proper protective measures before such structures are in anyway endangered by the work under this contract. The Contractor shall not hinder or interfere with any companies, owners or others in moving, supporting or otherwise protecting their property and structures, but shall afford them every reasonable facility to take such protective measures as may be necessary.
- D. The Owner reserves the right to repair any damage to public facilities or other facilities of the Owner caused by the work of the Contractor and the cost of such repair shall be borne by the

Contractor. In the event the Contractor refuses or fails to pay bills for such repair work upon presentation; the cost of the same shall be deducted from monies due him on partial or final statements as herein provided.

- E. The Contractor shall not be entitled to any claims for loss of time due to suspension of work to allow the Owner of such existing structures, to protect, remove or relocate their property.

#### ITEM 23 SURETY BOND

The Contractor shall furnish an indemnity or Performance Bond to the Owner in the full amount of the Contract as a guarantee of good faith on behalf of the Contractor that the terms of these Specifications shall be complied with in every particular.

The Contractor's bond will not be released until all provisions of the Contract have been fulfilled to the satisfaction of the Engineer and Owner.

#### ITEM 24 STATUS OF INSPECTORS

Inspectors as designated by proper authorities, the Owner or Engineer, shall be authorized to inspect all work done and all materials furnished. Such inspection may extend to all or any part of the work and to the preparation or manufacture of the materials to be used. In case of any dispute arising between the Contractor and Inspector as to materials furnished or the manner of performing the work, the Inspector shall have the authority to stop the use of the material or suspend the work until the question at issue can be referred to and decided by the Engineer. The Inspector shall not be authorized to revoke, alter, enlarge, relax or release any requirements of the Specifications. The Inspector shall in no case act as a foreman or perform other duties for the Contractor or interfere with the management of the work by the latter. Any advice which the Inspector may give the Contractor shall in no way be construed as binding the Engineer or the Owner in any way or releasing the Contractor from the fulfillment of the terms of the Contract.

The Contractor shall not be entitled to any claims for loss of time, damage or anticipated profit due to any time lost from suspension of the work and from the referral of the questions at issue to the Engineer or his representatives.

#### ITEM 25 TESTING, PERMIT AND INSPECTION FEES

The Contractor shall pay all costs of materials, testing, inspection and all permits as required by all governmental authorities involved unless specifically specified elsewhere. He shall conform to all requirements of such testing, inspection and permits. See Section 68 for current inspection fees.

#### ITEM 26 SURVEY, LINES AND GRADES

The Contractor shall be responsible for having all construction stakes set by a registered professional surveyor at the Contractor's expense. The Contractor shall include all such costs in the unit prices bid for other work. There will be no additional compensation for staking.

#### ITEM 27 BARRICADES AND WATCHMEN

- A. The Contractor shall provide all necessary watchmen and sufficient lights and barricades at his own expense and take such other precautions as may be deemed necessary to protect life and property.

- B. The Engineer may at any time during the progress of the work order the Contractor to provide additional watchmen, red lights or barricades, when in his opinion, they are required.

#### ITEM 28 WORK IN FREEZING WEATHER

When work proceeds during freezing weather, the Contractor shall provide approved facilities for heating of materials and for the protection of the finished work.

#### ITEM 29 TOOLS, PLANT, EQUIPMENT AND LABOR

If at any time during the commencement of or during the progress of the work, plant, tools, equipment or labor appear to the Engineer to be insufficient, inefficient, or inappropriate to secure the quantity of work required for the proper rate of progress, the Engineer may order the Contractor to increase their efficiency, to improve their character, to augment their number, or to substitute new tools, plant, equipment, or labor as the case may be, and the Contractor must conform to such order; but the failure of the Engineer to demand such increase of efficiency or manner of improvement shall not relieve the Contractor of his obligation to secure the quality of work and the rate of progress necessary to complete the work within the time required by the Contract to the satisfaction of the Owner.

If, in the opinion of the Engineer, the Contractor is not following an accepted or approved construction method, the Contractor shall suspend such method of construction until the Engineer can determine whether or not the particular construction method is adaptable to the project.

#### ITEM 30 SANITARY PROVISIONS

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with the sanitary requirements of law and ordinance.

#### ITEM 31 AID TO THE INJURED

The Contractor shall have standing agreements with a doctor or hospital for the immediate removal and hospital treatment, if necessary, of any employee who may be injured on the work. The Contractor shall keep on the job ready for immediate use, all articles necessary for giving "First Aid to the Injured".

#### ITEM 32 REMOVAL OF RUBBISH

The Contractor shall, at his own expense, keep the site of the operation clean during the construction period and remove all rubbish as it accumulates. Upon the completion of the work, the Contractor shall tear down and remove all buildings and temporary structures built by him for his use; shall remove all rubbish of all kinds from the grounds which he occupied and shall leave the site of the work in a clean and neat condition.

#### ITEM 33 STORAGE OF MATERIALS

Materials shall be stored so as to insure the preservation of their quality and fitness for the work. When considered necessary they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground, and shall be placed under a cover when directed. Stored materials shall be located so as to facilitate prompt inspection. Lawns, grass plots or other private property shall not be used for storage purposes without written consent of the Owner, his agent or other person in

possession or control of such premises. The Owner disclaims all responsibility for loss or damage to stored materials or equipment or both.

#### ITEM 34 PATENTS

The successful bidder shall indemnify and save harmless the Owner against all claims for royalties on patent or suits for information thereon which may be involved in the manufacture or use of the material to be furnished.

#### ITEM 35 MAINTENANCE OF TRAFFIC

Adequate protection and passage shall be provided by the Contractor for the traveling public at all times during the progress of the work. Not more than one-half of the traveled roadway shall be closed at one time unless called out in the Plans or otherwise directed by the Engineer.

The Contractor shall provide access to and from all properties along the line of the work at all times during construction. The Contractor shall furnish, erect and maintain all signs, lights, barricades, watchmen, flagmen, etc., necessary for the maintenance of local traffic all in accordance with Item 614, Maintaining Traffic, of the State of Ohio Department of Transportation Construction and Material Specifications latest edition and shall be responsible for all damages to persons or property due to or resulting from any work under this Contract.

If in the opinion of the Engineer or the Police Chief, the Contractor is not properly maintaining traffic or traffic volume warrants, the Contractor shall employ Policemen, through the City of Maple Heights Police Department, to properly maintain traffic. The cost of the Policemen will be at the Contractor's expense based on the current rate.

The Contractor shall notify all property owners on the street where work is to be performed with a written notice approved by the Engineer at least two days prior to the work being performed. The Contractor shall also notify the Police and Fire Departments at least two days prior to the work.

The Cost of maintaining all traffic shall be included in the price bid for other items and no additional compensation will be made therefore unless otherwise provided for.

#### ITEM 36 OPENING OF SECTIONS OF ROAD TO TRAFFIC

Completed pavement shall be opened to traffic when and where directed by the Engineer, such opening shall not constitute final acceptance of such work. Maintenance until acceptance by the Owner, shall be at the Contractor's expense.

#### ITEM 37 BLASTING

If it is necessary to use explosives all work with explosives shall be done in such a manner as not to endanger the life or property. All storage places for explosives and inflammable materials shall be clearly marked DANGEROUS. The method of storing and handling explosive and inflammable materials shall conform to all Federal, State and local laws, by-laws and regulations.

#### ITEM 38 STATE INDUSTRIAL COMPENSATION

The Contractor shall at all times during the terms of this agreement, subscribe to and comply with the workmen's compensation laws of the State of Ohio and pay such premiums as may be required



thereunder and to save harmless said Owner from any and all liability arising from or under said act. He shall also furnish at the time of delivery of this Contract and at such other times as may be required, a copy of the official certificate or receipt showing the payments herein before referred to.

