



# Congress Square I Condominium

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Strongsville, Ohio 44136

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<http://csone.condohome.net>

## MEMORANDUM

TO: Concrete Repair Contractors  
FROM: Dennis Lewis, Association Administrator  
RE: Request for Proposal - Concrete Replacement - 2019

We are requesting a proposal and are providing information your review for **CONCRETE REPLACEMENT** at **Congress Square I Condominium**. **Congress Square I** is located on Williamsburg Court, west of Eastland Road and north of Bagley Road in Middleburg Heights, Ohio.

Contract documents and bid specifications for Concrete Renovation are available at the links below:

<http://www.condohome.net/contr/concrete19w.pdf>

Duplicate or updated project information is available at:

<http://condohome.net/html/contractors.html>

Please review these documents as well as our property carefully prior to submitting your bid. Along with the completed bid sheet, please also provide the following if you have not previously had a contract for work at the Association:

- Contractor Qualifications Sheet - which includes references comparable to our association
- Copy of Ohio Workmen's Compensation Certificate
- Specimen copy of Insurance Certificate or Policy Declarations

Contractor interviews, specification reviews and property walk throughs may be scheduled on request.

The Bid Sheet and Work Itemization requires an itemized quotation for each portion of the work as the final selection of work to be performed will be determined after bids have been received and budgetary considerations have been made. Replacement priority will be given to Area 9, uneven sidewalks and then other areas as the budget permits. It is anticipated that all work will not be performed in 2019 with subsequent work completed in the future subject to the awarding of additional Agreements with the Association. Alternate proposals for the work will also be accepted. The Board of Directors of **Congress Square I Condominium** reserves the right to accept or reject any bid for any reason.

Should you have any questions, please contact us at (440) 572-7649 or by e-mail. Our basic operational hours, the times that calls will be returned, are Monday -Thursday Noon - 6 PM and Friday Noon - 4 PM. Thank you.

# Congress Square I Condominium

## **CONCRETE REPLACEMENT- 2019**

CONTRACT DOCUMENTS - The contract documents consist of:

1. Agreement
2. Specifications for Concrete Replacement
3. Acceptance

### ***A. Association and Location***

1. CONGRESS SQUARE #1 CONDOMINIUM ASSOCIATION consists of 144 units in 36 buildings at 20320 - 20604 Williamsburg Court, in Middleburg Heights, Cuyahoga County, Ohio. This AGREEMENT is between the CONTRACTOR and the ASSOCIATION, an Ohio Non-Profit Corporation, which is governed by its BOARD OF DIRECTORS.

2. All decisions or approvals required of Association shall be made by its Board of Directors. ASSOCIATION in turn designates **condohome limited**, as ASSOCIATION'S ADMINISTRATOR for the Project who is hereby authorized to convey and submit all decisions, approvals and other communications of Association, required or needed under the terms of this Agreement, to Contractor. The Administrator is also authorized to receive any and all correspondence, notices and other communications required under the terms of this Agreement from Contractor on behalf of Association. The Administrator and the Association's Board of Directors shall have the right at all times to examine or have examined the materials, equipment and supplies used by the Contractor and to observe the operations of the Contractor, its agents and employees. In no event shall this Agreement or any of the attached documents be construed to create a contractual relationship of any kind between the Administrator and Contractor.

3. The ASSOCIATION, at its sole option, may retain the services of a Consulting, Engineering or Architectural firm to provide certain Construction Management services to the Association related to the work. The CONSTRUCTION MANAGER shall have the right at all times to examine or have examined the materials, equipment and supplies used by the Contractor and to observe the operations of the Contractor, its agents and employees. In no event shall this Agreement or any of the attached documents be construed to create a contractual relationship of any kind between the CONSTRUCTION MANAGER and Contractor.

### ***B. Project Review, Alternate Specifications and Proposals***

It is the intent of the Specifications and any Scope of Work to describe a complete job to be accomplished in accordance with concrete replacement industry standards for residential properties. Any work that may reasonably be inferred from the Specifications and any Scope of Work as being required to produce the intended result shall be supplied whether or not it is specifically called for. Any deficiencies in the specifications and any Scope of Work which could prevent the job from being performed in a workmanlike manner shall be called to the ASSOCIATION's attention in CONTRACTOR's alternate specifications. The CONTRACTOR has inspected the site prior to submitting a bid.

### ***C. Changes in the Work***

Without invalidating the AGREEMENT, the ASSOCIATION may, at any time, order additions, deletions or revisions in the work. These will be authorized in writing by CHANGE ORDERS. Upon receipt of a CHANGE ORDER, CONTRACTOR shall proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract Documents. If any CHANGE ORDER causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made. So as not to curtail work schedules, changes involving 15% or less of the TOTAL CONTRACT PRICE, as well as extensions or MODIFICATIONS of the AGREEMENT may be executed by the Administrator acting on behalf of the ASSOCIATION.

### ***D. Supervision and Inspection***

1. The ASSOCIATION shall have the right at all times to examine or have examined the materials, equipment and supplies used by the CONTRACTOR and to observe the operations of the CONTRACTOR, his agents and employees.

2. Contractor shall supervise and direct the Project competently and efficiently, devoting such attention thereto and applying such skills and expertise as is necessary to perform the work in accordance with this Agreement. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of the work to be performed.

3. Within seven (7) days of the receipt of Contractor's invoice for an installment payment, ASSOCIATION and/or the CONSTRUCTION MANAGER will conduct an inspection of the given portion of the Project. Any objections with the work performed will be communicated in writing to Contractor within three (3) days of such inspection.

4. In the event Association fails to deliver any written objections within three (3) days of the completion of the inspection, the invoice submitted for the given installment payment shall be paid to Contractor in accordance with Section L. At Association's option, the final payment may be issued upon the receipt of notarized lien release(s) from Contractor and from any and all subcontractors, laborers, and materialmen who provided goods and services in conjunction with the portion of the Project at issue or an affidavit from the Contractor indemnifying Association from any liability related to the filing of materialman's or mechanics liens.

5. In the event the Association delivers a written notice of objection, the parties shall meet to resolve such items within twenty-eight (28) days of receipt of the notice. Contractor may acknowledge items of objection by providing Association with a written schedule for correction to be completed not later than the date of completion of the work. If the parties shall not meet or agree on a resolution of such issues, then the parties shall submit the dispute to mediation as set forth in Section T.

