

# **CITY OF WARRENSVILLE HEIGHTS**



CONTRACT DOCUMENTS

FOR

## **RICHMOND & HARVARD STREET LIGHTING MATERIAL PROCUREMENT**

Prepared by:



5595 Transportation Boulevard  
Garfield Heights, Ohio 44125

Project No. 2023135.07

Advertised: 5 October 2023  
12 October 2023

Bids Due: 20 October 2023 @ 11:00 am

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Prevailing Wage Rates

## LEGAL NOTICE

Notice is hereby given that sealed bids will be received by the Finance Director of the City of Warrensville Heights at City Hall, 4743 Richmond Rd. Warrensville Heights, Ohio 44128 until **11:00 am local time on Friday, October 20, 2023** for furnishing all labor and materials for the following project in accordance with the specifications on file for inspection at the office of the Engineer of said City. These documents may only be obtained through the office of GPD Group by emailing [nfini@gpdgroup.com](mailto:nfini@gpdgroup.com) and requesting access for **digital download only**. Digital documents will be provided free of charge. Questions should be directed to Nick Fini at GPD Group (216) 214-7634.

### THE CITY OF WARRENSVILLE HEIGHTS, OHIO RICHMOND & HARVARD STREET LIGHTING MATERIAL PROCUREMENT

Each bidder is required to furnish with its proposal a Bid Guaranty and Contract Bond in accordance with Sections 153.54 of the Ohio Revised Code. Bid security furnished in Bond form, shall be issued by a Surety Company or Corporation licensed in the State of Ohio to Provide said surety.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each Bidder must submit evidence of its experiences on projects of similar size and complexity.

All contractors and subcontractors involved with the project will to the extent practicable use Ohio products, materials, services and labor in the implementation of their project. Additionally, contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code Chapter 123, the Governor's Executive Order of 1972 and Governor's Amended Executive Order 84-9. All Contractors and sub-Contractors must be registered with the City.

Bidders must comply with the prevailing wage rates on Public Improvements in Cuyahoga County and the City of Warrensville Heights, Ohio as determined by the Ohio Department of Commerce, Bureau of Wage and Hours Administration, 614.644.2239.

Bids shall be submitted to the **Finance Director** in sealed envelopes with the **Project Name** and **Bidder contact information** clearly marked on the outside.

The City reserves the right to reject any and all bids, waive any irregularities in the bids and accept the bid deemed most favorable to the City.

By order of the Council of the City of Warrensville Heights.

Karen Howse,  
Finance Director

Ted Sims,  
Director of Public Service

ADV: October 5, 2023  
October 12, 2023  
Sun Messenger, Sun Press, Cleveland.com

CITY OF WARRENSVILLE HEIGHTS, OHIO  
BID PACKAGE CHECKLIST

**FOR: RICHMOND & HARVARD STREET LIGHTING MATERIAL PROCUREMENT**

Please Note: The following items are to be included in your bid package. The required items are to be ORIGINALS and must be SIGNED by the proper authority representing your company:

Bid Form -- Signed

Agreement Relative to Separate Consideration for Incorporation of Tangible Personal Property - Signed

Non-Collusion Affidavit - Signed and Notarized

Statement Regarding Personal Property Taxes - Signed

Information Showing Qualifications of Bidder - Signed

Listing of ALL Subcontractors to be used on the project - Signed

Warrensville Heights Business Participation Report

Bid Bond

Unresolved Findings for Recovery Certification

## **INSTRUCTIONS TO BIDDERS**

### **A. SEALED BIDS**

Sealed bids for "**RICHMOND & HARVARD STREET LIGHTING MATERIAL PROCUREMENT**" for the City of Warrensville Heights will be received by the Finance Director, 4743 Richmond Road, Warrensville Heights, Ohio 44128 until **11:00 A.M. on Friday, 20 October 2023**. Said bids shall be enclosed in an opaque sealed envelope and marked "**RICHMOND & HARVARD STREET LIGHTING MATERIAL PROCUREMENT**" and shall bear the name of the bidder.

### **B. DEFINITIONS**

Wherever the word "Owner" occurs herein, it shall mean the City of Warrensville Heights or its duly authorized representative.

Wherever the words "Municipal Authority", occurs herein it shall mean the Mayor of the City of Warrensville Heights or his duly authorized representative.

Wherever the word "Engineer" occurs herein, it shall mean the City Engineer of the City of Warrensville Heights.

Wherever the word "Contractor" occurs herein, it shall 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.

### **C. BID FORM**

Each proposal shall be made on the attached "**Bid Form**" which shall be signed with the full name and address of the individual, proprietorship, partnership, or corporation submitting same. The bid of a proprietorship shall be signed by the owner, the bid of a partnership shall be signed by one of the general partners, and the bid of a corporation shall be signed by a duly authorized officer thereof stating his title. No bid may be withdrawn after delivery to the Owner. The Bidder may, at its discretion, add other pertinent facts or data that it might deem desirable, but its bid **MUST BE ON THIS BID FORM**.

### **D. PROPOSAL GUARANTY**

No proposal will be considered unless accompanied by a bond or certified check drawn on a solvent bank and made payable to the Owner in an amount not less than ten (10) percent of the Bidder's Proposal, conditioned upon execution of the contract and the furnishing of a performance bond and labor and material bond both in the forms attached hereto in the event the contract is awarded to the bidder.

### **E. CONSIDERATION OF PROPOSALS**

The Owner reserves the right to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the judgment of the awarding authority the best interests of the Owner will be promoted by such action.

**F. AWARD OF CONTRACT**

The award of the contract, if it is awarded, will be made within sixty (60) calendar days after the opening of proposals to the lowest and best bidder whose proposal complies with all the requirements prescribed. In no case will an award be made until all necessary investigations are made as to the responsibility of the bidder to whom it is proposed to award the contract. The successful bidder will be notified by letter mailed to the address shown in the proposal, stating that its bid has been accepted and that it has been awarded the contract.

**G. CANCELLATION OF AWARD**

The Owner reserves the right to rescind the award of any contract at any time before the execution of the said contract by all parties, without any liability against the Owner.

**H. RETURN OF PROPOSAL GUARANTY**

All proposal guaranties, except those of the three lowest bidders, will be returned within sixty (60) days following the opening and checking of the proposals. The retained proposal guaranties of the unsuccessful of the three lowest bidders will be returned within sixty (60) days following the award of the contract to the successful bidder. The proposal guaranty will be returned to the successful bidder after it has furnished satisfactory performance and labor and material bonds and has executed the contract.

**I. REQUIREMENT OF PERFORMANCE BOND AND LABOR AND MATERIAL BOND**

Within ten (10) days after it has received notice of the award of the contract, and before entering into a contract, the successful bidder shall furnish (1) a performance bond in the form provided in the full amount of his proposal, which bond shall cover the entire contract and (2) a Labor and Material bond in the form provided herein.

**J. EXECUTION OF CONTRACT**

The successful bidder shall sign and return the contract, together with the bonds and other required contract documents, within ten (10) days after the bidder has received notice that the contract has been awarded. No proposal shall be considered binding upon the Owner, until the execution of the contract. If the Owner does not execute the contract within twenty (20) days following receipt from the bidder of the required contract documents, the bidder will have the right to withdraw its bid without prejudice.

**K. FAILURE TO EXECUTE CONTRACT**

Failure to execute the contract and file the acceptable bonds shall be just cause for the cancellation of the award and the forfeiture of the proposal guarantee (bid bond or bid check) which shall become the property of the Owner, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the Work may be re-advertised as the Owner may decide.

**L. CONTRACTOR'S INSURANCE**

The Contractor shall take out and maintain during the life of the contract, such Public Liability (Bodily Injury and Property Damage) Insurance as shall protect contractor and any subcontractors performing work covered by the contract from claims for damages, for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under the contract, whether such operation be by itself or by any subcontractor or by anyone directly or indirectly employed by either of them. The contractor shall maintain coverage of the types and in the amounts as specified below. The policy shall name the Owner as an additional named insured. Proof of such insurance coverage shall be evidenced by submitting a certificate of insurance.

The amounts of such insurance shall be as follows:

**BODILY INJURY LIABILITY**

EACH PERSON	\$1,000,000.
EACH ACCIDENT	\$2,000,000.

**PROPERTY DAMAGE LIABILITY**

EACH ACCIDENT	\$1,000,000.
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Such insurance shall remain in full force and effect during the life of the contract.

**M. WAGE SCALE AND LABOR**

Warrensville Heights requires that no less than prevailing wages be paid to all laborers, workmen, or mechanics employed in the Work unless higher or lower rates are specified in the contract documents. The minimum wage to be paid to all laborers, workmen and mechanics employed on the Work shall be in accordance with the Schedule of Prevailing Hourly Wage Rates as ascertained and determined by the Ohio Department of Industrial Relations in accordance with Chapter 4115 of the Ohio Revised Code. Said wage rates are hereby attached and made part of this document.

**N. NON-COLLUSION AFFIDAVIT**

The Non-Collusion Affidavit, which is part of the bidding documents, shall be properly executed and notarized.

**O. QUALIFICATION OF BIDDER**

The bidder must furnish on the form attached hereto that is a part of the bidding document information relative to the facilities, ability, and financial resources available for the proper fulfillment of the Work.

**P. SUBCONTRACTORS**

The bidder shall state on the appropriate contract form the names of all subcontractors proposed and the items of work they are to be assigned. All work not assigned to a subcontractor shall be assumed by the Owner to be performed by the bidder.

The Owner reserves the right to approve all subcontractors proposed by the bidder. If the Owner, after due investigation, rejects the use of a proposed subcontractor, the apparent successful bidder may either submit an acceptable substitution without increase in bid price or decline substitution and withdraw its proposal without sacrificing his bid security. Any listed subcontractor to whom the Owner does not make written objection prior to award of contract shall be deemed acceptable to the Owner.

Requests by the bidder for changes of subcontractor after the award of contract shall be subject to the Owner's approval and shall not change the contract bid prices.

**Q. ESTIMATES**

Payment for the Work will be made in the following manner and conditions:

The Contractor shall submit monthly estimates of the amount, in its opinion, of the Work completed to date.

