



JEFFERSON COUNTY
LAND BANK



3356 Pennsylvania Avenue
Weirton, WV 26062
304-723-5870 (voice)
304-914-3789 (fax)

Bidding Documents:

**Residential Housing for
The Jefferson County Land Reutilization Corp.
301 Market Street, Room 105
Steubenville, Ohio 43952
Jefferson County**

SITE IMPROVEMENTS 823 North
5th Street Steubenville, OH 43952

Architect's Project No.
26-06-26

Issue Date: August 21, 2026
Response Date: September 3, 2026

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REQUEST FOR PROPOSAL SITE IMPROVEMENTS – 823 N 5TH STREET

CONTACT INFORMATION

OWNER:

Tabatha Glover
Jefferson County Land Reutilization Corp.
301 Market Street, Rm 105
Steubenville, OH 43952
740-283-8655
landbank@jeffersoncountyoh.com

ARCHITECT (BIDDING):

Louis P Bernardi, RA
LBRA Architecture
3356 Pennsylvania Avenue
West Virginia, 26062
304-723-5870 (office)
304-914-3789 (fax)
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lou@lbra-arch.com

REQUEST FOR PROPOSAL
SITE IMPROVEMENTS – 823 N 5TH STREET

INSTRUCTIONS TO BIDDERS

1. Jefferson County Land Reutilization Corporation (the Land Bank) has secured funding through the Ohio Department of Development's *Welcome Home Ohio* Grant Program (WHO) for rehabilitation of single-family structures. Proposals shall include a lump sum fee (the Proposed Fee) for all costs necessary for the complete Work as described in these Documents.
2. Sealed Proposals shall be received by the Land Bank no later than 11:00 am, September 3, 2026, and must be clearly marked BID PROPOSAL – SITE IMPROVEMENTS – 823 N 5TH STREET. All proposals must be directed to Tabatha Glover at the Land Bank.
3. Questions regarding bidding or these documents shall be submitted to the Land Bank by email landbank@jeffersoncountyoh.com not later than 3 business days prior to the bid opening date.
4. Required documents to be submitted with the Proposal:
 - a) Proposal Form
 - b) Itemization Worksheet (Attachment A)
 - c) Proposed sub-contractors (Attachment B)
 - d) Form of Non-Collusion Affidavit (Attachment C)
 - e) Experience record (Attachment D)
 - f) Certificate of Registration with the State of Ohio
 - g) Worker's Compensation Certificate
 - h) Certificate of Insurance – General Liability
5. Required documents provided by the Land Bank to be submitted by the successful Bidder:
 - Certification of Equal Employment
 - Equal Employment compliance
 - Certification of compliance with Air and Water Acts
 - Certification regarding debarment and suspension
 - Certification of a drug-free workplace
6. The Bidder shall be responsible for visiting the site and familiarizing themselves with the conditions thereof.
7. Once submitted, Proposals shall be considered current and a valid offer to undertake the work, subject to successful negotiation of a contract, for a period of ninety (90) days, and shall include a statement to that effect.
8. The Land Bank reserves the right to reject any and/or all Proposals, or portions thereof, received as a result of this RFP.

INSTRUCTIONS TO BIDDERS
SITE IMPROVEMENTS – 823 N 5TH STREET

INSTRUCTIONS TO BIDDERS

9. The Land Bank may, at its sole discretion, award a contract based on the Proposal that best complies with the requirements stated in this RFP, and it may reject any or all Proposals received or waive minor defects, irregularities or informalities.
10. The Land Bank is not responsible for paying for any costs incurred in the preparation or submission of this Proposal.
11. The Land Bank reserves the right to amend, extend or cancel this RFP at any time if it is in its best interest, or to make any changes it deems necessary and appropriate. Any such changes shall be made in writing and issued to prospective Contractors.
12. Contractors shall comply with all federal, state, and local laws and regulations including non-discrimination in employment.
13. All RFP materials submitted by Contractors will become the property of the Land Bank and no materials will be returned.
14. The Land Bank assumes no liability of any kind with respect to this RFP or matters relating there to. All prospective Contractors, their subcontractors, and successors by their participation in this RFP process, shall indemnify, save and hold harmless the Land Bank, its employees and agents from all lawsuits, causes of action, debts, rights, judgments, demands, damages, losses and expenses, or whatsoever kind.
15. A Notice to Proceed will be issued by the Land Bank upon the successful execution of an agreement between the parties.

