



Bid Book

For

Headwaters Trail Resurfacing

Garrettsville to Mantua, Portage County, Ohio

Portage Park District
705 Oakwood St.
Suite G-4
Ravenna, Ohio 44266
(330) 297-7728
www.portageparkdistrict.org

September 22, 2017

SCOTT MCKINNEY
ALLAN ORASHAN
THOMAS HRDY
DEBORAH PETRONE
CHARLES ENGELHART
CHRISTINE CRAYCROFT

COMMISSIONER
COMMISSIONER
COMMISSIONER
COMMISSIONER
COMMISSIONER
EXECUTIVE DIRECTOR

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**LEGAL NOTICE
PORTAGE PARK DISTRICT
HEADWATERS TRAIL RESURFACING PROJECT**

NOTICE TO BIDDERS

The Portage Park District will receive sealed bids for the above-mentioned project at the office of the Portage Park District, 705 Oakwood St., Suite G-4, Ravenna, OH 44266 until 3:00 P.M. Local Time on Friday, October 20, 2017, at which time the bids will be publicly opened and read aloud.

Plans, specifications and bidding forms can be obtained from the Portage Park District website: <http://portageparkdistrict.org/news/notices/>

The work to be performed as part of this Contract: **Grading, preparation and limestone resurfacing of approximately 8 miles of an existing limestone-paved multipurpose trail.**

Each bidder shall be required to complete and file with his/her bid a Proposal Guaranty and Performance/Payment Bond Form (Section 153.571 of the Ohio Revised Code) with a Surety Company executing the Bond, which is listed on the Treasury Department's most current list (Circular 570 as amended) and authorized to transact business in the State where the project is based.

If the bid is accepted, the successful bidder shall enter into a contract and the Proposal Guaranty and Performance/Payment Bond shall provide the conditions in said bond, and as listed below:

(A) A Contract Performance Bond in an amount equal to 100% of the estimated cost of the work conditioned, among other things that the Contractor will perform the work upon the terms proposed, within the time prescribed, in accordance with the plans and specifications.

(B) A Payment Bond in an amount equal to 100% of the estimated cost of the work conditioned for the payment by the Contractor and all Sub-contractors for labor performed and materials furnished in connection with the project involved.

The Portage Park District reserves the right to reject any or all bids and waive any informalities in bidding. Bids of Corporations not chartered in Ohio must be accompanied by proper certification that such corporation is authorized to do business in Ohio.

All bidders must fill in all blanks of the proposal in ink or typewritten. The entire Bid Book must be submitted intact with the bid.

This Contract is subject to the provisions of Executive Order 11246 of September 24, 1965, as pertains to an Affirmative Action Plan, and Governor Executive Order of January 27, 1972. The successful low bidder will be required to comply with all Contract Requirements for Equal Employment Opportunities. Each bidder must insure that all employees and applicants for employment are not discriminated against because of race, color, religion, sex or national origin.

For the convenience of each prospective bidder, a Pre-bid Conference has been scheduled on Tuesday, October 2nd at 2:00 p.m. at the Headwaters Trail parking lot trailhead, 10480 SR 700, Hiram Township, Ohio..

The Engineer's Estimate of Construction is \$341,058

PORTAGE PARK DISTRICT
CHRISTINE CRAYCROFT
EXECUTIVE DIRECTOR

TO THE EDITOR: Please publish the foregoing on Friday, September 22, 2017, Friday, September 29, 2017 and Friday October 6, 2017, and send proof of publication and invoice to Portage Park District, 705 Oakwood St. Suite G-4, Ravenna, Ohio 44266.

INFORMATION TO BIDDERS

1. Receipt and Opening of Bids:

The Portage Park District invites bids on the form attached hereto. All blanks must be appropriately filled in. Bids will be received at the office of the Portage Park District until 3:00 PM local time, (time determined from Park District mobile phone), October 20, 2017, and then shall be publicly opened and read aloud immediately thereafter. The envelopes containing the bids must be sealed, addressed, and designated as bid for "**Headwaters Trail Resurfacing.**" Bids shall be submitted in duplicate (original and one (1) copy). **The Portage Park District may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids.** Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof.