The Engineer shall review the monthly estimates, make such changes as he deems appropriate and total the amount of work completed on the project as of the date submitted.

The Engineer shall then subtract eight percent (8%) of the first 50% of the total contract work completed to date, which shall be retained as described below.

The Engineer shall then subtract from the total derived from the paragraph above, all previous payments made to the contractor for prior monthly estimates. This total amount remaining and due the Contractor for work completed shall be paid to the Contractor by the Owner not less than forty five (45) days from receipt of the estimate by the Engineer. The approval of any estimates, or payment made shall not be taken or construed as an acceptance of worth so estimated. The eight percent (8%) of the first 50% remaining unpaid will be retained as a guarantee that the Contractor will faithfully and completely fulfill all of the obligations and conditions imposed by the contract and specifications and will pay any damages caused by reason of any failure on the part of said Contractor to fulfill all the conditions and obligations herein contained. In case the Contractor fails to comply with the terms of these specifications or fails to comply with the orders or directions of the Engineer herein provided for, the Owner reserves the right, and the Contractor hereby assents to the same, of withholding the payment of any monthly estimate until the terms, orders, or directions are complied with to the satisfaction of the Engineer.

Upon completion of this work as required by the contract and to the satisfaction of the Engineer, the monies earned, which are retained, shall be due and payable.

All estimates made prior to the final estimate shall be subject to correction at the time of the final estimate and final payment.

**R. AFFIDAVIT OF CONTRACTOR**

The Affidavit of Contractor, which is part of the bidding documents, shall be properly executed and notarized as required.

**S. AFFIDAVIT OF COMPLIANCE PREVAILING WAGES**

The Affidavit of Compliance Prevailing Wages, which is part of the bidding documents, shall be properly executed, notarized, and submitted to the owner before the surety is released or final payment due.

**T. CONSENT OF SURETY FOR FINAL PAYMENT**

The Consent of Surety for Final Payment, which is part of the bidding documents, shall be properly executed, notarized and submitted to the owner prior to the final estimate.

## **GENERAL CONDITIONS**

### **SHOP DRAWINGS**

Six (6) copies of all shop drawings, schedules and similar documents, as required, must be furnished to the Engineer. Approval by the Engineer shall in no way relieve the Contractor from responsibility for proper measurements, fitting, and construction of the work, nor from the necessity of furnishing materials or workmanship required by the Engineer's drawings and specifications, which may not be indicated on shop drawings, etc. when inspected.

### **CERTIFICATIONS OF MATERIALS AND CONFORMANCE TO SPECIFICATIONS**

The Contractor shall furnish the Engineer a manufacturer's certification that the material he purchased conforms to the required specifications. Each certification shall specify the amount delivered. The delivery of any material hereunder which does not, in all respects, conform to the specifications will be rejected and the Contractor shall be notified at once of such rejection and the reason, therefore, which shall be confirmed in writing. If the said Contractor fails to effect immediate replacement of such rejected materials with materials meeting the requirements of the order, and of these specifications, the City will purchase in the open market material of the character required under the order up to the amount rejected and the said Contractor and his surety shall be liable to the City thereby.

### **SCHEDULING**

It is the intent of these specifications that **all material** shall be delivered within **90 calendar days** of receipt of authorization to proceed. The Engineer shall revise the time frame that all work is to be completed, should any scheduling conflicts occur.

### **TIME FOR COMPLETION**

Work on this contract shall commence within ten (10) working days from the date of notice of authorization to proceed.

The work shall be carried on with such force and in such manner and order and at such points that within the number of calendar days as set forth in the bid form, or as may be modified or extended as mutually agreed upon, and as computed from the date of notice of authorization to proceed, the whole work shall be performed, or material delivered.

It is mutually agreed by and between the parties hereto that time is an essential part of this contract and that if the Contractor shall fail to deliver the material as herein provided within the time fixed, or extended as mutually agreed upon, the City may retain as liquidated damages incident to such delay, from the monies which are or may become due said Contractor, and every calendar day the completion of the work be delayed beyond the time set forth herein for such completion.

It is agreed by and between the parties hereto that inasmuch as expenses and inconveniences and other damages will be sustained by the City in the event that said

Contractor fails to perform the work herein specified within the time herein set forth, such as inconvenience to the public, engineering expenses, interest charges, wages of clerks, salaries of inspectors, delay caused to other work by failure to perform this contract, and other elements, some of which are indefinite and, in some cases, in susceptible of easy proof, an amount equal to that stated below for each calendar day's delay shall be considered as liquidated damages and not as a penalty and shall become due said City as full payment for all such expenses and damages sustained by it by the failure of the Contractor to complete the work as herein specified.

Original Contract Amount (Total Amount of the Bid)		Amount of Liquidated Damages to be Deducted for each Calendar Day of Overrun in Time
From More Than	To and Including	
\$0.00	\$500,000	\$450
\$500,000	\$2,000,000	\$650
\$2,000,000	\$10,000,000	\$1000
\$10,000,000	\$50,000,000	\$1,700
Over \$50,000,000		\$3,100

### **COORDINATION OF PLANS, SPECIFICATIONS, GENERAL PROVISIONS AND DETAIL SPECIFICATIONS**

These specifications, the plans, general provisions, detail specifications, and all supplemental documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; specifications will govern over plans; and supplemental documents will govern over both.

The Contractor shall take no advantage of any apparent error or omission in the plans or specifications. In the event the Contractor discovers such an error omission, he shall immediately notify the Engineer.

The Engineer will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

### **AUTHORITY OF THE ENGINEER**

The Engineer will decide all questions which may arise as to the quality and acceptability of materials furnished. He will decide all questions which may arise as to interpretation of the plans, specifications and other contract documents. He will decide all questions as to the acceptable fulfillment of the contract on the part of the Contractor.

### **LAWS TO BE OBSERVED**

The Contractor shall keep fully informed of all Federal, State and local laws, ordinances, and regulations and all orders and decrees of authorities having any jurisdiction or authority, which in any way affect those engaged or employed on the work, or which in

any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the City and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

The Contractor agrees that in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no Contractor or Sub-Contractor, nor any person acting on behalf of such Contractor or Sub-Contractor, shall, by reason of race, sex, creed or color, discriminate against any citizen of The United States in the employment of labor or workers, who is qualified and available to perform the work to which the employment relates.

That no Contractor, Sub-Contractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, sex, creed or color.

### **SCOPE OF PAYMENT**

The Contractor shall receive and accept compensation provided for the contract as full payment for furnishing all materials under the contract in a complete and acceptable manner and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof.

### **SPACE FOR STORAGE OF MATERIALS**

The City shall not be responsible for any materials and equipment stored on private property.

### **APPROVAL AND ACCEPTANCE**

Upon completion of material delivery to City property, the Contractor shall notify the City, in writing, that the work has been completed.

### **FINDINGS FOR RECOVERY CERTIFICATION**

Ohio law prohibits any state agency or political subdivision from awarding a contract, in excess of twenty-five thousand dollars (\$25,000.00), for goods, services, or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. Persons or entities contracting with a political subdivision, including the City of Warrensville Heights, must certify that an unresolved finding for recovery has not been issued against the persons or entities. A Findings for Recovery Certification is included with these specifications.

### **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 extensions 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 a written cost estimate for the proposed change. The Engineer's approval of the estimate will be in the form of a change order issued by the Owner to the contractor 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 Owner and Contractor in writing.

Case C: By cost plus percentage or by cost plus a fixed fee.

Note: The choice of Case A, B and/or C lies with the Engineer.

Under "C" case, the Contractor shall keep and present in such form as the Engineer may direct, a correct account of the net cost of labor and materials, together with vouchers. In any case, the Engineer shall certify to the amount, including reasonable allowance for overhead and profit due the Contractor.

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.

Where the Contractor deems extra compensation is due 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 beginning the work on which such claim is based. 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.

The Engineer shall have authority, by either verbal or written orders, to make 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 Owner, and no claim for an addition to the contract sum will be valid unless so ordered.

# DETAIL SPECIFICATIONS

## FOR

### RICHMOND & HARVARD STREET LIGHTING MATERIAL PROCUREMENT

- Except as modified by the Project Specifications, Plan Notes, Plan Details or Ordinances of the City of Warrensville Heights, construction materials and procedures shall be in accordance with the 2019 State of Ohio, Department of Transportation (ODOT), Construction and Materials Specifications (CMS). If conflict occurs, the Engineer shall determine the governing authority.
- The latest edition of the "American Society of Testing Materials" manual, including all General Provisions contained therein, shall be included in the project unless specifically amended hereinafter. All references to "A.S.T.M" and/or ASTM Specifications shown herein refer to items in the said specification.
- The work contemplated under the contract for the RICHMOND & HARVARD STREET LIGHTING MATERIAL PROCUREMENT shall include the furnishing of all material, labor, superintendence, and services for and incidental to the delivery and storage of material proposed by this contract as specified herein.

### **SCOPE OF WORK**

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The work embraced by this contract generally consists of, but is not limited to the following:

The purchasing and delivery of light poles, luminaires, and electrical service cabinet (including components). Material shall be delivered and stored on City property, location to be provided.

The following is a breakdown of material to be purchased under this contract:

#### Base Bid

##### Richmond Road

- 12 light poles
- 24 luminaires (2 per pole)

##### Harvard Road

- 7 light poles
- 14 luminaires (2 per pole)

#### Alternate Bid

##### Electrical Service Cabinet

## **PAY ITEMS**

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### **ITEM 1 – LIGHT POLE – RTA30D7B4-BA (OR APPROVED EQUAL)**

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Payment for this item shall be made at the unit price bid per each pole, which price shall constitute full compensation for purchase and delivery of all material, including any and all equipment, materials, and labor required to deliver the poles to the owner.

Any items requested to be used as an “Approved Equal” to the specified product, must be submitted for the owner’s review and approval prior to purchase and delivery of any material, and must be included with the Bidder’s proposal, in sufficient detail to allow a determination to be made by the owner.