Such insurance is to be evidenced by a certificate from the Industrial Commission of Ohio that the Contractor has complied with each and every condition of the act of February 26, 1913 and all acts amendatory thereof and supplementary thereto and known as the Workmen's Compensation Law.

#### ITEM 39 SOCIAL SECURITIES ACT

The Contractor shall be and remain an independent Contractor with respect to all services performed hereunder and agree to and, does hereby accept full and exclusive liability for and payment of any and all contributions or taxes for Social Security, unemployment compensation insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any State or Federal Laws which are measured by the wages, salaries or other remuneration paid to persons employed by the Contractor on work performed under the terms of the Contract and further agrees to obey all lawful rules and regulations to meet all lawful requirements which are now or thereafter may be issued or promulgated under said respective laws by any duly authorized State or Federal officials; said Contractor also agrees to indemnify and save harmless the Owner from any such contributions or taxes of liability therefore.

#### ITEM 40 RESPONSIBILITY OF CONTRACTOR

- A. The Owner will not insure the work under construction against claims for injury to persons or property arising during the prosecution of such work.
- B. The Contractor will be held responsible for all damages to the work under construction, whether from fire, water, high winds or other causes until final completion and acceptance, even though partial payments have been made under the Contract.

He will be held answerable for all damages which may occur to persons, property, animals or vehicles from want of proper shoring, bracing, lighting, watching, boarding or enclosing, and for any accident arising from defective scaffolding or apparatus, or from any negligence on the part of himself or his employees.

#### ITEM 41 PUBLIC LIABILITY, PROPERTY DAMAGES AND AUTOMOBILE INSURANCE

- A. The Contractor shall take out and maintain during the life of this Contract such public liability and property damage insurance as shall protect himself, the Owner and any sub-contractor performing work covered by this Contract from any claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this Contract, whether such operations be by himself or by any sub-contractor or any directly or indirectly employee by either of them and the amount of insurance be as follows:
- B. Comprehensive General Liability Insurance including premises, operations, independent contractors, completed operations, and products coverage in an amount not less than \$1,000,000.00 per occurrence combined single limit (Bodily Injury, Property Damage, and Personal Injury Liability).
- C. The following special hazards shall be covered during the life of this Contract by rider or riders to the policy or policies above required or by separate policies of insurance on amounts as follows:

- a. Comprehensive Automobile Insurance to cover each automobile, truck or other vehicle owned, non-owned or hired and used in the performance of the Contract in an amount not less than \$1,000,000.00 per occurrence combined single limit (Bodily Injury and Property Damage Liability).
- b. Public Liability and Property Damage Insurance to cover the use of explosives used in the performance of this Contract, in the same limits as set forth in the preceding subsection.
- c. Property Insurance: The Contractor shall insure property at the site for the life of the Contract against all loss or damage by fire, extended coverage, vandalism, malicious mischief and other perils that make up a standard "All Risk" or "Special Form" insurance policy. The insurance policy shall be held jointly in the names of the Owner and the Contractor. The amount of the policy may vary with the extent of the work completed, but shall at all times, be at least equal to the amount paid on account of work and materials plus the value of work on but not paid for by the Owner.
- d. Certificates of the insurance companies as to the amount and extent of coverage shall be delivered to the Owner before work begins and before partial payments are made.
- e. Each sub-contractor is required to take out and maintain during the life of such sub-contractor such public liability and property damage insurance as shall protect such sub-contractor from claims for damages for personal injury including accidental death, as well as claims for property damages, which may arise from operations under any sub-contract. Such insurances shall be in such amounts as may be determined by the Contractor with the approval of the Owner.
- f. The policy shall contain the following special provisions: The company agrees that ten (10) days prior to the cancellation or reduction of the insurance afforded by this policy with respect to the Contract involved, written notice will be mailed to the Owner.

#### ITEM 42 ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Contract or his right, title to or interest in any part thereof without previous consent in writing by the Owner.

#### ITEM 43 SUBLETTING

The Contractor shall not sublet any part of the work included in this Contract without the previous written consent of the Owner. In making application for subletting any portion of the work, the Contractor shall state, in writing, the portion of the work which each sub-contractor is to do or the material which he is to furnish, his place of business and such other information as may be required in order to ascertain whether such sub-contractor is responsible, reliable and able to perform the work and to furnish the materials called for in the Specifications. Subletting, if permitted, shall not relieve the prime Contractor nor his Surety in any of his or its obligations under this Contract.

Should any sub-contractor fail to perform this work to the satisfaction of the Engineer, the Engineer shall have the absolute right to rescind his approval at once and to require the performance of such work by the Contractor himself or through other approved sub-contractors.

In case of a General Contractor being acceptable and qualified to do the work and any of his sub-contractors being unacceptable to the Owner, the General Contractor shall secure acceptable sub-contractors but will not be allowed to change any of his bid for the work.

#### ITEM 44 OTHER CONTRACTS

It is understood and agreed that the Contractor will execute this work in a manner and in such order as will not interfere with other work in progress and will permit the Owner to perform other work, to enter into other Contracts for work and materials to be constructed, placed in, on, or about the work

herein described, with the least interference possible and with complete cooperation whenever it is desirable to prosecute such other work, either simultaneously with the work under this Contract or otherwise. The Engineer will decide all questions of priority among separated Contractors.

#### ITEM 45 LABOR AND MATERIALS

- A. The Contractor shall well, truly and promptly pay or satisfy the just and equitable claims of all persons which have supplied materials or furnished labor for said Contractor in the execution of the Contract, including those who have previously filed attested account of such claims or whatever kind which might in law or equity become a lien upon said work or against the fund which from the same is to be paid or a charge against the Owner. In case said attested accounts, claims, bills or costs are not paid or adjusted to the satisfaction of the Owner, then it is agreed that said Owner may proceed as stated in the next in the following paragraph.
- B. The Owner may retain out of any moneys at any time due to the Contractor, a sum sufficient to pay all persons who have done work or furnished labor or materials for the work herein contracted for, and who shall have filed an attested account of such claim with the owner within four (4) months from the performance of labor and delivery of materials, stating that any balance for said work and materials is still due and unpaid, which amount may be retained by said Owner until satisfactory evidence is furnished to the Owner that said balance has been fully paid, and if said evidence is not furnished before the next estimate becoming due to the Contractor under the Contract, said Owner may pay said balance to the person claiming it and charge such payments to the Contractor as payment on the Contract, unless the Contractor shall have previously filed with the Owner written notice that such claim is in dispute. In the event of such dispute, the Owner will retain the amount until the claim has been adjusted or the money paid into court proceedings in the nature of an interpleader.

#### ITEM 46 NO WAIVER OF LEGAL RIGHTS

Neither acceptance nor payments for the work, or any part of the work, nor any extension of time, or any possession taken by the Owner shall operate as a waiver of any portion of the Contract, nor shall a waiver of any breach of the Contract be held to be a waiver of any other or subsequent breach.

#### ITEM 47 MAINTENANCE BOND

The Contractor shall post with the Owner, a two (2) year Maintenance Bond with a Corporate Surety, in form satisfactory to the Owner, in an amount of ten percent (10%) of the actual construction costs as a condition of final acceptance of the work by the Owner.

#### ITEM 48 ACCEPTANCE OF PERFORMANCE

It shall be understood and agreed by the parties hereto that the Engineer shall determine the satisfactory quality of the work and materials furnished under these Specifications and have issue final approval and acceptance of the work performed.

#### ITEM 49 MEASUREMENT OF QUANTITIES

The quantities of work performed will be computed by the Engineer on the basis of measurements taken by the Engineer or his assistants and these measurements shall be final and binding.