END OF SECTION

INSTRUCTIONS TO BIDDERS
SITE IMPROVEMENTS – 823 N 5TH STREET

FORM OF PROPOSAL¹

To:

Jefferson County Land Reutilization Corp.
301 Market Street, Room 105
Steubenville, OH 43952

On this _____ day of _____, 2026:

_____, (the Bidder), submits the following bid proposal to provide all material, equipment, and apparatus, and to furnish all labor and coordination required and to do all work necessary to fully complete the work shown on the Documents and described herein for the project:

SITE IMPROVEMENTS
823 N 5th Street
Steubenville, OH 43952

Bidder acknowledges that they have visited the site and examined the conditions affecting the Work.

Bidder further acknowledge they have also received, read and taken into account Addenda Bulletins as listed below for the above project.

ADDENDA/BULLETINS:

DATE RECEIVED:

GENERAL CONSTRUCTION BASE BID

For all labor and material and all work related to the General construction work of this project, including all work shown in the bid documents, and in full consideration of all that is required by the Contract Documents, the Bidder proposes the Lump Sum of:

_____ \$ _____

ALTERNATES

#1 For the privacy fencing and gate along the west property line.

Add the sum of _____ dollars (\$ _____)

UNIT PRICES

None at this time.

Estimated Project

¹ Any changes to the text may cause the Proposal to be rejected.

Estimated Project Start Date

_____ Month, Day, Year

Duration of Work to Completion.

_____ Working Days

_____ Calendar Days

ATTACHEMENTS TO BE SUBMITTED WITH THIS PROPOSAL:

ATTACHMENT A – CORPORATION AND SUBCONTRACTORS

ATTACHMENT B – NON-COLLUSION AFFIDAVIT

ATTACHMENT C – EXPERIENCE RECORD

ATTACHMENT A
CORPORATION AND SUBCONTRACTORS

The Bidder shall supplement the Proposal by supplying the following information for use in preparation of the Contract.

NAME OF

COMPANY/CORPORATION: _____

NAME OF

PRESIDENT: _____

NAME OF CONTACT

PERSON: _____

CORPORATION IS ORGANIZED UNDER THE LAWS

OF: _____

ADDRESS: _____

FEDERAL TAX I.D.

#: _____

CONTRACTORS LICENSE

#: _____

TELEPHONE

#: _____

FAX

#: _____

Submitted By: _____

REQUEST FOR PROPOSAL – ATTACHMENT A
SITE IMPROVEMENTS – 823 N 5TH STREET

ATTACHMENT A
CORPORATION AND SUBCONTRACTORS

NAME OF PROPOSED SUBCONTRACTOR(S):

REQUEST FOR PROPOSAL – ATTACHMENT A
SITE IMPROVEMENTS – 823 N 5TH STREET

ATTACHMENT B

NON-COLLUSION AFFIDAVIT

STATE OF

COUNTY OF

_____, being first duly sworn,
deposes

(Individual Name)

and says that he/she is _____ of
_____ the

(Sole Owner, Partner, President, Secretary, etc.) (Corporation Name)

party making the proposal or bid; that such bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly with any Bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion or communication or conference, with any person, to fix the bid price of affiant or any other Bidder, or to fix any overhead, profit, or cost element of said Bid price, or of that of any other Bidder, or to secure any advantage against the Owner, or any person interested in the proposed Contract; and that all statements contained in said proposal or bid are true; and further, that such Bidder has not, directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Subscribed and sworn to before me this _____ day of _____, 20 _____.

Notary Public

My Commission Expires: _____

END OF SECTION

REQUEST FOR PROPOSAL – ATTACHMENT B
SITE IMPROVEMENTS – 823 N 5TH STREET

ATTACHMENT C

EXPERIENCE RECORD

The Bidder is required to state the character of previous work, give references, and such other detailed information as will enable the Owner to determine capability, responsibility, experience, skill, and financial standing. Provide data for the last five (5) years. Duplicate this sheet as needed. **Information submitted in an alternate format MUST contain all the information requested on this page.**

Project _____

Description/Scope of Bidder's _____

_____ On this project you were Prime Contractor **OR** _____

Sub Contractor to _____

Total Project Cost: \$ _____ Your Contract or Subcontract \$ _____

% Complete (if in progress) _____% or Date Completed (if complete): _____

Project _____

Owner _____ Phone () _____

Engineer/Arch. Firm: _____

_____ Engineer/Arch. _____ Phone _____

()