The proposed poles shall be round tapered aluminum poles as manufactured by HAPCO, with the following requirements:

- Model = RTA30D7B4-BA
- Type = Round tapered aluminum
- Mounting = Concrete base
- Vibration damper to match existing bolt circle

### **ITEM 2 – LUMINAIRE – ICM-E06-LED-480-T3-BK/VA1015-BK/VA1034-BK**

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Payment for this item shall be made at the unit price bid per each luminaire, which price shall constitute full compensation for purchase and delivery of all material, including any and all equipment, materials, and labor required to deliver the luminaires to the owner.

Any items requested to be used as an “Approved Equal” to the specified product, must be submitted for the owner’s review and approval prior to purchase and delivery of any material, and must be included with the Bidder’s proposal, in sufficient detail to allow a determination to be made by the owner.

The proposed luminaires shall be roadway luminaires as manufactured by Cooper Lighting, with the following requirements:

- Model = ICM-E06-LED-480-T3-BK/VA1015-BK/VA1034-BK
- Type = Roadway Luminaire
- Mounting = Pole
- Lamps = 21 LED light bars
- Volts = 480
- Driver = 350 mA drive current
- Total VA per Fixture = 159

### **ITEM 3 – POWER SERVICE CABINET**

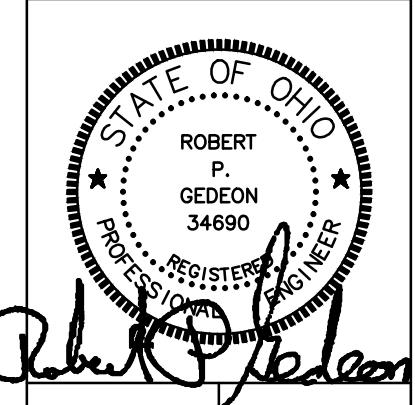
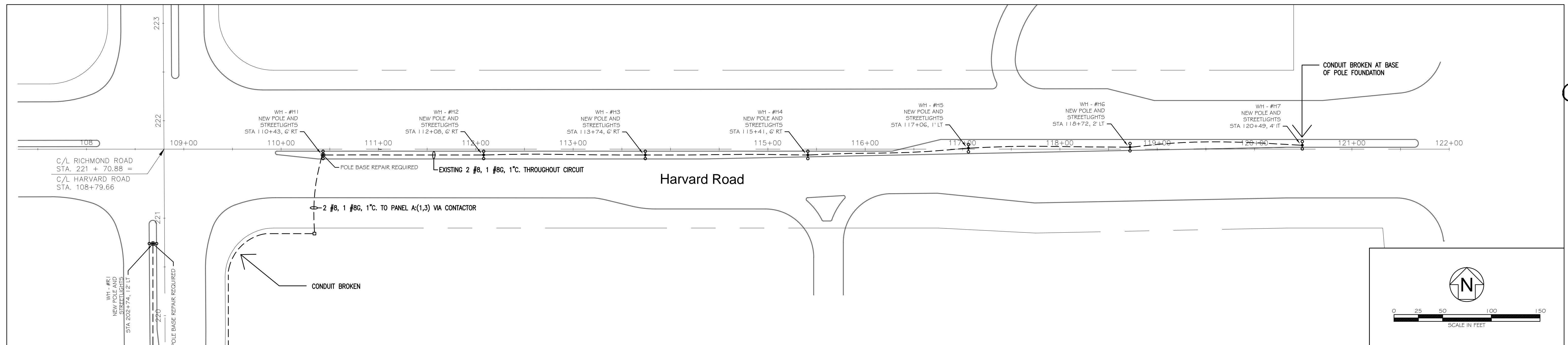
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Payment for this item shall be made at the lump sum price bid for Power Service Cabinet, which price shall constitute full compensation for purchase and delivery of all material, including any and all equipment, materials, and labor required to deliver the cabinet and components to the owner.

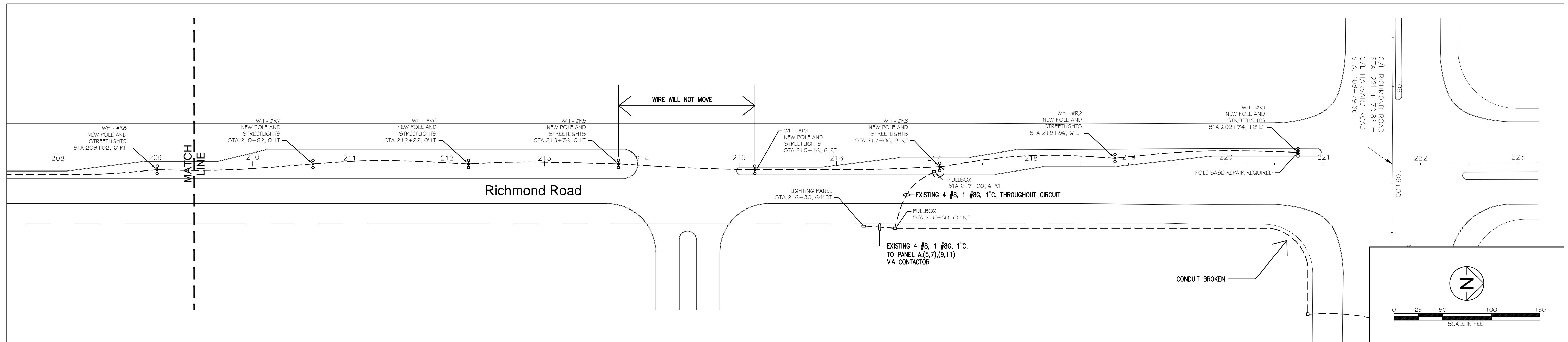
Any items requested to be used as an "Approved Equal" to the specified product, must be submitted for the owner's review and approval prior to purchase and delivery of any material, and must be included with the Bidder's proposal, in sufficient detail to allow a determination to be made by the owner.

The proposed cabinet shall be a double door, stainless steel enclosure as manufactured by APX Enclosures, Inc, with the following components and requirements:

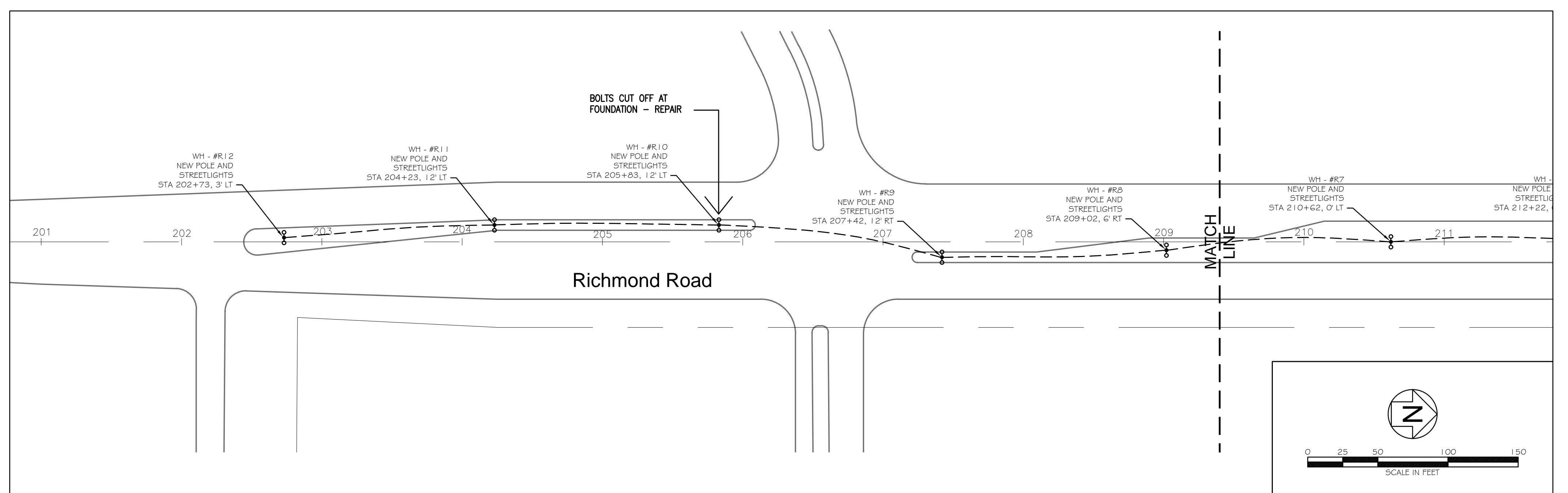
- Electrical Service Cabinet per Plan including a 100 Amp, 240/480 Volt, 18 Circuit Panelboard with a 100 Amp Main Breaker and Branch Breakers per Schedule
- a 3 KVA Mini Power Zone with a 10 Amp, 480 Volt Primary Breaker
- a 20 Amp, 120/240 Volt Secondary Breaker
- Branch Breakers per Schedule
- Digital Time Switch with Capacitor Backup
- 8 Pole, 30 Amp, NEMA 1 Enclosed Electrically Held Lighting Contactor
- 20 Amp GFCI Duplex Receptacle
- Output Terminals for Field Circuits
- Neutral and Ground Busses enclosed in a NEMA 4X Pad Mount
- Stainless Steel Enclosure 72"H x 60"W x 24"D
- 200 Amp, 250 Volt, NEMA 4X Stainless Steel Disconnect Switch
- 200 Amp, 4 Terminal, Ringless Meter Socket with Lever By Pass will be installed externally on the enclosure and pre-wired.



