

OFFICE OF THE SUMMIT COUNTY EXECUTIVE

175 S. MAIN STREET SUITE 207
AKRON, OHIO 44308

DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT

PROPOSAL

TO THE COUNTY EXECUTIVE, COUNTY OF SUMMIT

For: Village of Lakemore Drainage Improvements

The DBE Goal is 10%

Submitted By: _____

Street: _____

Post Office: _____

State: _____

Location: Village of Lakemore, Ohio

Date of Letting: June 8, 2011

Place of Letting: Summit County Council Chambers

175 South Main Street

Akron, Ohio 44308

Fixed Completion Date: June 29,2012

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE</u>
I. Title Sheet (To be completed by Bidder)	1
II. Table of Contents	2 – 4
III. Legal Advertisement	5
IV. Instructions to Bidders	6
1. Submission of Bids	6
2. Standard Specifications and Terms	6
3. Form of Bid	7
4. Bidder Qualifications	7
5. Examination of Specifications, Site, Etc.	7
6. Bid Guarantee	8
7. Unacceptable Bids	8
8. Acceptance or Rejection of Bids	8
9. Withdrawal of Bids	9
10. Bidder Preferences	9
11. Domestic Steel	9
12. Disadvantaged Business (DBE) Requirements	9
13. Record Retention	9
14. Prevailing Wage Rates	10
15. Sole Source & Proprietary Bid Items	10
16. Other Requirements for Successful Bidders	10 – 12
V. General Provisions (<i>variations and additions to Standard Specifications</i>)	13
1. Standard Specifications and Terms	13
2. “Or Equal”	13
3. Scope of Work	13
4. Engineer’s Duties and Authority	14

5. Drawings and Specifications	14
6. Time and Order of Doing the Work	15
7. Extension of Time	15
8. Night and Sunday Work	15
9. Examination of Work	15
10. Inspection	16
11. Suspension of Work	17
12. Extra and Unclassified Work	17
13. Claims Management Policy	17 - 22
14. Duties of the Contractor	22 - 23
15. Indemnity	23
16. Waiver of Rights	24
17. Injunctions	25
18. Right-of-Way	25
19. Termination of the Contract	25
20. Final Approval and Acceptance	26
21. Payments	26
22. Payments: Last payment to Terminate Liability of the County	27
23. Inadequacy of Surety	27
VI. Scope of Work	27
VII. Plans and Details	27
VIII. Permits	27
IX. Proposal Forms (to be completed by bidder)	28 to 36
1. Bidder Qualifications	37 to 42
2. County Equal Opportunity Requirements	43 to 52
3. Form C: EEO/Anti-discrimination Compliance Certificate	53

4.	Declaration of Personal Property Tax Delinquency	54
5.	Non-Collusion Affidavit	55
6.	Proposal	56 to 57
X.	Contract Forms	58
1.	Articles of Agreement	59 to 60
2.	Government Business and Funding Contracts Form	61
XI.	Prevailing Wage Rate Forms	62

LEGAL ADVERTISEMENT
NOTICE TO BIDDERS

Sealed bids will be opened and publicly read on June 8, 2011 @ 11:00 A.M. Local Time, in the Summit County Council Chambers located at 175 S. Main Street, Akron, Ohio 44308.

Village of Lakemore Drainage Improvements

Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (Subcontracts, materials, supplies) have been set on this project for those certified as DBE's pursuant to Title 23, U.S.C. Section 140(c) and 49 CFR, Part 26, and qualified to bid with ODOT under Chapter 5525 of the Ohio Revised Code (O.C. R.). The DBE Goal is 10%.

The project includes storm sewer installation, full depth roadway reconstruction, water service and sanitary lateral replacement and site restoration.

Pre-winter construction is expected to begin **August 1, 2011** and shall be completed by **November 25, 2011**. Post-winter construction shall begin **May 7, 2012** and be completed by **June 29, 2012**.

Bid documents, including plans and specifications, are on file and may be purchased on line at www.eblueprint.com under the "PUBLIC PROJECTS" link. Selecting the project name will allow bidders to view the plans, the plan holder's list, and addenda(s). Orders and payment for bid document reproduction and delivery shall be made directly to eblueprint.

Bids shall be submitted on the forms provided and shall state the Unit Price of Lump Sum proposed as indicated in the blank spaces provided therein and shall be submitted in a sealed envelope marked on the outside with the project name: "***Village of Lakemore Drainage Improvements***" and the Contractor's name, address, phone number, electronic mail address, fax number, and contact name.

Per section 153.011 of the Ohio Revised Code, ". . . domestic steel must be used in all public improvements supported in whole or in part by State Capital Funds. . ."

Prequalification

Bidder must possess a valid Certificate of Qualification, as defined in Section 5525.03 of the Ohio Revised Code, at the time the bid is submitted for this project. The bidder should provide a copy of the valid certificate with the bid submittal.

Two or more persons, partnerships or corporations may bid jointly on any one project, but only on condition that prior to the time bids are taken on the project the bidders make a joint application for qualification and obtain a joint Certificate of Qualification.

Reserved Rights

Both Summit County and the Village of Lakemore reserve the right to reject any and all bids and to waive any irregularities in bidding. They both also reserve the right to increase or delete any portion of the proposed work.

COUNTY OF SUMMIT

Russell M. Pry, County Executive

ENGINEER'S BASE BID ESTIMATE:	<u>\$ 372,046.00</u>
ENGINEER'S ALT. BID ESTIMATE:	<u>\$ 36,336.00</u>
TO BE ADVERTISED:	<u>May 22, 2011 (ABJ) & May 29, 2011 (ABJ & Reporter)</u>
Advertisements for bids also are posted at	<u>www.summitengineer.net/for-professionals/notices-to-bidders</u>

IV. INSTRUCTIONS TO BIDDERS

1. SUBMISSION OF BID

Sealed bids will be received by the **County of Summit Department of Community and Economic Development office located at 175 South Main Street, Suite 207 Akron, Ohio 44308**, on or before the advertised bid date, as extended, for all labor, materials, equipment, supervision, coordination and other things necessary for the full and complete performance of the project described by the accompanying advertisement (herein referenced as the “Project”).

The sealed envelope containing the bid shall be marked with the Project title, the Contractor’s name, address, phone number, electronic mail address, fax number and contact name and shall be opened immediately thereafter, with the names of bidders and their respective contract prices read publicly.

2. STANDARD SPECIFICATIONS AND TERMS

The Construction & Material Specifications of the State of Ohio, Department of Transportation (2010 edition), including but not limited to the terms, conditions, covenants and definitions recited in “General Provisions” [Section 100] thereof, shall govern any contract awarded under these bid instructions. Said Construction & Material Specifications shall be referenced as the “Standard Specifications” or the “C&M Specifications” herein. The specifications, requirements, terms, conditions and covenants of these instructions and of other bid documents shall control over conflicting terms found in the Standard Specifications.

Wherever the following terms appear in the Standard Specifications, said terms shall have the following meaning herein:

- A. The terms “State”, “State of Ohio”, “Department” or “Department of Transportation” refer to the County of Summit, State of Ohio, acting through its authorized representatives. The County of Summit may be referenced as the “County” or the “Owner” herein.
- B. The term “Laboratory” refers to such testing laboratory or consultant as shall be designated by Summit County, the Village of Lakemore, or by their duly authorized representatives.
- C. The term “Engineer” refers to the Summit County and Village of Lakemore engineering consultant firm, GPD Group.

A numerical designation for an “item” referenced herein refers to the description of said item number as provided by the Standard Specifications.

Bidders are specifically referred to the definitions provided by section 101.03 of the Standard Specifications. Any undefined trade and technical words and terms shall be deemed to have the meaning established by trade usage in the highway/bridge construction and consultant engineer business.

3. FORM OF BID

Bids shall be submitted using the attached blank forms, designated for such purpose. These forms must be completed intact, without removal of any part, must recite the full name of the party making the bid, and must be properly signed.

In each blank marked "unit price", bidders are required to provide a bid price per referenced unit for the requested materials, labor or equipment, or referenced combination thereof. Failure to provide a price for each unit price item will render the bid informal, at the County's and/or the Village's discretion. An extended unit price is calculated by multiplying the bidder's unit price entries times their respective approximate quantities. The resultant extended unit price figures, in addition to any lump sum prices, are added to calculate the amount of each bid.

The unit prices and lump sum prices provided by each bidder shall govern the award of contract. If an error is made in the extension of unit prices, or in the addition of the unit and lump sum prices, the accurate extended unit prices and total shall govern.

Approximate quantities provided in the bid documents are approximations only. The County and/or Village reserves the right to eliminate, increase or decrease the actual quantity of any unit price item, or to non-perform any lump sum item.

4. BIDDER QUALIFICATIONS

Each bidder shall complete all bidder qualification information requested by these bid documents, and shall furnish such evidence of qualifications as is required thereby.

In addition, each bidder who has not entered into a contract with the County of Summit Engineer during the last five (5) calendar years, must provide evidence of:

- A. Five (5) years of experience in the performance of the type and magnitude of work required hereby; and
- B. Sufficient financial resources to commence and maintain the Project work; or
- C. A current pre-qualification certificate with the Ohio Department of Transportation, as referenced by section 102.01 of the Standard Specifications and by Chapter 5525 of the Ohio Revised Code, covering the type of work required hereby.

5. EXAMINATION OF SPECIFICATIONS, SITE, ETC.

All bidders will be held to have carefully read the bid documents and all materials referenced thereby, to have visited the Project site, and to have thoroughly acquainted themselves with all conditions pertaining to the work.

The bidder must exercise individual judgement as to the extent of the work to be done, and agree to fully complete the work or deliver equipment or materials in accordance with the specifications for the price bid.

6. BID GUARANTEE

Each bid shall be accompanied by a bid guarantee, in the form of a bid bond, a certified check or a cashiers check, in conformity with the requirements of ORC section 153.54 (A) and (B) and 153.571 naming the County of Summit and the Village of Lakemore as obligees. If a bid bond is used, the bond shall be in the full amount of the bid and signed by a surety company authorized to do business in Ohio, and accompanied by the surety's power of attorney affirming said signature. If a certified check or cashiers check is used, the instrument shall be drawn on a solvent bank in an amount not less than three percent (3%) of the bid. The bid guarantee shall be given as security that, if the bid is accepted, a contract will be executed in conformity with the bid. Bids less than fifteen thousand dollars (\$15,000.00) shall not require a bid guarantee.

The bid guarantee of the successful bidder will be returned upon execution of the contract.