#### ***E. Contractor Personnel***

1. The CONTRACTOR is properly equipped, organized and financed to complete the project. CONTRACTOR shall operate as an independent contractor and not as the agent or employee of the ASSOCIATION.

2. The CONTRACTOR shall staff the work site with properly trained personnel who are qualified to perform the assigned tasks. All work shall be completed in a professional, workmanlike manner. CONTRACTOR's employees shall observe the rules and regulations of the ASSOCIATION and these specifications. CONTRACTOR shall immediately attempt to resolve any complaints or disputes that may arise out of the performance of work related to these specifications. At the reasonable request of the ASSOCIATION, the CONTRACTOR shall replace any personnel that proves unsatisfactory with personnel meeting the requirements of the ASSOCIATION.

3. The CONTRACTOR shall immediately notify the ASSOCIATION of any labor disputes and of their impact upon the completion of the work outlined.

#### ***F. Site Access, Equipment, Materials, Safety and Protection***

1. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project, including, without limitation, ensuring compliance with all applicable governmental safety rules, regulations, laws and requirements.

2. All equipment shall be properly maintained and shall be of the type that will not present a safety hazard to the Association residents under reasonably foreseeable circumstances. Contractor shall furnish, erect and maintain such barricades, fences, danger signals and warnings and take such precautions necessary to protect all landscaping, paving, installations, structures and any other Association property in the area of the work, to insure the safety of the public and to avoid damage or injury to any and all persons and property.

3. Open excavated areas, scaffolding or ladders must be broken down, covered or barricaded daily as appropriate to the hazard to prevent any unauthorized access by persons other than Contractor's employees, Administrator or Construction Manager.

4. The Contractor shall protect all metal, glass, plastic, painted surfaces, neighboring property, neighboring work and persons from adhesives, sealants, coatings and overspray of these materials that may cause damage. Finished areas of the buildings shall be protected from work related traffic. Contractor shall make good any injury that may have occurred to any adjoining buildings, structures, utilities or personal property in consequence of the work.

5. All work shall be performed so as not to interfere with, or otherwise compromise the integrity of any condominium unit or building, or cause damage to any condominium unit or the common areas other than is reasonably necessary to effectuate the Project. Contractor shall restore to the original condition, or pay for the cost of such restoration, those portions of the Condominium Property not designated for alteration by this Agreement. Contractor is granted permission for the reasonable trimming of trees, tree roots and shrubs to provide access to surfaces to be paved.

6. Unit owners are responsible for the protection of and/or the removal of property on patios and any other property that may be sensitive to vibration, moisture and small portions of construction debris and dust that may be generated in the reasonable performance of the contracted work.
7. The CONTRACTOR is responsible for the safe and secure storage of materials and shall assume all responsibility for the loss or damage to any items on ASSOCIATION property.
8. All materials shall be delivered in manufacturer's original containers, dry, undamaged, and with seals and labels intact. Materials shall be kept clear of ground and moisture. Materials shall be opened only in quantities that can be completed before the end of the day's work or the onset of inclement weather. Contractor shall confine equipment, materials and the operation of workers to areas permitted by the requirements of the Agreement, and shall not unreasonably encumber the Condominium Property with equipment or material.
9. Contractor shall be responsible for the daily removal from the Project site of papers, garbage and all other rubble and debris resulting from its work. Contractor shall, also, at the end of each work day, secure and protect all open materials and provide sufficient covering materials to protect them from inclement weather that may occur during non-work times. Contractor shall be responsible for maintaining clean and ready access to the Project site.
10. At the completion of the Project, Contractor shall remove from and about the Condominium Property all debris, waste materials, and all other rubbish, all in compliance with all applicable governmental requirements, and Contractor's tools, construction equipment, machinery, appliances and surplus materials not to be kept by Association.
11. Contractor shall provide reasonable notice to residents of impending work prior to the start of work at each dwelling unit to provide residents the opportunity to remove vehicles and personal articles from the work area.

**G. Subcontractors**

1. Any and all subcontractors shall be listed in the CONTRACTOR's proposal and on a Supplemental Statement of Subcontractors when changes occur. These subcontractors are bound by the all of the Contract Documents, including the Insurance and Worker's Compensation requirements that follow.
2. CONTRACTOR shall be fully responsible for all acts and omissions of his subcontractor and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that the CONTRACTOR is reasonable for the acts and omission of persons directly employed by CONTRACTOR. Nothing in the Contract shall create any contractual relationship between ASSOCIATION and any subcontractor, nor shall it create any obligation on the part of ASSOCIATION to pay or to see to payment of any monies due to any subcontractor or any person or organization, except as may be otherwise required by law. ASSOCIATION may furnish to any Subcontractor or other person or organization, to extent practicable, evidence of amount paid to CONTRACTOR on account of specific work done.

**H. Insurance**

1. Contractor shall provide and maintain, at its own expense, through the completion of the Project, and for a period of two weeks thereafter, the following forms of insurance:
2. **Workers' Compensation Insurance**, including Employer's Liability Insurance, covering all personnel engaged in the performance of this Agreement and in accordance with the laws of the State of Ohio.
3. **General & Public Liability Insurance** with limits of not less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence;
4. **Property Damage Insurance** with limits of not less than \$ 1,000,000.00 per occurrence; and,
5. **Automobile Liability Insurance**, covering bodily injuries with limits of not less than \$1,000,000.00 per person, and \$1,000,000.00 per occurrence, and coverage for property damage of not less than \$1,000,000.00 per occurrence, for any accident arising out of or resulting from the operation, maintenance or use by Contractor, its subcontractors, agents or employees, of any owned, non-owned, or hired automotive equipment.
5. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Ohio.

6. All policies for liability protection, bodily injury or property damage, shall include the name and address of Association as an additional insured. Each of the required insurance policies shall contain a provision to the effect that they may not be canceled except upon ten (10) days prior written notice to Association. Contractor shall prepare and submit accident reports in accordance with the procedures established by the insurance carrier(s).

7. If Contractor fails to procure and/or maintain any of the required insurance policies, Association shall have the right to procure and maintain said insurance for and in the name of Contractor, and Contractor shall pay the costs thereof and shall furnish all information necessary to maintain and make effective such insurance. The cost of such insurance may be deducted from any payments that may be otherwise required under the terms of this Agreement from Association to Contractor.