Chagrin Highlands  
Beachwood East  
Warrensville Heights, Ohio



**Proposed Harvard Road  
and Richmond Road  
Street Lighting Replacement**



**Notes:**

- Pole locations are from record and aerial photographs, not field survey.
- Poles previously removed and bases capped with electric junction box.
- Connect Lighting to existing #8 Cu wire at light poles.
- Locate existing 3/4" x 10' copper weld ground rod at each pole location and connect to pole with #6 ground wire.
- Verify all First Energy Company requirements and include cost of all associated labor, materials and charges in Proposal.
- Verify available Fault Current with First Energy Company. Provide equipment rated accordingly.
- Comply with NEC Article 110.16 for labeling of panel for Arc Fault Hazard Warning.
- Connect west side of Richmond Road to Circuit A:(5,7) - Highland Hills
- Connect east side of Richmond Road to Circuit A:(9,11) - Warrensville Heights

DRAWN BY: RDM	DATE: 12-SEPT-2023
SCALE: 1" = 50'	JOB NUMBER: Gedeon Frederick & Company Electrical Engineers & Designers 6103 Mills Creek Lane North Ridgeville, Ohio 44039 Phone: 440-892-0490 Email: bob@gedeonfrederick.com
REVISED: CADD FILENAME: Drawing Number: ELP-01	DATE: DRAWN BY: RDM
Date: 09/12/23	Project Number: 2330

## ELECTRICAL SPECIFICATIONS

1. THE GENERAL CONDITIONS OF THE CONTRACT, THE SUPPLEMENTARY CONDITIONS AND ALL THE SECTIONS OF DIVISION 1, TOGETHER WITH THE FOLLOWING SPECIFICATIONS ARE A PART OF THE CONTRACT FOR THE WORK COVERED HEREIN. PROVIDE AS-BUILT DRAWINGS.

2. GUARANTEE ALL MATERIAL AND LABOR FOR ONE YEAR FROM DATE OF PROJECT ACCEPTANCE BY OWNER. REPAIR ALL DEFECTIVE MATERIAL AT NO CHARGE DURING GUARANTEE PERIOD.

3. THE ELECTRICAL CONTRACTOR SHALL VISIT THE SITE TO FAMILIARIZE HIMSELF WITH EXISTING CONDITIONS. NO ADDITIONAL COMPENSATION SHALL BE AWARDED WHERE EXTRA LABOR OR MATERIAL ARE REQUIRED BECAUSE OF UNFAMILIARITY.

4. ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES AND ORDINANCES. THE ELECTRICAL CONTRACTOR SHALL SECURE AND PAY FOR ALL PERMITS AND INSPECTIONS REQUIRED TO PERFORM THE ELECTRICAL WORK.

5. THE DRAWINGS INDICATE DIAGRAMMATICALLY THE LOCATION OF ELECTRICAL DEVICES, EQUIPMENT AND FIXTURES, AND THE METHOD OF CONNECTION. THE DRAWINGS DO NOT INDICATE EVERY CONNECTION IN DETAIL OR ALL FITTINGS FOR A COMPLETE SYSTEM. MATERIAL OR LABOR WHICH IS NOT INDICATED ON THE DRAWINGS OR INCLUDED IN THE SPECIFICATIONS, BUT IS ABSOLUTELY NECESSARY TO COMPLETE THE WORK, SHALL BE PROVIDED.

6. BRING CONFLICTS TO THE ATTENTION OF THE ENGINEER FOR RESOLUTION BEFORE SIGNING THE CONTRACT OR PROCEEDING WITH THE WORK. FAILURE TO NOTIFY THE ENGINEER IN WRITING WILL CAUSE THE ENGINEER'S INTERPRETATION OF THE CONTRACT DOCUMENTS TO BE FINAL.

7. THE SCOPE OF WORK SHALL INCLUDE BUT NOT BE LIMITED TO:

- a) Stainless Steel control cabinet, branch circuit panelboards, feeders, conduit, branch circuits, outlets and wiring.
- b) Lighting fixtures, lamps, mounting hardware, conduit & wiring.
- c) Repair concrete poles when required.
- d) Lighting poles and fixtures.
- e) All excavation, concrete and backfill work; all channeling, concrete patching work required for electrical work exclusively.
- f) Necessary cabinets and pull boxes.
- g) Grounding of all systems and equipment.

8. ALL EQUIPMENT AND MATERIAL SHALL BE NEW AND BEAR UL LABELS AND LISTINGS. THE PHRASE "PROVIDED BY" WITHIN THE CONSTRUCTION DOCUMENTS SHALL EXPLICITLY REPRESENT "FURNISHED AND INSTALLED BY".

9. SUBMIT SHOP DRAWINGS FOR ALL EQUIPMENT PRIOR TO ORDERING FOR THE PROJECT WITH CONTRACTOR REVIEW STAMP AND SIGNATURE.

10. COORDINATE WORK WITH THE OTHER TRADES FOR SPACE REQUIREMENTS, DISCREPANCIES OR CONFLICT OF WORK. THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR CUTTING AND PATCHING REQUIRED FOR THE INSTALLATION OF THE ELECTRICAL WORK. VERIFY EXACT LOCATIONS OF DEVICES WITH ARCHITECT PRIOR TO ROUGH-IN.

11. EXISTING UNDERGROUND CONDUIT IS PVC.

12. WIRE SHALL HAVE SOLID OR STRANDED COPPER CONDUCTORS FOR #10 AND #12 WIRE AND STRANDED COPPER CONDUCTORS FOR WIRE #8 AND LARGER. WIRE SHALL HAVE 600V THHN/THWN INSULATION. MINIMUM SIZE WIRE SHALL BE #12 AWG. TAG ALL CONDUCTORS AT TERMINATIONS AT JUNCTION BOXES WITH BRADY LABELS. TORQUE TERMINATIONS PER MANUFACTURER'S RECOMMENDATIONS.

COLOR CODE WIRING AS FOLLOWS:

120/240 VOLTS	480Y/277 VOLTS
BLACK	A BROWN
RED	ORANGE
WHITE	N
GREEN	GREEN

13. PANEL DIRECTORIES SHALL BE TYPED. PROVIDE AND INSTALL NAME PLATES FOR PANELBOARDS.

14. TEST WIRING SYSTEMS FOR SHORTS AND GROUNDS PRIOR TO ENERGIZING CIRCUITS.

15. WIRING DEVICE COVER PLATES SHALL BE SMOOTH, HIGH IMPACT, NYLON, IVORY COLOR. WIRING DEVICES SHALL BE AS LISTED IN THE SYMBOL LEGEND ON THE DRAWINGS. THE WIRING DEVICES LISTED ARE INDICATED TO DEFINE THE TYPE AND QUALITY OF EQUIPMENT REQUIRED. THE ELECTRICAL CONTRACTOR MAY SUBMIT SIMILAR WIRING DEVICES AS MANUFACTURED BY COOPER WIRING DEVICES OR PASS & SEYMORE.

16. GROUNDING OF EQUIPMENT AND DEVICES SHALL COMPLY WITH N.E.C. ARTICLE 250 AND AUTHORITY HAVING JURISDICTION. PROVIDE AND INSTALL A SEPARATE EQUIPMENT GROUNDING CONDUCTOR IN ALL CONDUITS.

17. THE PROJECT SHALL BE MANNED AT ALL TIMES BY A COMPETENT FOREMAN.

## SYMBOL LEGEND

—+— CONDUIT INSTALLED EXPOSED IN EQUIPMENT CABINET. ARROW INDICATES RUN TO PANELBOARD, HASHMARKS DENOTE NUMBER OF NO. 12 WIRE IN 3/4" CONDUIT, MINIMUM SIZE.

—+— CONDUIT INSTALLED BELOW GRADE.

● RECEPTACLE, DUPLEX, 20A-125V-A.C. WITH GROUND-FAULT CIRCUIT INTERRUPTER, MOUNTED INSIDE EQUIPMENT CABINET. HUBBELL CAT.# HBL GF-5362 (WP=WEATHERPROOF, USE WEATHER RESISTANT #GFR20)

□ SAFETY SWITCH, NON-FUSIBLE, HORSEPOWER RATED, 200A-3P-600V A.C. UNLESS INDICATED OTHERWISE, SQUARE D HEAVY DUTY TYPE, OR EQUAL. STAINLESS STEEL 4XENCLOSURE. (WP=NEMA 3R ENCLOSURE)

—+— PANELBOARD, 240/480 VOLTS, 1 PHASE, 3 WIRE. SERVICE ENTRANCE RATED. SEE PANEL SCHEDULE.

□ LIGHTING CONTACTOR, ELECTRICALLY HELD, WITH 8-30AMP N.O. CONTACTS, 120 VOLT COIL, NEMA 1 ENCLOSURE. SQUARE D CLASS 8903LGB0V02, OR EQUAL.