2. Preparation of Bid:

Each bid must be submitted on the prescribed form and accompanied by a bid security as described in paragraph 5. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing certifications must be fully completed and executed when submitted. In case of discrepancies of written words and figures, the prices written in words shall govern.

Each bid must be submitted in duplicate in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

3. Method of Bidding:

The Owner invites unit price/lump sum price bids as indicated in the Bid form. If the lowest total responsive bid received exceeds the amount of funds available to finance the contract, the Owner may:

- a. Reject all bids;
- b. Augment the funds available in an amount sufficient to enable award to the lowest responsive bidder or bidders;
- c. Take the base bid less a number of items as listed on the proposal form as to produce a net amount which is within available funds.

4. Qualifications of Bidder:

All bidders shall have experience in all functions of the work described in the plans for this project.

5. **Bid Security:**

Each bid shall be accompanied by either a Bid Guaranty Bond in the amount of 100% of the Bid amount or by a certified check, cashier's check, or letter of credit on a solvent bank in the amount of not less than 10% of the amount of the Bid, subject to conditions provided in the Instructions to Bidders. The successful BIDDER will be required to furnish a satisfactory Performance Bond in the amount of 100% of the Bid in accordance with Section 153.54 of the Ohio Revised Code.

Such cash, checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within sixty (60) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid. Attorneys-in-fact who sign bid bonds must file with each bond a certified and effectively dated copy of their power of attorney.

Bid security furnished in bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

6. **Liquidated Damages for Failure to Enter into Contract:**

The successful bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he/she has received notice of the acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid.

7. **Conditions of Work:**

Each bidder must inform himself/herself fully to the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her contract. Insofar as possible the contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

8. **Obligation of Bidder:**

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents. This includes any and all addenda. The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his/her bid.

9. **Examination of Site:**

Each bidder shall, and is hereby directed to inspect the entire site of the proposed work and judge for himself/herself as to all the circumstances affecting the cost and progress of the work and shall assume all patent and latent risks in connection therewith. For the convenience of each prospective bidder, a Pre-bid Conference has been scheduled on Monday, October 2nd at 2:00 p.m. at the Headwaters Trail parking lot trailhead, 10480 SR 700, Hiram Township, Ohio.

10. **Working Facilities:**

The plans show, in the general and detailed manner, the existing structures and the land available for construction purposes. The bidders must satisfy themselves of the conditions and difficulties that may be encountered in the execution of the work at this site.

11. **Addenda and Interpretations:**

No official interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to Christine Craycroft, Executive Director at the office of the Portage Park District, and to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted on the Portage Park District website, not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.

12. **Water Supply:**

All water for construction purposes, as well as the expense of having water conveyed about the work, must be provided by the Contractor and the cost of this work shall be included in the unit prices stipulated for the various items of the work to be done under this contract.

The source, quality and quantity of water furnished shall, at all times, be satisfactory to the project engineer.

13. **Signature of Bidders:**

The firm, corporate or individual name of the bidder must be signed in ink in the space provided for the signatures on the proposed blanks. In the case of a corporation, the title of the officer signing must be stated and such officer must be thereunto duly authorized and the seal of said corporation duly affixed. In the case of the partnership, the

signature of at least one of the partners must follow the firm name, using the term “member of the firm”. In the case of an individual, use the terms “doing business as”, or “sole owner”. The bidder shall further state in his proposal the name and address of each person or corporation interested therein.

14. Notice of Special Conditions:

Attention of the bidder is particularly called to those parts of the General Contract Conditions and other contract documents and specifications which deal with the following:

- a. Insurance requirements
- b. Requirement for a performance bond for 100% of contract price
- c. Requirement that all subcontractors be approved by the owner
- d. Time-for-completion and liquidated damages requirements
- e. Affirmative Action and Equal Opportunity provisions, including Prevailing Wage requirements
- f. Successful bidder shall provide any proof of registration as may be required within Portage County

15. Additional Obligations Upon Contract Award:

Upon award of the contract but prior to execution of the final agreement and notice to proceed, the contractor shall submit all of the following documents, completed as required:

- a. Acceptance of Notice of Award
- b. Contract
- c. Insurance certificate(s) and/or policy(ies)/Workers Compensation Certificate
- d. Performance Bond, if not already provided
- e. Contractor Registration for prime and subcontractors, if required