***I. Licenses and Permits***

1. The CONTRACTOR shall assume all blame for loss by reason of neglect or violation of any municipal, state or federal law or rule, regulation or order. The CONTRACTOR shall give to the proper authorities all required notices relating to the work, obtaining all permits and licenses and pay all proper fees prior to the start of work and/or receipt of payment. Contractor is required to provide Association with copies of all such required permits and licenses.

2. The CONTRACTOR agrees to comply with all of the legal safety requirements of the State of Ohio and the City of Middleburg Heights. Any violations of said statutes, codes, or ordinances, in connection with the work to be performed herein, shall be corrected by the contractor at his expense. Contractor shall bear all costs arising therefrom, including, but not limited to, costs of reparations, correction and defense of prosecution.

3. The CONTRACTOR shall contact the City of Middleburg Heights Building Department for a Pre-Pour inspection of areas with forms and wire in place and in advance of the placement of any new concrete.

***J. Indemnification***

1. To the fullest extent possible by law, CONTRACTOR shall indemnify and hold harmless ASSOCIATION and their agents and employees, Board Members, Administrator and owners, and all of their heirs and assigns, from and against all claims damages, losses, and expenses including but not limited to reasonable attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury of destruction of tangible property (Other than the Work itself), including the loss of use resulting therefrom; and (b) is cause in whole or in part by any negligent act or omission of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts of any of them may be liable regardless of whether on not it caused in part by a party indemnified hereunder.

2. In any and all claims against the ASSOCIATION or any of its agents, employees, Board Members, Administrator and owners by any employee of the CONTRACTOR, any subcontractor, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under the preceding paragraph shall not be limited in any way by any limitation on the amount or the type of damages, compensation or benefits payable by or for CONTRACTOR or any Subcontractor under Workers' or Workmen's Compensation Acts or Disability Benefit Acts or other employee benefit acts.

3. CONTRACTOR shall make good any injury that may have occurred to any adjoining buildings, structures, or utilities in consequence of the work.

4. The CONTRACTOR agrees that s/he will take steps necessary to insure that each person or company furnishing materials, supplies, or services in connection with the work to be performed under this agreement are promptly paid, and CONTRACTOR agrees to indemnify and hold harmless the ASSOCIATION from any and all claims and demands arising therefrom. Proof and release of all payments and waiver of all liens will be provided upon request.

***K. Work Time***

Work shall be performed Monday through Friday, during daylight hours. Saturday work may be authorized by the Association upon request.

***L. Payment***

1. Association shall pay to the Contractor for work performed and materials provided pursuant to the following terms and conditions and installments:

2. Association shall pay Contractor Twenty Five Percent (25%) of the CONTRACT PRICE on the date that work starts with demolition and removal of old concrete to be replaced.

3. Association shall pay Contractor an installment payment in the sum of Twenty Five Percent (25%) of the CONTRACT PRICE where no objections have been noted by the ASSOCIATION or where objections have been acknowledged by the CONTRACTOR, as provided in Section D, within ten (10) days following Association's receipt of Contractor's invoice for, and Association's inspection and/or CONSTRUCTION MANAGER'S project review and approval of the work as of the date of the CONSTRUCTION MANAGER'S review of the work identified as GROUP A.
4. Association shall pay Contractor an installment payment in the sum of Twenty Five Percent (25%) of the CONTRACT PRICE where no objections have been noted by the ASSOCIATION or where objections have been acknowledged by the CONTRACTOR, as provided in Section D, within ten (10) days following Association's receipt of Contractor's invoice for, and Association's inspection and/or CONSTRUCTION MANAGER'S project review and approval of the work as of the date of the CONSTRUCTION MANAGER'S review of the work identified as GROUP B.
5. Association shall pay Contractor the final payment of Twenty Five Percent (25%) of the CONTRACT PRICE where no objections have been noted by the ASSOCIATION or where objections have been acknowledged by the CONTRACTOR, as provided in Section D, within ten (10) days following Association's receipt of Waiver of Mechanic's Lien, Contractor's final invoice for, and Association's inspection and/or CONSTRUCTION MANAGER'S final project review and approval of the completed work identified as GROUP FINAL.
5. Payment of other amounts authorized by CHANGE ORDERS or for items subject to a MODIFICATION OF AGREEMENT, shall be tendered, Net 30 days from receipt of invoice where no objections have been noted or Net 30 days after ASSOCIATION acceptance of completion of the items noted in the objections.
6. ASSOCIATION'S or any CONSTRUCTION MANAGER'S approval of any work or materials and/or any progress or final payment to Contractor shall not constitute a waiver of any claim of defect or damage against Contractor. All sums and payments provided for above shall further be subject terms and conditions of this Agreement.
7. ASSOCIATION may refuse payment in whole or in part of any payment, if in its option, it would be incorrect do so. It may also refuse to make payment because of subsequently discovered evidence or the results of inspections by the CONSTRUCTION MANAGER, ADMINISTRATOR or ASSOCIATION, nullify any such payment previously made to such an extent as may be necessary to protect ASSOCIATION from loss because: The work is defective, written claims have been made against the ASSOCIATION or liens have been filed in connection with the work, the contract price has been reduced because of modification, or the CONTRACTOR'S failure to make payment to Subcontractors or for labor, materials or equipment.
8. CONTRACTOR shall pay and is solely liable for all sales, consumer use and other similar taxes required to be paid by it in accordance with the law of the place of work.
9. The ASSOCIATION may withhold payment as liquidated damages for the destruction or damage of ASSOCIATION property by the CONTRACTOR, subcontractors, their employees or agents; when defective materials or equipment has been furnished by the CONTRACTOR; or for nonperformance or untimely performance of contracted services has occurred. These liquidated damages may be withheld from any payment due CONTRACTOR.
10. In the event that Association fails to make any payment of the Contract Price not in dispute within thirty (30) days of the date due, Association shall pay Contractor interest on such payment from the date originally due at a rate equal to ten percent (10%) per annum.

