



September 3, 2025

RFQ #25-191 Kettering Parks Maintenance Storage Building

Dear Prospective Contractor:

The City of Kettering is seeking quotations from qualified contractors for the construction of a storage building at the Parks Maintenance Campus, located at 3170 Valleywood Drive. The attached specifications detail our requirements and expectations.

If you desire a site visit, please contact Robert Baker, at (937) 296-2475.

Please submit all questions regarding the technical specifications or job requirements in writing to Robert Baker, at Robert.baker@ketteringoh.org, **no later than Thursday, September 18, 2025 at 5:00 PM.**

Please submit the attached quotation form via email to Julie.Byerly@ketteringoh.org **no later than Tuesday, September 30, 2025 by 12:00PM.**

Quotations must be received prior to the submission deadline. **Quotations received after the deadline will be automatically disqualified.** It is the responsibility of the bidder to ensure that the quotations are received by the deadline, regardless of the means used to submit them (e.g. email, postal mail).

Please complete and return the provided quotation form in the original format with your submission. Failure to do so may be used as a basis for rejection of your quotation.

Sincerely,

Julie Byerly
Purchasing
(937) 296-2448
julie.byerly@ketteringoh.org

CITY OF KETTERING

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DUE DATE: Tuesday, September 30, 2025 by 12:00PM

The City reserves the right to accept any or all of the items listed below:

A. Site Prep: \$ _____

B. Storage Building: \$ _____

Earliest Start Date: _____

Number of Calendars Days for project completion: _____ **days**

PAYROLL RECORDS (PREVAILING WAGE COMPLIANCE)

As to contracts for this project which for *new BUILDING* construction are over \$250,000 and for *BUILDING RECONSTRUCTION* which are over \$75,000, every contractor and subcontractor who is subject to Chapter 4115 of the Ohio Revised Code shall fully comply with that chapter, including the payment of prevailing wages as determined by the State, the timely submission of certified payroll reports, and the filing of a notarized affidavit affirming compliance with Chapter 4115. If this is a Federally Funded Project, Federal Labor Standards Provisions shall apply.

Performance Bond - This project **may require** a performance bond from the **successful** contractor, as defined in paragraph 12, of the General Specifications

Terms: Net 30 Days

The undersigned signatory represents and warrants that he has full and complete authority to submit this proposal to the City and to enter into a contract if this proposal is accepted.

COMPANY By (Signature)

STREET ADDRESS NAME (Please Print)

CITY, STATE, ZIP CODE TITLE

TELEPHONE/FAX DATE EMAIL

CITY OF KETTERING
RFQ #25-191 Kettering Parks Maintenance Storage Building
DUE DATE: Tuesday, September 30, 2025 by 12:00PM
Technical Specifications

Please list five municipal clients that we may contact that have used your services:

NAME	COMPANY	ADDRESS	TELEPHONE #	EMAIL
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NAME	COMPANY	ADDRESS	TELEPHONE #	EMAIL
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NAME	COMPANY	ADDRESS	TELEPHONE #	EMAIL
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NAME	COMPANY	ADDRESS	TELEPHONE #	EMAIL
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NAME	COMPANY	ADDRESS	TELEPHONE #	EMAIL
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CITY OF KETTERING

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Technical Specifications

1. Overview of Project

- a. The City would like to build a new storage building on the City of Kettering parks maintenance campus.
- b. The project is to be bid in its entirety, under the contractual responsibility of a general contractor (GC). The GC shall be responsible for scheduling, coordination, daily clean up, and testing of all systems.
- c. This is a prevailing wage project.
- d. This will be a design build type project. The selected contractor shall be responsible for all of the permit drawings including: 50% complete design for review by city staff and 75% for permits.
- e. The selected contractor shall be responsible for attending design meetings with city staff.
- f. The city will provide a site survey as necessary for design and permitting. The city will stake the project when it comes time for excavation.
- g. It is the selected contractor's responsibility to include all required, standard parts of the project to complete the building in compliance with all building codes and safety guidelines. This is a turnkey project, and the expectations are that all items are included in the contract pricing.