16. Foreign Corporations and Contractors

a. Foreign Corporations

Definition: “Foreign Corporation” means a corporation incorporated under the laws of another state. No contract shall be entered into with a foreign corporation until the Secretary of State has certified that such corporation is authorized to do business in Ohio; and until, if the bidder so awarded the contract is a person or partnership, it has filed with the Secretary of State a Power of Attorney designating the Secretary of State as its agent for the purpose of accepting service of summons in any action brought under Section 153.05 of the Ohio Revised Code or under Sections 4123.01 to 4123.94, inclusive of the Revised Code.

17. Signing Bid — Agreement to Terms of Attached Contract:

By signing this bid, Contractor acknowledges reading all attached and all referenced documents and agrees he/she abide by the terms therein, without modification, unless

Owner agrees to such modifications in writing. Modifications of any documents attached or referenced herein shall not be made a condition of signing the final contract by the Contractor and failure to sign the contract as worded herein within the time allotted shall subject the Contractor to forfeiture of his/her bid security.

18. Liquidated Damages for Failure to Complete Project by Completion Date

Contractor and Park District recognize that time is of the essence of this Project and that the Park District will suffer financial loss if the work is not completed within the times specified under Completion Date, plus any extensions allowed under the contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Park District if the Work is not completed on time. Accordingly, instead of requiring such proof, the Park District and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Park District two hundred fifty dollars (\$250.00) for each day that expires after the time specified in the Completion Date until the work is substantially completed. After substantial completion, if Contractor shall neglect, refuse or fail to complete the remaining work within the contract time or any proper extension thereof granted by the Park District, Contractor shall pay Park District two hundred fifty dollars (\$250.00) for each day that expires after the time specified in Completion Date for completion and readiness for final payment until the work is completed and ready for final payment.

19. Applicable Laws

The Revised Code of the State of Ohio, insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof. The contractor, subcontractors, and any persons on their behalf shall be required to comply with all of the provisions of Chapter 4115: Wages and Hours on Public Works of the Revised Code of the State of Ohio, and all amendments, additions and deletions thereto.

All laws of the United States of America, the State of Ohio, and the Portage Park District applicable to the products or services covered herein, are made a part hereof.

Section 4115.07 of the Ohio Revised Code of the State of Ohio provides that all contractors or subcontractors falling within or affected by Section 4115.03 to 4115.14 inclusive of the Ohio Revised Code, shall keep full and accurate payroll records covering all disbursements of wages to their employees to whom they are required to pay not less than the minimum prevailing rates of wages, as set forth in the Contract. Such payroll records shall not be destroyed or removed from the State for a period of one year following the completion of the Contract in connection with which records are made.

At any time during the life of the Contract, the Park District may demand that the contractor and/or his subcontractors submit an affidavit stating that wages have been paid for the pay period or periods in question in conformance with the minimum rates set forth in the contract. Such affidavits must be supported by a certified copy of his/her

detailed payroll records for the questioned period or periods. Said detailed payroll records shall show the individuals by name, classification and pay rate on the contractor's payroll each day of the period, together with the hours each day and the total amount paid, plus any deductions which may have been made. The Park District may withhold partial payments pending the submission of the affidavit and certified payroll records. If minimum wage requirements have not been met in accordance with the terms of the contract, payments may be withheld until the contractor and/or subcontractor has complied.

UPON COMPLETION OF THE WORK AND PRIOR TO FINAL PAYMENT, THE CONTRACTOR and SUBCONTRACTORS (IF ANY) SHALL SUBMIT AN AFFIDAVIT (SEE PREVAILING WAGE RESPONSIBILITIES SECTION) STATING THAT WAGES HAVE BEEN PAID IN CONFORMANCE WITH THE MINIMUM RATE SET FORTH IN THE CONTRACT.

The affidavit must be executed and sworn to by the officer or agent of the contractor or subcontractor who supervises the payment of employees, before the Park District will release the Surety and/or make final payment due under the terms of the contract.

20. **Clerical Error**

The Park District reserves the right to correct any award erroneously made as a result of a clerical error on the part of the Portage Park District.