All work computed under the Contract will be measured by the Engineer according to the United States Measurements and Weights.

#### ITEM 50 DELAY FOR CAUSES BEYOND CONTROL

This Contract shall be subject to failure or delay caused by strikes, public commotion, Acts of God, or other causes beyond the control of the Contractor including orders, limitations or any governmental agency having jurisdiction over the subject matter of the Contract.

#### ITEM 51 ANNULMENT OF CONTRACT

The Owner shall have the right to annul the Contract upon the failure of the Contractor to comply within three (3) days after receipt of a written notice from the Engineer to proceed with the performance of the work unreasonable delayed or to replace any material or equipment not meeting the Specification.

#### ITEM 52 FAILURE TO MEET SPECIFICATIONS

The delivery of any material or the performance of any labor hereunder which does not meet in all respects or conforms to these Specifications, will be rejected and the Contractor shall be notified at once of such rejection and the reason therefore, which notice shall be confirmed in writing. If the said Contractor shall fail to effect immediate replacement of such rejection materials or labor with materials and labor meeting the requirements of the order of these Specifications, the Owner will purchase in the open market, material and labor of the character required under the order up to the amount rejected and the said Contractor and his Surety shall be liable to the Owner for any excess cost and expense occasioned by the Owner thereby. The Engineer shall have the right to suspend the whole or any part of the work to be done, hereunder, when the Contractor is not doing the work in accordance with the provisions of the Contract.

#### ITEM 53 DUST AND UNNECESSARY NOISE

The movement and use of machinery and equipment and the handling of materials and conduct of the work shall be such as to avoid and eliminate noise, dust, dirt and mud. Roadways shall be maintained by the Contractor so as to eliminate dust and mud.

#### ITEM 54 WATER COURSES AND DRAINAGE

The Contractor shall provide for the flow of natural watercourses, existing storm and sanitary drains and the like, which flow is interfered with during the performance of the work. He shall immediately remove and dispose of all offensive matter. Flow in lot connections and sewers shall be maintained and properly restored. The Contractor shall indemnify and save harmless the Owner against any and all claims for damage growing out of obstructions to the proper flow of natural water courses and sewers.

#### ITEM 55 TEMPORARY HEAT, LIGHT AND WATER

The Contractor shall supply all temporary heat and light at his own expense for such periods of time and such temperatures as the Engineer may require for the proper protection and execution of the work.

The Contractor shall supply water of the quality and quantity required by the Engineer for the proper execution of the work.

#### ITEM 56 SUBMITTED DRAWINGS

- A. The Contractor, at his own expense, and prior to the manufacture or fabrication of any materials or equipment which he is to furnish and which are not covered by detailed drawings furnished by the Engineer, shall submit for the approval of the Engineer, and at the times in the sequence the Engineer may order, five (5) complete sets of detailed drawings of such materials or one set of PDF documents submitted via email. The drawings shall be accurate and distinct and shall give all working dimensions, kinds of materials to be used, kinds of machine work and finish to be applied and like information.

Contractor's drawings must relate to actual field conditions and it is his responsibility to check to make such field measurements as necessary, and to base his drawings on actual field conditions to assure proper connection, fit, functioning and performance of all work and equipment involved in the execution of the work of this Contract.

- B. Two (2) sets of drawings furnished by the Contractor will be returned after approval, the three (3) remaining sets being retained by the Engineer. If required by the Engineer, the drawings shall be revised and five (5) sets of drawings shall be furnished until the approval of the Engineer has been obtained. If email submittal is used, the Contractor shall receive one set of drawings in return via email.
- C. No work upon the manufacture or fabrication of any materials or equipment shall be done until such approval by the Engineer has been obtained. The approval of submitted drawings shall not be interpreted in any way to classify for payment of any particular work.
- D. The structural elements of all submitted drawings will not be checked. The sufficiency of these elements to meet all code requirements is the responsibility of the author of the drawings.

#### ITEM 57 SUSPENSION OF CONTRACT

If at anytime the Engineer considers it impractical to start or to continue performance of the work or any portion thereof (whether or not for reason for which either party is responsible or for reasons beyond the control of the Owner). The Engineer shall have the authority to suspend performance until such time as he may believe it feasible or desirable to proceed. However, should such action suspending the work be taken, the Engineer shall take all appropriate steps to minimize the duration of the suspension of the work, and the Contractor shall be entitled to such compensation for the resultant unavoidable expenses to him as the Engineer may believe to be a reasonable cost because of the suspension.

#### ITEM 58 WORK SCHEDULE

Within two (2) weeks after signing the Contract, the Contractor shall submit for approval of the Engineer three (3) black and white prints of his proposed work schedule. This is to show graphically the date on which he expects to start and complete the various portions of the work. On the first working day of each month until the project is complete, the Contractor shall submit to the Engineer two (2) prints of the construction schedule with the progress to date shown thereon.

#### ITEM 59 NOTATION OF CONTRACT DOCUMENTS

To prevent any conflicts, confusion or questions of legality, the persons submitting bids shall be required to stamp or mark each page of the Contract Documents with an identifying symbol and to submit all such Documents in the sealed bid envelopes.

#### ITEM 60 "OR EQUAL" CLAUSE

Whenever in any of the Contract Documents any articles, material or equipment are defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal" if not inserted shall be implied. The specific article, material or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed in a manner as to exclude manufacturer's products of comparable quality, design and efficiency.

The Contractor shall comply with the requirements of the Contract Documents relative to the Owner's approval of materials and equipment before they are purchased, delivered or incorporated in the project.

The Engineer shall be the sole judge of the acceptability of an "or equal" submitted by the Contractor. The Engineer will base his decision on the experience of the equipment used in this particular application and the experience of the manufacturer in manufacturing this type of equipment. The experience record of the manufacturer and the equipment and all necessary drawings, specifications and related data shall be submitted with the Bidder's Proposal.

#### ITEM 61 COMPETENCY OF BIDDERS

No bid will be considered unless the bidder submitting the same shall furnish evidence satisfactory to the City that he has the necessary ability and financial resources to fulfill the conditions of the Contract and Specifications. Previous experience and responsibility of the bidders will be considered in awarding the contract. No Contract will be awarded to any bidder who is in arrears to the City upon any debt or contract or who is in default as surety or otherwise upon any obligation to the city.

#### ITEM 62 PURCHASE ORDER

After a contract is signed, it shall only become operative upon the delivery to the bidder of said contract and a purchase order signed by the director of Finance certifying that funds are available, and the City shall only be obligated under the Contract to the extent of such orders.

#### ITEM 63 PAYMENT FOR WORK

Invoices from the Contractor will be paid by the City after they are approved by the Engineer and within 30 days of receipt by the Finance Director pursuant to the terms of the bid provisions and the final Purchase Order issued by the City.

#### ITEM 64 OHIO SPECIFICATIONS

References to ODOT shall be construed as referring to *The State of Ohio Department of Transportation Construction and Material Specifications* latest edition.

#### ITEM 65 EXISTING STRUCTURES AND PAVEMENT

Any sidewalk, pavement, guardrail, curb drain, underdrain, drainage pipe, drainage basin, driveway, grass, landscaping, property pins or other existing feature or utility which is disturbed during construction shall be repaired or replaced by the Contractor at his cost whether or not there is a bid item for such item.

Saw cuts along the limits of removal of paved surfaces shall be made to a depth equal to the depth of the pavement material prior to removal. Edges of existing paved surfaces which are broken after work has taken place in the repair or trench area shall be re-sawed to limits designated by the Engineer.

#### ITEM 66 TRAFFIC SIGNS, MAILBOXES, and TRAFFIC CONTROL DEVICES

All traffic signs, mailboxes, newspaper boxes, traffic control devices, etc., which are disturbed during construction shall be replaced by the Contractor at his cost.