Your Bonding Company on this project (if any): _____

Project _____

Description/Scope _____ of _____ Bidder's _____

On this project you were _____ Prime Contractor **OR** _____ Sub Contractor to _____

Total Project Cost: \$ _____ Your Contract or Subcontract \$ _____

% Complete (if in progress) _____% or Date Completed (if complete): _____

Project _____

REQUEST FOR PROPOSAL – ATTACHMENT C
SITE IMPROVEMENTS – 823 N 5TH STREET

ATTACHMENT C

Owner _____ Phone () _____

Engineer/Arch. Firm: _____

_____ Engineer/Arch. Contact: _____ Phone () _____

Your Bonding Company on this project (if _____

Project

Description/Scope _____ of _____ Bidder's

On this project you were _____ Prime Contractor **OR** _____ Sub Contractor to

Total Project Cost: \$ _____ Your Contract or Subcontract \$ _____

% Complete (if in progress) _____ % or Date Completed (if complete):

_____ Project _____

Owner _____ Phone () _____

Engineer/Arch. Firm: _____

_____ Engineer/Arch. Contact: _____ Phone () _____

Your Bonding Company on this project (if _____

REQUEST FOR PROPOSAL – ATTACHMENT C
SITE IMPROVEMENTS – 823 N 5TH STREET

SECTION 00700 GENERAL CONDITIONS

INTENT OF THE DOCUMENTS

The Documents include drawings, these specifications and any addenda issued during the bid period. The Documents are arranged for the convenience of the Contractor. It is not the intent that said arrangement includes all the work or material required of a supplier, subcontractor or building trade under one division. It shall be the duty of the Contractor to allocate the various portions of the work to the proper trades.

The drawings are to be considered guidelines. The actual sequence of work shall be the responsibility of the Contractor. On the Drawings, figured dimensions shall take precedence over measurements by scale and large-scale drawings shall take precedence over those of smaller scale. The Architect shall always be the final interpreter of the Documents.

OMMISSIONS FROM THE DRAWINGS

Should a Bidder find discrepancies in or omissions in the Drawings or Specifications, or be in doubt as to their meaning, he shall notify the Architect in writing before submitting his proposal. The Architect will, in turn, send written instructions to all Bidders. The Architect will not be responsible for oral instructions. If the bidder fails to comply with this requirement, he shall accept the Architect's interpretation as to the intended meaning of the Drawings and Specifications.

CONDITIONS AT THE SITE

The Bidder must visit the site and thoroughly acquaint himself with all apparent conditions affecting the work under his contract before submitting his proposal. His failure to visit the site shall not relieve him of any responsibility for the completion of the work required under this contract in every detail.

COORDINATION OF THE WORK

The Contractor shall examine the Drawings and Specifications showing the work required and plan his work accordingly so that it will come together properly with the work of the others.

SAFETY

The Contractor shall not do any work without the proper safety measures in place, ensuring the safety of his workers, the public and adjacent properties. Work shall not commence until these safety measures are in place. The Contractor shall replace, at his own expense, any work damage caused by poorly executed work, whether from lack of such drawings or instructions or from any cause.

MATERIALS, APPLIANCES AND EMPLOYEES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work.

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of standard quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

GENERAL CONDITIONS SITE IMPROVEMENTS – 823 N 5TH STREET

The Contractor shall, at all times, enforce strict discipline and good order among his employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him. All installations shall be made in a neat and workmanlike manner using the best modern practices known to the trade.

SUPERINTENDENT'S SUPERVISION

The Contractor shall provide effective supervision to the work, using his best skill and attention. He shall carefully study the existing conditions and other instructions and shall at once report to the Architect any pertinent information which he may discover.

PERMITS, NOTICES AND CODES

The Owner will pay for permitting fees while the Contractor will pick them up. The Contractor shall have all necessary licenses, give all required notices, obtain all required inspections and certificates, and shall comply with all applicable laws, ordinances, rules and regulations relating to the work and to the preservation of public health and safety. If the Documents are at variance therewith, he shall so notify the Architect in writing.

The Contractor shall pay all Federal, State or Local Taxes of whatever kind required which relate to this Contract. Whenever the law of the place of building requires sales, consumer, use or other similar tax, the Contractor shall pay such tax.