2. Description of Work and Requirements

- a. Site prep shall include the removal of existing concrete slabs, asphalt slabs, concrete knee walls and all debris within the project area (former building footprint). The intent is to salvage the existing underground drainage system and reuse the connections, if possible, to the existing oil separator and storm piping. This shall include an allowance of 130 cubic yards (6" depth) of 3/4 inch crushed stone (#57), compacted as the base for the concrete slab.
- b. Storage building to include: See attachment 02 Schematic Floor Plan.
 - i. Permit drawings for all disciplines, provided by the general contractor.
 - ii. 8" thick concrete slab, 5,000 psi minimum, with concrete footers for the columns.
 - 1. Slab is to extend to underneath the entire lean-to.
 - 2. Concrete slab to be sealed using Sherwin Williams Cemlack Sealer.

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3. Concrete slab to be properly sloped to the trench drain and floor drains.
- iii. The main structure shall be pressure treated wood, including trusses.
 1. Two bays are to be separated with a 2x6 wood stud wall, fiberglass insulation, with ½" plywood on both sides. The plywood shall be painted with (2) coats of Sherwin Williams Superpaint Exterior Acrylic Latex paint. The color shall be selected by owner.
 - a. Install FRP, on the conditioned side, using 4'-0"x 10'-0" x 0.090" panels, in the vertical orientation after paint has been applied. Use FRP manufacturer pvc trim pieces between panels to ensure water tight seal. The color shall be selected by owner.
 2. Smaller bay (north) is to be insulated, conditioned and water resistant.
 - a. Use the same design for these three walls as for the dividing wall between the two bays.
 3. Larger bay (south) is to be open stud, uninsulated.
 4. Truss bottom elevation to be 17'-0" aff.
- iv. Exterior metal siding to be corrugated, 29 ga., 36" coverage width per panel, commercial rated, exposed fastener, or equal.
- v. Exterior overhead doors, size and locations per attachment 02 Schematic Floor Plan.
 1. Include power commercial operators for each overhead door, properly sized for the weight of each door.
 2. Overhead doors for the conditioned bay are to be insulated.
 3. All overhead doors are to be able to be locked.
- vi. Man doors, 3'-0" x 7'-0", to be 18 ga galvanized metal doors with polystyrene insulated cores and exterior 16 ga. Galvanized welded frames.
 1. All man doors to have closers (manufactured by LCN)
 2. All man doors to have Grade 1 Corbin Russwin CL3357 storeroom function locksets with NZD lever handle trim. Provide Sargent S Series keyway cylinders for each door.

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3. All exterior man doors to have weather stripping, 1" high thresholds and door sweeps.
4. All man doors to be painted with Sherwin Williams Superpaint Exterior Acrylic Latex, Gloss Finish. Color to be selected by owner.
- vii. Electric to be extended from existing parks maintenance building. Adequate supply is available for a 100 amp service panel to be located within the new storage building. Provide a master breaker on the new panel. Repair any trenching from the maintenance shop to the storage building for the new electric. There was a conduit to the old storage building, but the condition of the pipe cannot be guaranteed. See Attachment 01 Site plan for Panel Location.
- viii. High Bay lighting at a minimum of 30 Lumens per square foot.
 1. Fixtures to be weather proof
 2. Switching to be located at each man door location and controlling ½ the bay lights per switch location.
 - a. Provide lighting control plan prior to installation.
 3. Provide exterior LED lights over each door, both overhead and man doors.
 4. Provide exit signs as required by code.
 5. Provide required level of emergency lighting as required by code.
 6. Provide maintenance receptacles in the South Bay every 12'-0", mounted at 48" aff.
 - a. No more than (2) sets of outlets per circuit.
 7. Provide maintenance receptacles in the North Bay, every 12'-0", mounted at 48" aff, and enclosed in an exterior waterproof box.
 8. Provide a motion activated LED dual head spotlight, mounted at 20'-0" aff on each end of the building, centered horizontally. Spotlight to have a minimum of 1,000 lumen output. Color to be 5,000K.
- ix. Extend existing natural gas service (located in Parks Main building, see Site Plan Aerial for location) to the new building, to service the radiant heating and water heater. A new gas riser will be required. Trench for new gas line extension to

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be minimum 24" deep, include tracer wire, covered with a minimum of 6" lightweight concrete.