21. **Infringements and Indemnification**

The bidder, if awarded an order or contract, agrees to protect, defend, and save the Park District harmless against any demand for payment for use of any patented material, process, article, or device that may enter into the manufacture, construction, or from a part of the work covered by either order or contract and he further agrees to indemnify and save the Park District harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties by or from any act of the acts of the contractor, his servants or agents.

To that extent, the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the Park District whenever such insurance is deemed necessary. When so required, the types and amounts of insurance to be provided are set forth in the Invitation to Bid. When the Park District requires a certificate of insurance on the policy, the Park District is to be included as an additional insured.

22. **Workers' Compensation**

Insofar as Worker's Compensation is concerned, the bidder or contractor agrees to furnish an official certificate or receipt of the Industrial Commission of Ohio, showing

that he has paid into the State Insurance fund the necessary premiums, whenever such certificates are required in the Advertisement for Bids.

23. Equal Employment Opportunity Policy

Any contract which shall be entered into between the Portage Park District and the successful bidder shall contain the following provisions:

In hiring of employees for the performance of work under this contract or any subcontract, no contractor, subcontractor or any person acting on his behalf shall, by reason of race, color, religion, national origin, ancestry, or sex discriminate against any person who is qualified and able to perform the work required by such employment. The contractor, subcontractor, or any person or corporation acting on his behalf shall not, by reason of race, color, religion, national origin, ancestry, or sex, in any manner intimidate any employee hired for the performance of work in connection with the manufacture, processing, or furnishing of any such material, supplies, or equipment.

24. Insurance

The Contractor shall not commence work under this Contract until he has obtained all the insurance required hereunder and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

The contractor shall file with the Owner all Certificate(s) of Insurance as are necessary to document the insurance coverage required hereunder, subject to the approval of the Owner and receipt of any additional forms/documentation requested, prior to final execution of the Contract and issuance of the Notice to Proceed.

Requirements for all Insurance Coverages

Notices to Owner and Other Additional Insured

The policy shall provide and the Certificate shall reflect the fact the Owner and all other additional insured shall receive at least 30 days notice of any cancellation or change in the coverage (except for nominal changes) adverse to the interests of the Owner and other additional insured in order for such cancellation or change in coverage to be effective. The Owner and other additional insured shall be provided with any notice or non-renewal, regardless of the cause.

Additional Insured

The insurance required by this Section shall include the interests of the Contractor and its subcontractors, the Engineer and its subconsultants in the work, including each of their respective employees, all of whom shall be listed as insured or as additional insured. The Owner's financing agency shall also be listed as an additional insured, as necessary.

Policy Format

All policies shall be the Insurance Service Office's current form or better.

General Liability

Types of Insurance: The policy should provide at a minimum, the following coverages and the Certificate of Insurance shall so indicate whether the coverage is provided in the basic policy or in supplemental coverage to negate an exclusion in the basic policy:

- Comprehensive Form
- Premises/Operations
- Underground, Explosion and Collapse Hazard (Underground and Collapse Hazard coverage required only for General Construction Contractor and others doing excavation and other earthwork)
- Products/Completed Operations
- Contractual
- Independent Contractor
- Broad Form Property Coverage

Liability Limits: The liability limits for the coverages noted above shall be at least as noted below.

	Liability Limits	
	Each Occurrence	Aggregate
BI & PD Combined (CSL)	\$ 1,000,000	\$ 1,000,000

Automobile Liability

Types of Coverage: The policy shall include at least the following types of coverage:

- Any Auto
- All Owner Autos (Priv. Pass.)
- All Owned Autos (Other than Priv. Pass.)
- Hired Autos
- Non-Owned Autos

Liability Limits: The liability limits for the coverages noted above shall be at least as noted below.

	Liability Limits	
	Each Occurrence	Aggregate
BI & PD Combined	\$ 1,000,000	\$ 1,000,000

Owners Protective Liability Policy: The liability limits for the coverages noted above shall be at least as follows:

	Liability Limits	
	Each Occurrence	Aggregate
BI & PD Combined	\$ 1,000,000	\$ 1,000,000

Builders Risk/Installation Floater

Types of Coverage

The Contractor shall insure for the life of the contract against all loss or damage by fire, flood other than National Flood Insurance (whether in a flood hazard area or not), hurricane, windstorm, hail, lightning, explosion, riot civil commotion, aircraft, smoke, vehicles and other hazards covered by the standard current I.S.O. standard fire and extended coverage insurance endorsement. Coverage shall also be provided for all materials and equipment for which pre-incorporation payment is requested.