#### ITEM 67 LABOR PROCUREMENT AND WAGE RATES

The regulations of the State of Ohio Board of Industrial Relations relating to the procurement of labor, wage rates, fringes and hours of employment shall be adhered to. The statutory requirements of the State of Ohio relative to the licensing of a corporation organized under the laws of other states shall apply.

The most recent copy of the *Wage Determination for Public Improvements in Cuyahoga County* is hereby made part of the contract documents and are located at the end of these documents.

Section 4115.05 is revised in part: "Where contracts are not awarded or construction undertaken within ninety (90) days from the date of establishment of the prevailing rate of wages, there shall be a re-determination of the prevailing rate of wages before the contract is awarded.

The wage rates contained in the wage determination are the "Prevailing Wages" as defined in section 4115.03, Ohio Revised Code and contain basic hourly rates plus fringe benefits. These rates and fringes shall be a minimum to be paid under contract regulation by Chapter 4115 of the Ohio Revised Code, by Contractors and Sub-Contractors or by a letting authority if work is performed by force account.

Apprentices will be permitted to work under a bonafide apprenticeship program, if such program is registered with the Ohio Apprenticeship Council.

## ITEM 68 PERMITS AND INSPECTION

The Contractor shall be responsible for the costs of all permits, inspection and contract administration. The costs for Inspection shall be deducted from the Contractor's invoices.

Inspection will be performed by an independent contractor under the guidance of the Engineer. It shall be the Contractor's responsibility to verify quantities with the Inspector and to bring to the Inspector's attention any deviation or changes which may result in additional costs or changes to the project. The Contractor shall be responsible for all quality control of materials and workmanship on the project. The presence of the Inspector does not relieve the Contractor of this responsibility.

The current cost for the Construction Observer is **Fifty Dollars and Ninety-Two Cents per hour (\$50.92/hour) for the first eight hours and Seventy-Six Dollars and Thirty-Eight Cents per hour (\$76.38/hour) for every hour over eight hours in any given day or for work on Weekends.** The Contractor shall also be responsible for the cost of a Contract Administrator at a rate of **Sixty-Eight Dollars and Ninety-Five Cents per hour (\$68.95/hour).** The contract administrator typically charges four (4) hours per week for the project.

The Contractor is required to give twenty-four (24) hours notice to the Engineer prior to beginning or suspending work. If adequate notice is not given, the Contractor shall be charged for one full day's inspection. If work is canceled before noon the Contractor shall be charged for one-half (1/2) day (4 hours). If work is canceled after noon but before a full day is complete the Contractor shall be charged for one (1) full day (8 hours). The City will deduct the fee from the Contractor's monthly estimates.

## ITEM 69 LASER BEAM

Line and/or grade of sewers shall be maintained by the use of laser equipment. The equipment and system shall be provided by the Contractor at no additional cost and the system shall be approved by the Engineer.

Centerline offset and grade stakes should be established at each manhole, plus an intermediate stake as a checkpoint. Grade of the sewer shall be checked at the above points to verify plan elevations.

## ITEM 70 TESTING

The Contractor shall pay for and include in his bid all costs of testing required by all governmental approving authorities, which consists of but not limited to the following:

- \* concrete and asphalt testing
- \* compaction testing
- \* deflection testing of flexible conduits
- \* air testing of sanitary sewers
- \* pressure testing of force mains and water mains
- \* chlorination and testing of water mains

## ITEM 71 GENERAL INFORMATION

Unless otherwise specified, all materials used in the work under these specifications shall conform to the requirements of the Society for Testing Materials (ASTM), and shall be tested in accordance with the latest Specifications or methods of testing of the ASTM, where Specifications and methods



of testing have been adopted, revised or proposed for such materials. It is further understood and agreed that wherever reference is made to the Specifications and/or methods of testing adopted by the American Society for Testing and Materials, American Concrete Institute American National Standards Institute, American

Water Works Association, American Welding Society, Ohio Department of Transportation, American Association of State Highway and Transportation Officials, City of Cleveland Water Department, or other organization or department, it shall refer to the standard or tentative standard of that society or organization, bearing the latest date.

#### ITEM 72 PRECONSTRUCTION PHOTOGRAPHY

The Contractor will be responsible to provide the Engineer with a high-resolution digital format color audio-video disc or thumb drive of the construction site(s) prior to the start of construction.

The video shall include descriptions of the location that is being recorded. Pavement, sidewalk, lawn, etc. conditions shall be noted for areas that are adjacent to the proposed property work areas.

The cost for this item shall be included in the prices bid for other items.

#### ITEM 73 CONCRETE TESTS

At least two concrete cylinders will be made by the Contractor in the morning and at least two concrete cylinders made in the afternoon during each day concrete is placed. If the amount of concrete poured in either the morning or the afternoon exceeds 30 cubic yards, an additional two cylinders shall be made.

In each group of two cylinders one will be broken at 7 days and one at 28 days after they are made, at an approved testing laboratory in accordance with current A.S.T.M. methods.

Slump tests shall be performed at the same frequency as compressive cylinders.

The Contractor shall be responsible for making all the arrangements for the testing of cylinders including the delivery of the cylinders to the testing laboratory at the proper time. All costs for testing are the responsibility of the Contractor

Concrete which does not meet the minimum requirements will not be paid for by the City.

A copy of all test results shall be forwarded to the Engineer. Full payment for concrete work performed will not be approved until test results are submitted.

Beams shall be made and tested for all concrete used for pavement or driveways with cure periods from 4 hours to 3 days. Beams shall pass before traffic is allowed on the pavement or drives.

#### ITEM 74 ASPHALT CONCRETE

Unless otherwise specified in the Detailed Specifications, all material used for surface courses in this project must be virgin material only. No slag or recycled material shall be permitted. Asphaltic material used will be tested by an independent testing company, if requested by the Engineer, for composition of material and gradation of material. Per ODOT Standards, at least two samples will be collected each day of each asphaltic material item used. The Contractor shall be responsible for

making all the arrangements for the testing with the testing laboratory. All costs for testing are the responsibility of the Contractor

Asphaltic concrete material which does not meet the minimum requirements will not be paid for by the City. A copy of all test results shall be forwarded to the Engineer.

#### ITEM 75 SEEDING, MULCHING AND TOPSOIL

All disturbed grassed areas resulting from the construction of this project shall be seeded and mulched. All work concerning restoration of disturbed grassed areas shall be performed by a professional landscaper approved by the City.

##### Work

Contractor shall clear previously excavated subgrade, furnish and place topsoil, and shall renovate existing lawn areas to form a seed bed ready for planting; shall install seeded lawn to the extent shown on plan and shall include supplying seed, soil conditioning materials, and the incorporation of these materials into the work as specified.

##### Extent and Depth

Lawn areas excavated and to be renovated are shown on plan. Topsoil in excavated areas will be at least three (3") inches deep when compacted.

##### Materials

###### **(a) Topsoil**

- (1) Topsoil shall be natural, friable loam, without admixture of subsoil, taken from the original surface of areas which have natural drainage. It shall be without clods, hard-pan, shale, stones, or any refuse from building or industrial operations. One-hundred percent (100%) by weight shall pass a one (1") inch screen, and 97% to 100% shall pass a one-fourth (1/4") inch square opening sieve.
- (2) Sample. A sample cubic yard or load of the new topsoil intended for use of the improvement shall be delivered to the site, deposited where it shall remain protected from disturbance throughout period of delivery of topsoil, as a check upon subsequent deliveries which must equal the sample in quality. After approval of sample and the source of supply as to quality by the Engineer, delivery may begin. The sample shall be used in the work end of the delivery or be removed by the Contractor.
- (3) Condition. Topsoil, either new or stock-piled, shall not be handled or spread when wet, muddy, or frozen.