***M. Nonperformance, Breach of Agreement and Termination***

1. If Contractor fails to perform any obligation under this Agreement in any material respect, or fails in any way to perform the conditions hereof, or disregards the authority of Administrator, or fails to pay laborers, mechanics, materialmen and suppliers when due (and if such failure to pay is not caused by Association's failure to make payments to Contractor in accordance with this Agreement), or repeatedly fails to supply sufficient, skilled work personnel or suitable materials or equipment, or disregards any laws, ordinances, rules, regulations, or orders of any public body having jurisdiction, Association shall have the right, if it so elects and without prejudice to any rights it may have, by giving seven (7) days written notice of its election to Contractor, to terminate this Agreement and take over all work, or part thereof, and all materials, equipment and supplies, and finish the work by whatever method Association deems expedient
2. Contractor's failure to comply in any material respect with any of the terms of this Agreement shall constitute a breach of this Agreement. In the event of such breach, Association, in addition to all other remedies available under the laws of the State of Ohio, including the right of termination as provided for in Section O, shall have the right to withhold part or all of any

payment otherwise due pursuant to the terms of this Agreement. Contractor shall be liable for any and all costs including, but not limited to, Association's reasonable attorneys' fees, in enforcing the terms of this Agreement or curing any breach of same. Any retention of payment of moneys due to the Contractor by the Association will not release Contractor from liability. Contractor shall also be liable for any additional cost, above and beyond the Contract Price, involved in replacing Contractor, either on a temporary or permanent basis, due to Contractor's failure to perform in any material respect.

***N. Termination***

The ASSOCIATION may, for cause, after giving CONTRACTOR (7) days notice, terminate the services of the CONTRACTOR and exclude CONTRACTOR from the ASSOCIATION work site. If the unpaid balance of the Contract exceeds the direct or indirect cost of completing the Work, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to the ASSOCIATION. Where the CONTRACTOR'S services have been so terminated by the ASSOCIATION, the termination shall not affect any rights of the ASSOCIATION against the CONTRACTOR then existing or which may accrue thereafter. Any retention of payment of monies due to the CONTRACTOR by the ASSOCIATION will not release CONTRACTOR from liability.

***O. Warranty and Guarantee***

1. All workmanship and materials shall meet the highest industry standards so as to pass without objection in the concrete replacement trade. Contractor further warrants and guarantees to Association that all materials applied, all equipment used, and all associated work shall be in accordance with this Agreement and shall not be defective. All defective work whether or not in place, may be rejected, and corrected promptly, without cost to the Association. All direct or indirect costs of Association in exercising such right shall be charged against the Contractor, and a Change Order shall be issued incorporating the necessary revisions of the Contract Documents and a reduction in the Contract Price.

2. In addition to all other requirements of this Agreement and/or Ohio law, Contractor shall replace, at its own expense, or pay for the cost of, without any additional expense to the Association, any and all equipment or property of Association or its unit owners that is damaged due to Contractor's negligence or the negligence of Contractor's subcontractors, agents or employees.

3. Contractor shall provide any and all manufacturer's warranties to the Association, effective as of the date of final payment from Association to Contractor for the entire Project and CONTRACTOR'S warranty upon completion and payment in full.

***P. Waiver of Breach***

The failure of any party hereto to insist upon strict performance of any of the covenants and agreements herein contained, or to exercise any option or right herein conferred, on any one or more instances, shall not be construed to be a waiver or relinquishment of any such option or right, or of any other covenants or agreements, but the same shall be and remain in full force in effect.

***Q. Exoneration Clause***

All agreements of payment and performance on the part of the signatory(ies) for the Association shall be agreements to pay and perform out of funds of the Association. No signatory for the Association assumes, nor shall he or she be under, any personal liability or obligation by reason of this Agreement.

***R. Notices***

All consents, demands, elections, notices, requests and other communications hereunder required shall be in writing and shall be sent by regular U.S. mail, postage prepaid, telecopy, or hand delivery and addressed to the same addresses of the parties listed in the Acceptance of this Agreement or to such other address as any party may by similar notice hereafter designate for such purpose.

***S. Governing Law and Severability***

This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws of the State of Ohio and City of Middleburg Heights.

***T. Mediation***

If a dispute arises out of or relates to this Agreement, and if said dispute cannot be settled through direct discussions, the parties shall first endeavor to settle the dispute in an amicable manner by mediation under the rules of the American Arbitration Association then in effect for Ohio, before resorting to further legal proceedings.

### ***U. Construction of Terms, Interpretation and Merger***

1. The section headings contained herein are for convenience only and do not define, limit or construe the contents of such sections.
2. This Agreement shall be construed according to the fair meaning of the language used and not strictly construed in favor of or against either party.
3. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter of this Agreement and contains all of the covenants, agreements and other obligations between the parties hereto with respect to the subject matter of this Agreement, No waiver, alterations or modifications of this Agreement or any other agreements in connection therewith shall be valid unless in writing and duly executed by all parties hereto.

## **CONCRETE REPLACEMENT - SPECIFICATIONS - PART 2 OF 3**

### **Work Detail**

1. Saw cut and remove existing concrete and necessary sub grade. Removed material shall become the property of the CONTRACTOR and shall be disposed of in compliance of with all local, state and federal ordinances. Existing concrete that is not removed shall not be damaged or disturbed. Sod areas shall be removed and placed aside in such a manner as to enable its replacement with the existing sod after removal of forms after concrete installation. CONTRACTOR is not required to restore landscaped areas, replace existing sod with new sod, grade areas with topsoil or seed lawn areas adjacent to work areas after construction.
2. Sub grade in driveway areas shall be replaced with minimum 6 inches of compacted stone or gravel.
3. Installation of Forms in areas to be renovated. All concrete shall be sloped in a manner to cause drainage away from buildings towards the street. Existing drains shall be used where possible.
4. Installation of new or replacement drains and catch basins as necessary in areas to be renovated.
5. Concrete installed shall meet State of Ohio DOT # 450 Class C (6 1/2 Sacks of cement per cubic yard of concrete - Air entrained)
6. Driveway, Parking and Apron Areas shall consist of 6 inches (6") of concrete with reinforced steel wire mesh.
7. Sidewalk Areas shall consist of 4 inches (4") of concrete except in Apron areas that receive automobile traffic which shall consist of 6 inches of concrete with reinforced steel wire mesh.
8. Fiber expansion joints shall be placed where concrete will abut any building boundary such as at front stoops, doorways, garage floors and walls, where sidewalks abut driveway areas, and where the new concrete abuts old concrete and width of the joint is 15 feet or more.
9. Additional joints shall be saw cut and caulked with joint sealer.
10. A broom or canvas belt shall be used for final surface finish.
11. Forms shall be removed and existing sod and soil shall be placed adjacent to forms by after installation of concrete.
12. Concrete shall be spray cured and sealed with two (2) coats of concrete sealer, with brand and grade specified by the contractor. Contractor shall specify the availability of an anti-spalling compound available at additional cost at the time of bid submission.
13. Caulking - Cracked expansion joint areas indicated shall be cleared of debris with compressed air, filled with poly backing rod material and filled with resilient concrete joint compound.
14. Grinding - Edges of concrete pads indicated shall be ground to provide a level walking surface between adjacent concrete sidewalk or driveway pads.
15. Catch Basin Cover Manufacturer: East Jordan Iron Works - Four (4) additional covers shall be provided with each catch basin replacement

