

Part C - Supplemental General Conditions

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C-1 SCOPE

These "Supplement General Conditions" amplify or modify the "General Conditions". Where any article of the "General Conditions" is supplemented hereby, the original provisions remain in effect and the supplemental portion shall be considered as added.

C-2 CLOSING OF STREETS

The Contractor shall notify the City's project Engineer seven working days in advance of the closing of the project street(s) or cross streets(s).

C-3 TRAFFIC SIGNS

Any traffic or parking signs that are to be covered, removed or relocated temporarily shall be reported by the Contractor to the authorized representative of the Division of Traffic Engineering and Parking not less than forty-eight (48) hours before such covering, removal or relocation is necessary. Where possible to locate normal signposts, the Division of Traffic and Parking will do this work at no cost to the Contractor. Where temporary mountings, such as barricades, easels, etc., are necessary to support the signs, the Contractor must furnish same. All such items shall be directed by the Division of Traffic Engineering and Parking.

Under no circumstances will the Contractor be permitted to remove any traffic or parking signs without first obtaining approval from the Division of Traffic Engineering and Parking.

All traffic and parking signs or mountings damaged by the contractor or removed without authorization must be replaced by the Contractor at his expense. If not replaced by the Contractor, The Division of Traffic Engineering and Parking will replace them and charge the cost of this work against the Contractor.

C-4 MAINTAINING TRAFFIC, ITEM 614

Before starting any work under this contract, the Contractor shall confer with the proper representatives of the Division of Traffic Engineering and Parking, the Regional Transit Authority, The City Engineering office and others who may be

affected by the carrying out of this work, and shall be covered by agreements reached at such conferences.

The Contractor shall be required to comply with the following conditions on the work site as directed by the Commissioner of Traffic Engineering and Parking of the City of Cleveland or his authorized representatives.

The Contractor shall furnish all required traffic control devices, including weight drums, traffic cones, traffic control signs, barricades, warning and flasher lights, and any and all other warning or traffic channeling devices required for the control of traffic in the construction area. Traffic control devices shall be those approved by the Commissioner of Traffic Engineering and Parking

The Contractor shall place, relocate, and remove the traffic control devices as needed with the written permission of the Commissioner of Traffic Engineering and Parking.

He shall make any and all changes of the arrangement of warning and channeling devices as required by the progress of work, and when the flow of traffic must be changed and maintained as required. These changes shall be performed as directed by and under the supervision of a representative of the Commissioner of Traffic and Engineering and Parking.

The Contractor shall provide a competent flagman or off-duty policeman to assist the flow of traffic and for the safe maneuvering of equipment and trucks used for construction work under this contract. This flagman or off-duty policeman must be on duty at all times when construction work is in progress. The flagman or off-duty policeman must be approved by the Commissioner of Traffic Engineering and Parking prior to starting work.

All barricades shall have the necessary lighting to provide a warning to approaching vehicles. These lights shall be maintained by the Contractor.

The cost of maintaining traffic as herein specified shall be included in the lump sum bid for Maintaining Traffic, Item 614.

C-5 CARE OF EXISTING UTILITIES

The type, size and location of utility mains have been indicated on the plans form available records. The Contractor shall repair, in a manner satisfactory to the

Owner; any utility main, or service damaged in the process of this work. The Contractor shall notify all owners of utilities when his work is in progress and shall make such arrangements as are necessary in the event repair should become necessary. The Contractor shall contact OUPS at 1.800.362.2764 and report the confirmation number to the Chief Engineer of Construction. Non-member utilities must be contacted directly. No extra compensation will be made for repair of any services or equipment, nor for any damage incurred through neglect or failure to provide protective barriers, lights and other devices or means required to protect such utilities.

C-6 SOIL CONDITIONS

The Mayor's Office of Capital Projects of the City of Cleveland has not made or hired a Contractor to perform soil borings for this job.

Subject to the convenience of the City, prospective bidders will be permitted to explore the site by making borings. In such event, the work shall be done at the sole expense and risk of the bidder, and he shall maintain and restore the site to a condition of safety.