Limits of Liability: The limit of liability for the coverage noted above shall be not less than the amount of the Contract.

Contractor's Insurance Agent E/O Certificate

Contractor's insurance agent shall provide the Park District with Agent's Errors and Omissions Certificate in the minimum amount of One Million Dollars (\$ 1,000,000.00)

The Policies as listed above shall contain all the following special provisions:

The Company agrees that thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy with respect to the Contract involved, written notice will be mailed to the Portage Park District.

The maintaining of such insurance as outlined herein shall in no way constitute a waiver of legal liability for damage to any adjoining buildings or their contents or the work and property of others on the site beyond the limits of insurance thus maintained. The Contractor shall hold the Owner free and harmless from any injury and damage resulting from the negligent or faulty performance of the contract by the Contractor or by his/her Subcontractors.

Each contractor shall hold the Owner harmless from all payments for patents, either as royalty or otherwise, in the use of materials, methods, appliances, etc., that he may be in any way involved in or connected with any part of his work or the work of his Subcontractors.

Upon contract award, the contractor shall furnish one (1) copy of Declaration of Insurance as evidence of coverage.



Headwaters Trail Resurfacing

To: All Bidding Contractors
From: Christine Craycroft, Executive Director
Re: Submittal Requirements
Date: September 22, 2017

Dear Interested Bidders:

The bid specifications require you to submit the items listed below. The omission of any item called for by the bid document does not relieve you of the responsibility to comply with the requirement. Please review your specifications. This list is for your convenience only. If you do not have the listed items submitted, your bid may not be considered.

Please submit:

- Bidder's Proposal
- Proposed Construction Schedule
- Delinquent Tax Affidavit
- Non-Collusion Affidavit
- Income Tax Affidavit
- Certification Against Debarment and Suspension
- Unresolved Finding for Recovery Certification
- Certificate in Compliance with Section 3517.13
- Bid Bond
- Statement of Bidder's Qualifications
- Certifications
- Proposed Subcontractors' Breakdown

GENERAL PROVISIONS

GENERAL PROVISIONS

ARTICLE 1 - DEFINITIONS

Whenever the words defined in this article, or pronouns used in their stead, occur in the Contract Documents, they shall have the meanings given herein.

Owner: The Portage Park District or their designated representative or any officer duly authorized to act for said agency.

Engineer: The Project Manager/Engineer so designated by the Portage Park District assigned to administer the contract.

Inspector: An authorized representative of the Project Manager/Engineer assigned to make any and all necessary inspections of the work performed and materials furnished by the Contractor.

Contractor: The party entering into the Contract for the performance of the work required thereby, the legal representative of said party, or the agent appointed to act for said party in performance of the work.

Subcontractor: An individual, firm, or corporation who contracts with the Contractor to perform part or all of the latter's contract.

Surety: The body corporate which is bound with and for the Contractor on the bond furnished in connection with this project, which bond forms a part of the Contract Documents.

Specifications: The definitions, instructions, descriptions, directions, provisions, and requirements contained herein and all written supplements thereof made, or to be made, pertaining to the Contract and the materials and workmanship to be furnished under the Contract.

Contract: All things contained in the specifications, drawings, proposal, agreement, and bond; also, all supplemental agreements which could reasonably be required to complete the construction contemplated. The above items shall be considered as one instrument forming the Contract. It is understood that all things contained or referred to in the Advertisement, Information to Bidders, Special Provisions, General Provisions, Detailed Specifications, Signed Contract, Contract Bond, and Drawings, as well as all other papers or addenda attached to or bound with any of the above or referred to therein, are part of the Contract and are to be considered as one instrument constituting the Contract Documents. The intent is to make the various "Parts" and "Sections" of the Contract Documents complementary one to the other. No papers attached to or bound with any of the above shall be detached thereto, as all are a necessary part thereof. Whenever in the Specifications or in the Drawings the words directed, permitted, ordered, designated, prescribed or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the Engineer is intended.