● TORK #2101 SERIES ADJUSTABLE PHOTOCELL, MOUNT ON CABINET ROOF FACING NORTH

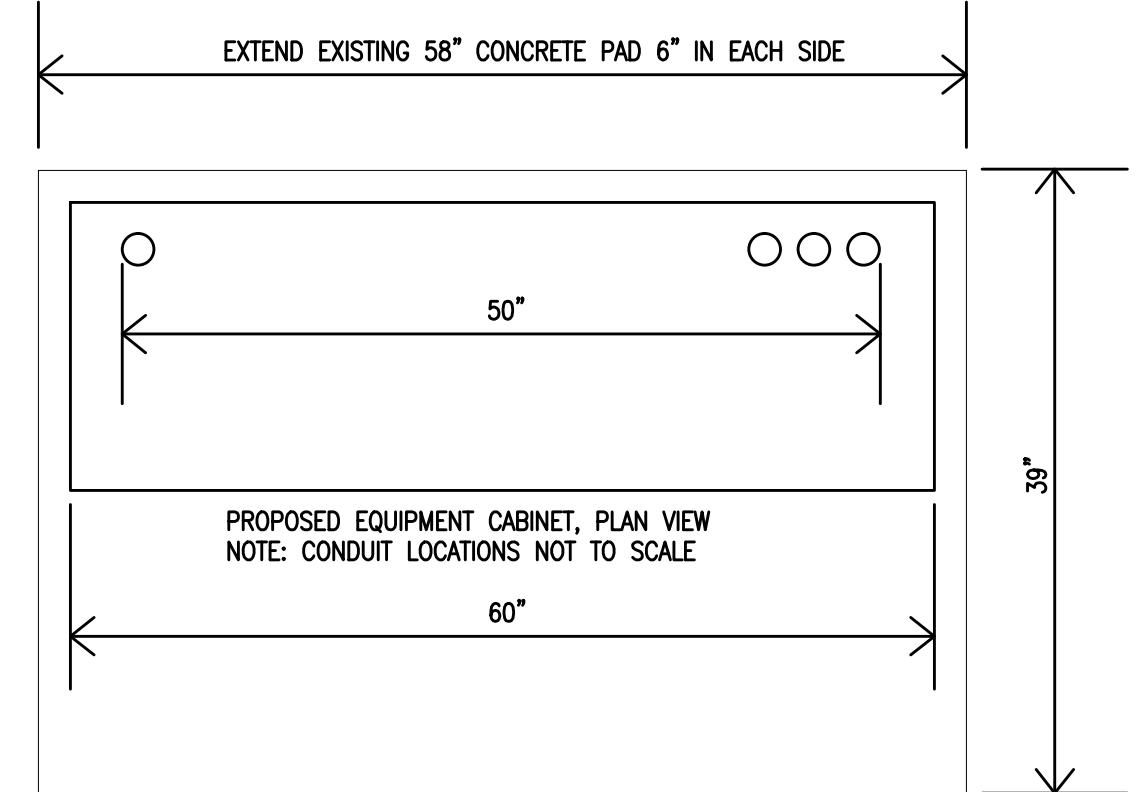
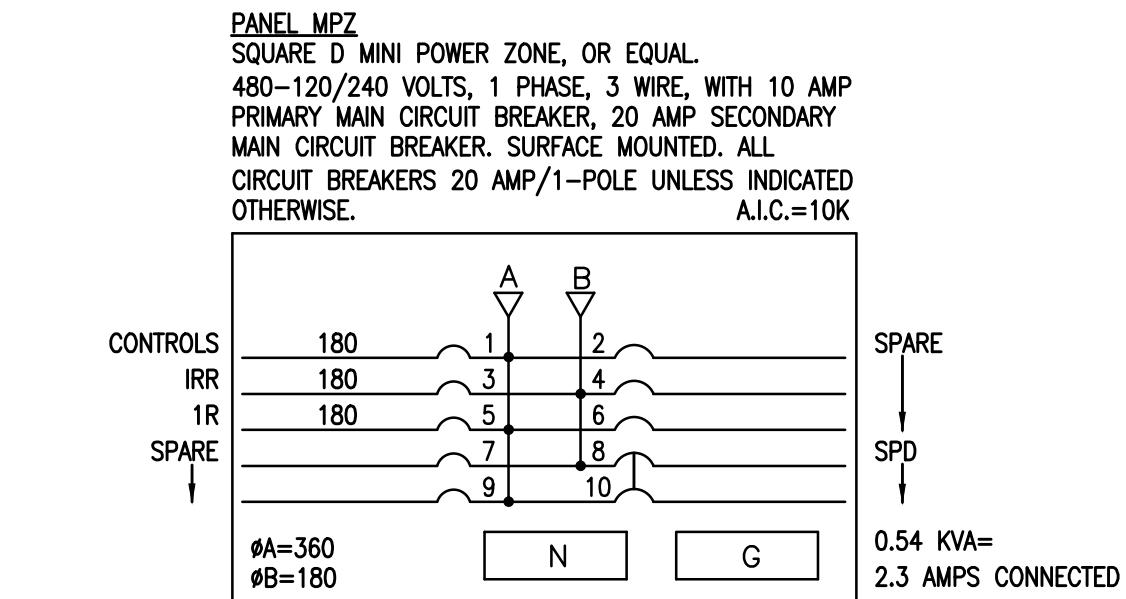
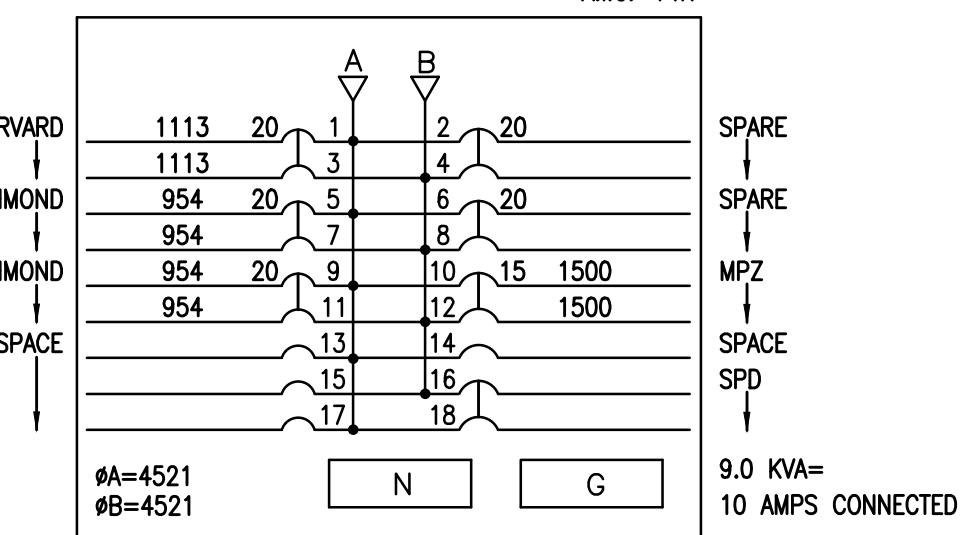
□ MINI POWER-ZONE UNIT SUBSTATION, 3 KVA, 480-120/240 VOLTS WITH 10 AMP PRIMARY MAIN CIRCUIT BREAKER, 20 AMP SECONDARY MAIN CIRCUIT BREAKERS, AND 2-5% FCBN TAPS, SPD. SQUARE D CAT.# MPZB35340F, OR EQUAL.

□ IRRIGATION CONTROL SYSTEM, PROVIDED BY OTHERS.

LIGHTING FIXTURE SCHEDULE							
TYPE	MANUFACTURER	MODEL NO.	TYPE	MOUNTING	LAMPS	VOLTS	DRIVER
A	COOPER LIGHTING	ICM-E06-LED-480-T3-BK/VA1015-BK/VA1033-BK	ROADWAY LUMINAIRE	POLE	21 LED LIGHT BARS	480	350 mA DRIVE CURRENT
POLE	HAPCO	RTA30D7B4-BA	ROUND TAPERED ALUMINUM	CONCRETE BASE	N/A	N/A	N/A

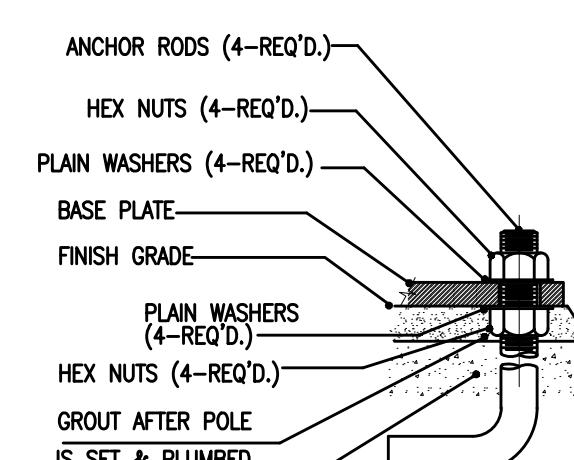
PANEL A  
SQUARE D TYPE NF PANELBOARD, OR EQUAL  
240/480 VOLTS, 1 PHASE, 3 WIRE, WITH 100 AMP MAIN CIRCUIT BREAKER, 20 AMP SECONDARY MAIN CIRCUIT BREAKER, SURFACE MOUNTED. ALL BREAKERS BOLT-ON TYPE. SERVICE ENTRANCE RATED, A.I.C.=14K

PANEL MPZ  
SQUARE D MINI POWER ZONE, OR EQUAL  
480-120/240 VOLTS, 1 PHASE, 3 WIRE, WITH 10 AMP PRIMARY MAIN CIRCUIT BREAKER, 20 AMP SECONDARY MAIN CIRCUIT BREAKER, SURFACE MOUNTED. ALL CIRCUIT BREAKERS 20 AMP/1-POLE UNLESS INDICATED OTHERWISE. A.I.C.=10K