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 City makes no guarantee, either expressed or implied, as to such ground conditions.

The Contractor agrees that he will make no claim against the City, if, when carrying out the work, he finds the actual subsurface conditions encountered do not conform to those indicated by said borings, test excavations and other subsurface investigations.

C-7 DIMENSIONS, SHOP DRAWINGS AND ELEVATIONS

Figured dimensions on drawings shall take precedence over measurements by scale, and shop drawings are to take precedence over general drawings and shall be considered as explanatory of them and not as indicating extra work. If, however, any of the shop drawings show more elaborate or expensive work than is specified and indicated by the contract drawings, notice thereof must be given to the Administrator Bureau Manager of Engineering and Construction by the Contractor within ten (10) days after the receipt such additional expense on account such work may be adjusted and authorized. If the Administrator Bureau

Manager of Engineering and Construction does not receive such notice, in writing, from the Contractor within ten (10) days after shop drawings have been received by him it is agreed that the Contractor accepts the drawings and will execute them without claim for extra compensation.

The figures given in the Contract or upon the Contract drawings after the word "elevation", or an abbreviation of it shall mean distances in feet above Sea Level Datum. Example: 574.80 = 0 on old city base.

C-8 EXCLUSION OF WATER

The Contractor shall provide all necessary pumps, pipes, drains, ditches and other means for removing water from excavations or other parts of the work, or for preventing the sides from sliding or caving, and he shall remove the water. He shall provide additional pumps or drains at any place where the Engineer shall deem them necessary.

C-9 FIELD OFFICE

The contractor shall erect and make available for the exclusive use of the City Engineers and Inspectors an 8' x16' field office building and toilet facilities at such point at the site of the work as the City may designate or approve. The Contractor will be permitted to use a suitable trailer of equivalent size in place of a building.

The building shall be of sound construction, weather-tight and in all ways suitable for the purpose intended. It shall be properly equipped with a wood floor, lights, screens, doors, and a heating system, if necessary.

The building shall be furnished with a desk, chairs, filing cabinet, rack for plans, benches, work table, and such other furniture and equipment as would normally be required for a building of this character. A phone shall be installed.

Water for drinking and washing shall be furnished by the Contractor; and if piped water is not available, water shall be furnished and stored in proper containers.

The field office shall have provisions for maintaining a temperature between 68F and 80F with lighting and electrical outlets.

The building shall be neatly painted dark gray or such other color as the Engineer may approve.

Before starting work on the building, the Contractor shall furnish to the Administrator Bureau Manager of Engineering and Construction of the City of Cleveland a general plan description of the proposed structure and its furnishings and shall not do any work until the type of building and the site have been approved.

The erection of the office building as herein described shall be one of the first duties of the Contractor, and the building shall be available for use before any part of the construction project is started. The erection, furnishing and maintaining of the office building and facilities as herein described shall be included in the lump sum bid price for Field Office, Item 619.

The office building shall remain the property of the Contractor, and upon the completion and final acceptance of work done under the Contract, The Contractor shall remove the building facilities from the premises and clean up the site. The Contractor shall provide suitable toilet facilities near the field office.

C-10 TOILET FACILITIES

The Contractor shall furnish suitable toilet facilities for the workers on the project.

C-11 PROJECT SIGNS

Before commencing work in this project the Contractor shall furnish erect and maintain two (2) signs on the project in the locations directed by the Engineer. The signs shall remain in the place until all work on the project has been completed.

Graphics program will be provided in electronic form by the Division of Traffic Engineering Sign Shop. Contact Mr. Greg McKee at 216-664-8286. No modifications to final format will be permitted.

Employ the services of a sign fabricator which is acceptable to the City of Cleveland, Division of Traffic Engineering. Request and receive approval from Greg McKee for vendor used prior to onset of production.

Fabricate project identification signs to the following minimum standards:

Use only vinyl coated plywood panels (MDO) 4'-0" x 8'-0", smooth on one side, free from knots and imperfections.

For 8'-0" x 12'-0" signs, use (3) panels, mounted vertically and abutted to provide hairline joints. Use vinyl H caps and C caps on panel edges.