###### **(b) Seeds** – Seeds shall be vendor mixed, delivered in original bags, and shall be:

<u>Common Name</u>		Proportion <u>Weight</u>	by <u>Purity</u> <u>of Mixture</u>	<u>Germination Rating</u>
Kentucky Bluegrass	Red	35%	90%	85%
Creeping Fescue		30%	90%	85%
Perennial Ryegrass		35%	90%	90%

Supplier's name and analysis of seed is to be submitted to the Engineer.

**(d) Mulching Material**

Mulching materials shall be straw or other material approved by the Engineer and shall be free of weed seeds and other foreign material that detract from their effectiveness as mulch or which may be injurious to growth of plants.

**(e) Fertilizer**

Fertilizer shall be supplied which is specifically developed for use with seeding.

Performance

**Subgrade**

Level off lawn subgrades to a uniform three (3") inches below proposed finished grade before depositing topsoil. Areas compacted by reason of building operations or the work of this contract shall be loosened by suitable power machinery or hand tools.

**Renovating Existing Lawn**

Clear area of rubble, cultivate and rake out debris larger than one-half (1/2") inch in diameter.

**Topsoil Spread**

Spread topsoil in sufficient amount to allow for shrinkage when compacted. Blend into renovated lawn area. Level off to a uniform even surface removing all refuse, branches, twigs, clods and stones larger than one-half (1/2") inch in diameter.

**Seed Bed**

The Contractor shall fine grade all lawn areas to form a seed bed ready for seeding or sodding.

**Finished Grades**

Finished Grade shall be as shown on grading plans except that finished lawn grade shall be held one (1") inch below the edge of walk and tops of curbs.

**Seeding**

- (a) If seed bed becomes compacted prior to seeding, it shall be re-cultivated to produce a friable condition before seeding and sodding. Rock or other debris turned up by re-cultivation shall be removed as specified above at no additional cost to the Owner.
- (b) Fertilizer shall be applied to the topsoil prior to seeding.
- (c) Seed shall be uniformly sown over the prepared areas at the rate of at least 4 pounds per 1,000 square feet. Seed shall be sown dry or hydraulically. Seed shall not be sown when the ground is frozen or muddy or when weather conditions would prevent proper incorporation of seed into the soil.
- (d) Following seeding the area shall be raked, dragged, or otherwise treated so as to cover the seed approximately one-fourth (1/4") inch.

**Mulch**

Immediately after sowing seed, vegetative mulch shall be evenly distributed at the rate of approximately 2 tons per acre. Mulch which is displaced shall be restored at once but only after repair and restoration of seeding and preparatory work that preceded mulching and which suffered damage due to mulch displacement.

**Maintenance**

- (a) Maintenance shall consist of watering until a dense, uniform growth is established

- (b) Water and application equipment are to be supplied and operated by the Contractor.
- (c) Acceptance is to be based upon establishment of a uniform stand of specified grasses. Unacceptable areas are to be reworked by the Contractor until acceptable. Settled areas shall be refilled with topsoil, leveled, tamped and reseeded or resodded.
- (d) Weeds shall be eliminated if they appear. Re-seeding shall be done after weed removal, if required by the Engineer.

#### **Seeding Dates**

Spring-sown lawns shall be completed by May 30<sup>th</sup> and fall-sown lawns shall be completed by October 15<sup>th</sup>.

Payment for seeding and mulching disturbed areas as specified herein shall be made at the contract unit price if such an Item is available in the Proposal per square yard for "Seeding and Mulching", accepted in place, which price shall constitute full compensation for furnishing, handling and placing all materials, including seed, fertilizer, topsoil, mulching and water and for all labor, equipment, tools and incidentals necessary to complete the work. If there is no Contract Item for this work, the cost for performing the work shall be included with other items listed in the Proposal.

The Contractor shall seed, and mulch as specified herein, at his own expense, all applicable disturbed areas determined by the Engineer to have been unnecessarily damaged during the construction of this project.

#### **ITEM 76 DISPOSAL OF MATERIALS**

All materials or structures which are excavated, demolished, or otherwise removed during the course of this project shall be disposed of by the Contractor off-site unless otherwise stated in the Special Provisions.

The cost for this item shall be included in the prices bid for other items unless otherwise provided for.

#### **ITEM 77 STAKING**

The City of Maple Heights provides staking services if requested by the Contractor. The charge for staking will be deducted from the Contractor's monthly estimate. **The present rate for a (3 Man) survey crew for the City of Maple Heights is One Hundred Thirty Dollars and Zero Cents (\$130.00) per hour.**

The Contractor shall be responsible for having all construction stakes set by a registered professional surveyor at the Contractor's expense. The Contractor shall include all such costs in the unit price bid for other work. There will be no additional compensation for staking.

#### **ITEM 78 SAFETY REQUIREMENTS**

The Contractor shall conform to the latest regulations concerning safety on the job site as recommended by the *Occupational Health and Safety Act of 1970* and all current updates to its requirements. The Contractor shall do all that is necessary to protect the life, health safety and welfare of all employees and of the public for the City of Maple Heights.

## ITEM 79 STORMWATER POLLUTION PREVENTION

The Contractor shall provide stormwater pollution protection controls during construction as shown on the plans and specifications, or if not shown on the plans or specifications, per the requirements of the current Ohio EPA General Construction Permit. If the project requires a NPDES construction storm water general permit, the Contractor will be required to file as a Co-Permittee under the original permit.

The Contractor is required to inspect all Stormwater Control Measures (SCM) at least once every seven calendar days and within 24 hours after any storm event greater than one-half inch of rain per 24-hour period. The Contractor shall submit all inspection reports to the Engineer for their review.

The cost for this item shall be included in the priced bid for other items unless otherwise provided for within the Detailed Specifications.

**STATEMENT REGARDING PERSONAL  
PROPERTY TAXES**

I \_\_\_\_\_,

(Name)

(Owner, President, Etc.)

Of \_\_\_\_\_ do hereby certify that this firm or person **is** **is not**

**(circle one)**

delinquent in the filing and/or payment of personal property taxes in Cuyahoga County.

(If the answer is in the affirmative, please submit a statement listing the year or years of delinquency and the amounts).

Signed \_\_\_\_\_

Name of Firm \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

State of Ohio)

)ss

County of Cuyahoga )

Sworn to and subscribed in my presence this \_\_\_\_\_ day of  
\_\_\_\_\_ 201 \_\_\_\_.

\_\_\_\_\_  
Notary Public

Note:

If the business is not located in Cuyahoga County, please add a brief explanation to the above statement to the effect that no taxes are owed to Cuyahoga County (if such is the case), or to the County in which the business is located.

**CERTIFICATION REGARDING FINDINGS FOR RECOVERY**

State of Ohio                    )  
  ) ss  
County of \_\_\_\_\_)

Before me, a Notary Public, in and for said county and State, personally appeared \_\_\_\_\_ who, being duly sworn states that he/she is the owner or an officer of \_\_\_\_\_, and having been awarded a public contract let by competitive bid, and that by this statement, states that at this time neither he/she nor the Corporation is charged with any finding for recovery by the Auditor of State that is unresolved.

\_\_\_\_\_  
(Name of Company)

By its: \_\_\_\_\_

Sworn to before me and signed in my presence this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public

This certification is in accordance with Ohio Revised code Section 9.24 of the Ohio Revised Code, which prohibits any state agency or political subdivision from awarding a contract for goods, services or construction to any person against whom a finding for recovery has been issued by the Auditor of State, if that finding is unresolved. Please note that only those persons who have unresolved findings of recovery are prohibited from receiving public contracts.