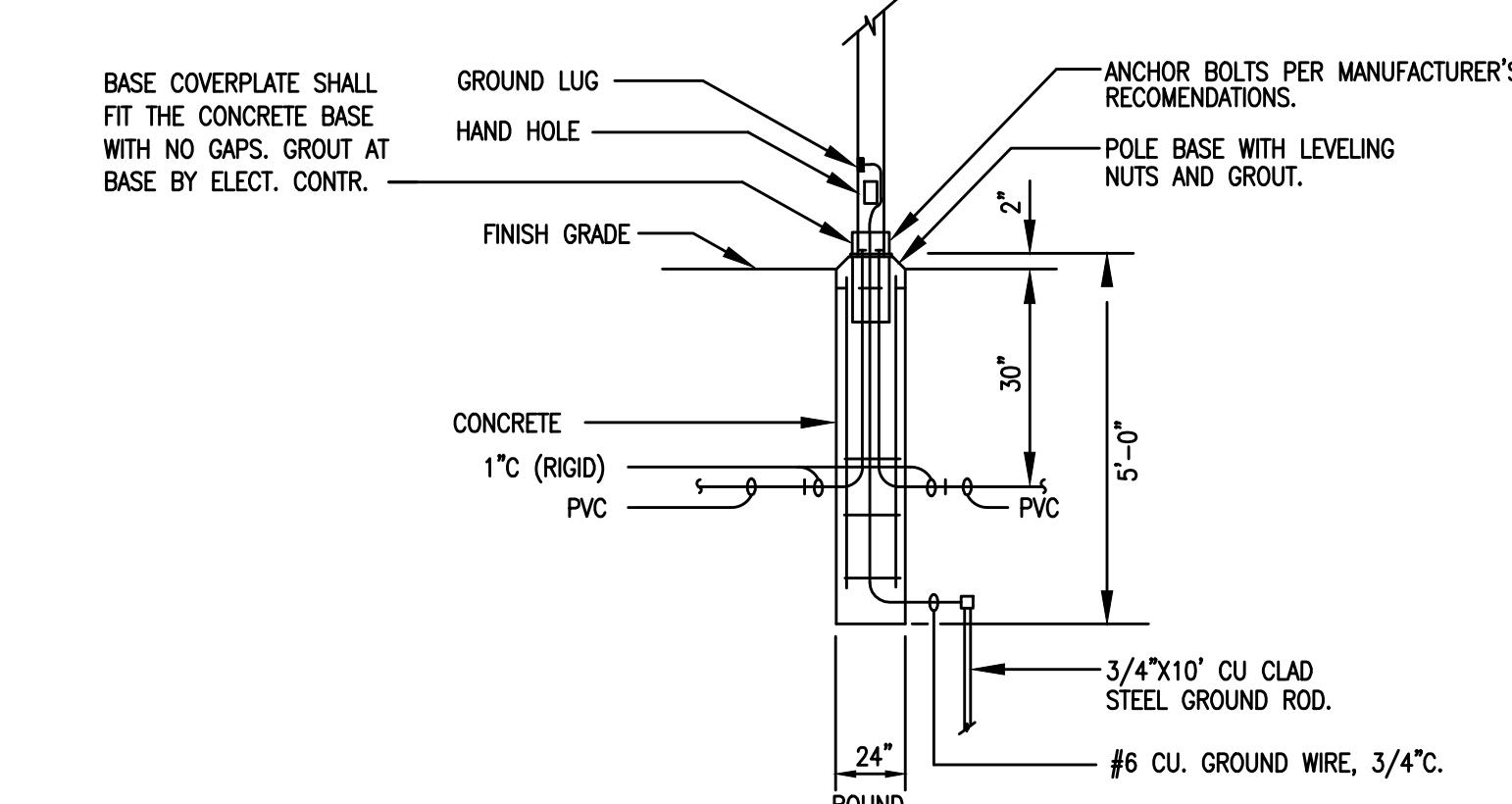
## REWORK EXISTING CONCRETE PAD

N.T.S.



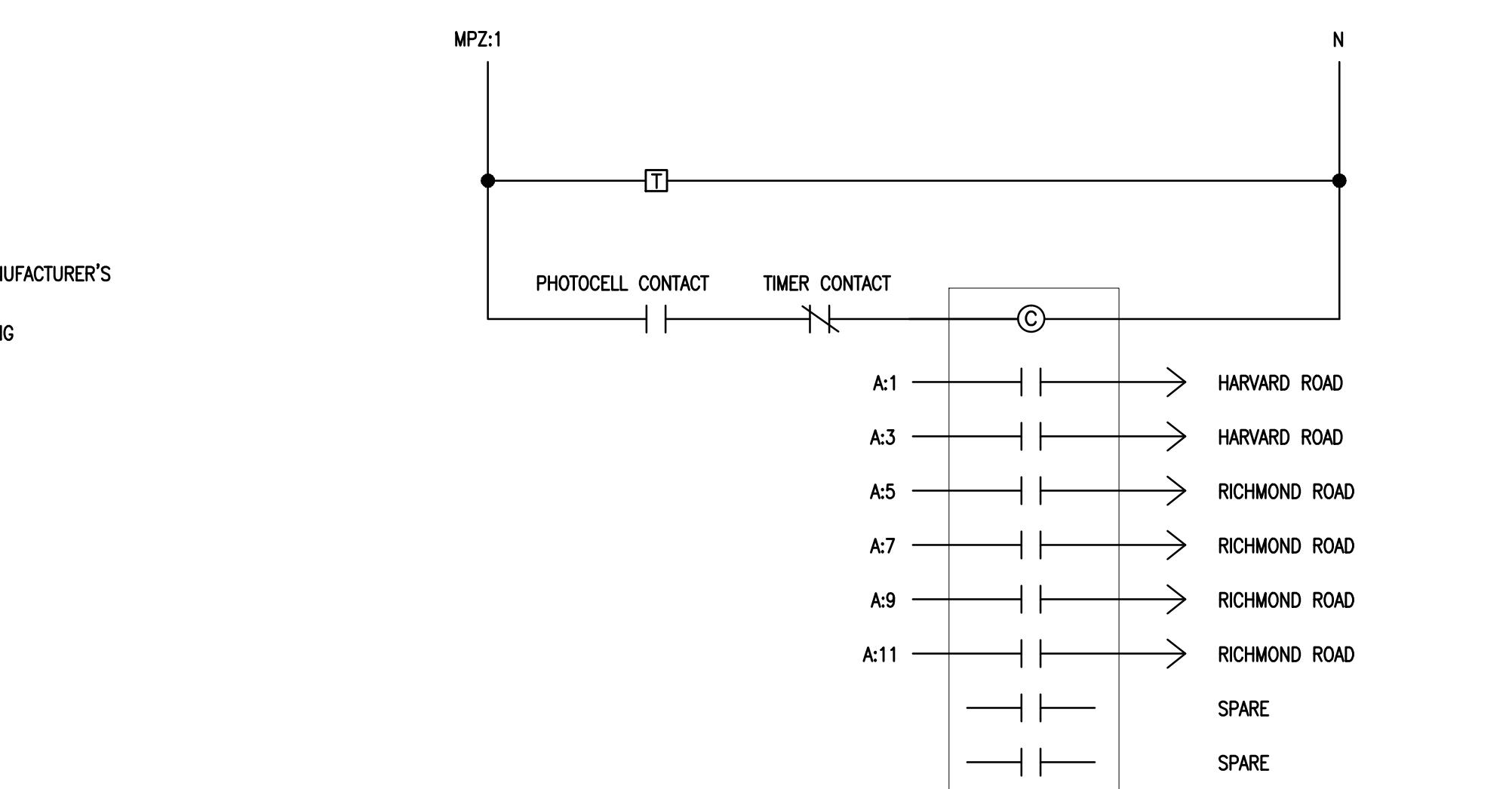
## POLE LEVELING DETAIL

N.T.S.



## EXISTING BASE DETAIL

N.T.S.



## EQUIPMENT ENCLOSURE LAYOUT

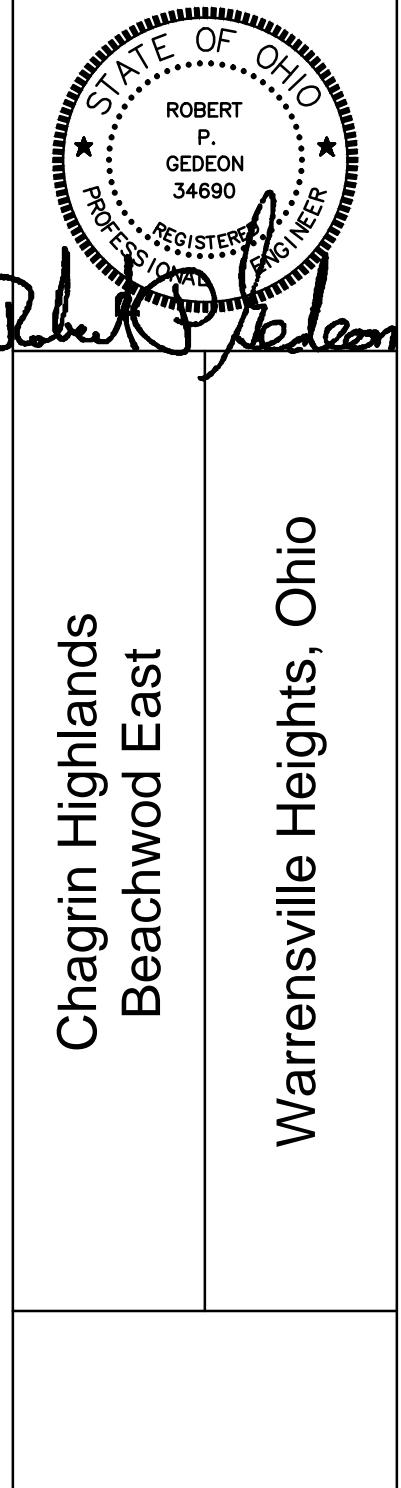
N.T.S.

# Proposed Harvard Road and Richmond Road Street Lighting Replacement

CHAGRIN HIGHLANDS, LTD.  
The Richard E. Jacobs Group  
MANAGER

26429 Center Ridge Road  
Cleveland, Ohio 44145-4122  
Phone: 440-871-4800  
Fax: 440-871-4800

DRAWN BY:	RDM	DATE:	12-SEPT-2023
SCALE:	1" = 50'	JOB NUMBER:	
REVISED:		DATE:	
CAD FILENAME:			
Date:	09/12/23	Project Number:	2330
Drawn By:	RDM	DRAWING NUMBER:	ELP-02



Chagrin Highlands  
Beachwood East

Warrensville Heights, Ohio

## BID FORM

Mark Envelope: **RICHMOND & HARVARD STREET LIGHTING MATERIAL PROCUREMENT**

To the Clerk:

The undersigned, having full knowledge of the site and the specifications for the following improvements, and the conditions of this proposal, hereby agrees to furnish all services, labor, materials and equipment necessary to complete the entire project, according to the plans and specifications and completeion dates, and to accept the unit prices specified below for each item as full compensation for the work in the proposal.

NUMBER OF CALENDAR DAYS TO COMPLETE:

(NOT MORE THAN 90)

The total amount of the bid based on the approximate quantities given below and the price specified by the bidder amount to the sum of:

BASE BID =

ALTERNATE BID =

TOTAL BID =

For the **RICHMOND & HARVARD STREET LIGHTING MATERIAL PROCUREMENT** in the City of Warrensville Heights, Cuyahoga County, Ohio, in accordance with the plans and specifications.

BID	REF #	CMS	DESCRIPTION	UNIT	QUANTITY	UNIT \$	TOTAL \$
BASE	1	625	LIGHT POLE – RTA30D7B4-BA (OR APPROVED EQUAL)	EACH	19.00		
	2	625	LUMINAIRE – ICM-E06-LED-480-T3-BK/VA1015-BK/VA1034-BK (OR APPROVED EQUAL)	EACH	38.00		
<b>BASE Total</b>							
ALTERNATE	3	625	POWER SERVICE CABINET	LUMP SUM	1.00		
<b>ALTERNATE Total</b>							
<b>Bid Total</b>							

DETERMINATION OF AWARD WILL BE MADE BY THE OWNER, ACTING UPON THE ENGINEER'S RECOMMENDATIONS, FOR THE BEST INTEREST OF THE PROJECT, COMMENSURATE WITH AVAILABLE FUNDS. FOR THE PURPOSE OF FIXING THE AMOUNT OF THE BOND REQUIRED WITH THIS BID, AND THE AMOUNT OF THE SURETY BOND, THE AMOUNT OF THE BOND SHALL BE BASED UPON THE TOTAL AMOUNT OF THE BASE BID INCLUDING THE ALTERNATE.