Bid guarantees of unsuccessful bidders will be returned upon a written request submitted to the **County of Summit Department of Community and Economic Development office located at 175 South Main Street, Suite 207 Akron, Ohio 44308.**

7. UNACCEPTABLE BIDS

No bid will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the County of Summit upon any debt or contract, or that is in default as surety or otherwise, upon any obligation to the County, or has failed to perform faithfully any previous contract with the County or has been debarred by the County from consideration for contract awards .

8. ACCEPTANCE OR REJECTION OF BIDS

- A. Pursuant to Summit County Codified Ordinance 177.14(c), a contract shall be awarded to the lowest and best bid, after consideration of the following factors:
- 1) Experience of bidder's work force;
 - 2) Continuity of the bidder's work force;
 - 3) The bidder's participation in a bona fide apprenticeship program;
 - 4) Length of participation by the bidder in a bona fide apprenticeship program;
 - 5) The number of years a bidder has been in the construction, renovation or repair business;
 - 6) Bidder's familiarity with the Project;
 - 7) Bidder's record on similar construction projects;
 - 8) Whether bidder generally experiences cost overruns;
 - 9) Bidder's compliance with completion deadlines;
 - 10) Bidder's bonding record;
 - 11) Bidder's compliance with Workers Compensation laws;
 - 12) Bidder's compliance with unemployment compensation laws;
 - 13) Bidder's compliance with federal and state prevailing wage laws;
 - 14) Bidder's compliance with the Fair Labor Standards Act; and
 - 15) Bidder's compliance with fringe benefit contribution requirements.

- B. The County of Summit and the Village of Lakemore reserve the right to reject any and all bids, and any part or parts of any bid, and also the right to waive any informality in the bid. The County and the Village have the right to hold bids for up to sixty (60) days. In awarding a contract, the County has the right to consider all elements in determining the responsibility of the bidder. Any bid which is incomplete, conditional, obscure, or which contains additions not called for or irregularities of any kind, may be rejected.

9. WITHDRAWAL OF BIDS

The submitter of any bid deposited with the Engineer may request, in writing, to withdraw the bid within five business days of the opening. This request may be approved and collection of the bid bond may be waived at the discretion of the Engineer.

10. BIDDER PREFERENCES

- A. There is no local preference for the *Village of Lakemore Drainage Improvements*, construction contract.

11. DOMESTIC STEEL

All Steel products must meet the requirements of ODOT CMS 106.09

12. DISAVANTAGED BUSINESS (DBE) REQUIREMENT

DBE participation goals (subcontracts, material, and supplies) have been set on this project for those certified as DBE's pursuant to Title 23, U.S.C. Section 140(c) and 49 CFR, Part 26, and qualified to bid under Chapter 5525 of the Ohio Revised Code.

WAIVER PROCESS FOR DBE GOALS

In the event the Contractor is unable to meet the DBE Goal placed on this project, a request for waiver of all or part of the goal may be made to Summit County with a copy sent to the Village of Lakemore. The written request must indicate that a good faith effort was made to meet the goal and be sent to the **County of Summit Department of Community and Economic Development office located at 175 South Main Street, Suite 207 Akron, Ohio 44308, to the attention of Elizabeth Mayer, Senior Administrator.**

The Administrator will review the request. There will be no extension of time for the project granted if the prime contractor wishes to avail himself to this process.

13. RECORD RETENTION

As the County of Summit, Village of Lakemore or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT, or the United States government, all records, book and documents of every kind and description that relate to this contract.

14. PREVAILING WAGE RATES

All wages paid to employees on the work site shall be paid at the prevailing wage rate of wages for the class of work called for under this agreement. The prevailing wage rate for such wages shall be determined in accordance with the **Federal Davis Bacon Wage Rates** as determined by the US Department of Labor. The bidder agrees to provide the County with full and complete documentation of payment records.

The bidder agrees to provide the County with a contact person, a telephone number, a mailing address and if available, an electronic mail address for purposes of giving notice to the bidder of any changes in prevailing wage rates. Where an electronic mail address is given, the bidder agrees that the use of that method by the County satisfies any notice requirements of any change in prevailing wage rates that it may have under the Federal Davis Bacon Wage Rates as determined by the US Department of Labor..

The bidder further agrees that upon receipt of notice from the County of any changes in prevailing wage rates to immediately inform all subcontractors with whom it has contracted of such changes. The bidder agrees to defend and indemnify the County and the Village of Lakemore, their elected officials, agents and employees, against all claims, actions, demands, judgments, settlements, damages, liabilities, losses, and costs of any kind, including, but not limited to, reasonable fees of attorneys and experts, arising from or related to the bidder's failure to inform its subcontractors of changes in prevailing wage rates upon notice from the County of such changes.

15. SOLE SOURCE OR PROPRIETARY BID ITEMS

Any use of sole source or proprietary bid items must have received previous approval by Summit County or the Village of Lakemore. Sole source or proprietary bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.

16. OTHER REQUIREMENTS FOR SUCCESSFUL BIDDERS

- A. Bidders shall include in their proposals the cost of all licenses, permits, certificates, etc., required for the performance of the Project work or relating to the performance of contracts.
- B. A one hundred percent (100%) Performance Bond based on the bid and/or contract amount, in conformity with the requirements of ORC section 153.54 (C) and 153.57, must be submitted within ten (10) days after receipt of notification of award. A Maintenance Bond in the amount of ten percent (10%) of the final contract amount, extending coverage for two (2) years beyond the acceptance date of the completed Project, must be provided by the bidder/contractor as a prerequisite to final payment. Said Maintenance Bond shall assure the repair and/or correction of any defects or omissions in the Project work. Both the Maintenance Bond and the Performance Bond must name the County of Summit and Village of Lakemore.

- C. Bids must include the cost of insurance coverage of the type and in the amounts set forth by section 107.12 of the Standard Specifications and by any special bid documents.

Commercial General Liability Insurance with the minimum limits:	
General Aggregate Limit	\$2,000,000.00
Products – Completed Operations	
Aggregate Limit	\$2,000,000.00
Personal and Advertising Injury Limit	\$1,000,000.00
Each Occurance Limit	\$1,000,000.00
Comprehensive Automobile Liability Insurance	
Bodily Injury & Property Damage Liability	
Each Occurance	\$1,000,000.00

Prior to commencement of work, the bidder/contractor must provide the Engineer with a certificate of insurance, naming the County, and the Village of Lakemore as an additional insured, their officers, agents and employees as an additional insured with all rights to due notice in the manner set out above and providing that thirty (30) days’ notice to the County is required before coverage may be cancelled.

- D. Successful bidders must furnish a copy of a current State of Ohio Certificate of Worker’s Compensation, with replacement certificates required in the event of expiration or cancellation during the performance of the Project. The bidder/contractor agrees to indemnify and hold the County and Village of Lakemore harmless from any claim arising from or related to an employee’s or subcontractor’s employee’s Worker’s Compensation claim.
- E. The successful bidder must review and comply with State, federal and local laws and regulations relating to discrimination and equal employment opportunity, including but not limited to any special requirements or instructions provided on forms included with this bid. Questions relating to EEO requirements should be directed to Director of Administration/ Operations, Office of the Summit County Engineer, 538 E. South Street, Akron, Ohio 44311.
- F. The County of Summit is exempt from all sales, excise, and transportation taxes, with the exception of State of Ohio gasoline tax. Bid prices shall exclude all such taxes.
- G. A “Declaration of Personal Property Tax Delinquency” form must be fully executed and notarized pursuant to Ohio Revised Code Section 5719.042, before an award can be made.
- H. Successful bidder must furnish the County with a taxpayer identification number. The Internal Revenue Code requires the County to file an information return each January 31st on all payments made the previous year of \$600.00 or more. As required by Section 3406 of the Internal Revenue Code (26 U.S.C. 3406), the County shall withhold federal taxes at a rate of thirty-one percent (31%) if a correct taxpayer identification number is not provided. Back-up withholding requirements continue until the required information is received.

- I. The bidder, its employees, agents, representatives, and any other party working on its behalf, shall comply with all applicable terms of the Occupational Safety and Health Act, 29 U.S.C. 651 et seq. and any applicable related regulations, including, but not limited to, those stated in 29 CFR 1910.01-1910.1450, as amended, and 29 CFR 1926.1-1926.1152, as amended, and shall comply with all applicable terms of Ohio Revised Code Chapter 4167, as amended, and any applicable related regulations under the Ohio Administrative Code, as amended. This compliance shall include, but shall not be limited to, at a minimum, providing all employees working on the project with the necessary training before the work is performed, and providing all safeguards, safety devices, and protective equipment. The bidder further shall take any and all other actions reasonably necessary to protect the life and health of employees of the bidder and of the County and Village and to protect property in connection with the performance of the work for this Project.
- J. In connection with the Environmental Protection requirements of Standard Specification section 107.19, the bidder is specifically required to comply with air pollution regulations of the Ohio Environmental Protection Agency. Questions regarding those regulations should be addressed to the Akron Regional Air Quality Management District, 146 South High Street, Akron, Ohio 44308, telephone number 330/375-2480.
- K. The bidder/contractor shall indemnify, defend and save the County harmless from all claims or liabilities of any type or nature to any person, firm, or corporation arising from, resulting from, or attributable to the work done by the bidder itself or acting with or through others. The obligations shall be those set forth by section 107.12 of the Standard Specifications. In the event an action is brought against the County or any of its agents or employees, arising out of the bidder/contractor's work on the Project, the bidder/contractor shall assume full responsibility for the defense thereof. Should the bidder/contractor neglect, fail or refuse to do so after notice, the County reserves the right to defend such action and to charge all costs, including those for legal counsel, to the bidder/contractor.

V. GENERAL PROVISIONS

1. GENERAL PROVISIONS (VARIATIONS AND ADDITIONS TO THE STANDARD SPECIFICATIONS)

The Construction & Material Specifications of the State of Ohio, Department of Transportation (2010 edition), including but not limited to the terms, conditions, covenants and definitions recited in "General Provisions" [Section 100] thereof, shall govern any contract awarded under these bid instructions. Said Construction & Material Specifications shall be referenced as the "Standard Specifications" or the "C&M Specifications" herein. The specifications, requirements, terms, conditions and covenants of these instructions and of other bid documents shall control over conflicting terms found in the Standard Specifications.

Wherever the following terms appear in the Standard Specifications, said terms shall have the following meaning herein:

- A. The terms "State", "State of Ohio", "Department" or "Department of Transportation" refer to the County of Summit, State of Ohio, acting through its authorized representatives. The County of Summit may be referenced as the "County" or the "Owner" herein.
- B. The term "Laboratory" refers to such testing laboratory or consultant as shall be designated by Summit County, the Village of Lakemore, or by their duly authorized representatives.
- C. The term "Engineer" refers to the Summit County and Village of Lakemore engineering consultant firm, GPD Group.