## **PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are hereby held and firmly bound unto the City of Maple Heights, in the penal sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns by these presents.

The conditions of this obligation are such that whereas the above named Principal, did on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, enter into the Contract hereto attached with the said, the City of Maple Heights, which said Contract is made a part of this Bond the same as if fully set forth herein:

Now, if the said party of the second part in the aforesaid Contract shall well and truly execute all and singular the stipulations by it to be executed, and shall fully perform the work therein specified, in a good and workmanlike manner and do and perform all and singular the terms, conditions, requirements of the Plans, Specifications and Contract, and shall indemnify and save harmless the City of Maple Heights from all suits and actions of every name and description brought against the City, its directors, or any officer of said City, for, or on account of any injury or damage to persons or property arising from, or growing out of the construction of the work in said Contract specified to be done, or the doing of any of the work therein described, and shall indemnify and save harmless the City of Maple Heights, from any and all suits and expense over and above the expense included in the Contract Price, for royalties or infringements on patents that may be involved in the construction of the appliances contracted for, or any of the parts thereof, or in the use of said appliances or any of the parts thereof, and if said party of the second party shall defend, at its proper cost and expense any and all suits, actions of every kind whatsoever, that may be brought against the City of Maple Heights by reason of the use of said appliances or any of the parts thereof, and future from all liens, charges, claims, demands, loss, costs and damages of every kind and nature whatsoever, and shall pay all lawful claims of sub-contractors, material men and laborers for labor performed, and for materials furnished in the carrying forward, performing or completing of said Contract, then this obligation shall be void, otherwise shall be and remain in full force and virtue in law; we hereby agreeing and consenting that this undertaking shall be for the benefit of any laborer or material men having a just claim as aforesaid as for the City of Maple Heights; and further that the parts of the foregoing Contract may, from time to time, and as often as they see fit, make any additions to, omissions from, or modifications of the work, Plans or Specifications and the said Surety herein stipulates and agrees that no modifications, omissions or additions, in or to the terms of the said Contract, or in or to the Plans or Specifications, therefore, shall in any way affect the obligations of said Surety on its Bond; 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.



Witness our signatures this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Principal

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Surety

## **CONTRACT**

THIS CONTRACT made this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_, by and between \_\_\_\_\_ hereinafter called the Contractor and the City of Maple Heights, hereinafter called the Owner.

WITNESSETH: That the Contractor and Owner for the consideration stated herein agree as follows:

### **ARTICLE I - SCOPE OF THE WORK**

The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for the:

**PROJECT NAME**  
**IN THE CITY OF MAPLE HEIGHTS,**  
**COUNTY OF CUYAHOGA,**  
**STATE OF OHIO**

all in accordance with the Plans and Specifications reviewed and/or prepared by Edward J. Hren, Engineer and in these Contract Documents referred to as the Engineer which Plans and Specifications are made a part of this Contract, and in compliance with the Contractor's Proposal and the other Contract Documents herein mentioned which are a part of this Contract; and the Contractor shall do everything required by the Contract and the other Documents constituting a part hereof.

### **ARTICLE II - THE CONTRACT PRICE**

The Owner shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided herein current funds, the Contract Prices computed as follows:

The unit prices in the Contract will be the unit prices awarded by the Owner based on the successful bidder's proposal.

The Contractor covenants and agrees to pay to all persons and corporations furnishing materials or rendering services in connection with the performance of the contract, and any person or corporation furnishing such materials or rendering such services may, as provided by Section 10A of the Municipality Authorities Act of 1945, approved May 2, 1945, P.L. 382, as

amended, maintain an action to recover for the same under said labor and material payment bond as though such person or corporation were named therein, provided that action is brought within one year after the time the cause of action shall have occurred.

### **ARTICLE III- PAYMENT**

The Owner shall make payments on account of the Contracts as therein provided as follows:

- (A) The Contractor will on or before the first week of each month make estimates in writing of the materials in place complete and the amount of work performed in conformance with the Contract during the preceding month and the value thereof and submit this estimate to the Engineer for approval. No labor or materials, furnished outside of the provisions of the Contract will be paid for unless the same has been provided on the written order of the Engineer.
- (B) The unit or lump sum price stated in the Contract shall be used in determining the amount to be paid and shall constitute full and final compensation for all the work.
- (C) Partial payments to the Contractor for work performed and materials in place complete under either a unit or lump sum price Contract shall be made at the rate of ninety percent (90%) of the estimates, less all previous estimates, prepared by the Contractor and approved by the Engineer.
- (D) Partial payments to the Contractor for work performed under the lump sum price shall be based on a well balanced schedule prepared by the Contractor and approved by the Engineer who shall apportion the lump sum price to the principal features entering into or forming a part of the work under the lump sum price.
- (E) Upon all estimates of material furnished, delivered and paid for but not actually entered into and becoming a part of the job and which has been inspected and approved by the Engineer, there shall be paid a sum equal to ninety percent (90%) of such value as shown by the invoice, and thereupon such material shall become the property of the Owner.
- (F) When the rate of work and amounts involved are so large that it is deemed advisable by the Owner or Contractor, estimates and payments shall be made twice each month.
- (G) Ten days after the final measurements have been made the Engineer shall submit the final estimate in full for all work performed under this Contract.
- (H) The retainage of ten percent (10%) shall be released to the Contractor upon completion of the following:

1. Completion of all Contract Items, as determined by the Engineer.
  2. Correction of all items contained in the project deficiency list as determined by the Engineer.
  3. Submittal of Maintenance Bond, final Certified Payroll and Contractor's Affidavit.
- (I) All estimates made prior to the final estimate shall be subject to correction at the time of the final estimate and final payment.
- (J) No interest will be paid on retained funds.

#### **ARTICLE IV - TIME OF COMPLETION**

The work to be performed under this Contract shall be commenced on \_\_\_\_\_, 201\_\_ and shall be completed on \_\_\_\_\_, 201\_\_.

#### **ARTICLE V - LIQUIDATED DAMAGES**

The successful bidder must agree in any contract with the Owner that time is of the essence in the completion of the work included in the Contract, and such work will be completed within the time specified in the Contract.

Such Contract shall further provide that the successful bidder will compensate the Owner for any damages caused to or losses incurred by the Owner as a result of the failure to complete the work included in the Contract within the time specified in the Contract. Such damages and losses shall include all damages and losses suffered by the Owner and, in order that a successful bidder may recognize the seriousness of such damages and losses to the Owner, the following examples are set forth not in limitation but as illustration of some of the kinds of damages and losses which may result from a failure to complete the work on time and for which the Owner will be compensated:

1. Additional interest on notes or bonds issued to finance the cost of the work included in the Contract.
2. The increased cost of operating or maintaining existing facilities that will be replaced by the work covered under this Contract.
3. The cost of field engineering crews repeating work previously completed.
4. Any costs or payments resulting from the failure to have construction completed when required to meet the work included under other Contracts.

Such liquidated damages shall not be considered as a penalty. The Owner will deduct and retain out of any money due or to become due under the Contract, the amount of the liquidated damages, and in case these amount are less than the amount of the liquidated damages, the Contractor shall be liable for the payment of the difference upon demand of the Owner.

#### **ARTICLE VI - COMPONENT PARTS OF THIS CONTRACT**

This Contract consists of the following component parts all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if therein attached:

1. Invitation to Bid or Legal Advertisement
2. Addendum
3. Pertinent Information
4. Proposal
5. Bond Form
6. Contract
7. Detailed Specifications/Special Provisions
8. Plans/Exhibits
9. General Conditions
10. Standard Specifications
11. Personal Property Tax Statement
12. Contractor's Affidavit
13. Prevailing Wage Rates

In the event that any provisions in any of the above component parts of this Contract conflict with any provisions in any other part of the component parts, the provision in the component parts first enumerated above shall govern over any other component parts which follows it numerically, except as may be otherwise specifically stated.