- x. Radiant heating is to be provided in the conditioned Bay, one 30'-0" run on each side of the bay, lengthwise. Radiant heating system is to be natural gas sourced. Product to be, or similar to, GordonRay BH Unitary Infrared Heater, Model BH-100, standard tilt reflector, vented.
- xi. Water Service – There is an existing ¾" water line that runs under the proposed building, from the main operations building to some irrigation lines located in the yard. During demolition excavation, the contractor shall locate this line, protect it, and then prepare for a tie in.
 - 1. The contractor shall provide a proper connection to existing line to extend the ¾" line to the conditioned bay to feed the water heater.
 - 2. At the tie in point (which can be within the South bay), the contractor shall provide (2) new ball valves to isolate each line (one for the existing irrigation line, and one for the new building line).
 - 3. The contractor shall insulate the line that is above ground to prevent freezing within the South bay, if necessary.
 - 4. The contractor shall provide an additional hose bibb connection prior to the water heater piping, for a garden hose, cold water connection within the North Bay.
- xii. The contractor shall provide a 50 gallon natural gas water heater in the conditioned bay with a hose bibb output for a hose to connect to a pressure washer.
- xiii. Roof is to be 24 ga metal standing seam, 18" wide, panels.
 - 1. The contractor shall provide snow and ice shield below the metal roof panels.
 - 2. The slope to be 4/12 pitch
 - 3. The contractor shall provide gutter system and downspouts as required.
 - 4. The contractor shall provide proper number of snow bars on each low side of roof.

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- xiv. Bollards, standard 4 ½" diameter, 36" height, are to be located on the exterior of each overhead door, painted safety yellow, in accordance with OSHA 1910.144.
- xv. 6" wide trench drain in the conditioned bay to be tied into the existing oil separator located on site.
 - 1. The contractor shall provide (2) centrally located floor drains in the South Bay that also tie in to the oil separator.
- xvi. Lean to Structure on east side of new building
 - 1. The contractor shall provide metal roof to match main storage building.
- xvii. Once building is complete, provide new asphalt from 4'-0" around the building to the new concrete slab. Asphalt to slope away from the building.

3. Safety Considerations

- a. There are power lines approximately 10'-0" north of the proposed building location, approximately 25' in the air. The contractor shall confirm that their safety operations will allow them to blanket these lines prior to performing any work.

4. General and Job Site Requirements

- a. Any products that are an extension of an existing system are to match the manufacturer of the existing system, unless otherwise specified.
- b. The contractor is responsible for confirming all existing conditions prior to starting construction.
- c. The primary contract holder with the city is solely responsible for the performance and compliance of all sub-contractors on this project.
- d. All work performed under this contract to be designed, permitted and installed in compliance with the Ohio Building Code and all applicable governing bodies.
- e. The contractor is responsible for compliance with all OUPS (811) requirements.
- f. The contractor is responsible for all permit drawings, permits and fees required to complete the project. The contractor is responsible for scheduling all inspections.
- g. The contractor is responsible to provide the city representative a minimum of (2) two days' notice on any utility outage or disruption.
 - a. Roadway, sidewalk or entrance closures shall also require (2) two days' notice.

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- h. All work to be performed within OSHA guidelines at all times.
- i. All prevailing wage rate sheets are to be available at all times during the project, on site, if determined applicable.
- j. Parking, material storage, work zone parameters and dumpster location will be agreed upon between the city and the selected contractor prior to initial mobilization.
- k. The contractor is solely responsible for all construction barricades separating the construction area from areas that are to remain active during the project.
- l. Any unsafe work environment is to be reported to the city representative on the project immediately, and all work will cease until the environment is deemed safe by all parties.
- m. The contractor shall be responsible for maintaining the site, leaving it free from all hazards on a daily basis.
- n. Restroom facilities shall be agreed upon between the city representative and the contractor prior to work commencing.