ARTICLE 2 - CONTRACT AND CONTRACT DOCUMENTS

The project to be constructed pursuant to this contract will be financed with assistance from the Ohio Department of Natural Resources (ODNR) Recreational Trails Program (RTP) under the Federal Highway Administration and is subject to all applicable state laws and regulations.

All applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

The specifications and addenda, shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

ARTICLE 3 - PERFORMANCE BOND

Simultaneously with his/her delivery of the executed contract, the Contractor shall furnish a surety bond as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. The bond shall be for 100 percent of the contract price. A Performance Bond meeting the requirements of O.R.C. 153.54 is required. Attorneys-in-Fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

ARTICLE 4 - ANTIDISCRIMINATION

In connection with the performance of work under this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, or sex. The Contractor shall post in conspicuous places, available for employees or applicants for employment, notices to be provided by the Owner setting forth the provisions of this non-discrimination clause and the Contractor shall insert the foregoing provisions in all contracts hereunder, except Subcontracts for standard commercial supplies or raw materials.

ARTICLE 5 - AUTHORITY OF PROJECT MANAGER/ENGINEER

The Engineer shall give all orders and directions contemplated under this Contract; shall determine in all cases the amount, quality, acceptability, and fitness of the several kinds of work and materials for which payment is to be made; shall determine all questions respecting the true interpretation or meaning of the Drawings or Specifications relating to said work and the construction thereof; shall decide in all cases every question which may arise relative to the fulfillment of this Contract on the part of the Contractor. In case any dispute shall arise between the parties hereto involving this Contract, seeking determinations and decisions of the Project Manager/Engineer shall be a condition precedent to the right of the Contractor to receive any money under this Contract.

ARTICLE 6 - AUTHORITY AND DUTIES OF INSPECTORS

Inspectors employed under the supervision of the Project Manager/Engineer shall be authorized to inspect all work done and materials furnished. Inspection may extend to any part of the work and of the preparation or manufacture of the materials to be used. Inspectors will be assigned to the various phases of the work, reporting to the Project Manager/Engineer as to the progress of the work and the manner in which it is being performed; also reporting whenever it appears that the materials furnished and work done by the Contractor fail to fulfill the requirements of the

Specifications and Drawings, and to call to the attention of the Contractor any failure or other default; but, no inspection, nor any failure to inspect at any time or place, shall relieve the Contractor from any obligation to perform all the work strictly in accordance with the requirements of the Specifications. In case of any dispute arising between the Contractor and the inspector as to materials furnished or the manner of performing the work, the inspector shall have the authority to reject materials or suspend work until the question at issue can be referred to and decided by the Project Manager/Engineer. The inspectors shall perform such other duties as are assigned to them. They shall not be authorized to revoke, alter, enlarge, relax, or replace any requirements of these Specifications, nor to approve or accept any portion of the work, nor to issue instructions contrary to the Drawings and Specifications. Inspectors shall in no case act as foremen or perform other duties for the Contractor, nor interfere with the management of the work. Any instructions which the inspectors may give the Contractor shall in no way be construed as committing the Project Manager/Engineer, or the Owner, in any way, nor releasing the Contractor from fulfillment of the terms of the Contract.

ARTICLE 7 - SUPERVISION

The Contractor will supervise and direct the work. He/She will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor will employ and maintain on the work site a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present and on the site at all times as required to perform adequate supervision and coordination of work.

The Owner and its representatives will, at all times, have access to the work. In addition, authorized representatives and agents of any participating federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.

The Contractor shall submit a proposed program of operation, showing clearly how he/she proposes to conduct the work so as to bring about the completion of his/her work within the time limit specified. This program shall outline the proposed sequence of operations, the rates of progress and the dates when his/her work will be sufficiently advanced to permit the installation of the work under other contracts, and the estimated progress payments due under the Contract. The work under this contract shall be so scheduled that as structures are completed, they can be placed into useful operation with a minimum of delay. The program shall be subject to the approval of the Owner.