All graphics artwork shall be produced on large format inkjet equipment using ultraviolet ray resistant outdoor ink applied to minimum 3 mil. Vinyl sheet for application.

Finished panels shall be lag mounted to 2 x 4 wood frame for rigidity. Framed sign shall be mounted to 4 x 4 wood posts which are properly braced to withstand normal wind load anticipated.

No other signage or advertising will be permitted by the Contractor or his subcontractors.

The project identification sign (s) shall be removed at the time of final acceptance, unless the Engineer orders their prior removal.

Contractor shall return project identification signs to the City of Cleveland, Division of Traffic Engineering Sign Shop, less wood framing, at no additional cost to the owner.

No refund or otherwise shall be paid for the sign when returned, and it shall remain the property of the City of Cleveland.

C-12 GRANITE CURB REMOVED

When existing granite curb has to be removed and replaced with concrete curb, the following method of disposal shall be used. The curb is to remain the property of The City of Cleveland. This curb shall be delivered to the Division of Streets storage yard, Eaton Building, 2301 East 65 Street, Cleveland, Ohio

C-13 DISPOSAL OF CASTINGS

All monument box frames and/or covers removed shall become the property of the Contractor and removed from the construction site. All other Municipal-owned castings are to remain the property of the respective departments of the City of Cleveland. These castings shall be delivered to the owning department's storage yard as directed by the Engineer.

When an existing tree is to remain in an area which will receive sidewalk, the contractor shall form a pocket around the tree to the size shown on the plans or the size directed by the Engineer.

C-14 Not Used

C-15 TREE AND/OR STUMP REMOVAL

All work performed under this item shall conform with the State of Ohio Department of Transportation Construction and Material Specifications Item 201, latest edition, as modified herein. The engineer shall mark all trees and stumps, or stumps to be removed under this item. All stumps shall be removed to a minimum of one (1) foot below the finished grade. The Contractor shall fill the remaining void, as directed by the Engineer, as part of this item.

All trees and stumps, or stumps, removed shall be classified and paid for as follows:

MEASURED TREE SIZE	PAY DESIGNATION
Under 12"	12"
12" to 24"	18"
24" to 36"	30"
36" and larger	36"
Stumps regardless of size	Each

C-16 APPROXIMATE QUANTITIES

The quantities of work to be done or material or equipment to be furnished as given for each item in the Fixed Price Schedule and in the Bid Form are approximate only and are assumed solely for the comparison of proposals. They are not guaranteed to be accurate statements and quantities to be performed or furnished under the Contract, and any departure therefrom will not be considered as valid grounds for any claims for damage or for loss of profits.

C-17 MATHEMATICAL ERRORS

If the bidder makes any mathematical error(s) the City will correct those errors based upon the following criteria. The unit prices for labor and material stated on the bid sheet by the Contractor shall be accepted as being correct.

The actual sum of these two (2) figures and the extension based upon the bid quantity shall then govern. The unofficial total shall be revised accordingly. The City also reserves the right to correct any mathematical errors in the summation of the bid item extensions

Where subtotals or totals are transferred from one sheet to another sheet the City reserves the right to correct any errors made in transferring (recopying) the figures, as the intent to the bid form is that these figures be the same. If the correction of any errors has an effect on the award of the bids, only the directly effected bidders will be notified in writing of the changes.

C-18 DRAY SLIPS

General

The Contractor shall have a tested and sealed scale which has a device that will automatically print on each dray slip the gross and tare weight for each load of asphalt or concrete

The scale shall be certified by the Division of Markets, weights and Measures of the City of Cleveland. The scale shall be tested at least once every six (6) months.

Payment Procedures

The Contractor shall file with the Engineer the proper dray slips for materials which is to be paid for on a cubic yard or weight basis. No material shall be delivered to the job without these dray slips with the printed weights on them.

Asphaltic Materials

Dray slips for asphaltic material shall indicate whether limestone or slag was used as a coarse aggregate.