BARRICADES, LIGHTS, MEANS OF ACCESS AND PROPERTY PROTECTION

All local ordinances, police and other regulations regarding barricades, lights, signals, etc., are hereby made a part of this Specification. Safe and convenient means of access for inspection shall be maintained at all times until the completion of the work of this Contract. All necessary safeguards for the protection of the workmen and the public as required by the conditions and progress of the work, shall be erected and properly maintained at all times.

TEMPORARY FACILITIES

Contractor shall provide and maintain temporary toilet, water, and electrical service as required to complete Project unless otherwise stated herein.

CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall maintain such insurances as will protect him from claims under Workmen's Compensation Acts and other employee benefits acts, from claims for damages because of bodily injury, including death, to his employees and all others, and from claims for damages to property, any or all of which may arise out of or result from the Contractor's operations under this Contract, whether such operations be his own or that of any subcontractor or anyone directly or indirectly employed by either of them.

He shall maintain Public Liability and Property Damage Insurance in the following amounts and submit a certificate of such insurance to the Owner:

PUBLIC LIABILITY INSURANCE limited to \$1,000,000 per person and total liability of \$2,000,000.

GENERAL CONDITIONS SITE IMPROVEMENTS – 823 N 5TH STREET

PROPERTY DAMAGE INSURANCE limited to \$1,000,000 per property and total liability of \$2,000,000.

FIRE INSURANCE WITH EXTENDED COVERAGE

For construction of a building or structure under this Contract, the Contractor shall effect and maintain a Standard Completed Value Form of Builder's Risk Fire and Extended Coverage Insurance upon the entire structure on which the work of this Contract is to be done to one hundred (100%) percent of the insurable value thereof including items of labor and materials connected therewith, whether in or adjacent to the structure insured, materials in place to be used as part of the permanent construction including surplus materials, shanties, protective fences, bridges, temporary structures, miscellaneous materials and supplies incident to the work, and such scaffoldings, staging, towers, forms and equipment as are not owned or rented by the Contractor, the cost of which is included in the cost of the work.

Certificates of such insurance shall be filed with the Owner. If the Contractor fails to effect or maintain insurance as stated above and so notifies the Owner, the Owner may insure his own interests and that of the subcontractors and charge the cost thereof to the Contractor. If the Owner is damaged by failure of the Contractor to maintain such insurance or to be so notify the owner, he may recover as stipulated in the Contract for recovery of damages. If the Owner requires other special insurance, not herein provided for, the Contractor shall affect such insurance at the Contractor's expense by appropriate riders to his fire insurance policies. The Owner, Contractor and all subcontractors waive all rights, each against the others, for damages caused by fire and other perils covered by insurance provided for under the terms of this article, except such rights as they may have to the proceeds of insurance held by the Owner as Trustee.

The Contractor shall indemnify and hold harmless the owner and the architects as well as their agents and employees by any employee of the contractor, any subcontractor, anyone for whose acts any of them may be liable, the indemnification obligations under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts or other employee benefit acts.

COMPENSATION INSURANCE

The Contractor shall at all times comply with and qualify under present and amended Ohio Bureau of Workers' Compensation at all times and cause every sub-contractor, who shall be in any way engaged in or about the work provided for in this Contract or any part thereof, to comply with and qualify under said laws. Evidence satisfactory to the owner that the Contractor and each of his sub-contractors have qualified under such laws shall be submitted prior to the commencement of the work herein contemplated. THE CONTRACTOR SHALL DELIVER two (2) copies of certifications of all above insurances before work is started.

NOTICE OF EXPIRATION

Written notice of the expiration or cancellation of any and all insurance policies shall be sent to the Owner at least five (5) days before the date of expiration.

SUBCONTRACTS

GENERAL CONDITIONS SITE IMPROVEMENTS – 823 N 5TH STREET

As soon as practicable, the Contractor shall notify the Architect, in writing of the name of all proposed sub-contractors and the materials or products which they propose to furnish. The Architect shall have the right to reject any such that he deems unsatisfactory.

The Contractor, in subcontract any part of the work, shall make contracts by which the subcontractors shall be bound by the terms of the Contract Documents, as far as they may be applicable to the work subcontracted. He shall properly direct and control his sub-contractors and shall be responsible for the coordination of his own work with that of his subcontractors.