5. Schedule

- a. Project Timeline – The goal is to complete the project in a timely manner.
- b. Work schedule availability will be Monday – Friday, 7:00 am – 4:00 pm. If work is to be performed outside the pre-mentioned window, then prior approval by the city representative is required.

6. Deliverables prior to Mobilization

- a. All materials to be utilized within the project are to be submitted for Owner Approval prior to ordering. This includes:
 - i. Any product where a color selection was made, a sample needs to be provided.
 - ii. Any shop drawings from manufacturer/designer for Owner review and approval.
 - iii. All cut sheets of manufactured equipment.

7. Deliverables for Final Project Acceptance and payment

- a. Owner manuals and preventative maintenance schedule from manufacturers.
 - i. The contractor to provide a copy of all final inspection tags.
- b. As built drawings reflecting any modifications made during the project.
- c. All warranty paperwork
 - i. From contractor and subcontractors

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ii. From Manufacturers

- d. Copy of final punch list, signed by contractor, guaranteeing all work has been completed in compliance with the owner's level of acceptance.

8. Delivery, Storage and Handling

- a. The selected contractor shall be responsible for receiving, unloading and securing all of their materials at the job site.

9. Attachments

- a. 01 Site Plan Aerial
- b. 02 Schematic Floor Plan

END

**CITY OF KETTERING
GENERAL SPECIFICATIONS**

1. SCOPE

- 1.1 It is the intent of these specifications to describe the type of unit and work desired by the City.
- 1.2 This specification provides prospective suppliers a list of the quality level, size, quantity, and type of products and services desired.

2. GENERAL

- 2.1 The following specifications are minimum requirements and nothing smaller than specified sizes or ratings will be accepted.
- 2.2 The contractor shall inspect all areas before starting their work.
- 2.3 Contractor shall notify the City in writing, of any and all conditions which will prevent them from satisfactorily completing their work.
- 2.4 The contractor shall not proceed with any work until such discrepancies are entirely corrected.
- 2.5 Any variance from the specifications must have the approval of the City or the City's representative prior to the installation.
- 2.6 The silence of these specifications as to any details for the omission from them of a detailed description concerning any point shall be regarded as meaning that only quality material and correct type, size and design are to be used. All interpretations of this specification shall be made upon the basis of this statement.
- 2.7 All workmanship is to be of first quality.

3. PROTECTION

The supplier shall assume all costs arising from the use of patented materials, equipment devices, or processes used on or incorporated in the work, and agrees to indemnify and save harmless the City, its manager, engineers and duly authorized representatives, from all suits of law, or actions of any nature for or on account of the use of any patented materials, equipment devices, or processes.

4. INDEMNIFICATION

4.1 The Contractor shall defend, indemnify, and hold harmless the City of Kettering and its officials, employees, agents, representatives, and volunteers from any claim, cause of action, loss, damage, lawsuit, including reasonable attorney's fees, that result from, whether directly or indirectly, any negligent act(s) or omission(s) by the Contractor or its officials, agents, representatives, contractors, or employees.

4.2 The City will not enter into any contract which requires the City to do any of the following: (i) indemnify, defend, or hold harmless any other party; (ii) submit to mandatory arbitration or mediation; (iii) relinquish the City's right to trial by jury; (iv) submit to the jurisdiction of any court other than a court of competent jurisdiction located in Montgomery County, Ohio; (v) use any law other than Ohio law for interpreting the contract.

5. EQUAL OPPORTUNITY

The Contractor agrees that Contractor will not discriminate against any employee or applicant for employment because of gender, age, race, color, religious creed, ancestry, disability, sex or political affiliation, and that Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to gender, age, race, color, religious creed, disability, ancestry, sex or political affiliation.

6. GUARANTEE

The Contractor hereby agrees that all defects in the work done under this contract which became apparent during the period of one (1) year after the date of approval by the City and which, in its opinion, are traceable to the use of defective materials or improper workmanship, shall be remedied by the Contractor without cost to the City. The Contractor further agrees to make such repairs when and as directed by the City, such direction to be in writing. If after receiving such notice the Contractor fails to make such repairs within five (5) days, the City may cause said repairs to be made and charge the expense thereof to the Contractor or its surety.