2. "OR EQUAL"

Whenever, in any of the contract documents, an article, material, or equipment, is defined by describing a proprietary product, or by using the name of manufacturer or vendor, the term "or equal", if not inserted, shall be implied. The specific article, material, or equipment mentioned, shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired, and shall not be construed in such a manner as to exclude manufacturer's products of comparable quality, design and efficiency. The Contractor shall comply with the requirements of the contract documents, relative to the approval of materials and equipment by the County and Village, before they are incorporated in the Work.

3. SCOPE OF WORK

The Contractor shall furnish, at his own proper cost and expense, all management, labor, tools, forms, equipment, appliances, machinery, transportation, and materials, of whatever nature, necessary or proper for the Work in hand, and shall perform and complete within the time limit specified, all of the Work indicated or implied by the plans, profiles, drawings, specifications or estimated quantities prepared for this Project, including the removal of surplus or condemned materials, and the thorough cleaning of the site of the Work and structures built.

In no case will any Work, in excess of such requirements, be paid for unless ordered in writing by the Engineer as hereinafter specified.

All Work shall be of the best quality throughout, and shall be so done as to meet the approval of the Engineer.

4. ENGINEER'S DUTIES AND AUTHORITY

The Engineer shall have authority to appoint such assistants and inspectors as may be necessary to represent him in his absence from the Work; they shall keep the Engineer informed as to the progress of the Work, the character of the materials furnished, and the manner in which the Work is being done; they shall call the attention of the Contractor to any infringement upon the plans or specifications; they shall have the authority to reject defective materials, and to suspend any Work which is being improperly done, subject to the final decision of the Engineer. Neither the Engineer, nor his/her assistants, is authorized to revoke, alter, enlarge or relax the provisions of these specifications.

The Engineer shall, in all cases, determine the amount, quality, acceptability and fitness of the several kinds of Work and materials which are to be paid for under this contract, and shall, in all cases, decide every question which may arise relative to the fulfillment of this contract on the part of the Contractor. In so doing, to prevent disputes and litigation, he shall render fair and impartial decisions, and such decisions shall be binding upon the parties hereto.

The Engineer shall prepare all estimates of materials furnished, and Work done, upon which the Contractor is to be paid, which estimate shall be final and conclusive, except as herein otherwise provided, and such an estimate or estimates shall be a condition precedent to the right of the Contractor to receive any money under this contract.

The Engineer shall make all necessary explanations as to the meaning and intention of the specifications, shall give all orders and directions contemplated therein, or thereby, and in every case in which a difficult or unforeseen condition shall arise in the performance of the Work required by this contract. He/She shall decide on, and adjust, any differences, or conflicts, which may arise between the Contractor and other contractors or the County Executive or the Village of Lakemore.

If, at any time before the commencement of, or during the progress of the Work, the Engineer is of the opinion that the materials, or appliances, used, or to be used, are insufficient for securing the quality of Work required, or the required rate of progress, he may order the Contractor to increase their quantity or efficiency, and improve their character, and the Contractor shall conform to such order; but the failure of the Engineer to give such order shall not be so construed as to release the Contractor from his obligations to secure the quality of Work, or the rate of progress, required.

5. DRAWINGS AND SPECIFICATIONS

The drawings and specifications for this Project are intended to be explanatory and supplementary of each other, and are intended to indicate and provide for the construction of the various related parts of the Project in a complete and connected manner, using only the best materials and workmanship throughout. Should any detail be omitted, any discrepancies or errors appear, or misunderstandings arise, in or with respect to such drawings and specifications, the additions, corrections, or explanations necessary to provide for the

construction in accordance with such intent shall be made by the Engineer, and such additions, corrections and explanations shall be final and binding upon the Contractor, whose obligations hereunder shall require the construction in the manner aforesaid.

6. TIME AND ORDER OF DOING WORK

The word “days” shall mean calendar days unless otherwise specified. The Contractor shall commence Work at such point or points as the Engineer may approve, and shall carry on the various parts of the Work in such order of procedure as the Engineer may approve.

The rate of progress shall be such as to complete the entire Work contemplated within the time limit specified. Work to be performed and completed during the pre-winter phase of the project shall include, but is not limited to, underground utility removal and disposal, replacement, and installation of new appurtenances, roadway and drive removal, replacement, and reconstruction to the finished surface course, and linear ditch grading of the tree lawns as specified in the plan documents. Work to be complete during the post-winter phase of the project shall include site restoration including seeding and mulching of the tree lawns and affected areas of disturbance, watering, and lawn repair as required by the engineer.

In case the Work is not completed within the time limit aforesaid, the party of the second part shall forfeit to the party of the first part, not as a penalty but as liquidated damages caused by the failure so to complete. An amount of such liquidated damages as determined by ODOT Standard Specifications Section 108.07, and such amounts shall be deducted by the Engineer from the partial or final estimates to be allowed the Contractor.

7. EXTENSION OF TIME

The County Executive and/or the Village of Lakemore reserve the right to extend the time of completion for cause to the extent deemed sufficient, but such extension of time shall not be deemed a waiver by said County or Village of any rights provided for under this contract and shall not operate to release any bondsman from any of the obligations under the bond. An extension of time will be made for ordinary delays and accidents incident to construction work of this character.

8. NIGHT AND SUNDAY WORK

No Work requiring the presence of the Engineer or Inspector will be permitted at night or on Sunday. This clause shall not prohibit emergency Work, or Work for which the written permission of the Engineer is obtained, or Work being done by workmen organized for the regular continuous night work and working on only such work as the Engineer believes may be performed satisfactorily at night.

9. EXAMINATION OF WORK

The County and Village, their agents and employees, shall at all times have the right of entrance upon the Work and the premises occupied by the Contractor, and the Contractor shall provide safe and proper facilities for permitting such entrance. Other contractors of the party of the first part, for all purposes required by their contracts, shall have the similar right of entrance. The

Engineer shall be furnished with all reasonable facilities for ascertaining that the materials and Work are in accordance with the requirement and intention of the specifications and contract, even to the extent of uncovering or removing portions of finished Work.

10. INSPECTION

The Engineer, his assistants and agents, shall have, at all times, immediate access to all sources from which materials are being obtained for this contract, and shall have full facilities for inspecting and testing same. The Contractor shall give definite information, at any time, as to the place from which, or persons from whom, any material is being or will be procured. No material of any kind shall be incorporated in any part of the Work under the contract until it has been inspected by the Engineer, or his assistants, and has been approved by them. All materials to be used may be subjected to such tests as the Engineer may require to assure that such materials conform, in all respects, to the requirements of the specifications, or that they are equal in quality to samples submitted by the Contractor. All materials which do not conform to such requirements shall be rejected, and the Contractor shall remove such rejected materials from the vicinity of the Work within twenty-four (24) hours thereafter.

The inspection and supervision of the Work and materials by the Engineer, his assistants and inspectors, is intended to aid the Contractor in accomplishing the fulfillment of his duties and obligations under the contract, but such inspection and supervision shall not relieve the Contractor from his contract obligations.

Defective Work shall be made good and unsuitable materials may be rejected, notwithstanding that such Work and materials have been previously overlooked by the Engineer and accepted or estimated for payment. If the Work, or any part thereof, is found, at any time before the acceptance of the whole Work, to be defective, or to contain defective materials, the Contractor shall make good such defects under the direction of the Engineer.

Upon being attached to, or incorporated in the Work, affixed in or to the soil, all materials shall become the property of the County, and thereafter the Contractor shall have no right of property therein, unless they be afterward rejected by the Engineer.

The Contractor shall schedule inspection 24 hours in advance of their work. The Engineer will provide to the Contractor phone numbers and a contact person at the pre-construction meeting. The Contractor shall inform the Engineer of his work schedule and the hours that work will be performed. The Engineer shall approve the Contractor's schedule and hours of operation before the Contractor may begin work.

When work is scheduled and the Contractor desires to change the approved schedule, the Contractor shall contact the Engineer at least one hour prior to starting time to cancel or adjust the hours of inspection. If the Contractor fails to contact the Engineer as stated above the Contractor will be charged for four (4) hours of inspection time at the current inspection rate. This cost will be subtracted from the Contractor's monthly pay estimate.

11. SUSPENSION OF WORK

The County and/or Village reserve the right to suspend Work upon all or part of this Project for the purpose of doing anything thought necessary, or for any other reason, and for such period as it may deem necessary, and the Contractor shall not be entitled to any damages on account of suspension, but the time of completion shall, if necessary, be extended by as many days as such delays lasts. Upon such suspension, the Contractor shall lay out all materials in a neat manner, provide properly for storm drainage, pedestrian and vehicular traffic, and provide means for properly protecting the Work and the public from injury or damage.

12. EXTRA AND UNCLASSIFIED WORK

Extra work is any work in connection with the execution and completion of the contract, for which no price is included in the contract, and the doing of which can be deemed to be reasonably included in the contract, or that which is caused by an unforeseen contingency not contemplated by the contract. The Engineer shall have the right to require the Contractor to perform extra work, or to supply materials of a class not provided for, but the Contractor shall not furnish any such work or material, unless he has first been ordered to do so by the County Executive or the Board of Control or the County Council as provided by the ordinances of the County. In case the price to be paid for such work or materials cannot be agreed upon using one of the following methods, the Engineer shall determine the price which shall be allowed therefore, and when so determined, such price shall be final and binding upon both parties hereto.

The amount to be paid to the Contractor for extra Work shall be determined by one or more of the following methods:

- a) By unit prices contained in the Contractor's original bid and incorporated in the construction contract;
- b) By a supplemental schedule of prices based upon and comparable to the prices contained in the Contractor's original bid and incorporated in the construction contract;
- c) By an acceptable lump sum proposal from the Contractor; and / or
- d) On a cost-plus-limited basis not to exceed a specified limit. A cost-plus-limited basis is defined as the cost of labor, materials, and insurance, plus ten percent (10%) of the said cost to cover superintendence, general expense and profit.

13. CLAIMS MANAGEMENT POLICY

The Engineer recognizes the need to contend with claims experienced by the contractor that are not addressed by the contract. This policy acts as directive to provide stability and expertise in the management of its claims and to ensure they are investigated, evaluated, and resolved in a timely and professional manner.