EXECUTED AT: \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

BY:

\_\_\_\_\_

(SIGN IN INK)

TITLE:

\_\_\_\_\_

(OWNER, PARTNER, OR CORPORATE OFFICER)

VENDOR (PLEASE FILL IN):

\_\_\_\_\_

NAME

\_\_\_\_\_

PHONE

\_\_\_\_\_

ADDRESS

\_\_\_\_\_

FAX

\_\_\_\_\_

CITY, STATE & ZIP

\_\_\_\_\_

eMAIL

**Agreement Relative to Separate Consideration for  
Incorporation of Tangible Personal Property**

The undersigned, a bidder on the above described project, hereby agrees that the contract to be entered into in the event its bid is accepted for the above described project, is "a construction contract pursuant to which tangible personal property is or is to be incorporated into a structure or improvement on and becoming a part of real property" and Contractor further agrees that "the consideration for such incorporation" is agreed upon "separately from the consideration for the performance of the other obligations of such construction contract, and that such "incorporation" shall constitute a sale of such tangible personal property to the CITY OF WARRENSVILLE HEIGHTS, OHIO as provided in Section 5739.01 et. seq. of the Revised Code of Ohio.

It is further agreed and understood that this agreement shall, for the purposes of said laws above mentioned, be considered as a part of the bid or offer of the undersigned and if the CITY OF WARRENSVILLE HEIGHTS, OHIO should award the contract to the undersigned, that this agreement shall be and hereby is made a part of the bid and/or contract of the undersigned for the purposes of the said laws.

For the purpose of the said section of the Revised Code above mentioned, the consideration to be paid for the performance of the contract of the above described project is divided, as follows:

1. CONSIDERATION FOR MATERIALS (MATERIAL incorporated into a structure or improvement on and becoming a part of real property)

\$ \_\_\_\_\_

2. CONSIDERATION FOR OTHER OBLIGATIONS (For other obligations of such construction contract)

\$ \_\_\_\_\_

The figure set down as the total must correspond with the total set down in the bid which accompanies this supplemental agreement, and the bidder in submitting this figure shall be subject to the same rules and regulations with respect to mistakes in extensions and additions as are provided in the case of totals set forth by the bidder in his bid; namely, that mistakes in additions or extensions will be corrected and the totals corrected accordingly, but the same proportion will be maintained in the division above set forth between the Consideration for Materials and Consideration for other Obligations.

\_\_\_\_\_  
Signature of Bidder

## **NON-COLLUSION AFFIDAVIT**

This affidavit is to be filled in and executed by the bidder. If the bid is made by a Corporation, then it shall be executed by its Chief Executive Officer; if by a Partnership or LLC, by its Managing General Partner or Managing Member.

STATE OF OHIO )  
 ) SS  
COUNTY OF CUYAHOGA )

\_\_\_\_\_  
sworn, deposes and says that \_\_\_\_\_ being first duly  
and \_\_\_\_\_ residing at \_\_\_\_\_ residing at \_\_\_\_\_  
residing at \_\_\_\_\_(is)(are) the only person(s) interested with (him) (them) in  
the delivery of the materials quoted upon or the services performed under these  
specifications; that the said quotation is made without any connection or common interest in  
the profits with any other persons making any quotations or proposal for the said work; that  
the said contract is on (his) (their) part in all respects fair and without collusion or fraud; and  
also that no head of any department or any employee therein; or any officer of the CITY OF  
WARRENSVILLE HEIGHTS, OHIO has any direct or indirect interest therein.

## Signature

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 2023

(Notary Seal)

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## Notary Public

## **STATEMENT REGARDING PERSONAL PROPERTY TAXES**

I, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(Name) (Owner, President, Etc.)

of \_\_\_\_\_ do hereby certify that this firm or person  
delinquent in the filing and/or payment of  
personal property taxes in Cuyahoga  
(insert is or is not)  
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 \_\_\_\_\_, 2023

(Notary Seal)

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

Note: Statement Regarding Personal Property Taxes in Cuyahoga County.

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 owned to Cuyahoga County (if such is the case), or to the County in which the business is located.

## **INFORMATION SHOWING QUALIFICATIONS OF BIDDER**

The undersigned states that the names and addresses of persons interested as principals in this proposal are as follows: If a partnership, LLC or corporation, give the names and addresses of all partners, members or officers:

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If bidder is a corporation or LLC, bidder states that the name of state in which incorporated or constituted and the date of said incorporation or constitution is:

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The undersigned states that they are citizen(s) of the United States and that all the partners, officers, or principals interested herein are citizens of the United States, except: (Give full name and addresses):

---

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The undersigned offers the following information relative to the facilities, ability and financial resources available for the fulfillment of the Contract if such be awarded to him.

**FACILITIES:** That he or they own and have available for immediate use on the proposed work the following plant and equipment:

---

**ABILITY:** That he or they have performed the following work: (Give location, kind, size or cost, and reference to name and address of client and engineer).

**FINANCIAL RESOURCES:** That information relative to his or their financial resources can and may be obtained from the following: (Give name, business and address):

---

**Signature of Bidder**

## **LISTING OF SUBCONTRACTORS**

The undersigned offers the following information relative to the subcontractors or related or affiliated companies it intends to employ on this contract if such is awarded. The items and specific amounts of work assigned to each listed subcontract shall also be outlined. Duplicate this sheet as needed.

1. Name of Subcontractor: \_\_\_\_\_

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

City \_\_\_\_\_ State: \_\_\_\_\_ Telephone: \_\_\_\_\_

Description and/or Items of Work: \_\_\_\_\_

Amount: \$ \_\_\_\_\_ Percent (%) of Contract: \_\_\_\_\_

2. Name of Subcontractor: \_\_\_\_\_

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

City \_\_\_\_\_ State: \_\_\_\_\_ Telephone: \_\_\_\_\_

Description and/or Items of Work: \_\_\_\_\_

Amount: \$ \_\_\_\_\_ Percent (%) of Contract: \_\_\_\_\_

3. Name of Subcontractor: \_\_\_\_\_

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

City \_\_\_\_\_ State: \_\_\_\_\_ Telephone: \_\_\_\_\_

Description and/or Items of Work: \_\_\_\_\_

Amount: \$ \_\_\_\_\_ Percent (%) of Contract: \_\_\_\_\_

4. Name of Subcontractor: \_\_\_\_\_

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

City \_\_\_\_\_ State: \_\_\_\_\_ Telephone: \_\_\_\_\_

Description and/or Items of Work: \_\_\_\_\_

Amount: \$ \_\_\_\_\_ Percent (%) of Contract: \_\_\_\_\_

Signature of Bidder:

Bidder: \_\_\_\_\_

By:

Title:

## LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, THAT whereas, the CITY OF WARRENSVILLE HEIGHTS, OHIO awarded to \_\_\_\_\_

(Name of Contractor)

a \_\_\_\_\_, hereinafter designated as the  
(Corporation, Partnership or Individual)

"Principal" a Contract Agreement, a copy of which is hereto attached and made part hereof for the construction of: \_\_\_\_\_

Whereas, said Principal is required under the terms of said Contract to furnish a bond in connection with said Contract Agreement, providing that if said Principal, or any of his or its subcontractors, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the Work contracted to be done, or for any Work or labor done thereon of any kind, the Surety on this bond will pay the same to the extend hereinafter set forth;

NOW THEREFORE, we the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the CITY OF WARRENSVILLE HEIGHTS in the penal sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, has or its heirs executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or teams used in upon or about the performance of the Work contracted to be done or for any labor thereon of any kind, as required by the provisions of all laws of the State of Ohio to secure the payment of claims of persons employed by contractors upon public works, and the claim of persons who furnish materials, supplies, teams, implements, or machinery used or consumed by such contractors in the performance of such work, and provided that the persons, companies, or corporations so furnishing said materials, provisions, or other supplies, teams, appliances or power used in, upon, for or about the performance of the Work contracted to be executed or performed, or any person, company or corporation renting or hiring teams or implements or machinery or power for or contributing to said Work to be done, or any person who performs Work or labor upon the same of any person who supplies both Work and materials therefore, shall have complied with provisions of said laws, then Surety shall pay the same in or to an amount not exceeding the amount hereinabove set forth, and will also pay in case suit is brought upon this bond, such reasonable attorney's fee, as shall be fixed by the Court, awarded and taxed as in the laws of the State of Ohio provided.

This bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under said laws, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Agreement, or to the Work to be performed there under, or the Specifications accompanying the same, shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Agreement or to the Work or to the Specifications.

WITNESS OUR SIGNATURES this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2023

---

Principal

---

Surety

## **CERTIFICATION OF COMPLIANCE WITH O.R.C. 3517.13**

The following certificates are required pursuant to Ohio's Campaign Finance Reform law.

One of the following two certificates shall be completed by any individual, partnership, unincorporated business, association, professional association, estate, trust, corporation, or business trust that has been awarded a contract by the City of WARRENSVILLE HEIGHTS.

It shall be the Contractor's responsibility to determine which of the two certificates applies and if compliance with R.C. 3517.13 has been achieved.

## **CERTIFICATION OF COMPLIANCE WITH O.R.C. 3517.13**

The City of WARRENSVILLE HEIGHTS may enter into a contract for goods and/or services with \_\_\_\_\_ . The undersigned authorized representative of \_\_\_\_\_ certifies on behalf of \_\_\_\_\_ that all of the following persons, if applicable, are in compliance with division (I) of Ohio Revised Code Section 3517.13 with respect to all public officials who had the authority to award that contract and all public officials who may authorize or receive goods or services under that contract:

- A. the individual;
- B. each partner or owner of the partnership or other unincorporated business;
- C. each shareholder of the association;
- D. each administrator of the estate;
- E. each executor of the estate;
- F. each trustee of the trust;
- G. each spouse of any person identified in (A)-(F) above;
- H. each child seven years of age to seventeen years of age of any person identified in (A)-(G) above;
- I. any combination of persons identified in (A) – (H) above.