7. CHANGES IN WORK

- 7.1 THE CITY OF KETTERING, without invalidating the contract, may order extra work or changes by altering, adding or deducting work, the contract sum being adjusted accordingly.
- 7.2 No extra work or change will be performed without a written change order from the CITY OF KETTERING and no claim for addition to the contract sum will be valid unless so ordered.

8. SAFETY

All work must be performed and completed in strict compliance with all current OSHA, state and local laws, ordinances and regulations, and the American National Institute Safety Code.

9. AWARD

- 9.1 In making an award, the City will evaluate the bids received, considering such features as listed below, as well as other factors which may be considered pertinent:
 - 9.1.1 Compliance with these specifications.
 - 9.1.2 The City's own past experience.
 - 9.1.3 Supplier's knowledge of this type of work.
 - 9.1.4 The City's knowledge of this type of work.
 - 9.1.5 Any additional services or qualities offered that will benefit the City.
 - 9.1.6 Quality of the workmanship.
 - 9.1.7 Completion time of the project.
 - 9.1.8 Cost of the project.
- 9.2 The City reserves the right to make awards to more than one bidder and to accept a part or parts of a bid.
- 9.3 The City reserves the right to accept or reject any or all bids; to waive informalities, irregularities, or defects in bids, to seek new bids, or to accept such bid(s) as the City shall solely deem to be in its best interest; and to award to the supplier most advantageous to the City.
- 9.4 Bids must be received prior to the deadline. Bids received after the deadline will be automatically disqualified.

10. FIRM PRICES

- 10.1 The bid prices shall remain firm for ninety (90) days after the bid opening date.
- 10.2 Prices quoted are to be F.O.B. Kettering, Ohio.

11. OWNERSHIP
The items which are the subject of the contract shall remain the property of the contractor until final acceptance by the City.
12. PERFORMANCE BOND
The City reserves the right to require a Performance Bond. If required, the successful bidder will, within ten (10) days after they have received notice of the acceptance of the bid, deliver to the City a payment and performance bond in an amount of 100% of the total contract awarded to them as a guarantee that the bidder will completely perform according to the terms of the bidding documents. Such a bond shall be issued by a surety company satisfactory to the City. The successful bidder shall use the performance bond form (Attached Form B) provided by the city, and no alternative forms shall be accepted. In the alternative, such a bond may be in the form of an irrevocable, unconditional letter of credit in a form which meets the approval of the Law Director of the City, drawn upon a national bank satisfactory to the City and having its principal office in the State of Ohio. As another alternative, the bond may be posted in the form of a cash deposit with the City under the language of a cash performance bond document approved by the Law Director for the City. Any of these alternatives shall be deemed to be included within the meaning of the words, "Performance Bond."
13. DEVIATION CLAUSE
13.1 References in the specifications or descriptions of the materials, supplies or services required to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the type of materials or supplies or nature of the work desired.
13.2 They should not be construed as excluding proposals on other type of materials and supplies or for performing the work in a manner other than specified.
13.3 However, the bidder's attention is called to the condition that if awarded a contract, the bidder will be required to furnish the particular item referred to in strict accordance with the specifications or descriptions as bid, unless a departure or substitution is clearly noted and described in the proposal.
14. PROPOSAL
14.1 All blank spaces for the proposal shall be filled in on the proposal form.
14.2 Any additional information as to qualifications, experience, or service available should be forwarded with the Proposal.
15. PAYROLL RECORDS (PREVAILING WAGE COMPLIANCE)
Every contractor and subcontractor who is subject to Chapter 4115 of the Ohio Revised Code shall fully comply with that chapter, including the payment of prevailing wages as determined by the State, the timely submission of certified payroll reports, and the filing of a notarized affidavit affirming compliance with Chapter 4115.