### Definitions:

- City Sidewalk** - 4 foot wide sidewalk adjacent to tree lawn at street 4" thickness except in Driveway Apron Areas where a 6" thickness is required
- Sidewalk** - 3 foot wide sidewalk providing access to homes 4 " thickness
- Apron** - Section of concrete immediately adjacent to the street 6 " thickness
- Driveway** - Section of concrete supporting vehicle traffic from street to garages 6 " thickness
- Garage Apron** - Car length Section of concrete immediately adjacent to the garage doors 6 " thickness

**Work areas** are indicated on the maps and are referenced by the nearest addresses. The number of concrete pads indicated are counted from expansion joint to expansion joint unless otherwise specified.





**Congress Square I Condominium**  
 Williamsburg Court Middleburg Heights, Ohio  
**CONCRETE REPLACEMENT BID SHEET**

180626

COMPANY \_\_\_\_\_ PHONE \_\_\_\_\_  
 ADDRESS \_\_\_\_\_ FAX \_\_\_\_\_  
 \_\_\_\_\_ E-MAIL \_\_\_\_\_  
 CONTACT PERSON \_\_\_\_\_

Please submit quotations for the following work as described in the Specifications. Driveways, Aprons, Garage Aprons, Sidewalks in Apron Areas and Parking Areas are 6" Steel Wire Reinforced. All other sidewalks are 4".

Area	Address	# Pads	Detail/Comments	Price
1	20332	3	Sidewalk (1 large section & 2 small)	\$ _____
2	20344	6	Sidewalk	\$ _____
3	20343	2	City Sidewalk	\$ _____
4	20375	2	Cut out & replace Apron sections & 1 Replace adjacent sidewalk	\$ _____
5	20397	1	Sidewalk	\$ _____
6	20372	1	City Sidewalk - tree roots (4 blocks from driveway)	\$ _____
7	20370	1	Sidewalk adjacent to building	\$ _____
8	20415	8	City Sidewalk	\$ _____
	20415	3	Sidewalk	\$ _____
9	Replace all driveway and parking surfaces from street to buildings			
	20420	34	Driveway	
	20420/28	25	Garage Aprons	
	20428	30	Apron	
	20428	2	City Sidewalk at driveway apron 6"	
	20420/18	20	Driveway - Parking Spaces	
	20422/26	2	Catch Basin Replacement - 4 covers	\$ _____
10	20425	2	Apron	\$ _____
11	20428	1	City Sidewalk (3 blocks from driveway)	\$ _____
12	20435	2	City Sidewalk- (4 blocks from driveway)	\$ _____
13	20445	5	City Sidewalk	\$ _____
14	20458	2	City Sidewalk - Near water key	\$ _____
15	20458	1	Driveway around manhole	\$ _____
16	20462	2	Sidewalk	\$ _____
	20462	1	Replace large expansion joint in Sidewalk	\$ _____
17	20468	3	Sidewalk	\$ _____
18	20468	4	City Sidewalk - Tree Roots - Keep New Section	\$ _____
19	20478	6	City Sidewalk near AT&T Pedestal	\$ _____
20	20486	2	City Sidewalk	\$ _____
21	20496	6	City Sidewalk 2 blocks from driveway	\$ _____
22	20497	9	Sidewalk	\$ _____

Area	Address	# Pads	Detail/Comments	Price
23	20518	1	Driveway around manhole	\$ _____
24	20516	4	Garage Apron & 1 Catch Basin	\$ _____
25	20532	2	Sidewalk	\$ _____
26	20536/38	4	Sidewalk	\$ _____
27	20515	7	City Sidewalk	\$ _____
		1	Sidewalk adjacent to building	\$ _____
28	20525	12	City Sidewalk	\$ _____
29	20545	7	City Sidewalk (5) Sidewalk (2)	\$ _____
30	20545	2	Apron	\$ _____
31	20568	1	City Sidewalk near Hydrant	\$ _____
32	20578	2	City Sidewalk	\$ _____
33	20565	5	City Sidewalk	\$ _____
34	20567	4	City Sidewalk on Cul-de-sac	\$ _____
35	20570/80	5	Sidewalk (Tree roots)	\$ _____
36	20594	5	Sidewalk	\$ _____
37	20586	4	Garage Apron	\$ _____
38	20592	2	Sidewalk	\$ _____
39	20604	3	Sidewalk	\$ _____
50	Various		Application of Curing and Anti-Spalling Agent	\$ _____

Quoted rates include all taxes and permits.

SUBMITTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Return to: **Congress Square I Condominium**  
 PO Box 360426  
 Strongsville OH 44136

[service@condohome.net](mailto:service@condohome.net)

Fax (866) 743-3451



# Congress Square I Condominium

Williamsburg Court Middleburg Heights, Ohio

160609

## CONTRACTOR QUALIFICATIONS

Company Name \_\_\_\_\_

\_\_\_\_ Number of years company has been in business

\_\_\_\_ Number of years concrete industry experience

Types of Concrete your company replaces:

\_\_\_\_ Sidewalks      \_\_\_\_ Driveways      \_\_\_\_ Patios      \_\_\_\_ City Specification Streets

Is work performed by your own company's crews or subcontractors?    \_\_\_\_ Crews    \_\_\_\_ Subs

Describe the type of on-site supervision that will be used \_\_\_\_\_

\_\_\_\_\_

List any professional, building or trade association memberships \_\_\_\_\_

\_\_\_\_\_

List any other names that company does business under: \_\_\_\_\_

\_\_\_\_\_

Provide Community Association References (At least one (1) Condominium, Planned Unit Development or Homeowner Association)

Association \_\_\_\_\_ Location \_\_\_\_\_

Contact: \_\_\_\_\_

Association \_\_\_\_\_ Location \_\_\_\_\_

Contact: \_\_\_\_\_

Association \_\_\_\_\_ Location \_\_\_\_\_

Contact: \_\_\_\_\_

Please also provide a copy of the following:

- Worker's Compensation Certificate
- Specimen Copy of Liability Insurance Certificate or Policy Declarations

**CONDITIONAL AFFIDAVIT AND INDEMNITY  
TO CONGRESS SQUARE I UNIT OWNERS ASSOCIATION  
UPON RECEIPT OF FINAL PAYMENT**

This is written evidence to you that there are no unpaid bills and to the extent that there may be unpaid bills that the undersigned, an official of \_\_\_\_\_ (CONTRACTOR) undertakes and agrees to cause the same to be paid such that there will be no mechanics or materialmen's liens affecting the condominium property for materials or labor furnished for construction and erection, repairs or improvements contracted by or on behalf of the undersigned on property located at Williamsburg Court, Middleburg Heights, Cuyahoga County, Ohio and legally described as any unit or parcel within **Congress Square I Unit Owners Association** (ASSOCIATION).