C-19 SEALING GUTTERS, JOINTS, AND CASTINGS

All gutters, joints, merger joints and castings shall be sealed.

C-20 SPECIAL WORKING CONDITIONS

Any street or section of street stripped shall be resurfaced prior to the suspension of asphalt work due to weather limitations as per Ohio Department of Transportation Construction and Material Specifications 401.05.

C-21 SUPERVISION

The Contractor shall keep on his work at all times during its progress, a competent superintendent and all necessary assistant. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Important directions shall be confirmed on written request in each case.

The superintendent shall have a minimum of three (3) years experience in the supervision of construction and be subject to the approval of the Engineer. In the event the Contractor changes the superintendent of the work he shall notify the Engineer immediately. This new superintendent shall meet all the requirements of this section.

C-22 APPROVAL AND ACCEPTANCE

Upon the completion of the work as herein provided, the Contractor shall notify the City, in writing, that the installation has been completed and is ready for performed test.

The performance test may then be conducted, as elsewhere specified, and the successful operation of the plant during such test shall be considered as indicating that the plant and its appurtenances have been completed within the meaning of these specifications.

The final estimate shall not be paid until the performance test has been satisfactorily completed, and the guarantee period shall begin immediately upon the successful completion of such performance test and not before.

C-23 COMPLETION OF WORK DEFINED

The completion of the work included under this contract is defined, for the purposes of determining liquidated damages, as that stage when all of the structures and appurtenances have been completed, tested and are, in the

opinion of the Director, ready for continuous permanent use and occupancy for the purpose intended. After this date, there may still remain some grading, cleaning up, or other minor work which is not immediately required for the operation of the new facilities.

C-24 CONSTRUCTION SCHEDULE

The Contractor shall furnish the Engineer four (4) copies of his construction schedule within fourteen (14) calendar days after the date of execution of the Contract. The total construction time required to complete the work, as stated in the Contractor's bid, shall be scheduled according to standard CPM or PERT methods.

C-25 LIQUIDATED DAMAGES

In case of delay in the completion of the work beyond the time stipulated, The City shall retain from the moneys that are due or that may become due the Contractor an amount equal to that stated below for each calendar day by which the time of completion of the work is delayed beyond the item stipulated in the proposal, and such amount so to the retain is hereby agreed to be liquidated damages accruing to the City incident to such amount, which as stated below shall govern.

Contract _____ Dollars (\$ _____)

Original Contract Amount (Total Amount of the Bid) Amount of Liquidated Damages to be deducted for each calendar day of overrun in Time.

<u>FROM MORE THAN</u>	<u>TO AND INCLUDING</u>	
\$0	\$50,000	\$25.00
50,001	100,000	40.00
100,001	300,000	100.00
300,001	500,000	200.00
500,001	750,000	325.00
750,001	1,000,000	450.00
1,000,001	1,500,000	625.00
1,500,001	2,000,000	875.00
2,000,001	OVER	1,000.00

Note: A. The Contractor number will be assigned after the contract is awarded.

The amount of liquidated damages will be entered after the tabulation of the bids in accordance with the above schedule.

C-26 DEMOLITION MATERIAL

Demolition material such as asphalt, concrete, brick stone other masonry, steel, iron, etc., and excess excavated materials, shall be hauled away front he construction site and disposed of in a landfill site approved by the local government authority. The Contractor shall identify the landfill and/or

reclaim/recycle site location and owner and shall submit a copy of the site permit issued by the local governmental authority to the Engineer. The requirements are the same for the Contractor's owned site. No material shall be removed from the project site prior to the approval of the disposal site by the Engineer.

The Contractor shall also submit dray slips to the Engineer from the operator of the disposal site for all materials removed from the project site. The cost involved shall be included in the price bid for the related or appropriate pay items.

C-27 SAFETY REQUIREMENTS - STATE OF OHIO

The safety requirements of the State of Ohio, Ohio Administrative Code, Chapter 4, 121:1-3, will be enforced during the contract term. The Ohio Bureau of Workers' Compensation, Division of Safety and Hygiene, book entitled Specific safety Requirements of the Ohio Bureau of Workers' Compensation relating to Construction is hereby incorporated in these specifications.