Should the Documents assign certain responsibility to certain subcontractors, the Contractor is, not thereby relieved of any responsibility for the entire work or any part thereof. Nothing contained in the Documents shall create any contractual relationship between any subcontractor and the Owner.

NOTICE OF IMPERFECT WORK OR MATERIAL

If any part of the Contractor's or subcontractor's work depends upon the proper execution of the work of any other contractor or subcontractor for proper execution, he shall examine such other work and shall report to the Architect in writing any imperfection or any conditions that render it unsuitable for the reception of his work. In case the Contractor or subcontractor proceeds without making such reports, he shall be held to have accepted such other work and the existing conditions and shall be responsible for any defects in his own work consequence thereof, and shall not be relieved of the obligations or any guarantee because of any such imperfection or conditions.

CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor shall promptly remove from the premises, all work determined by the Architect as failing to conform to the Contract Documents, whether incorporated or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such work within a reasonable time, fixed by written notice, the Owner may remove it and may store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten days' time thereafter, the Owner may upon ten days written notice, sell such material at auction or at a private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

CORRECTION OF WORK AFTER FINAL PAYMENT

The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any damage to other work resulting there from, which shall appear within a period of one year from the date of final payment, or from the date of the Owner's substantial usage or occupancy of the Project, whichever is earlier, and in accordance with the terms of any special guarantees provided in the Contract. The Owner shall give notice of observed defects with reasonable promptness. The Owner shall decide all questions arising under this article.

OWNER'S RIGHT TO DO WORK

GENERAL CONDITIONS SITE IMPROVEMENTS – 823 N 5TH STREET

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner, after three days written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor, provided that the Owner approve both such actions and the amount charged to the Contractor.

OWNER'S RIGHT TO TERMINATE CONTRACT

If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances, or the instructions of the Architect, or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner, upon determining that sufficient cause exists to justify such action, may, without prejudice to any right or remedy and after giving the Contractor and his Surety seven days written notice, may terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work including compensation for additional managerial and administrative services, such excess shall be paid the Contractor. If the expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner between the expense incurred by the Owner as herein provided, and the damage incurred through the Contractor's default.

CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work should be stopped under an order of any court or other public authority for a period of thirty days, through no act or fault of the Contractor or anyone employed by him, the Contractor may, upon seven days written notice to the Owner, terminate this Contract and recover from the Owner payment for all work executed and any proven loss sustained upon any plant or materials and reasonable profit and damages.

ACCESS TO THE WORK

The Owner and his representatives shall, at all times, have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access so that the Owner may perform his functions under the Contract Documents.

If the specifications, the Owner's instructions, laws, ordinances, or any public authority require any work be specifically tested or approved, the Contractor shall give the Owner timely notice of its readiness for observation by the Owner or inspection, if the inspection is to be by an authority other than the Owner. The Contractor shall secure required certificates of inspection. Inspections by the Architect shall be made promptly and, where practicable, at the source of supply. If any work should be covered up without approval or consent of the Architect, it must, if required by the Owner, be uncovered for examination at the Contractor's expense.

The Architect may order re-examination of questioned work and, if so ordered, the Contractor must uncover the work. If such work is found not in accordance with the Contract Documents, the Contractor shall pay all such cost. Otherwise, the Owner shall pay such cost.

GENERAL CONDITIONS SITE IMPROVEMENTS – 823 N 5TH STREET

SUMMARY OF THE WORK

PART 1 PROJECT

- 1) This Project consists of:
 - a) Privacy fencing (back of house near alleyway) - $\pm$ 100 lineal feet + one 3' gate (See Alternate 1)
 - b) Concrete flatwork
 - i) Walkway slab $\pm$ 120 square feet
 - ii) Driveway slab $\pm$ 400 square feet
 - iii) Sidewalk slab $\pm$ 500 square feet
 - c) Curb $\pm$ 100'
- 2) The Work shall meet the requirements of all applicable zoning & building codes.
- 3) The Work covers all site work as detailed in the Drawings attached to this document.

END OF SECTION

CHANGES IN THE WORK

The Owner, without invalidating the Contract, may make changes by altering, adding to, or deducting from the work: the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving such instructions, the Owner shall have authority to make minor changes in the work, not involving the extra cost, and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change will be made unless in pursuance of a written change order from the Owner, signed, stating that the Owner has authorized the extra work or change and no claim for an addition to the Contract sum shall be valid unless as ordered.