Upon receipt by the undersigned of payment in the amount of \$ \_\_\_\_\_ which may be provided in multiple instruments and when the checks have been properly endorsed and have been paid by the bank upon which it is drawn, this document shall become effective to indicate that CONTRACTOR has been paid in full for all labor, services, equipment or material furnished to the ASSOCIATION on the job of CONCRETE REPLACEMENT SERVICES at WORK AREAS identified as \_\_\_\_\_ at various locations on Williamsburg Court, Middleburg Heights, Ohio further described in the 2016 CONCRETE REPLACEMENT AGREEMENT, along with any executed CHANGE ORDERS, located at Williamsburg Court, within the ASSOCIATION and upon those aforesaid conditions being met, this document does hereby release any mechanic's lien, stop notice, or any right against a labor and material bond on the job.

The undersigned affiant know the matters herein stated are true and indemnifies **Congress Square I Unit Owners Association** and any unit owner of a parcel within the ASSOCIATION against loss, costs, damages and expenses of every kind incurred by it by reason of its reliance on the statements made herein.

By \_\_\_\_\_  
CONTRACTOR TITLE

STATE OF OHIO )ss.  
COUNTY OF CUYAHOGA )

The foregoing instrument was acknowledged, subscribed and sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_

My commission expires: \_\_\_\_\_

Notary Public

**AFFIDAVIT AND INDEMNITY  
TO CONGRESS SQUARE I UNIT OWNERS ASSOCIATION**

This is written evidence to you that there are no unpaid bills and to the extent that there may be unpaid bills that the undersigned, an official of \_\_\_\_\_ (SUPPLIER) undertakes and agrees that there will be no mechanics or materialmen's liens affecting the condominium property for materials furnished for construction and erection, repairs or improvements contracted by or on behalf of the undersigned on property located at Williamsburg Court, Middleburg Heights, Cuyahoga County, Ohio and legally described as any unit or parcel within **Congress Square I Unit Owners Association** (ASSOCIATION).

This document shall indicate that SUPPLIER has been paid in full, or sufficient lines of credit have been issued to \_\_\_\_\_ for all services or material furnished to the ASSOCIATION on the job of CONCRETE REPLACEMENT in (Date) \_\_\_\_\_ for driveways and sidewalks located at Williamsburg Court, within the ASSOCIATION and upon those aforesaid conditions being met, this document does hereby release any mechanic's lien, stop notice, or any right against a labor and material bond on the job.

The undersigned affiant know the matters herein stated are true and indemnifies **Congress Square I Unit Owners Association** and any unit owner of a parcel within the ASSOCIATION against loss, costs, damages and expenses of every kind incurred by it by reason of its reliance on the statements made herein.

By \_\_\_\_\_  
SUPPLIER TITLE

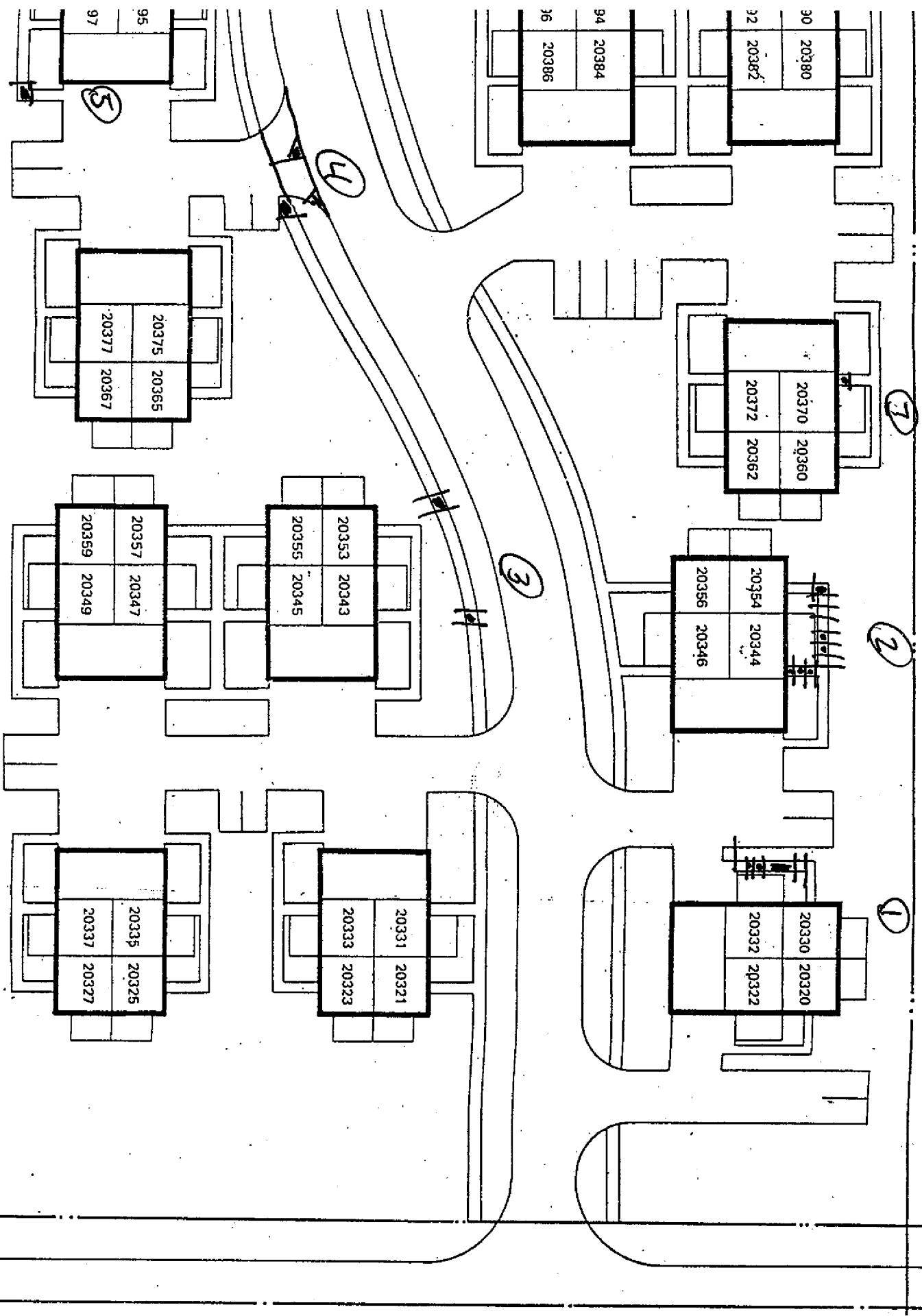
STATE OF OHIO )ss.  
COUNTY OF CUYAHOGA )