Claims

A dispute is not identified as a claim until a *Notice of Intent to File a Claim*. The *Notice of Intent to File a Claim* cannot be made until Steps 1 and 2 are completed. A claim is defined as formal assertion by the contractor for something due or believed to be due to the contractor.

This claim may include monetary compensation and/or time extension for the completion of the contract. All claims must be presented by the Prime Contractor. Claims submitted by a sub-contractor or supplier against the City or Prime Contractor shall not be accepted.

Purpose

This policy attempts to resolve disputes in a fair and cost-effective manner. The documentation resulting from this procedure will provide information needed to make a reasonable and unbiased decision. The Engineer acknowledges that costs can be kept to a minimum when the resolution is found at the earliest step possible.

Process

The Contractor must exhaust all three steps of this policy prior to seeking additional compensation or contract time by filing an action in the applicable Court of Law.

The Contractor must follow this policy to be eligible for any compensation (time or monetary) for any and all claims not addressed by a Change Order. All steps in the policy must be completed prior to moving to the next step. The Contractor shall continue with all Work, including that which is in dispute. The Engineer will continue to pay for work being performed.

Prior to entering into the formal claim resolution process, both the contractor superintendent and the Construction Inspector and Project Engineer agree to attempt to resolve any disputes in a good faith effort that is fair and equitable to both the contractor and the County within the guidelines and requirements established by the contract. If this good faith effort does not resolve the problem, the contractor may proceed into the Claims Management Procedure.

Failure to meet any of the timeframes outlined below or to request an extension may terminate further review of the dispute and may serve as a waiver of the Contractor's right to file a claim.

Step 1 (On-Site Determination)

The Project Engineer shall meet with the Contractor's superintendent and Construction Inspector within two (2) working days of receipt of the Contractor Written Early Notice set forth in 104.02.G of the ODOT Construction and Material Specifications. The Project Engineer will negotiate in an effort to reach a resolution according to the Contract Documents. The Project Engineer will issue a written decision of Step 1 within fourteen (14) calendar days of the meeting. If the dispute is not resolved, the Contractor must either abandon or escalate the dispute to Step 2. The claim along with all pertinent information and contract provisions shall be presented to the Project Engineer by the Contractor and County representatives.

Step 2 (Construction Section Manager)

Within seven (7) calendar days of receipt of the Step 1 decision, the Contractor must submit a written request for a Step 2 meeting to the Construction Section Manager. The Construction Section Manager will assign the dispute a dispute number. Within fourteen (14) calendar days of receipt of the request for a Step 2 meeting, the Contractor shall submit the Dispute Documentation as follows:

1. The Contractor shall submit three (3) complete copies of the documentation of the dispute to the Construction Section Manager.
2. The Dispute Documentation shall be identified on a cover page by Project Number, Project Name Contractor name, subcontractor or supplier if involved in the dispute, and dispute number.
3. The Dispute Documentation shall be an original document that clearly and in detail gives the required information for each item of additional compensation and time extension requested.
4. A narrative of the disputed work or project circumstance at issue. This section must include the dates of the disputed work and the date of early notice.
5. References to the applicable provisions of the plans, specifications, proposal, or other contract documents. Copies of the cited provisions shall be included in the Dispute Documentation.
6. The dollar amount of additional compensation and length of contract time extension being requested.
7. The cost and supporting documents that served as the basis for the requested compensation stated in number six (6) above.
8. A detailed schedule analysis must be included in the Dispute Documentation for any dispute concerning additional contract time, actual or constructive acceleration, or delay damages. At a minimum, the schedule analysis must include the Schedule Update immediately preceding the occurrence of the circumstance alleged to have caused delay, an original schedule, an impact schedule showing the impact of the delay, and must comply with accepted industry practices. Failure to submit the required schedule analysis will result in the denial of that portion of the Contractor's request.
9. Copies of relevant correspondence and other pertinent documents.

The Construction Section Manager shall review and recommend a resolution to the claim. If recommended by the Construction Section Manager, the process will cease and the claim will be processed as a Change Order. Otherwise, the Construction Section Manager will meet with the contractor's representative, the Project Engineer, and Construction Inspector within fourteen (14) days to hear each party's stance and as a last chance opportunity to resolve the claim before escalating to Step 3. The Construction Section Manager will issue a written determination of Step 2 to the contractor and project file within fourteen (14) days. If the dispute is not resolved, the Contractor must either abandon or escalate the dispute to Step 3.

Step 3 (Engineer's Claims Committee)

Within fourteen (14) calendar days of receipt of the Step 2 decision, the Contractor must submit a written *Notice of Intent to File a Claim* to the Engineer. This notice shall state the Contractor's request for an Engineer's hearing on the claim.

The dispute becomes a claim when the Engineer receives the *Notice of Intent to File a Claim*.

The Engineer's Claim Committee will consist of the Chief Deputy Engineer, the Deputy Director of Engineering Services, and the Public Works Director, or designees. The County Prosecutor will provide advice to the Engineer. The Engineer will be responsible for deciding claims.

Engineer's Claim Committee Hearing

The Contractor shall submit six (6) complete copies of its Claim Documentation to the Engineer within thirty (30) calendar days of receipt of the *Notice of Intent to File a Claim*. This time frame may be extended upon mutual agreement of the parties and with approval of the Committee. In addition to the documentation submitted at Step 2, the narrative shall be enhanced to include sufficient description and information to enable understanding by a third party who has no knowledge of the dispute or familiarity with the project. This documentation must also include a discussion of the efforts taken to resolve the dispute. When submitting the Claim Documentation, the Contractor must certify the claim in writing. Such certification shall attest to the following:

1. The claim is made in good faith.
2. To the best of the Contractor's knowledge, all data offered to support the claim is accurate and complete.
3. The claim amount accurately reflects the Contractor's actual incurred costs and additional time impacts.

This claim certification shall also be notarized pursuant to the laws of the State of Ohio. The following is an example of the correct form for a claim certification:

(The Contractor) certifies that this claim is made in good faith, that all supporting data is accurate and complete to the best of (the Contractor's) knowledge and belief, and that the claim amount accurately reflects the contract amendment for which (the Contractor) believes the County is liable.

By: _____
(The Contractor, Name and Title)
Date of Execution: _____

Within thirty (30) calendar days of receipt of the Contractor's Claim Documentation, the Construction Section Manager shall submit six (6) complete copies of its Claim Documentation to the Engineer. In the event that the Contractor is granted a time extension for the submission of its Claim Documentation, the Construction Section Manager will be granted an equal time extension for submission of its Claim Documentation. At a minimum, the Construction Section Manager's Claim Documentation must include:

1. A narrative of the disputed work or project circumstance at issue with sufficient description and information to enable understanding by a third party who has no

knowledge of the dispute or familiarity with the project. This section must include the dates of the disputed work and the date of early notice. The narrative must also discuss the prior efforts taken to resolve the dispute.

2. References to the applicable provisions of the plans, specifications, proposal, or other contract documents. Copies of the cited provisions shall be included in the claim document.
3. Response to each argument set forth by the Contractor.
4. Any counter-claims, accompanied by supporting documentation, the **Engineer Claims Committee** wishes to assert.
5. Copies of relevant correspondence and other pertinent documents.

Within fourteen (14) calendar days of receipt of the Construction Manager's Claim Documentation, the Engineer will forward one (1) complete copy to the Contractor and will schedule a hearing on the dispute. Once a hearing date has been established, both the Contractor and Construction Manager shall provide the Engineer with the list of names and telephone numbers of each person who may present information at the hearing. Reasonable time, generally not to exceed 60 days, will be provided for submission and review of additional documentation by either party prior to the hearing date. However, unless otherwise permitted by the Committee, the exchange of documentation and all disclosures specified in this step of the process shall be completed at least fourteen (14) calendar days prior to the hearing. Upon request or at the Committee's discretion, the Committee may delay the hearing one (1) time to allow more time for review and requests for more documentation. In the event of multiple claims, the Committee may order that they be considered in a single hearing. The Committee may hold this hearing after the completion of the project or until such time that it is assured that all disputes on the project have been processed through Steps 1 and 2. The Contractor and Construction Manager will each be allowed adequate time to present their respective positions before the Committee. The Contractor and Construction Manager will also each be allowed adequate time for one (1) rebuttal limited to the scope of the opposing party's presentation. The Contractor's position will be presented by a Contractor's representative who is thoroughly knowledgeable of the claim. Similarly, the Construction Manager's position will be presented by the Construction Manager or a representative who is thoroughly knowledgeable of the claim. Each party may have others assist in the presentation. The Committee may, on its own initiative, request information of the Contractor or Construction Manager in addition to that submitted for the hearing. If the Contractor or Construction Manager fails to reasonably comply with such request, the Committee may render its decision without such information. Upon completion of the hearing and consideration of any additional information submitted upon request, the Committee will submit a written recommendation on the disposition of the claim to the Engineer. The Engineer will ratify, modify, or reject the recommendation of the Committee and render its decision within sixty (60) calendar days of the hearing. Within thirty (30) calendar days of receipt of the Committee's decision, the Contractor must either accept or reject the decision in writing. In the event the Contractor fails to do so, the Committee may revoke any offers of settlement contained in the decision. The decision of the Committee is the final step of the Summit County Engineer's Dispute Resolution Process and may not be appealed within the Engineer's Office. The Committee is not bound by any offers of settlement or findings of entitlement made during Steps 1 and 2 of the Dispute Resolution Process.

Acknowledgements:

Similarities in language and procedure to ODOT Proposal Note 109 are deliberate. An attempt is being made to model this policy after ODOT's Dispute Resolution and Administrative Claim Process. This attempt is being made to standardize and create a uniform practice across the industry.

14. DUTIES OF THE CONTRACTOR

The Contractor shall give his personal attention and supervision continuously to the faithful prosecution of the Work, shall keep the same under his personal control, and shall not assign, by power of attorney or otherwise, nor sublet the Work or any part thereof, without the previous written consent of the Engineer. He shall not, either legally or equitably, assign any of the moneys payable under this agreement, or his claim thereon, unless by and with the like consent of the County.

The Contractors shall employ only competent and skillful workmen to do the Work. Incompetent, careless or disorderly workmen or foremen, will not be permitted on the Work, and any such workmen shall be discharged immediately by the Contractor upon complaint of the Engineer, and shall not be re-employed on this contract without The Engineer's consent.

All materials used in the Work shall be of the best quality, unless notations on the plans and specifications provide otherwise, and shall conform in all respects to the requirements of the specifications. No materials shall be used unless they have been examined and approved by the Engineer or his inspectors. In case any material is rejected, the Contractor shall remove such material from the site of the Work at once, and shall not again submit it or any of it for inspection. The Contractor shall at once remove, upon the order of the Engineer, any defective materials, or Work, which may have been placed in the Project, even though such material, or Work, have previously been approved, through oversight or error, by the Engineer, and shall replace the same with acceptable materials and workmanship.