All construction as proposed along all City, Township, State and Federal rights of way including storage and stockpiling of materials, is to be conducted within the limits of the public right-of-way. Bracing, sheeting, and shoring shall be used to keep all construction work within the construction limits unless work agreements are secured from the adjacent property owners. It is the Contractor's responsibility to secure these work agreements, if deemed necessary. Copies of the work agreements shall be delivered to the Project Manager/Engineer and the Owner prior to any work beginning on the affected property.

ARTICLE 8 - EQUIPMENT

The Contractor shall furnish such equipment as is considered necessary for the prosecution of the work in an acceptable manner and at a satisfactory rate of progress. All equipment, tools, and

machinery used for handling materials and executing any part of the work shall be subject to the approval of the Project Manager/Engineer and shall be maintained in a satisfactory working condition. Equipment used on all portions of the work shall be such that no injury to work, adjacent property, or other objects will result from its use. The contract may be annulled if the Contractor fails to provide adequate equipment for the work.

ARTICLE 9 - SAFETY

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He/She will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees of the work and other persons who may be affected thereby, and all the work and all materials or equipment to be incorporated therein, whether in storage on and off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety protection. He/She will notify owners of adjacent utilities when prosecution of the work may affect them.

The Contractor shall comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-586), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971. The Contractor shall also comply with Chapter 4104.9-2 of the Ohio Revised Code prohibiting the Employment of Minors in Occupations Hazardous or Detrimental to their Health.

The Contractor shall maintain at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured at the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

Lights, signs, and barricades shall be used to maintain traffic and safety for vehicular and pedestrian traffic during the course of this contract in accordance with the specifications.

ARTICLE 10 - INDEMNIFICATION

The Contractor shall indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of Subcontractor's laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contractor Documents, but in no event shall the provisions of this sentence be construed to

impose any obligations upon the Owner to either the Contractor, his/her Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments in good faith.

ARTICLE 11 - CONSTRUCTION SCHEDULE

The date of beginning and the time for completion of the work are essential conditions of the Contract Documents. Bidders shall submit a proposed construction schedule with the bid, with the understanding that the project shall be completed by June 1, 2018, and once work commences it shall be continuous until complete. The Owner and Contractor shall mutually agree on a commencement date to be specified in the Notice to Proceed.

The Contractor will proceed with the work at such rate of progress as to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work. The contract time to fully complete the project shall be ninety (90) consecutive calendar days following the date of commencement of work to be specified in a written "Notice to Proceed".

If the Contractor shall fail to complete the work within the Contract Time, or extension of time granted by the Owner, the Contractor will pay to the Owner for liquidated damages \$250.00 for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

ARTICLE 12 - COMPLETION OF WORK

The Contractor shall guarantee all materials and equipment furnished for a period of one year from the date of Substantial Completion. The Contractor warrants and guarantees for a period of one year from the date of Substantial Completion of the improvement that it is free from all defects due to faulty materials or workmanship, and the Contractor shall promptly make corrections as may be necessary by reason of such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make repairs, adjustments, or other work which may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

When the work, including that performed by Subcontractors, is completed, the site shall be cleaned of all rubbish and debris caused by the construction and all privately owned property shall be returned to its original condition. All sheds or other temporary structures, surplus materials, and equipment shall be removed and the project left in a neat and presentable condition.

ARTICLE 13 - LAWS AND REGULATIONS

The Contractor shall keep himself fully informed of all Federal and State Laws in any way affecting those engaged or employed in the work, the material used in the work, or in any way affecting the conduct of the work, and of all orders and decrees of bodies or political subdivisions having any jurisdiction or authority over the same. If any discrepancy or inconsistency shall be discovered in this Contract or in the Drawings and Specifications herein referred to in relation to any such law, regulation, decree, or order, the Contractor shall forthwith report the same in writing

to the Engineer. He/She shall at all times himself observe and comply with, and shall cause all of his/her agents and employees to observe and comply with, all such existing and future laws, regulations, orders and decrees; and shall protect and indemnify the Park District, its officers and agents against any claims or liability arising from or based on the violation of such law, regulation, order or decree whether by himself or by his employees.