The foregoing instrument was acknowledged, subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_

My commission expires: \_\_\_\_\_

Notary Public

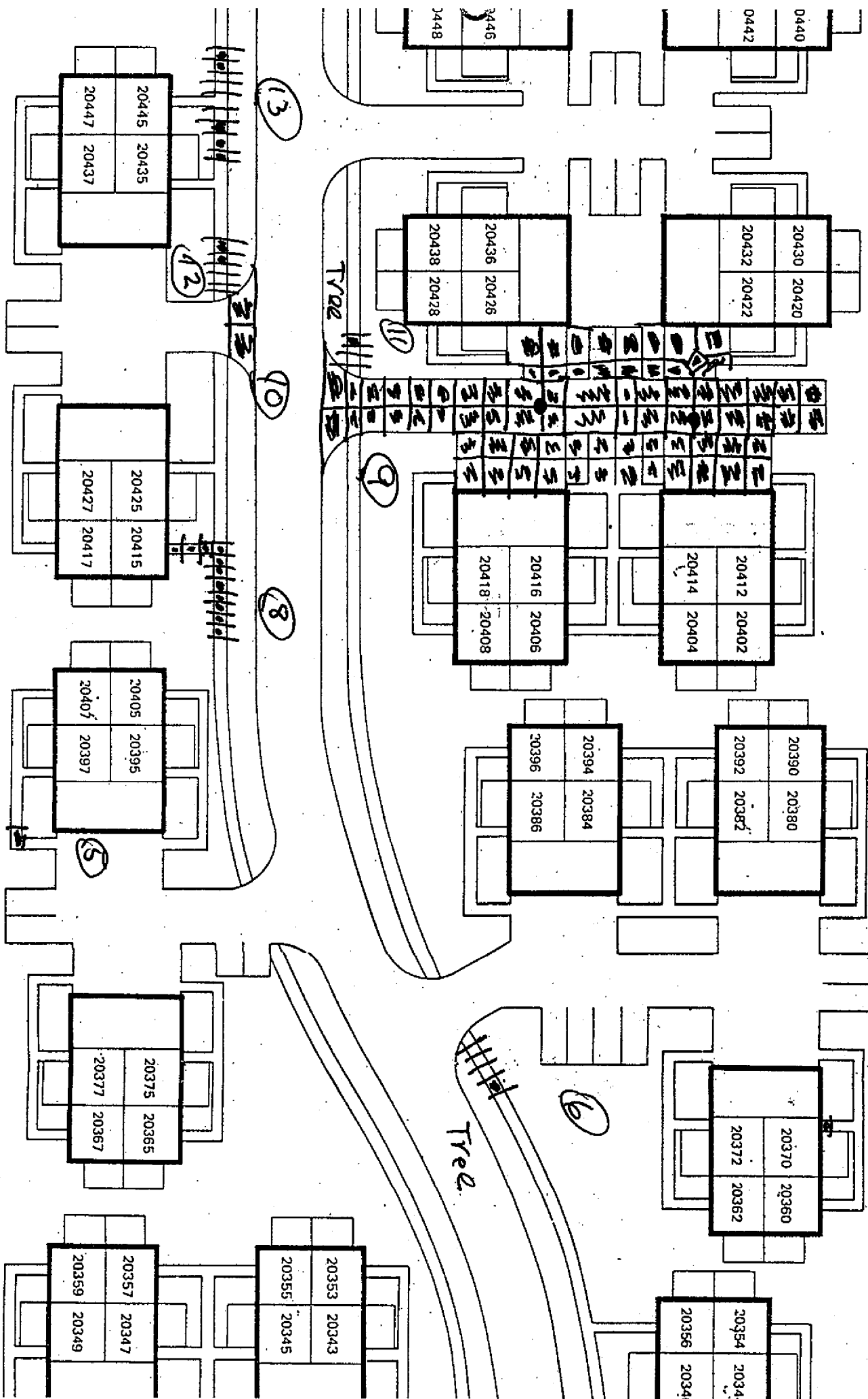
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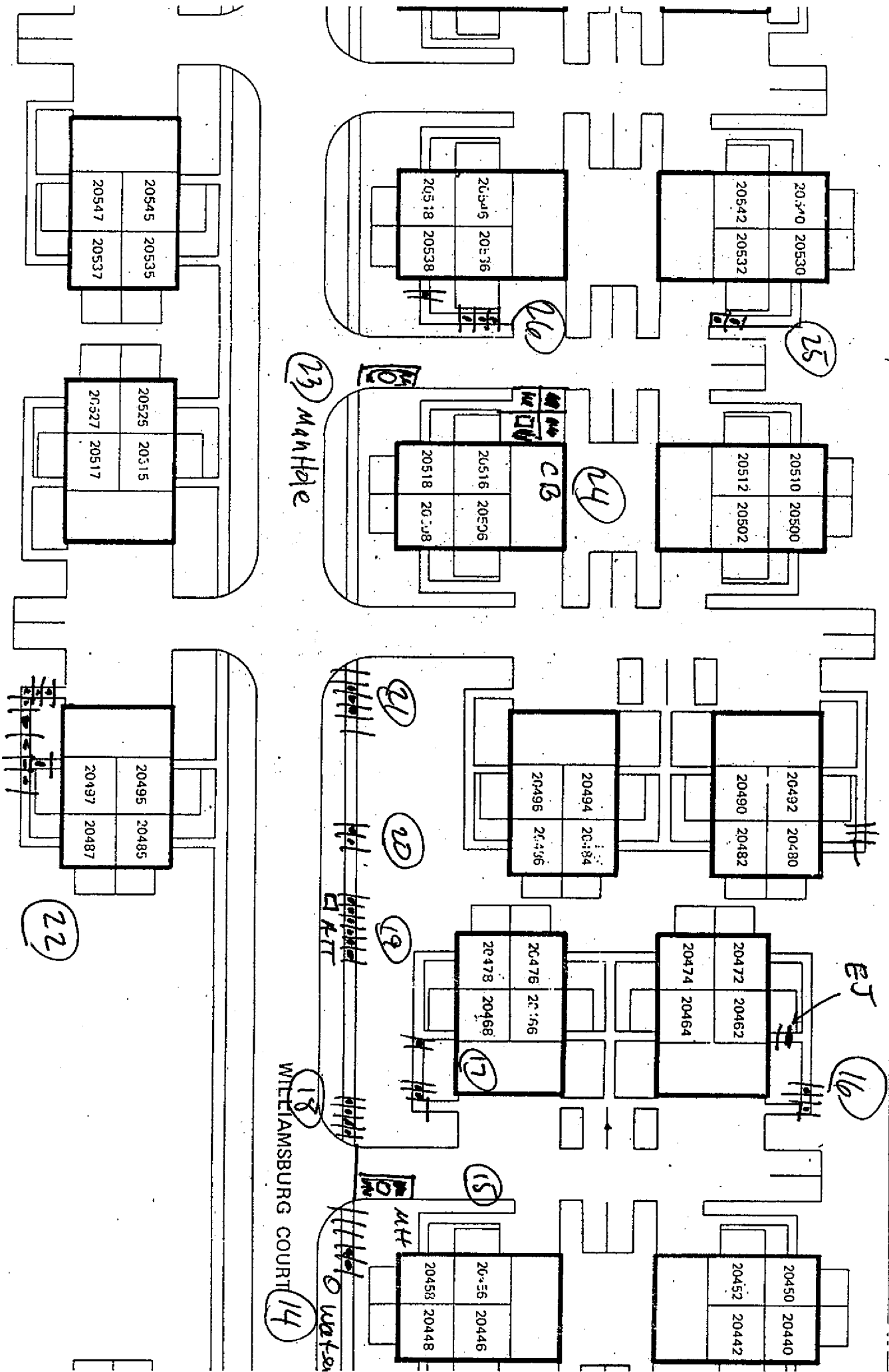
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Page 2