#### **ARTICLE VII - HOLD HARMLESS AGREEMENT**

The Contractor hereby covenants and agrees to protect, indemnify and save harmless the Owner and Engineer from any loss, cost or damage on account of any damage or injury to or liability arising or resulting from bodily injury, death or damage to property, both public and private, occasioned by any act or omission of the Contractor, his agents or employees, or by any act or omission of any sub-contractors, their agents or employees during the progress of or occasioned by the work.

**ARTICLE VIII - PERFORMANCE BOND AND MATERIAL PAYMENT BOND**

The Contractor shall furnish to the Owner a satisfactory performance bond and a satisfactory labor and material payment bond, each in the amount of the Contract, and each with corporate surety satisfactory to the Owner.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in five original counter parts the day and year first above written.

WITNESS:

By: \_\_\_\_\_

By: \_\_\_\_\_

WITNESS:

By: \_\_\_\_\_

By: \_\_\_\_\_

CONTRACTOR:

By: \_\_\_\_\_

By: \_\_\_\_\_

OWNER:

By: \_\_\_\_\_  
Mayor, City of Maple Heights

The City reserves the right to accept only such items of the bidder's proposal as it chooses. Items not accepted will be lined-out by the City. The accepted items will be specified by the City by referring to item numbers immediately preceding the validating signatures of the city officials.

The Instructions to Bidders, the Special Instructions section and the Specifications are incorporated herein and made a part hereof. This Contract is not valid until accepted and signed by the City of Maple Heights.

The City reserves the right to accept and enter into contract with the successful bidder based upon the proposal at any time within 60 days after acceptance of bid.

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

City and State \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

State where Incorporated \_\_\_\_\_

Buyer Acceptance:

City of Maple Heights, Ohio

Accepted as: Contract No. \_\_\_\_\_ P.O. No. \_\_\_\_\_  
Description:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mayor

Approved as to Form:

By: \_\_\_\_\_  
Director of Law

Funds Available:

By: \_\_\_\_\_  
Director of Finance

STATE OF OHIO )  
 )SS:  
COUNTY OF CUYAHOGA )

\_\_\_\_\_ being duly sworn, deposes and says that he is  
(Name)

\_\_\_\_\_ of \_\_\_\_\_  
(Title) (Company)  
which company has a contract with the City of Maple Heights bearing day for the

(Project Name)

Deponent further swears that the said \_\_\_\_\_ has paid in full, at the pre-  
(Company)

vailing recognized rate, and in accordance with Specifications and Contract Obligations, for all labor supplied or performed and materials furnished in connection with the performance of said work, including all Social Security Unemployment Insurance, and Sales and Use Taxes applicable thereto, and owes no one for any labor or materials in connection with the performance of said work or any of the said taxes, nor have any claims been made against the said Contractor for any unpaid material or labor with the exception of the following:

This Affidavit is made for the purpose of inducing the City of Maple Heights to make a payment under the terms of its contract relying on the trust of the statements contained herein.

Signed \_\_\_\_\_

---

Print Name and Title

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.

---

Notary



TO: CITY OF MAPLE HEIGHTS  
5353 LEE ROAD  
MAPLE HEIGHTS, OHIO 44137

PRICE PROPOSAL FOR  
**LEE-LIBBY POCKET PARK**

JOB # 18217

3/21/2019

Item	Description	Unit	Qty	MATERIAL	LABOR	TOTAL	Total Price
				Unit Price	Unit Price	Unit Price	
1	IVORY SILK LILAC TREE - 2.0 INCH CALIPER INSTALLATION	EACH	24	121	121	242	5808
2	IVORY SILK LILAC TREE - 2.5 INCH CALIPER INSTALLATION	EACH	4	121	121	242	968
3	EXCAVATOR ALLOWANCE	LUMP	1			INCL.	0
4	UNSUITABLE MATERIAL REMOVAL	TRUCK	13			50	650
5	PROJECT CONTINGENCY	LUMP	1	n/a	n/a	n/a	\$ 1,000.00
TOTAL PROJECT COST=							7426
Proposed Start Date:							MID APRIL
Number of days to Complete:							2

\*\*\*\* Note: Include ITEM 5 - PROJECT CONTINGENCY when tabulating TOTAL COST

ALL WORK AND RELATED ITEM COSTS TO INCLUDE THE FOLLOWING:

1. CONTRACTOR REGISTRATION WITH THE MAPLE HEIGHTS BUILDING DEPARTMENT
2. Conformance to GENERAL CONDITIONS
3. Conformance to DETAILED SPECIFICATIONS
4. Conformance to the PLAN " Concept Site Plan Lee-Libby Pocket Park"
5. Conformance to the STANDARD Detail "Tree Planting"

CONTRACTOR: Zscape

SIGNATURE: Wm Furtw 440-334-6667 cell

TITLE: Mgr

DATE: 3-22-19

EARLIEST STARTING DATE: 4-15-19

SUBSTANTIAL COMPLETION DATE: 4-30-19

TOTAL COMPLETION DATE BY: May 10th, 2019

E-MAIL QUOTES TO BRYAN NERO BY March 28th, 2019 at 5:00 PM

E-MAIL: nero@cvelimited.com

TO: CITY OF MAPLE HEIGHTS  
5353 LEE ROAD  
MAPLE HEIGHTS, OHIO 44137

PRICE PROPOSAL FOR  
**LEE-LIBBY POCKET PARK**

JOB # 18217

3/21/2019

Item	Description	Unit	Qty	MATERIAL	LABOR	TOTAL	Total Price
				Unit Price	Unit Price	Unit Price	
1	IVORY SILK LILAC TREE - 2.0 INCH CALIPER INSTALLATION	EACH	24	150	75	225	5,400
2	IVORY SILK LILAC TREE - 2.5 INCH CALIPER INSTALLATION	EACH	4	150	75	225	900
3	EXCAVATOR ALLOWANCE	LUMP	1	1,000	600	1,000	1,600
4	UNSUITABLE MATERIAL REMOVAL	TRUCK	13	100	-	100	1,300
5	PROJECT CONTINGENCY	LUMP	1	n/a	n/a	n/a	\$ 1,000.00
TOTAL PROJECT COST=							10,200
Proposed Start Date:							APRIL 15, 2019
Number of days to Complete:							5 days

\*\*\*\* Note: Include ITEM 5 - PROJECT CONTINGENCY when tabulating TOTAL COST

**ALL WORK AND RELATED ITEM COSTS TO INCLUDE THE FOLLOWING:**

1. CONTRACTOR REGISTRATION WITH THE MAPLE HEIGHTS BUILDING DEPARTMENT
2. Conformance to GENERAL CONDITIONS
3. Conformance to DETAILED SPECIFICATIONS
4. Conformance to the PLAN " Concept Site Plan Lee-Libby Pocket Park"
5. Conformance to the STANDARD Detail "Tree Planting"

CONTRACTOR: SUN VALLEY LANDSCAPING

SIGNATURE: [Signature]