It shall be the duty of the Contractor to cooperate with property owners, owners of public utilities, and with other contractors of the County, in such manner and to such extent as the Engineer may determine, to the end that the interests of the County and the public may be best conserved and protected, and that there may be as little damage and inconvenience as possible, resulting from operations hereunder to such property or property owners and in the transaction of business.

The Contractor shall furnish, without extra compensation therefore, such assistance as the Engineer, or his assistants or inspectors may require, in measuring in and setting stakes or marks for indicating lines, grades or levels, for measuring or determining quantities for estimates, and for handling and inspecting materials to be used on the Work, whether such materials have been delivered upon the site of the Work or are in local storage. The Contractor shall provide such facilities for weighing and measuring materials, as the Engineer may deem necessary, to secure the proper fulfillment of the provisions and requirements of the specifications.

The Contractor shall diligently protect and preserve all stakes, marks, bench marks and monuments, set or used by the Engineer, and shall be responsible for securing therefrom the proper lines, grades and levels for the structures to be built.

The Contractor shall provide the Engineer, upon request, with bills of lading, or invoices of any or all material used or to be used on this Work, and shall make accessible to the Engineer the original time-books, covering any extra work or work done on force account.

The Contractor shall keep himself fully informed of, and comply with, all existing and future laws, statutes, ordinances, rules and regulations, whether of National, State or Local force, which in any way effect the conduct of the Work to be done, the materials to be used, the persons engaged or employed on the Work, or property right. He shall at all times observe and comply, and see that all of his employees and agents observe and comply, with such laws, statutes, ordinances, rules and regulations. The Contractor shall protect and indemnify the County, their officers and agents, against any claim or liability, arising or based on the violation of any such laws, statutes, ordinances, rules or regulations, whether by himself or by his employees or agents.

The Contractor shall also inform himself as to the prevailing rates of wages on Public Improvements, current at the time this Work is in progress as provided by law.

The Contractor shall observe and comply with the specific safety requirement of the Ohio Department of Industrial Relations, and the rules of the Commission relating to construction Work are hereby made a part of these specifications.

In connection with the foregoing, particular attention is called to laws and regulations dealing with workmen's compensation, employer's liability, social security and labor laws, explosives, boilers, natural watercourses and sanitation.

The Contractor shall cause to be constructed, in such manner and at such points as the Engineer may require, necessary sanitary conveniences for the use of employees on the Work. They shall be properly secluded from public observation, shall be maintained sanitary and inoffensive at all times, and their use shall be strictly enforced. The Contractor shall provide an ample supply of pure drinking water for employees at all times, and the source of such supply shall be subject, at all times, to the approval of the Engineer.

15. INDEMNITY

The Contractor agrees, in contracting hereunder, to assume all responsibilities for the Work, and all liabilities arising by virtue of the prosecuting of such Work, or in connection therewith, in accordance with the terms and provisions herein given.

The Contractor shall assume the defense of, save and hold harmless and indemnify the County, and its individual officers, employees and agents, from all claims for compensation or damages relating to labor or materials furnished for the Work, or to inventions or patents used, or rights pertaining thereto, from any and all claims for damages or injuries to persons or property, arising either directly or indirectly from the prosecution of the Work, or in connection therewith, or resulting therefrom. The Contractor shall assume the duty to give written notice

of prospective operations to the owner, or owners, of any and all gas, sewer, water, or other pipes or conduits, poles, wires or other fixtures related thereto, fences, building, railway tracks or other public or private property, which may be endangered or affected by such operation, which notice shall be sufficiently in advance of such operations to allow such owner, or owners, ample time to protect his or their property; and whether or not such property is protected by such owner or owners, the Contractor shall assume all risk of damage thereto, and shall make good, at his own expense and to the owner's satisfaction, any property damaged by his operations, in connection therewith or as a result thereof.

The Contractor shall at his own expense, furnish, erect and maintain such barricades, fences, red lights and watchman, as may be necessary therefore, and shall properly protect all persons, animals and property against injury or damage which might result as a consequence of this Work. He assumes, hereby, all liability for injury to the Work, or any portion thereof, which may be occasioned by an action of the elements, or from any other cause, and shall replace, or rebuild, to the satisfaction of the Engineer, any and all portions of the Work which may be so injured. He shall furnish suitable housing for materials to be used, and shall protect all materials, and finished or unfinished Work, until such materials are used, and until the Work is finished and accepted.

The Contractor shall be liable for, and shall settle all claims demurrage for freight cars and under no conditions shall he make, or be allowed, extra compensation therefore.

The Contractor shall be responsible for the safety and sufficiency of the methods, appliances and plant used in prosecuting Work, and shall be liable for any or all claims arising from any thereof.

16. WAIVER OF RIGHTS

The Contractor agrees, in contracting for Work, that he has investigated, studied and verified the plans and specifications, the circumstances and conditions under which labor and materials must be supplied and the Work prosecuted and completed, and has made due allowance therefore, as well as for inaccuracy of borings and any unforeseen difficulties in the performance of the Work hereunder. He further agrees that he will not claim, and hereby waives all rights to, damages or additional recompense, over or above the price bid for unforeseen difficulties or hindrances which may arise, other than these which may be expressly specified herein.

No act of the Engineer, or his assistants or inspectors, shall operate as a waiver of any provisions of the contract, nor shall any breach of this contract operate as a waiver of any other subsequent breach. Any and all remedies provided in this contract are cumulative, in addition to each other remedy herein provided. The mention of any specific duty liability of the Contractor, in any part of the specifications or act, shall not be construed as a limitation or restriction upon general liability or duty imposed upon the Contractor by said specifications and contract. Should any part of the Work be sublet by Contractor, such action shall in no way release said Contractor any liability or obligation hereunder, but he shall be liable for acts and negligence of any sub-contractor, and shall be responsible for the complete fulfillment of the provisions of this act the same as though no sub-contract existed.

17. INJUNCTIONS

If legal obstructions to the prosecution of the Work arise, the delay shall operate to extend the time for the completion of the part, or parts of the Work so obstructed for the length of time the obstruction continues, and no longer, but no damages shall be claimed by, or allowed to, the Contractor for any delay.

18. RIGHT-OF-WAY

Wherever it is required, as a part of the contract, to perform Work within the limits of private property, or in right-of-way, such Work shall be done in conformity with all agreements between the County and such owners, and whether or not such a condition be part of the agreement, care shall be taken to avoid injury to the premises entered, which premises shall be left in a neat and orderly condition by the removal of rubbish and the grading of surplus materials, and the restoration of said property to the same general conditions as at the time of entry for Work to be performed under this contract.

19. TERMINATION OF THE CONTRACT

If the Work to be done under this contract shall be abandoned by the Contractor, or if this contract, or any part thereof, shall be assigned, or the Work sublet by him, without the previous written consent of the County, or if, at any time any officials of the County, or employee thereof, shall become directly or indirectly interested in the contract, or in furnishing the supplies or performing the Work thereunder, or in any portion of the profit thereof, or if at any time the Contractor shall become insolvent or bankrupt, or if at any time the County shall be of the opinion that the performance of the contract is unnecessarily or unreasonable delayed, or that the Contractor is willfully violating any of the provisions of this contract; or if the Work is not fully completed within the time named in the contract; then, and in any such case, the County may notify the Contractor to discontinue the Work, or such part thereof as may be designated by the Engineer. The Engineer will thereupon appraise and survey the Work completed according to the contract, make proper estimates of the cost of such Work and payment due the Contractor. such reports shall be forwarded to the Surety and the Contractor together with the Engineer's request for removal of the Contractor and the Engineer's recommendation of the cost of the remaining Work and his recommendation for final disposition and dissolution of this contract.

All expenses incurred by the County and chargeable under these clauses, or by virtue of this contract, shall be deducted and retained by the County out of any moneys then due, or to become due the Contractor under, and by virtue of, this contract or any part thereof. In case such expense shall exceed the amount which would have been payable under the contract, if the same has been completed by the Contractor, the Contractor, or his sureties, shall pay the amount of such excess to the County; but should such expense be less than the amount payable under this contract, if the same has been completed by the Contractor, he shall receive the difference, but shall not be entitled to damages for not being allowed to complete the Work himself.

The Contractor, when required, shall furnish the County with satisfactory evidence that all persons who have done Work for, or furnished materials to the Contractor, for the Work on this

Project, or have suffered damage in connection therewith, have been fully paid or secured. Upon completion of the Work the Contractor, shall furnish the County with a sworn statement and shall produce receipted bills, or other evidence required as proof thereof, that all persons having had lawful claims for Work done, or materials furnished, or damages incurred by reason of this Project, have been fully paid or secured. In case such evidence is not furnished as required, such amounts, as the County Executive shall consider necessary to meet such lawful claims shall be retained by the County from the monies otherwise due said Contractor under this contract until the aforesaid claims shall have been fully satisfied by the Contractor, or in case of failure of the Contractor to do so, the County shall use such amounts to satisfy such claims free and clear of any obligations to the Contractor.

20. FINAL APPROVAL & ACCEPTANCE

The County Executive's approval of the final estimate for the Work done shall constitute the acceptance of the completed Work.

21. PAYMENTS

The payment for Work done, under any item contained in the proposal, or in any supplemental contract, shall cover the furnishing of all labor and materials necessary to the construction and completion of such items as specified, including any and all necessary excavation, removal of loose or unsound concrete, pavement, railings, or any other materials, whether earth, sand, rock, muck, timber or old structures, as well as pumping, draining, maintaining of flow in existing sewers and drains, sheeting, bracing, coffer-damming, back-filling, constructing, embankment, removal of surplus materials, restoration of streets and roads, and cleaning up the site of the Work, except when, and as, otherwise specifically provided in this Contract.

On or about the first day of the month, the Contractor shall submit to the County, one original and one copy of an invoice on a form as prescribed by the County. The invoice shall detail all Work performed and shall be in an amount equal to the total cost at contract rates for all Work performed less any and all amounts previously paid and less retainage as applicable pursuant to sections 153.12, 153.13, 153.14 and 153.63 of the Ohio Revised Code.

If the County approves the invoice, the County will within sixty (60) days thereafter, pay to the Contractor the invoice amount due. If the County does not approve the invoice submitted by the Contractor, the County will advise the Contractor of the reason for such disapproval within ten (10) days of receipt of said invoice and no amount will be due and payable to the Contractor until the reasons for the disapproval are remedied to the satisfaction of the County.