If this is a Federally Funded Project, Federal Labor Standards Provisions shall apply
16. LAWS AND REGULATIONS
16.1 The Contractor shall keep fully informed of all federal or state laws, municipal ordinances, and regulations in any manner affecting those engaged or employed in the work or the materials used in the work, or in any way affecting the contract of the work and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.
16.2 Contractor shall also observe and comply with, and shall cause all Contractor's agents, employees and subcontractors to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees, and to protect and to indemnify the City against any claim or liability arising from or based on the violation of such laws, ordinances, regulations, orders or decrees by Contractor, agents, employees or subcontractors.
16.3 The Contractor shall comply with all the safety requirements of the Industrial Commission of Ohio Relating to Construction, which requirements are by reference made a part of these specifications.
16.4 The contractor shall assume all costs arising from the use of patented materials, equipment devices, or processes used on or incorporated in the work, and agrees to indemnify and save harmless the City, its manager, engineers and duly authorized representatives, from all suits of law, or actions of any nature for or on account of the use of any patented materials, equipment devices, or processes.
17. PERMITS – Unless otherwise expressly provided to the contrary in the specifications and drawings, the Contractor is responsible to secure and pay for all permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work. Permit costs can be found on the City's website at: www.ketteringoh.org
18. LIABILITY OF CONTRACTOR FOR PATENTS, INJURIES, ETC.
18.1 The Contractor shall take all responsibility for the work, and take all precautions for preventing injuries to persons and property on or about the work, shall bear all losses resulting to them on account of the amount or character of the work, or because the nature of the ground on which the work is done is different from what was estimated or expected, or on account of the weather, floods, elements, or other causes, and they shall assume the defense of, and indemnify and save harmless, the City, its manager, engineers and duly authorized representatives, from all claims and judgments relating to: labor, equipment and materials furnished for the work; to inventions, patents and patent rights used in doing the work; to injuries to any person or corporations caused by, incident to, connected with, resulting or arising from the Contractor, Subcontractor, and their employees in doing the work, or in consequence of any improper materials, methods, implements or labor used therein; and to any act, omission or neglect of the Contractor, Subcontractor, and their employees therein.
18.2 The mention of any specific duty or liability of the Contractor in any one section of the specifications shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor by the specifications as a whole, said reference to any specific duty or liability being merely for purposes of explanation.
19. SUBLETTING OR ASSIGNING
19.1 The Contractor shall give their personal attention to the faithful prosecution of the work, shall keep the same under their personal control, and shall not assign by power of attorney or otherwise, nor sublet the work or any part thereof, without the previous consent of the City, in writing, and shall not, either legally or equitably, assign any of the monies payable under this agreement, or their claim thereto, unless by and with the consent of the City.

- 19.2 Assigning or subletting the whole or any portion of this contract shall not operate to release the Contractor or their bondsmen hereunder from any of the contractual or statutory obligations.

20. CHARACTER OF WORKERS

- 20.1 The Contractor shall at all times employ sufficient labor and equipment for performing the several classes of work to full completion in the manner and time required by these specifications.
- 20.2 All workmen shall have sufficient skill and experience to perform the work assigned to them. Workmen engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform all work properly and satisfactorily.
- 20.3 Any person employed by the Contractor or by any subcontractor who, in the opinion of the Engineer, Purchasing Manager, Buildings Superintendent, and/or any other applicable City employee, does not perform their work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the City be removed forthwith by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without the approval of the Engineer, Purchasing Manager, Buildings Superintendent and/or any other applicable City employee.
- 20.4 Should the Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper performance of the work, the Engineer, Purchasing Manager, Buildings Superintendent, and/or any other applicable City employee, may withhold all estimates, which are or may become due, or may suspend the work by written notice until the Contractor complies with such orders.

21. DATE FOR COMPLETION

- 21.1 If the contract is revised in any material respect and it is determined by the City that said revision will cause delay in the completion of the work, the City will postpone the completion date by the number of calendar days it determines to be equitable.
- 21.2 If the Contractor finds it impossible for reasons beyond their control to complete the work by the date as specified or as extended in accordance with the provisions of this Section, they may, at any time prior to the expiration of the contract or contract time as extended, make a written request to the City for an extension of time setting forth therein the reasons which they believe will justify the granting of their request. The fact that the Contractor was devoting time or materials to another customer, or to an attempt to obtain another customer, is a matter within control of the Contractor and so shall not be a valid reason for an extension of time. The insufficiency of time as specified in proposal and agreement is not a valid reason for an extension. If the City finds that the work was delayed because of conditions beyond the control and without the fault of the Contractors, it shall extend the time for completion in such amount as the conditions justify. The City must act reasonably in making its decision on extension requests. The extended time for completion shall be postponed the number of days that the suspension directly or indirectly delays the completion of the work.

