

## 100 GENERAL PROVISIONS

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**103.01 Consideration of Proposals.** After the proposals are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the proposal by the unit bid prices. In the event of a discrepancy between unit bid prices and extensions, the unit price shall govern.

The right is reserved 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 City will be promoted thereby.

**103.02 Award of Contract.** The award of the contract, if it be awarded, will be made as soon as is reasonably possible after the opening of bid proposals to the lowest responsible and responsive 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, that the City intends to award the contract subject to Contract compliance certification by the Equal Business Opportunity Office and approval by Columbus City Council. Written Notice of Award will be furnished by the City whereupon execution of the contract will commence.

**103.03 Cancellation of Award.** The City reserves the right to rescind the award of any contract at any time before the execution of said contract by all parties without any liability against the City.

**103.04 Return of Proposal Guaranty.** All proposal guaranties, except those of the three lowest bidders, will be returned immediately following the opening and checking of the proposals. The retained proposal guaranties of the unsuccessful of the three lowest bidders will be returned within 10 days following the award of contract and that of the

successful bidder will be returned after a satisfactory contract performance and payment bond has been furnished and the contract has been executed.

**103.05 Requirement of Contract Performance and Payment Bond.** The successful bidder must within 10 days, after receiving written Notice of Award and before execution of the contract by the City, furnish a contract performance and payment bond in the form provided by 153.57 of the Ohio Revised Code in the full amount of the proposal bid. Said bond shall cover the entire contract including the guarantee period required under 109.12. Successful bidders failure to return the contract and the contract performance and payment bond shall be deemed a refusal by the Contractor from entering into a contract and release the City from all obligation to the bidder.

**103.06 Execution of Contract.** The contract shall be signed by the successful bidder and returned, together with the contract performance and payment bond and other required contract documents, within 10 days after the bidder has received the Notice of Intent to Award and the Contract Documents for signature. No proposal shall be considered binding upon the City of Columbus until the execution of the contract. If the Contract is not signed by the Director within 30 days following the effective date of the authorizing legislation approved by City Council, the successful bidder will have the right to withdraw its bid without prejudice.

The Contractor will be supplied with 5 sets of Contract Documents. The Contractor must obtain 1 copy of these specifications (CMSC) at its own cost and keep available 1 copy of the CMSC, and 1 set of the Contract Documents at the work site at all times. Any extra sets of Contract Documents required by the Contractor may be purchased from the appropriate owner division.

**103.07 Failure to Execute Contract.** Failure of the bidder to execute the contract and file an acceptable bond shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the City, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsive and responsible bidder, or the work may be re-advertised as the Director may decide.

**103.08 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 the Contractor and any subcontractor 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 the Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance policy shall include the City as an additionally named insured. The Contractor shall maintain coverage of the types and in the amounts as specified below. Proof of such insurance coverage shall be evidenced by submitting a certificate of insurance. A Contractor's "Umbrella" type

policy with limits specified below may be submitted for this requirement, with the City as a named insured.

The amounts of such insurance shall be as follows:

**Bodily Injury Liability:**

Each Person	\$500,000
Each Accident	\$1,000,000

**Property Damage Liability:**

Each Accident	\$500,000
All Accidents	\$1,000,000

Such insurance shall remain in full force and effect during the life of the contract.

The Contractor shall furnish evidence to the City of Columbus that, with respect to the operations it performs, it carries regular automobile insurance including but not limited to: any auto, all owned auto, hired auto, and non-owned auto providing for a limit of not less than \$1,000,000.00 for all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total limit of \$1,000,000.00 for all damages arising out of bodily injuries to or death of two or more persons in any one event, and automobile insurance providing for a limit of not less than \$1,000,000.00 for all damages arising out of injury to or destruction of property in any one event and, subject to that limit per event a total (or aggregate) limit of \$1,000,000.00 for all damages arising out of injury to or destruction of property during the policy period.

Insurance may not be changed or canceled unless the insured and the City are notified in writing not less than thirty days prior to such change or cancellation. In the event of cancellation the Contractor shall cease all operations until proper insurance has been restored. If any part of the contract is sublet, the Contractor is responsible for the part sublet being adequately covered by insurance herein-above described.

If during the construction of the work, special hazards such as boiler explosion, elevators, hoists, blasting, etc. are encountered they shall be covered by rider or riders to the policy or policies herein required or by separate policies of insurance in amounts as follows:

<b>Amount of Insurance</b>		
(1) <b>Type of Hazard</b>	(2) <b>Public Liability</b>	(3) <b>Property Damage</b>
Boiler Explosion	\$500,000-\$1,000,000	\$500,000-\$1,000,000
Elevators	\$500,000-\$1,000,000	\$500,000-\$1,000,000
Hoists	\$500,000-\$1,000,000	\$500,000-\$1,000,000
Blasting	\$500,000-\$1,000,000	\$500,000-\$1,000,000

Certificates showing proof of coverage for such special hazards shall be furnished upon demand.

**103.09 Fire and Builder's Risk Insurance.** The Contractor shall maintain insurance to protect the Contractor and the City from loss by fire, lightning, extended coverage and vandalism in the full amount of the Contract.

**103.10 Railroad Protective Insurance.** Where the Contract requires Railroad Protective Insurance and no specific bid item is provided in the proposal for the payment of the premium therefore, the cost of such insurance shall be included in the various other bid items in the Contract.

**103.11 Worker's Compensation Insurance.** The Contractor shall take out and maintain, during the life of this Contract, adequate Worker's Compensation Insurance for all employees employed at the site of the project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for the subcontractor's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under the Contract at the site of the project is not protected under the Worker's Compensation statute, the Contractor shall provide and cause each subcontractor to provide suitable insurance for the protection of their employees not otherwise protected.

In order to comply with this requirement, the Contractor shall furnish and attach to each executed set of the Contract Documents, a copy of the Worker's Compensation Certificate showing that the Contractor's industrial insurance premium has been paid. Renewal certificates shall be furnished as necessary during the life of the Contract.

**103.12 Delinquent Personal Property Tax Affidavit.** Bidders are charged with notice of Section 5719-042 of the ORC and agree that if this contract is awarded to them they will execute and submit the affidavit required by said section. The Affidavit is to be incorporated into and made a part of this contract and no payment shall be made with respect to this contract unless such statement has been incorporated.