Such payments shall not operate as an acceptance of the Work done. No Work shall be accepted until fully completed, or opened for beneficial use and occupancy. All prior partial estimates and payments will be subject to correction in the final estimate.

22. PAYMENTS; LAST PAYMENT TO TERMINATE LIABILITY OF THE COUNTY

No persons, or corporation, other than the signer of the contract as Contractor, has now any interest hereunder, and no claim shall be made or be valid, and neither the County, nor its agents, shall be liable for, or held to pay any money, except as provided.

The County shall pay, and the Contractor shall receive, the prices herein stipulated, as full compensation for everything furnished and done by the Contractor under this contract, including all incidental Work required but not specifically mentioned, and also for all loss, or damage, arising out of the nature of the Work aforesaid, or from the action of the weather, floods, or from any unforeseen obstruction, or difficulty, encountered in the prosecution of the Work, and for all risks of every description connected with the Work, and for all expenses incurred by, or in consequence of, the suspension or discontinuance of the Work, as herein specified, and for well and faithfully completing the Work, and the whole thereof, as herein provided, together with the remedying of all defects. The acceptance by the Contractor of the last estimate, made as aforesaid, shall operate as a release to the County and its agent, from any and all claims relating to the Work of any nature whatsoever.

23. INADEQUACY OF SURETY

If, at any time after execution and approval of this contract, and the performance bond required by the contract documents, the County Executive shall deem any of the sureties upon such bond to be unsatisfactory, or if, for any reason, such bond shall cease to be adequate security for the County, the Contractor shall, within five (5) days after notice from the County Executive, furnish a new or additional bond, in the form and sum required by the County Executive to be signed by such sureties as shall be satisfactory to the County. No further payment shall be deemed due, nor shall any further payment be made to the Contractor, unless, and until, such new or additional bond shall be furnished and approved. The premium on such bonds shall be paid by the Contractor.

VI. SCOPE OF WORK

The project includes storm sewer installation, full depth roadway reconstruction, water service and sanitary lateral replacement and site restoration.

VII. PLANS AND DETAILS

Plan sheets 1/39 through 39/39 prepared by GPD Group. Summit County Consulting Engineer titled: Village of Lakemore Drainage Improvements, Summit County, Ohio

VIII. PERMITS

No permits are required.

IX. PROPOSAL FORMS

**Village of Lakemore
Drainage Improvements**

FORM OF PROPOSAL

BASE BID

ITEM	DESCRIPTION	SUNNYSIDE AVE. OUTFALL	CHURCH ST.	FRONT ST.	THRID ST.	FOURTH ST.	TOTAL QUANTITY	UNIT	ESTIMATED PRICE	TOTAL COST
PAVEMENT										
204	SUBGRADE COMPACTION		121	1533	73	35	1,762	SQ YD		
204	PROOF ROLLING		0.06	0.87	0.04	0.02	1	HR		
204	GRANULAR MATERIAL #1'S & #2'S AGGREGATE FOR SUBGRADE STABILIZATION			844.00			844	CU YD		
204	EXCAVATION OF SUBGRADE, 18" FOR SUBGRADE STABILIZATION			844.00			844	CU YD		
204	TENSAR GEOGRID - TX160			1385.00			1,385	SQ YD		
204	TENSAR GEOGRID - BX - 1300			1688.00			1,688	SQ YD		
301	3" ASPHALT CONCRETE BASE, PG64-22		4.0	133	3.0		140	CU YD		
304	6" AGGREGATE BASE		10	209	7		226	CU YD		
305	9" PORTLAND CEMENT CONCRETE BASE		10	111	9	9	139	CU YD		
407	TACK COAT (0.075 GAL/SY)		9	115	5.5	3	132	GAL		
407	TACK COAT FOR INTERMEDIATE COURSE (0.04 GAL/SY)		2	61	3		66	GAL		
408	PRIME COAT (0.4 GAL/SY)		24	635	17		676	GAL		
448	1 1/4" ASPHALT CONCRETE SURFACE COURSE, TYPE 1 PG64-22		4	53	3	1	61	CU YD		
448	1 1/2" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1 PG64-22		2	64	1		67	CU YD		
PAVEMENT SUBTOTAL:										
DRIVEWAYS										
204	SUBGRADE COMPACTION		10	197		17	224	SQ YD		
204	PROOF ROLLING		0.01	0.10		0.01	0.1	HR		
301	3 1/2" ASPHALT CONCRETE BASE, PG64-22			13		2	14	CU YD		
304	3" AGGREGATE BASE		1	16		1	19	CU YD		
304	6" AGGREGATE BASE		1				1	CU YD		
407	TACK COAT (0.075 GAL/SY)			10		1	11	GAL		
408	PRIME COAT (0.4 GAL/SY)			53		7	60	GAL		
441	2" AGGREGATE BASE, VIRGIN CRUSHED LIMESTONE		0.3				0	CU YD		
448	1 1/4" ASPHALT CONCRETE SURFACE COURSE, TYPE 1 PG64-22			5		1	6	CU YD		
452	6" NON-REINFORCED CONCRETE PAVEMENT		10	65			76	SQ YD		
DRIVEWAY SUBTOTAL:										

Village of Lakemore
Drainage Improvements

FORM OF PROPOSAL

BASE BID

ITEM	DESCRIPTION	SUNNYSIDE AVE. OUTFALL	CHURCH ST.	FRONT ST.	THRID ST.	FOURTH ST.	TOTAL QUANTITY	UNIT	ESTIMATED PRICE	TOTAL COST
STORM SEWERS										
602	CONCRETE MASONRY (FOR FULL HEIGHT HEADWALL)	0.67					1	CU YD		
602	CONCRETE MASONRY (FOR CONCRETE COLLAR)	0.13				0.24	1	CU YD		
603	6" CONDUIT,TYPE B, 707.33			168.00			168	LIN FT		
603	6" CONDUIT,TYPE C, 707.33				10.00		10	LIN FT		
603	8" CONDUIT,TYPE B, 707.33			13.00			13	LIN FT		
603	10" CONDUIT,TYPE B, 707.33			20.00			20	LIN FT		
603	10" CONDUIT,TYPE C, 707.33					10.00	10	LIN FT		
603	12" CONDUIT,TYPE B, 707.33	5.00		30.00	25.00		60	LIN FT		
603	12" CONDUIT,TYPE C, 707.33				30.00		30	LIN FT		
603	18" CONDUIT,TYPE B, 707.33			32.00	88.00	43.00	163	LIN FT		
603	18" CONDUIT,TYPE C, 707.33	80.00					80	LIN FT		
603	24" CONDUIT,TYPE B, 707.33		234.00	667.00	56.00		957	LIN FT		
603	24" CONDUIT,TYPE C, 707.33				57.00	82.00	139	LIN FT		
603	36" CONDUIT,TYPE B, 707.33		51.00				51	LIN FT		
604	CATCH BASIN, AS PER PLAN	1.00					1	EACH		
604	MANHOLE NO. 3, 48" BASE, FLAT SLAB TOP		1.00	6.00		2.00	9	EACH		
604	YARD DRAIN, AS DIRECTED			12.00			12	EACH		
604	CATCH BASIN, ODOT NO. 2-3		1.00	3.00	2.00		6	EACH		
604	MANHOLE NO. 3, 60" BASE, FLAT SLAB TOP		1.00				1	EACH		
604	MANHOLE NO. 3, AS PER PLAN				1.00		1	EACH		
604	CATCH BASIN, ODOT NO. 2-2B			3.00	3.00	2.00	8	EACH		
604	CATCH BASIN, ODOT NO. 2-4		1.00				1	EACH		
									STORM SEWER SUBTOTAL:	
SANITARY SEWERS										
603	PVC SANITARY SERVICE LATERAL RECONNECTIONS, AS DIRECTED			19.00			19	EACH		
604	MANHOLE ADJUSTED TO GRADE			1.00			1	EACH		
									SANITARY SEWER SUBTOTAL:	
WATERWORK										
638	1" COPPER SERVICE BRANCH, AS DIRECTED			160.00			160	LIN FT		
638	VALVE BOX ADJUSTED TO GRADE		1.00	1.00			2	EACH		
638	SERVICE BOX ADJUSTED TO GRADE			1.00			1	EACH		
638	4" WATER MAIN, DUCTILE IRON PIPE CLASS 53, MECHANICAL JOINTS AND FITTINGS		20.00				20	LIN FT		
638	6" WATER MAIN, DUCTILE IRON PIPE CLASS 53, MECHANICAL JOINTS AND FITTINGS			4.00			4	LIN FT		
638	6" FIRE HYDRANT REMOVED AND RESET			1.00			1	EACH		
									WATERWORK SUBTOTAL:	

Village of Lakemore
Drainage Improvements

FORM OF PROPOSAL

BASE BID

ITEM	DESCRIPTION	SUNNYSIDE AVE. OUTFALL	CHURCH ST.	FRONT ST.	THRID ST.	FOURTH ST.	TOTAL QUANTITY	UNIT	ESTIMATED PRICE	TOTAL COST
	ROADSIDES									
209	LINEAR DITCH CLEARING AND GRADING	97.00	266.38	1100.00	202.00	105.00	1.770	LIN FT		
	ROADSIDES SUBTOTAL:									
	TRAFFIC MAINTENANCE									
614	MAINTAINING TRAFFIC						1	LUMP		
	TRAFFIC MAINTENANCE SUBTOTAL:									
	MISCELLANEOUS									
623	CONSTRUCTION LAYOUT STAKES						1	LUMP		
624	MOBILIZATION						1	LUMP		
SPEC	MAILBOX REMOVAL, MAINTENACE AND REPLACEMENT						1	LUMP		
	MISCELLANEOUS SUBTOTAL:									
	TOTAL BASE BID COSTS									