22. FAILURE TO COMPLETE ON TIME

- 22.1 For each calendar day that any work shall remain uncompleted after the contract completion date, or extended date, the sum specified herein will be deducted from any money due the Contractor, not as a penalty but as liquidated damages; provided however, that due account shall be taken of any adjustment of the completion date granted under these provisions.
- 22.2 Permitting the Contractor to continue and finish the work or any part of it after the date fixed for its completion, or after the date to which completion may have been extended, will in no way operate as a waiver on the part of the City of any of its rights under the contract.
- 22.3 The City may waive such portions of the liquidated damages as may accrue after the work is in condition for safe and convenient use.

23. PAYMENT

The lump sum and unit prices stated in the proposal to be paid for the respective items shall be payment in full for the completion of all work specified and described. If a Performance Bond is not required, payments will be made after completion and inspection by the City.

24. LIQUIDATED DAMAGES

Original Contract Amount		Daily Liquidated Damages to be Deducted for Each Day of Overrun
More Than	But Not Exceeding	
\$ 0	\$100,000	\$500.00
Over	100,000	1,000.00

25. TERMINATION OF CONTRACT

- 25.1 If the work to be done under this contract shall be abandoned by the Contractor, or if this contract shall be assigned or the work under this contract sublet by the Contractor, otherwise than herein specified; or if before the completion of the work under this contract, the Contractor shall become financially unable to meet their current obligations or shall become bankrupt or shall make a general assignment for the benefit of the creditors or shall have their property levied upon or taken in execution or under attachment; or if, at any time, the City shall be of the opinion that the performance of the Contract is unnecessarily or unreasonably delayed or that the Contractor is violating any of the conditions or agreements of this Contract, or is executing the same in bad faith or is not fulfilling the terms thereof, or is not making such progress in the execution of the Contract, or within the time to which the completion of the Contract may have been extended by the City, then the City at its discretion may at any time declare this Contract or any portion thereof, terminated by a written notice served upon the Contractor, a copy of which shall be given to the Surety or the authorized agent of the Surety.
- 25.2 Upon the service of such notice, the Contractor shall discontinue the work or such part thereof as the City shall designate whereupon the Surety may, at its option, assume this Contract or that portion thereof on which the City has ordered the Contractor to discontinue work and proceed to perform the same and may, with the written consent of the City, sublet the work, or portion of same taken over, provided, however, that the Surety shall exercise its option, if at all, within two weeks after written notice to discontinue work has been served upon the Surety or its authorized agent. The Surety, in such event, shall take the Contractor's place in all respects and shall be paid by the City for all work performed by it in accordance with the terms of this contract and if the Surety under the provisions hereof, shall assume said entire Contract, all monies remaining due the Contractor or at the time of their default, shall thereupon become due and payable to the Surety as the work progresses, subject to all of the terms of this Contract.
- 25.3 In case the Surety does not, within the specified time, exercise its right and option to assume this Contract or that portion thereof on which the City has ordered the Contractor to discontinue work, then the City shall have the power to work it and to complete the work herein described, furnishing the necessary labor and material therefor, without advertising for bids or letting a contract, or to contract to

complete the same as herein provided for, in the manner provided by law for the letting of contracts by the City, or to procure other materials, tools, machinery and appliances for the completion of the same and to charge the expense of said labor, materials, tools, machinery and appliances, for the completion of same and to charge the expense of said labor, materials, tools, machinery and appliances, or of the new contract, to the Contractor, and the expense so charged shall be deducted and paid out of such money as may then be due or thereafter at any time to become due to the Contractor, and in case such expense is less than the sum which would have been payable under this Contract, if the same had been completed by the Contractor, they shall be entitled to receive the difference, and in case such expense is greater, the Contractor, or, in case of their default, their Surety shall, on notice from the City, pay the amount of such excess to the Finance Director of Kettering, Ohio.