The undersigned certifies such compliance on and since the date that the contract was executed by all parties necessary for a valid contract with the City. This certification shall be a part of the above-referenced contact between the City and \_\_\_\_\_.

ON BEHALF OF COMPANY:

DATE SIGNED:

---

Note: This form is to be used by an individual, partnership, or other unincorporated business, association, including without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate or trust. If you are unsure if this form applies to you or if you are in compliance with R.C. 3517.13 you may want to contact an attorney.

*Knowingly making a false statement on this certification is considered a felony of the fifth degree and any such falsification will act as a rescission of this contract.*

## **CERTIFICATION OF COMPLIANCE WITH O.R.C. 3517.13**

The City of WARRENSVILLE HEIGHTS may enter into a contract for goods and/or services with \_\_\_\_\_ ("Company"), an Ohio corporation. The undersigned authorized representative of Company certifies on behalf of the Company that all of the following persons, if applicable, are in compliance with division (J) of Ohio Revised Code Section 3517.13 with respect to all public officials who had the authority to award that contract and all public officials who may authorize or receive goods or services under that contract:

- A. each owner of more than twenty percent of the corporation or business trust;
- B. each spouse of each owner of more than twenty percent of the corporation or business trust;
- C. each child of seven years of age to seventeen years of age of each owner of more than twenty percent of the corporation or business trust;
- D. any combination of persons identified in (A) – (C) of this indented list.

The undersigned certifies such compliance on and since the date that the contract was executed by all parties necessary for a valid contract with the City. This certification shall be a part of the above-referenced contact between the City and Company.

ON BEHALF OF COMPANY:

DATE SIGNED:

---

---

Note: This form is to be used by a corporation or business trust, except a professional association organized under Chapter 1785 of the Revised Code. If you are unsure if this form applies to you or if you are in compliance with R.C. 3517.13 you may want to contact an attorney.

*Knowingly making a false statement on this certification is considered a felony of the fifth degree and any such falsification will act as a rescission of this contract.*

**CITY OF WARRENSVILLE HEIGHTS**  
**S/W/M BUSINESS ENTERPRISE PARTICIPATION REPORT**

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

PROJECT GROSS AMOUNT: \_\_\_\_\_

**S/W/MBE INFORMATION:**

Name: \_\_\_\_\_

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

City: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Trade: \_\_\_\_\_

Amount of Bid Award: \_\_\_\_\_

**S/W/MBE INFORMATION:**

Name: \_\_\_\_\_

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

City: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Trade: \_\_\_\_\_

Amount of Bid Award: \_\_\_\_\_

**CITY OF WARRENSVILLE HEIGHTS**  
**S/W/M BUSINESS ENTERPRISE PARTICIPATION REPORT**

**S/W/MBE INFORMATION:**

Name: \_\_\_\_\_

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

City: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Trade: \_\_\_\_\_

Amount of Bid Award: \_\_\_\_\_

**S/W/MBE INFORMATION:**

Name: \_\_\_\_\_

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

City: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Trade: \_\_\_\_\_

Amount of Bid Award: \_\_\_\_\_

**CITY OF WARRENSVILLE HEIGHTS**  
**S/W/M BUSINESS ENTERPRISE PARTICIPATION REPORT**

IN THE EVENT THAT THERE ARE NO S/W/MBE'S WORKING ON THE PROJECT,  
PROVIDE NARRATIVE EXPLANATION:

IN WITNESS WHEREOF, the undersigned has set their hand this \_\_\_\_ day of  
\_\_\_\_\_, 20 \_\_\_\_\_.

---

CONTRACTOR NAME:

By:

Title:

Title: \_\_\_\_\_

## **STATEMENT OF NON-DISCRIMINATION**

\_\_\_\_\_ (Company Name) does not discriminate in the workplace based on because of the race, color, religion, sex, military status, national origin, disability, age, or ancestry of any person, to discharge without just cause, to refuse to hire, or otherwise to discriminate against that person with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment.

By:

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President/Official Representative

Date:

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### **FINDINGS FOR RECOVERY CERTIFICATION**

I am aware that Ohio law, under certain circumstances, prohibits a political subdivision from awarding a contract for goods, services or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. I hereby certify that an unresolved finding for recovery has not been issued against \_\_\_\_\_ Company.

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SIGNATURE

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PRINTED NAME

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TITLE

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DATE

CLEVELAND

**AFFIDAVIT OF (SUB ORIGINAL) CONTRACTOR**

.....Ohio, 2006

STATE OF OHIO, \_\_\_\_\_ COUNTY, ss:

being first duly sworn, says that he is

President \_\_\_\_\_ of \_\_\_\_\_ the

Sub \_\_\_\_\_  
Original } contractor having a contract with \_\_\_\_\_  
the \_\_\_\_\_for \_\_\_\_\_ situated  
on or around or in front of the following described property: \_\_\_\_\_

whereof \_\_\_\_\_ was the owner, part owner or lessee.

Affiant further says that the following shows the names of every sub-contractor in the employ of said  
giving the amount, if any, which is due, or to become due, to them, or any of  
them, for work done or machinery, material or fuel furnished to date hereof, under said contracts.**NOTE:** This statement must be accompanied by a similar sworn statement signed by each of the  
sub-contractors listed below.**SUB-CONTRACTORS**

NAME	TRADE	Amount due or to become due for work and material furnished to date hereof.

Said affiant further says that the following shows the names of every person furnishing machinery, material  
or fuel to \_\_\_\_\_ giving the amount,  
if any, which is due, or to become due, to them or any of them, for machinery, material or fuel furnished to date  
hereof, under said contracts.**MATERIAL MEN**

NAME	TRADE	Amount due or to become due for work and material furnished to date hereof.

Said affiant further says that the following shows the names of every unpaid laborer in the employ of  
furnishing labor under said contract, giving the amount, if any,  
which is due, or to become due for labor done to date hereof:

Note: If the fact is that every laborer has been paid in full, then recite: "Every laborer has been paid in full". If not, then give each unpaid laborer's name and the amount due or to become due.

**LABOR**

NAME	HOURS	Amount due or to become due for labor furnished to date hereof.	

That the amounts due or to become due to said sub-contractors, material men and laborers, for work done, or machinery, material or fuel furnished to the date hereof, to \_\_\_\_\_ is fully and correctly set forth opposite their names, respectively, in the aforesaid statements, and further evidenced by certificates of every person furnishing machinery, material or fuel, hereto attached, and made a part hereof.

Affiant further says that \_\_\_\_\_ has not employed or purchased or procured machinery, material or fuel from, or sub-contracted with any person, firm or corporation, other than those above mentioned, and owes for no labor performed, or machinery, material or fuel furnished under said contracts, other than above set forth.

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE, at \_\_\_\_\_ Ohio, this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2006.

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

**CERTIFICATE OF MATERIAL MEN**

\_\_\_\_\_  
Ohio, \_\_\_\_\_ 2006

The undersigned certify that to the date hereof they have furnished machinery, material or fuel as set out herein to \_\_\_\_\_ for \_\_\_\_\_

\_\_\_\_\_  
sited on or around or in front of the property described in the foregoing affidavit; that the nature of said machinery, material or fuel furnished, the date when they commenced furnishing the same and the amount now due or owing to each of them, is correctly stated and set opposite their respective names or they have been paid in full, if so acknowledged hereon.

NAME	Machinery, materials or fuel and nature of the same.	Commenced Furnishing	Amount due or to become due to date hereof.

**Affidavit of Compliance  
PREVAILING WAGES**

I, \_\_\_\_\_  
(Name of person signing affidavit)(Title)

do hereby certify that the wages paid to all employees of

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

for all hours worked on the

\_\_\_\_\_  
(Project name and location)

project, during the following period from \_\_\_\_\_ to \_\_\_\_\_ are in  
(Project Dates)

compliance with prevailing wage requirements of Chapter 4115 of the Ohio Revised Code. I further certify that no rebates or deductions have been or will be made, directly or indirectly, from any wages paid in connection with this project, other than those provided by law.

\_\_\_\_\_  
(Signature of Officer or Agent)

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_ 2006.

\_\_\_\_\_  
(Notary Public)

The above affidavit must be executed and sworn to by the officer or agent of the contractor or subcontractor who supervises the payment of employees. This affidavit must be submitted to the owner (public authority) before the surety is released or final payment due under the terms of the contract is made.

LAW1003

**CONSENT OF SURETY  
For Final Payment**

Project Name \_\_\_\_\_  
Location \_\_\_\_\_  
Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_  
Type of Contract \_\_\_\_\_  
Amount of Contract \_\_\_\_\_

In accordance with the provisions of the above name contract between the Owner and the Contractor, the following names surety:

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on the Payment Bond of the following name Contractor:

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hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the following named Owner: as set forth in said Surety company's bond:

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IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2006

(Affix corporate  
seal here)

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

\_\_\_\_\_  
(Signature of Authorized Representative)

TITLE \_\_\_\_\_

## PERFORMANCE BOND

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

\_\_\_\_\_, as Principal and \_\_\_\_\_, as Sureties, are hereby held and firmly bound unto the City of Warrensville Heights, Ohio, in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), for the payment which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal did on the day of \_\_\_\_\_, 2023, enter into a contract with the City of Warrensville Heights, Ohio, for the "2023 Road Program" which said contract is made a part of this bond the same as though set forth herein;

Now, if the said Principal, \_\_\_\_\_, shall well and faithfully do and perform the things agreed by the Principal to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans or specifications thereof shall in any way affect the obligations of said Surety on its bond.

PROVIDED FURTHER, that no final settlement between the City of Warrensville Heights, Ohio and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Witness of Principal

PRINCIPAL: \_\_\_\_\_

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

Title: \_\_\_\_\_

SURETY: \_\_\_\_\_

\_\_\_\_\_  
Witness of Attorney-in-Fact

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

Attorney-in-Fact  
(Must be in Ohio)

**(Facsimile signatures are not acceptable)**