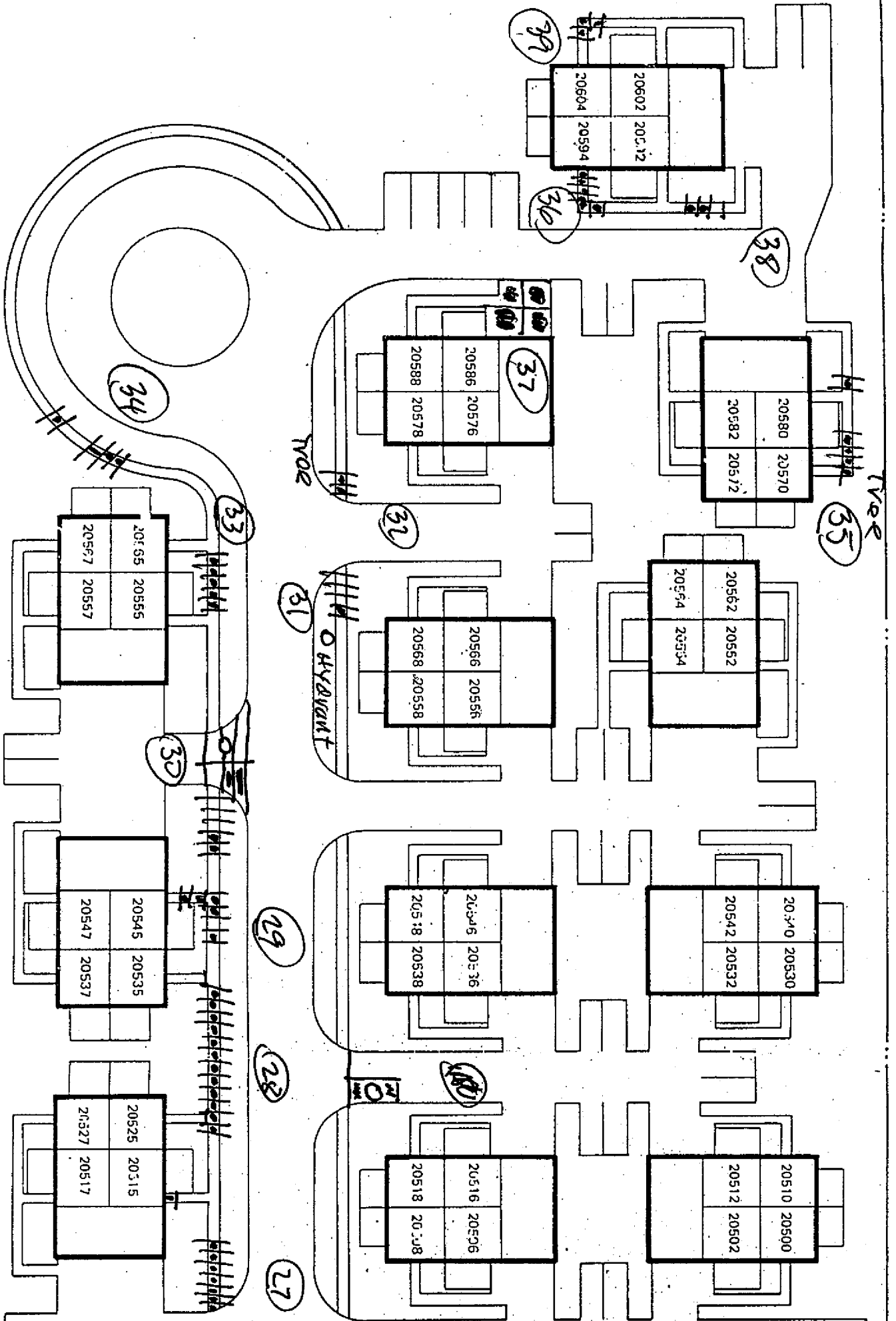


IN CASE OF SPLIT VOTE IN ONE FAMILY



COVER 180626





CONCR18 18062B