26. **Insurance:** Contractor shall procure and maintain for the duration of the contract, and for 3 years thereafter, insurance against claims for injuries to persons or damage(s) to property which may arise from or in connection with the performance of the work performed by the Contractor, Contractor's agents, representatives, employees, or subcontractors.

26.1 Minimum Scope and Limit of Insurance:

26.1.1 Coverage shall be at least as broad as:

- A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- B. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- C. Workers' Compensation insurance as required by the State of Ohio, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. *(Not required if contractor provides written verification it has no employees.)*
- D. Builder's Risk (Course of Construction) insurance (for construction/remodeling projects) utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
- E. Professional Liability Professional Liability (Errors and Omissions) insurance appropriate to the Contractor's profession (if Contractor is providing professional services), with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
- F. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions insurance (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

26.1.2 If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

26.1.3 Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Contractor shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Deductibles shall not exceed \$25,000.00.

26.1.4 No Reduction or Limit of Obligation: By requiring insurance, the City does not represent that the required insurance coverage and limits will necessarily be adequate to protect the Contractor. Insurance affected or procured by the Contractor will not reduce or limit the Contractor's contractual obligation to indemnify and defend the City for claims or suits which result from or are connected with the performance of the contract.

26.2 Other Insurance Provisions

26.2.1 The insurance policies shall contain, or be endorsed to contain, the following provisions:

- A. The City, its officers, officials, employees, and volunteers shall be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or, if not available, through the addition of both CG 20 10 10 01 and CG 20 37 10 01 if a later revisions used.
- B. For any claims related to the project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance coverage.
- C. Each required insurance policy shall provide that coverage shall not be canceled, except with advance notice to the City. Additionally, Contractor itself shall also provide immediate notice to the City if any required insurance policy is suspended, voided, canceled, reduced in coverage or in limits.

26.2.2 Builder's Risk (Course of Construction) Insurance

- A. Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name the City as a loss payee** as its interest may appear.

B. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery, and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery, or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation, and testing at the City's site.

26.2.3 Claims Made Policies

If any required coverage is allowed to be written on a claims-made coverage form, all of the following apply:

- A. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
- B. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
- D. A copy of the claims reporting requirements must be submitted to the City for review and approval.
- E. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

26.2.4 Acceptability of Insurers: Insurance shall be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City. All insurance shall be provided through companies authorized to do business in the state of Ohio.

26.2.5 Waiver of Subrogation: Contractor shall waive rights of subrogation which any insurer of Contractor may acquire against the City, its officials, agents, employees, and volunteers by virtue of the payment of any loss. Contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation.

26.2.6 Verification of Coverage:

- A. Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, affecting required coverage. All certificates and endorsements must be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.
- B. Failure of the City to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such insurance.
- C. The acceptance of delivery by the City of any certificate of insurance evidencing the required coverages and limits does not constitute approval or agreement by the City that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements.
- D. The City may prohibit the Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the City.
- E. If the Contractor fails to maintain the required insurance, the City may purchase the required insurance and set off the related expense against any amount owed to Contractor. Alternatively, the Contractor's failure to maintain the required insurance may result in termination of the contract, in the City's sole discretion.
- F. If any of the insurance is required to remain in force after final payment, an additional certificate evidencing continuation of such coverage will be submitted with the Contractor's final invoice.

26.2.7 Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 or broader coverage.

26.3 Special Risks or Circumstances: City reserves the right to modify any of the insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

27. INQUIRIES

27.1 All inquiries concerning these specifications shall be submitted to:

Purchasing
3600 Shroyer Road
Kettering, OH 45429

27.2 Questions will be answered as soon as possible.

27.3 Questions developing information which, in the opinion of the City, should be made available to all bidders, will be distributed in question and answer form to all those known to be preparing proposals (bidder's list).