Village of Lakemore
Drainage Improvements

FORM OF PROPOSAL

ALTERNATE BID

ITEM	DESCRIPTION	FIRST ST. ALT. BID	CONNECTO R ALT. BID	SECOND ST. ALT. BID	TOTAL QUANTITY	UNIT	ESTIMATED PRICE	TOTAL COST
ROADWAY								
201	CLEARING AND GRUBBING				1	LUMP		
202	PIPE REMOVAL, 24" & UNDER STORM SEWER	161	165	83	409	LIN FT		
202	CATCH BASIN/INLET REMOVED		2	2	4	EACH		
202	PAVEMENT REMOVED			19	19	SQ. YD.		
607	FENCE REMOVED AND REBUILT		37	20	57	LIN FT		
616	WATER FOR DUST CONTROL				1	M GAL		
616	CALCIUM CHLORIDE FOR DUST CONTROL				1	TON		
ROADWAY SUBTOTAL:								
EROSION CONTROL								
653	TOPSOIL FURNISHED AND PLACED	13	25	8	46	CU YD		
659	SEEDING AND MULCHING	118	226	72	415	SQ YD		
659	REPAIR SEEDING AND MULCHING (10%)	12	23	7	41	SQ YD		
659	COMMERCIAL FERTILIZER	11	20	6	37	LBS		
659	LIME	0.02	0.05	0.01	1	ACRE		
659	WATER	35	68	21	124	GAL		
832	STORM WATER POLLUTION PREVENTION PLAN				1	LUMP		
832	EROSION CONTROL				1	LUMP		
EROSION CONTROL								
PAVEMENT								
204	SUBGRADE COMPACTION			19	19	SQ YD		
305	9" PORTLAND CEMENT CONCRETE BASE			5	5	CU YD		
407	TACK COAT (0.075 GAL/SY)			1.5	2	GAL		
446	1 1/4" ASPHALT CONCRETE SURFACE COURSE, TYPE 1 PG64-22			1	1	CU YD		
PAVEMENT SUBTOTAL:								
DRIVEWAYS								
204	SUBGRADE COMPACTION	31			31	SQ YD		
301	3 1/2" ASPHALT CONCRETE BASE, PG64-22	3			3	CU YD		
304	3" AGGREGATE BASE	3			3	CU YD		
304	6" AGGREGATE BASE	7			7	CU YD		

**Village of Lakemore
Drainage Improvements**

FORM OF PROPOSAL

ALTERNATE BID

ITEM	DESCRIPTION	FIRST ST. ALT. BID	CONNECTOR ALT. BID	SECOND ST. ALT. BID	TOTAL QUANTITY	UNIT	ESTIMATED PRICE	TOTAL COST
407	TACK COAT (0.075 GAL/SY)	2			2	GAL		
408	PRIME COAT (0.4 GAL/SY)	12			12	GAL		
441	2" AGGREGATE BASE, VIRGIN CRUSHED LIMESTONE	2			2	CU YD		
448	1 1/4" ASPHALT CONCRETE SURFACE COURSE, TYPE 1 PG64-22	1			2	CU YD		
DRIVEWAY SUBTOTAL:								
STORM SEWERS								
602	CONCRETE MASONRY (FOR FULL HEIGHT HEADWALL)	0.48			0.5	CU YD		
603	6" CONDUIT,TYPE C, 707.33		12.00		12	LIN FT		
603	8" CONDUIT,TYPE B, 707.33			53.00	53	LIN FT		
603	10" CONDUIT,TYPE B, 707.33	53.00			53	LIN FT		
603	12" CONDUIT,TYPE C, 707.33	109.00	165.00	82.00	356	LIN FT		
604	CATCH BASIN, AS PER PLAN	2.00	2.00		4	EACH		
604	MANHOLE NO. 3, 48" BASE, FLAT SLAB TOP			1.00	1	EACH		
604	CATCH BASIN, ODOT NO. 2-2B			1.00	1	EACH		
STORM SEWER SUBTOTAL:								
ROADSIDES								
209	LINEAR DITCH CLEARING AND GRADING	180.00	109.00	100.00	389	LIN FT		
ROADSIDES SUBTOTAL:								
TRAFFIC MAINTENANCE								
614	MAINTAINING TRAFFIC					LUMP		
TRAFFIC MAINTENANCE SUBTOTAL:								
MISCELLANEOUS								
623	CONSTRUCTION LAYOUT STAKES					LUMP		
SPEC	MAILBOX REMOVAL, MAINTENACE AND REPLACEMENT					LUMP		
MISCELLANEOUS SUBTOTAL:								
TOTAL ALT. BID COSTS								

BIDDER QUALIFICATIONS

Each Bidder shall provide the information required by the following forms. In lieu of filling in the attached tables, each Bidder may provide a listing of the required information on separate sheets and attach them directly to this sheet with the word “attached” printed in each affected table.

COUNTY OF SUMMIT
EQUAL OPPORTUNITY REQUIREMENTS
FOR SERVICE AND SUPPLY CONTRACTS

EOUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

As used in this certificate, the term "subcontract" includes the term "Purchase Order" and all other agreements effectuating purchase of supplies or services. If this certificate is submitted as part of a bid or proposal, the term "Seller" shall be deemed to refer to the Bidder or offeror, or Subcontractor or Supplier. This certificate shall be renewed annually. Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all non-exempt contracts/subcontracts awarded while this certificate is in effect. The undersigned Seller certifies the following to County of Summit hereinafter referred to as Buyer:

- A. **REPORTS:** Within thirty (30) days after Buyer's award to Seller of any contract/subcontract and prior to each March 31 thereafter during the performance of work under said subcontract, the Seller shall file Standard Form 100, entitled "Equal Employment Opportunity Employer Information Report EEO-1" in accordance with instructions contained therein, unless Seller has either filed such report within twelve (12) months preceding the date of the award or is not otherwise required by law or regulation to file such a report.
- B. **PRIOR REPORTS:** Seller, if it has participated in a previous contract or subcontract subject to the Equal Opportunity Clause 41 C.F.R. Sec. 60-1.4 (a) (1) through (7), or the clause originally contained in section 301 or Executive Order No. 10925, or the clause contained in Section 201 of the Executive Order No. 11114, has filed all required compliance reports. Seller shall obtain similar representations indicating submission of all required compliance reports, signed by the proposed subcontractors, prior to awarding subcontracts not exempt from the Equal Opportunity clause.

C. **CERTIFICATION OF NON-SEGREGATED FACILITIES:** Seller certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this certification, the term "segregated facilities" means any waiting rooms, rest rooms, and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or natural origin, because of habit, local customs or otherwise. Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of a subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES. A Certification of Non-segregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a subcontract

exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

- D. **AFFIRMATIVE ACTION COMPLIANCE PROGRAM:** Prior to 120 days after receipt of any subcontract in the amount of \$50,000.00 or more from Buyer, Seller, if it has fifty (50) or more employees and is not otherwise exempt under 41 C.F.R., Part 60-1, shall have developed for each of his establishments a written affirmative action compliance program as called for in 41 C.F.R., Sec. 60-1.40. Seller will also require its lower-tier subcontractors who have fifty (50) or more employees and receive a subcontract of \$50,000-00 or more and who are not otherwise exempt under C.F.R., Part 60-1 to establish written affirmative action compliance programs in accordance with 41 C.F.R., Section 60-1.40.
- E. Bidders are responsible to EEO compliance as provided in Executive Order 11246 and implementing regulations TITLE 41, Chapter 60-4.2, 60-4.3 (Equal Opportunity Clause and Notice of Standard Specifications), 60-250, and 60-741 when applicable.
- F. Seller certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause or other such notifications or noncompliance with EEO regulations.

Executed this _____ day of _____, _____ by:

Firm: _____

By: _____ Title: _____

Item:

Project: _____

A.1 **CONTRACT COMPLIANCE RULES AND REGULATIONS FOR EQUAL EMPLOYMENT OPPORTUNITY**

The County of Summit County Executive/County Council has adopted contracts exceeding rules and regulations which provide that contracts exceeding \$2,000.00 for services, e.g. window washing, janitorial services, etc., and \$6,000.00 for equipment, materials and supplies, e.g. Food, pharmaceutical, paper, etc., must be reviewed by the Equal Opportunity Director prior to contract award. The purpose of this review is to determine the bidder's Equal Employment Opportunity efforts and intent.

- a. Notice to prospective bidders on items in excess of \$2,000.00 for services and \$6,000.00 for equipment and material suppliers or vendors provides that all bidders must comply with the Contract Compliance procedures for Equal Employment Opportunity as established.
- b. An Affirmative Action Certification (Attachment #1) must be submitted by bidder. Prior to construction the Contractor shall obtain from, and submit to, the Equal Opportunity Director, the Input Form #29. Subsequent submittals of this form shall be submitted as requested by the Director. Failure to submit the Equal Employment Opportunity data as required will deem the bid non-responsive and void.
- c. If a bidder has multiple contracts with the County of Summit each of which is less than \$2,000.00, for services but together exceed \$2,000.00, then the total dollar volume determines coverage under these rules. Whenever equipment and material suppliers or vendors have multiple contracts, each of which is less than \$6,000.00, but together exceed \$6,000.00, then the total dollar volume determines under these rules. Responsibility for keeping records to determine when dollar volume requiring the filling of Equal Employment Contract Compliance documents has been reached rests with the supplier or vendor.

- d. The apparent successful bidder may be asked to attend a pre-award Equal Employment Opportunity conference if such a conference is requested by the Equal Opportunity Director. At that time more information may be required from the bidder on his Affirmative Action Program.
- e. The Equal Opportunity Director is responsible for monitoring the Equal Opportunity efforts of each contractor, subcontractor, vendor or supplier after contract award.
- f. The Director may wish to confer with a contractor for the purpose of offering assistance and to secure reasonable assurances from the contractor that any Equal Opportunity deficiencies will be corrected.
- g. Failure to comply with the Equal Employment Opportunity contract requirements may result in any or all of the following sanctions subject to approval by the County of Summit County Executive/County Council:
 - (1) Withholding of payments to the contractor in violation until it is determined that the contractor is in substantial compliance with Equal Opportunity requirements.
 - (2) Refusal of all future bids for any public contract with the Board until such time as the contractor demonstrates that he has established and will execute an acceptable Equal Opportunity Program.
 - (3) Cancellation of the public contract and declaration of forfeiture of the performance bond.

A.2 **GUIDELINES OF AFFIRMATIVE ACTION**

- a. Prepare an Equal Opportunity Policy for your company. Make, this policy known to all your employees and potential sources of employees and to your sub-contractors, asking their cooperation by using every appropriate means (bulletin boards, handbooks, letters, etc.). Be sure you are understood.