The value of such work or change shall be determined in one or more of the following ways:

1. By estimate and acceptance in a lump sum.
2. By unit price named in the proposal or subsequently agreed upon
3. By cost plus percentage.

CLAIMS FOR EXTRAS

If the Contractor claims that any instructions, by drawings or otherwise, involve extra cost under this Contract, he shall give the Owner written notice thereof before proceeding to execute the work and, in any event, within two weeks of receiving such instructions. The procedure shall then be as provided under "Changes in the Work"

MUTUAL RESPONSIBILITY OF CONTRACTORS

If, in these Specifications, any work is called for to be furnished or erected by a trade or classification of mechanic other than that directly employed by this Contractor, it is expressly understood that this Contractor shall subcontract or engage such special trade to execute same to him.

Should the Contractor cause damage to any other contractor on the work, the Contractor agrees, upon due notice, to settle for such damage with such other contractor by agreement or arbitration if he will so settle. If such other contractor sues, the Owner shall notify the Contractor who shall defend such proceedings at the Contractor's expense, and in any judgment against the Owner arising therefrom, the Contractor shall pay all costs incurred by the Owner.

SEPARATE CONTRACTS

The Owner reserves the right to let other contracts in connection with this work. Each contractor shall afford other contractors' reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate their work with that of other contractors.

USE OF PREMISES

The Contractor shall confine his apparatus, the storage of his materials and the operations of his workmen to limits indicated by law, ordinances, permits or the directions of the Owner and he shall not unreasonably encumber the premises with his material.

GENERAL CONDITIONS SITE IMPROVEMENTS – 823 N 5TH STREET

He shall post "No Trespassing" notices in conspicuous places on the work and maintain same until the Project is completed.

He shall enforce the Owner's instructions regarding signs, advertisements, fires and smoking.

ARBITRATION

The Contractor shall not cause a delay of the work during any arbitration proceedings, except by agreement with the Owner.

PROTECTION OF ADJACENT PROPERTIES

The Contractor shall protect adjacent properties from damage.

The Contractor shall repair or replace, to the satisfaction of the Architect, any damage to resulting from the action of the elements, operations under this Contract, or failure to provide proper protection of the work.

CUTTING, FITTING AND PATCHING

The Contractor shall do all cutting, fitting and patching of all work that may be required to make the several parts of his work come together properly and to fit them to receive or be received by other parts of the work shown or reasonably implied by the Drawings and Specifications.

He shall not endanger the stability of any structure or facility or any part thereof by cutting, digging or other operations. He shall not cut or alter any existing work in any way save with the consent and under the direction of the Architect.

Should the Contractor or any subcontractor fail to place or locate portions of his work which are required to be built into the work of others before such other work is completed, then the cutting, fitting and patching of such other work shall be done by the Contractor or subcontractor whose work is to be accommodated. All patching shall be done by mechanics skilled in the trade, which originally erected the work - in such manner as to restore such parts to their original construction and finish to the satisfaction of the Architect.

CLEANING UP

The Contractor shall not allow waste material or rubbish caused by work under his Contract to accumulate in or about the premises, but shall promptly remove same and, at the completion of the work of that day, he shall remove all his rubbish in and about the site and all his tools, scaffolding and surplus materials. In case of dispute, the Owner may remove the rubbish and do such cleaning up and charge the cost of the work to the Contractor.

STANDARD OF QUALITY

The various materials and products mentioned in the Specifications are given to establish a guideline, and it is not the intent to limit the Contractor, but rather to set a suggest an acceptable or feasible method.

The Contractor shall submit to the Architect, 10 days prior to bid date, his own plan for sequence of site improvements and any other information the Architect may deem necessary to enable him to properly understand the proposed method.

GENERAL CONDITIONS SITE IMPROVEMENTS – 823 N 5TH STREET

GUARANTEE

The Contractor shall guarantee his workmanship and materials for a period of one (1) year from date of acceptance by the Owner and shall leave the work in perfect order at completion.

Should defects develop within the guarantee period, the Contractor shall upon written notice of same, remedy the defects and reimburse the Owner for all damage to the other work, whether caused by the defects or the work of correcting same.

End of Section

GENERAL CONDITIONS
SITE IMPROVEMENTS – 823 N 5TH STREET