C-28 STANDARD CONSTRUCTION DRAWINGS

The project title sheet contains a list of the standard construction drawings for this project. A copy of each drawing is included in the plans.

C-29 COLD WEATHER WORK

When placing concrete or any other operation during cold weather (less than 35 degree Fahrenheit.) the Contractor shall provide proper cold weather protection, as accepted by the Engineer, at no additional cost to the City.

C-30 SUPPLEMENT TO PART A-10 UNACCEPTABLE BIDS

The following note is removed from the General Conditions, Part A-10:

"No bid will be accepted from, or contract awarded to, any person, firm or corporation that is in arrears or is in default to the City of Cleveland upon any debt or contract, or that is a defaulter as surety or otherwise, upon obligation to said City, or has failed to perform faithfully any previous contract with the City."

C-31 SUPPLEMENT TO PART B-2 DEFINITIONS

The following definition is removed from the definitions listed in Part B-2:

“Resident Employment Requirement” means the percentage of Construction Worker Hours Residents must work, as required by Section 188.02.”

C-32 SUPPLEMENT TO PART B-7 STORAGE OF MATERIALS

The following is added to Part B-7:

“e. Duration of site storage shall be kept to a minimum. Deliveries shall be scheduled with the associated Work activity (s).

f. Warehouse all electrical and motor operated equipment or place in job site trailers.

g. Equipment with mechanical moving parts shall be properly stored in job site trailers or offsite in a warehouse.

h. Material that will not be allowed as stored material for pay estimates are conduit, wire/cable, conduit fittings, fasteners, hangers or other materials that are readily consumed by the progress of work.

‘Skilled and Unskilled Construction Trade Worker’ shall mean all work site foremen, journey workers, including technical engineers, apprentices, construction trainees and elevator construction helpers and apprentices that are in a bona fide apprenticeship training program that is certified by the U.S. Department of Labor, Bureau of Apprenticeship and Training. Also included are other workers appropriate for construction activities. Salaried superintendents are excluded.”

C-33 SUPPLEMENT TO PART B-29 PREVAILING RATES OF WAGES

The prevailing rates of wages detailing to be determined by the Department of Industrial Relations, Division of Building and Factory Inspection, of the State of Ohio in Part B-29, subpart a., b., c., d. notwithstanding, is to be replaced with the prevailing Davis-Bacon federal wages rates.

C-34 SUPPLEMENT TO PART B-42 EQUAL EMPLOYMENT CLAUSE

Notes 5, 6, and 7 of this provision does not apply to this project. Federal Procurement Provisions specified and referenced in this manual shall govern.

C-35 SUPPLEMENT TO PART B-43 COMPLIANCE WITH THE CLEVELAND AREA BUSINESS CODE

This provision does not apply to this project. Federal Procurement Provisions

specified and referenced in this manual shall govern.

**C-36 SUPPLEMENT TO PART 44 - FANNIE M. LEWIS CLEVELAND
RESIDENT EMPLOYMENT LAW**

This provision does not apply to this project. Federal Procurement Provisions specified and referenced in this manual shall govern.

C-37 CITY REMEDIES

All rights and remedies granted to the City in this Contract and any other rights and remedies which the City may have at law and in equity are declared to be cumulative and not exclusive and the fact that the City may have exercised any remedy without terminating this Contract shall not impair the City's rights later to terminate or to exercise any other remedy granted or to which it may otherwise be entitled.

**C-38 LPA (LOCAL PUBLIC AUTHORITY) ADDITIONAL PROVISIONS TO
THE CITY GENERAL PROVISIONS**

The CONTRACTOR is required to perform all ODOT provisions in the Section 100, "Required Additional Provisions for LPA's Using Their Own General Provisions", as detailed in the following ODOT documents, in addition to the requirements set forth in Section Part B-General Conditions.

**C-39 Public Liability, Property Damage and Automobile Insurance
Section 18 b.**

Change Property damage from \$200,000 to \$1,000,000 per occurrence.