- b. Appoint a top management official in your company as Equal Employment Opportunity Officer (or equivalent title), to coordinate company efforts, to advise and assist staff, including superintendents and foremen, and as a focal point for any complaints.
- c. Assure nondiscriminatory recruiting for your company, taking appropriate steps such as:
 - (1) Placing employment advertisements in newspapers, which serve the largest number of minority-group people, including handicapped, in the recruiting area;
 - (2) Recruiting through schools and colleges having substantial proportions of minority and female students;
 - (3) Maintaining systematic contacts with minority and human relations, organizations, leaders, and spokesmen to encourage referral to qualified minority, and female applicants;
 - (4) Encouraging present employees to refer minority, handicapped and female applicants;
 - (5) Making it known to all recruitment sources that qualified minority members and women are being sought for consideration for supervisory, journeyman, office, and technical jobs as well as others, whenever the company hires.
- d. Assure non-discriminatory hiring by your company, taking appropriate steps such as:
 - (1) Personally instructing those of your staff who make hiring decisions that minority and female applicants for all jobs are to be considered without discrimination.
 - a) Cooperating with your unions (perhaps through your contractors' organization) in the development of programs to assure qualified

- minority persons and women of equal opportunity for employment;
- b) Including an effective non-discrimination clause in new or renegotiated union agreements;
- (2) Using summer and part-time trainees - particularly from the minority group – as work needs and union agreements, if any, will permit.
- e. Assure that your company makes maximum use of apprenticeship and other training to help equalize opportunity for minority persons and women, taking appropriate steps such as:
- (1) Sponsoring and assisting minority youths and women as well as others to enter pre-apprenticeship and apprentice training, and making such training available to the maximum extent within your company.
 - (2) Actively encouraging minority employees and women, as well as others to increase their skills and job potential through participation in training and education programs, and helping to assure that such programs are adequate and are in fact available to minority persons;
 - (3) Actively participating in Joint Apprenticeship Committees.
- f. Assure non-discriminatory placement and promotion with your company, taking appropriate steps such as periodically instructing those of your staff who make decisions on placement and promotion that minority and female employees are to be considered without discrimination, and should be reviewed to determine whether this results from discrimination.
- g. Assure non-discriminatory pay, other compensation and working conditions in your company, taking appropriate steps such as:
- (1) Examine rates of pay and fringe benefits for present employees with equivalent duties, and adjusting any inequities found;
 - (2) Not reducing the compensation of existing employees whom you have

converted to on-the-job trainee status;

- (3) Advising all qualified employees whenever there is an opportunity to perform overtime work.
- (4) Assure non-discriminatory demotion, layoff, or termination perhaps by requiring advance clearance of such actions through your company's Equal Employment opportunity officer.
- (5) Encourage affirmative purchasing for your company to include encouraging minority-group sub-contractors and suppliers to bid for work with your firm.

A.3 **SERVICE AND SUPPLY CONTRACTS EEO BID CONDITIONS**

Bidders on service contracts, in excess of \$2,000, and/or supply contracts in excess of \$6,000 must complete and file with the bid an Affirmative Action Certification (Attachment 1).

ATTACHMENT #1

AFFIRMATIVE ACTION CERTIFICATION

FOR

EQUAL EMPLOYMENT OPPORTUNITY

_____ understands that, if it is
Name of Bidder

found to be the best suitable bidder hereby agrees that in the hiring of employees for the performance of work under this contract or any sub-contract hereunder, no contractor or sub-contractor or any person acting on behalf of such contractor shall be “by” or “for” reason of race, creed or color, discriminate against any citizen of the State of Ohio in the employment of labor or workers who qualify and who are available to perform the work to which this contract relates.

_____ further agrees that no contractor,
Name of Bidder

sub-contractor or any person acting in his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed or color.

OFFICIAL SIGNATURE

DATE

This certification becomes part of the resultant contract.

**FORM C: EQUAL EMPLOYMENT OPPORUNITY/ANTI-DISCRIMINATION
COMPLIANCE CERTIFICATE**

EQUAL EMPLOYMENT OPPORUNITY/ANTI-DISCRIMINATION

A. The undersigned agrees that in the hiring of employees for the performance of work under any contract awarded by the County of Summit, or any subcontract awarded by the County of Summit, no contractor, subcontractor or any person acting on his behalf, shall, by reason of race, creed, sex, disability, military status as defined in section 4112.01 of the Ohio Revised Code, color, gender identity as defined in Section 101.02(f) in the Codified Ordinances of the County of Summit and sexual orientation as defined in Section 101.02(r) in the Codified Ordinances of the County of Summit, shall discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the work to which the employment relates.

B. The undersigned agrees that no contractor, subcontractor or any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, sex, disability, military status as defined in section 4112.01 of the Ohio Revised Code, color, gender identity as defined in Section 101.02(f) in the Codified Ordinances of the County of Summit and sexual orientation as defined in Section 101.02(r) in the Codified Ordinances of the County of Summit. The undersigned certifies he does not maintain and he will not permit his employees from performing services at any segregated facilities.

Firm Name

By:

Title: _____

Date: _____

DECLARATION OF PERSONAL TAX DELINQUENCY

OHIO REVISED CODE 5719.042

I, _____ hereby affirm that

,bidder herein IS/IS NOT (as applicable) charged at the time of submitting this bid with any delinquent personal property taxes on the general tax list of personal property of the County of Summit.

The amount of such due and unpaid delinquent tax and any due and unpaid penalties and interest is \$_____

Signature

Title

STATE OF OHIO) (

COUNTY OF SUMMIT, SS.) (

Before me, a Notary Public, in and for said County, personally _____

Appeared authorized signatory for _____, and acknowledges that they have signed the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have affixed my hand and seal of my office at _____, Ohio, This _____ day of _____, _____.

NOTARY PUBLIC

NON-COLLUSION AFFIDAVIT

**THIS AFFIDAVIT IS TO BE FILLED OUT AND EXECUTED
BY THE BIDDER, IF THE BID IS MADE BY A CORPORATION,
THEN BY THE PROPERLY AUTHORIZED AGENT.**

AFFIDAVIT

STATE OF OHIO)

SS.

COUNTY OF)

_____ being first duly sworn, deposes and says that he is _____ (sole owner, a partner, president, secretary, etc.) of ,, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder, or anyone else, to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the price of said bidder or any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or any one interested in the proposed contract; that all statements contained in such bid are true, and further, that said bidder has not directly or indirectly, submitted his bid price or any breakdown thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with the said bidder in his general business.

Signed.

Title

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

Seal Notary

Notary Public

PROPOSAL

_____ Ohio, _____ , _____

To the County Executive, County of Summit.

The undersigned bidder certifies that he has examined, in their entirety, the Notice to Contractors, Instructions to Bidders, Form of Contract, General Provisions, General and Supplement Specifications, and the Estimated Quantities. Drawings, Plans of "Standard" structures, which shall govern this improvement and are made a part of this proposal and the ensuing contract.

DESCRIPTION OF THE IMPROVEMENT

The Village of Lakemore Drainage Improvements

The undersigned proposes to furnish any and all material, tools, labor, transportation, machinery, appliances, and appurtenances necessary, and to prosecute to full completion, the work called for under this improvement, all upon the terms and under the conditions and provisions set forth in this proposal, in the Instructions to Bidders, Form of Contract and Bond, General Provisions, and Specifications herein contained, and in accordance with the Drawings and plans of "Standard" structures for such improvement, and in consideration thereof, to accept from the County of Summit, as full payment for the completion of each item as specified, the respective unit price hereafter set forth.

It is understood and agreed that the "Estimated Quantities" are approximate only, and that they shall be used in determining the total amounts of bids for the purpose of ascertaining the lowest bidder, and may be increased, diminished or deleted at the option of the County during the term of contract. If awarded the contract, the undersigned shall not be entitled to any claim for loss of profits or other damages, should the actual quantities of any or all items specified provide to be greater, or less, than is herein given in the column of Estimated Quantities.

The undersigned agrees that, if this proposal shall be accepted, the undersigned will, within ten (10) days after notification of such acceptance, enter into the contract for the performance of the work proposed and, as a guarantee of the faithful performance thereof, to furnish at the time of executing the contract, a bond in the amount equal to 100% of the total bid price, and with sureties subject to the approval of the County Executive. Upon failure to execute the Contract and Bond as aforesaid, it is agreed that the undersigned shall forfeit the certified check or bond accompanying the proposal to the County of Summit as liquidated damages caused by such failure.

The bidder hereby agrees that the County of Summit has the right to reject any and all bids, and the bidder will not dispute the correctness of the quantities used to determine the lowest and best bid.

It is understood that the County may reject any and all unreasonable prices.

Accompanying this bid is a bond or a certified check in the amount of _____ dollars (\$ _____) payable to the County of Summit, Ohio, which, it is agreed, shall be retained as liquidated damages in conformity with the form of Contract and furnish a Performance Bond, as specified, within ten (10) days after notification on contract to the undersigned.

Firm Name _____

By _____

Mailing address of all parties signing above.

-(_____)_____(_____)_____
Phone Fax

X. CONTRACT FORMS

The bidder is not to fill in the following blanks.

ARTICLES OF AGREEMENT
(Executed in Quadruplicate)

This Agreement, made and entered into by and between the County of Summit by its County Executive, hereinafter called the County, and _____, by its Officers, hereinafter called the Contractor.

WITNESSETH:

The Contractor, for an in consideration of certain payments, to be made to him, as hereinafter specified, hereby covenants and agrees to perform and execute all provisions of the Plans, Specifications, and Proposal hereto attached and made a part hereof, and to be governed by the general provisions contained herein, setting forth duties, relations and obligations of the Engineer, Contractor and the Surety which are hereto attached and made a part hereof, and agrees to fully perform the work of improving the *Village of Lakemore Drainage Improvements*, furnishing at his own proper cost and expense all labor, materials, tools, machinery, transportation, appliances and appurtenances of every description necessary therefore, and to fully and completely carry out and perform the work hereof provided for by or before *June 29, 2012*.

In consideration of the performance by the Contractor of his covenants and agreements, as herein set forth, the County of Summit hereby covenants, and agrees to pay the Contractor According to the schedule of rates and prices set forth in the attached proposal of said Contractor, and at the time and in the manner hereinafter set forth under "General Provisions".

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals this _____ day of _____, _____.

COUNTY OF SUMMIT

Russell M. Pry
Summit County Executive

CONTRACTOR

BY: _____

TITLE: _____

Approved As To Form:

By: _____
For: Prosecutor, County of Summit

I, _____ certify that I am
The _____ of the Corporation named as
Contractor hereinabove; that _____ who signed
the foregoing contract on behalf of the Contractor was then _____

Of said Corporation; that said contract was fully signed for and in behalf of said Corporation by
authority of

The governing bodies, and is within the scope of its corporate powers.

XI. PREVAILING WAGE RATE FORMS

Contractors shall use only the classifications and wage rates set forth in the United States Department of Labor (USDOL) wage decision found at website noted below on payrolls submitted to the District Office. Additionally, please note that the wage modification in effect at the time of the project sale date, shall be used by all contractors.

<http://www.wdol.gov/dba.aspx#3>