TITLE: OWNER

DATE: MARCH 27, 2019

EARLIEST STARTING DATE: APRIL 15, 2019

SUBSTANTIAL COMPLETION DATE: APRIL 22, 2019

TOTAL COMPLETION DATE BY: May 10th, 2019

E-MAIL QUOTES TO BRYAN NERO BY March 28th, 2019 at 5:00 PM

E-MAIL: nero@cvelimited.com

**City of Maple Heights**  
**Council Expenditures over \$1,000.00**  
**Wednesday, April 17, 2019**

Date Requested	APPROVAL NUMBER	Requested By	Fund/Dept./Account	Fund	Department	Account	Beginning Department Fund Balance	Department Cost	Remaining Budget Balance	VENDOR	ITEM and DESCRIPTION	Add'l \$ Needed	Transfer from Budget Acct
	2019-039	Service Director	252-1100-55075	Amb. Billing	Police	Vehicle Repair	\$17,750.00	\$1,584.32	\$16,165.68	Liberty Ford	Replace Power Take Off Unit Police Car #4426		
Total Cost for Approval:								\$1,584.32					
	2019-040	Fire Chief	252-1200-52063	Amb. Billing	Fire	Operating Supplies	\$1,637.00	\$1,331.39	\$305.61	FireCraft Safety Products	Sensit Gold 4 Gas Detector		
Total Cost for Approval:								\$1,331.39					
	2019-041	Fire Chief	252-1200-55071	Amb. Billing	Fire	Maintenance & Repair	\$25,274.50	\$5,000.00	\$20,274.50	EMSAR	Annual Maintenance for Stryker Cots, Load Systems, and Stairchairs		
Total Cost for Approval:								\$5,000.00					
								<b>TOTAL</b>	<b>\$7,915.71</b>				

All Approved      \_\_\_\_\_ YES      \_\_\_\_\_ NO

Pull Out # \_\_\_\_\_

\_\_\_\_\_  
**Council President**



REQUEST FOR A PURCHASE ORDER

(THIS IS NOT A PURCHASE ORDER)

**CITY OF MAPLE HEIGHTS**  
Department of Administrative Services  
Purchasing Division

Date: MARCH 29, 2019

Suggested Supplier: LIBERTY FORD

Ship To: SERVICE DEPT

Address: 5500 WARRENOVILLE CIR RD

5501 DUNHAM RD

MARE LTD, OF 44137

MAPLE LHS OF 44137

Telephone No.: 2160.662.3673

[illegible]

Date Required: A.S.A.P

D.P. 252-1100-55075

Requisitioned By:

Vehicle Repair

Approved By:

(Departmental Director/Chief)

Competitive Price Quotations:

Date Received by Purchasing Division:

\$17,750.00

LIBERTY FORD INC.  
Service Quote

STQ-C

Name: CITY OF MAPLE HEIGHTS  
Address: 5353 LEE RD  
MAPLE HEIGHTS, OH 44137-2574  
  
Contact: (216) 587-9018  
Home Phone: (216) 587-9018  
Customer #: 6622633  
E-mail: VKAVALIUNAS@MAPLEHEIGHTSOHIO.COM  
Service Advisor: CLAYPOOL, BILL (5603)

Quote Date: 09:44 29MAR2019  
Make: FORD  
Model: TAURUS  
Year: 14  
Odometer: 100581  
VEHID: EG156274  
VIN: 1FAHP2MK0EG156274

Line	OpCode	Operation Description	Price
A		REPLACE THE FAILED/GRINDING PTU ASSY	1584.32

Subtotal: 1584.32  
Tax: 0.00  
Total: 1584.32

QUOTE GOOD FOR 30 DAYS.....  
FOR AN APPOINTMENT PLEASE CALL  
YOUR SERVICE ADVISOR AT 216-662-3673



(THIS IS NOT A PURCHASE ORDER)

FireCraft 55

Ship To: Maple Hts. Fire Dept.

5520 Warr. Ctr. Rd.

Maple Hts., OH 44137

Tax ID: ON FILE

TOTAL: \$ 1,331.39

Requisition By: E. Kincaid

Approved By: \_\_\_\_\_

Date Received by

Purchasing Div.

1637



2339 Westbrooke Drive  
Columbus, OH 43228  
phone: 614-487-8197 800-369-1800  
email: sales@firecraftsafety.com

# Quotation

Quote Number  
Try-It Purchase2  
Quote Date:  
Apr 9, 2019

tax ID# 20-3065738

Quoted to: Maple Heights Fire Department  
5520 Warrensville Center Road  
Maple Heights, OH 44137

Ship to:

Maple Heights Fire Department  
5520 Warrensville Center Road  
Lt. Eric Kincaid  
Maple Heights, OH 44137

Customer Purchase Order #:

Customer ID	Customer PO #	Good Thru	Payment Terms
zMaple Heights FD		5/9/19	per email / agreement

Qty	Item	Description	Unit Price*	Extension
1	TRY-IT GOLD 4-Gas	TRIAL Sensit Gold 4 Gas Detector [LEL, CO, O2, H2S] #2081		
1	Miscellaneous	purchase of Try-It Gold 4-gas, sn 02081	900.00	900.00
1	Warranty Sensit3 Use	Additional 3 Year warranty on Used Try-It 4-Gas	400.00	400.00
1	Shipping	Shipping Costs	31.39	31.39

\*Pricing is in USD and is for this quote only; it should not be assumed for future quotes or orders.  
Shipping will be added to the invoice.  
Terms are NET 30, unless otherwise specified.  
Any discount will be lost if payment is not received on time.  
\*\*Unless we have a copy of your tax-exempt certificate, sales tax may be charged.  
Thank you! We appreciate the opportunity to provide this quote for your consideration.

Total [USD]	1,331.39
+ Shipping, if not included above	



# W-9

Form  
(Rev. November 2017)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**FireCraft Safety Products, LLC**

2 Business name/disregarded entity name, if different from above

Print or type.  
See Specific Instructions on page 3.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company.

Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

5 Address (number, street, and apt. or suite no.) See instructions.

**2339 Westbrooke Drive**

6 City, state, and ZIP code

**Columbus, OH 43228**

7 List account number(s) here (optional)

Requester's name and address (optional)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

2 0 - 3 0 6 5 7 3 8

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ► *Michael*

Date ►

*4-11-2018*

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

Cat. No. 10231X

Form **W-9** (Rev. 11-2017)



## REQUEST FOR A PURCHASE ORDER

(THIS IS NOT A PURCHASE ORDER)

Date: 4/11/2019

Suggested Supplier:	EMSA	Ship To:	Maple Hts. Fire Dept.
Address:	6106 Bausch Rd		5520 Warr. Ctr. Rd.
	Galloway, OH 43119		Maple Hts., OH 44137
Telephone #	800-508-8355	Tax ID:	ON FILE

[illegible]

TOTAL: \$ 5,000.00

Date Required: ASAP

Appropriation Code: 252 1200 55071

Requisition By: FF Kautzman

Competitive Price Quotations:

Approved By:

Date Received by

\$25,274.50



6106 Bausch Road  
Galloway, OH 43119  
800-508-8355

# Quotation

Date	Quotation #
4/2/2019	195

Name / Address
Maple Heights Fire Dept 5520 Warrensville Center Road Maple Hts, OH 44137

Customer Contact		Rep	
Vito Kavaliunas		TB	
Description	Qty	Cost	Total
PM - Stryker Bronze Powered Cot	3	150.00	450.00
PM - Stryker Bronze Powered LOAD	3	150.00	450.00
PREVENTIVE MAINTENANCE SERVICE - STRYKER STAIR CHAIR	3	50.00	150.00
Labor - Repair of Stryker EMS Patient Handling Equipment		65.00	65.00
Labor and parts are in addition and charged as needed			
Miscellaneous Charge			
Estimated Labor and Parts for yearly service for all of the above pieces of equipment.	1	3,885.00	3,885.00
As an example only your total service cost 6/28/2018 for the same equipment was \$ 1,225.82 Service/Part/Labor			
That doesn't include the 2 batteries and mattress that was ordered after service within the same year.			
Thank you, Lisa Wright			
Subtotal			\$5,000.00
Sales Tax (8.0%)			\$0.00
Total			\$5,000.00