ARTICLE 14 - SUBCONTRACTS

The Contractor shall not sublet, sell, transfer or assign any portion of the contract without written consent of the Owner or the Owner's designated agent. When such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his/her own organization, work amounting to no less than fifty percent of the total contract cost, except any item designated in the contract before computing the amount of work required to be performed by the Contractor with his/her own organization. No subcontract, or transfer of contract, shall in any way release the Contractor or his/her liability under the contract and bonds.

The Contractor shall not award work to subcontractor(s) without prior written approval of the Owner and after submission of all certifications as required in the Instructions to Bidders. The Contractor shall be fully responsible to the Owner for the acts and omissions of the subcontractor(s), and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

ARTICLE 15 - ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or his right, title, or interest in or to the same or any part thereof, without the previous consent in writing of the Owner endorsed herein or hereby attached; and he shall not convey by power of Attorney or otherwise, any of the moneys to become due and payable under this Contract unless, by and with, like consent signified in a like manner. If the Contractor shall, without previous written consent, assign, transfer, convey, sublet or otherwise dispose of his/her Contract or his/her right, title or interest therein or any moneys to become due under this Contract to any person, firm or corporation, this Contract may, at the option of the Owner, be revoked and annulled and the Owner shall thereupon be relieved and discharged from any and all liabilities and obligations growing out of the same to the Contractor and to his/her assignee or transferee; provided that nothing herein contained shall be construed to hinder, prevent, or affect an assignment by the Contractor for the benefit of his/her creditors, made pursuant to the statutes of the State of Ohio; and no right under this Contract, or to any moneys to become due hereunder, shall be asserted against the Board in law or equity, by reason of any so-called assignment of this Contract, or any part thereof, or any moneys become due hereafter unless authorized by written consent of the Owner.

ARTICLE 16 - CHANGE OF WORK

The Owner reserves the right to make, at any time during the progress of the work, such increases or decreases in quantities and such alterations in details of work as may be deemed necessary or desirable. Such increases or decreases and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered, the same as if it had been a part of the original contract.

Authorized alterations in plans or quantities of work involving work not covered by unit prices in the proposal shall be paid for as stipulated in the change order authorizing such work.

No changes in work covered by the approved Contract shall be made without having prior written approval of the Owner.

ARTICLE 17 - ESTIMATED QUANTITIES

The quantities of the various classes of work to be done and materials to be furnished under this Contract, which have been estimated as stated in the Advertisement of the Bid, are approximate and only for the purpose of comparing, on a uniform basis, the bids offered for the work under this Contract. Neither the Owner, nor any of its officers or agents thereof, are held responsible because any of the said estimated quantities shall be found to be greater or less on the completion of work. The Contractor shall make no claim for anticipated profits or for loss of profits because of a difference between the quantities as established for the final estimate and the various estimated quantities stated in the Proposal.

ARTICLE 18 - PARTIAL ESTIMATES

Each month the Engineer will make in writing an estimate of the amount and value of the work and the materials incorporated in the work by the Contractor in the performance of this Contract. The Contractor shall aid the Engineer in the preparation of this estimate by submitting to him at the start of each month an estimate of the work he has accomplished during the preceding month, broken down by items and containing supporting computations. The first such estimate shall be of the amount and value of the work done and the materials incorporated in the work since the Contractor commenced the performance of the Contract. Every subsequent estimate, except the final estimate, shall be of the amount and value of the work done and materials incorporated in the work since the last preceding estimate was made; provided, however, that no such estimate shall be required to be made when, in the judgment of the Project Manager/Engineer, the total value of the work done and material incorporated in the work since the last preceding estimate amounts to less than two thousand dollars. At the discretion of the Project Manager/Engineer allowances may be made for non-perishable materials which are to be incorporated in the work, when delivered and properly stored upon the site. Payment for materials and equipment delivered and stored as specified above shall be based upon certified paid invoices to be submitted by the Contractor and title to the same shall be vested with the Owner upon payment therefore. The Contractor's plant shall not be included in partial estimates, such estimates shall not be required to be made by strict measurement, but they may be made by measurement or by estimation, or partly by one method and partly by the other, and it shall be sufficient if they are approximate only. Such estimates shall be dated as of the last day of the month covered by the estimate, except the final estimate.

ARTICLE 19 - PARTIAL PAYMENTS

Before the contract is fifty percent completed, labor performed on the project and materials delivered on site shall be paid for at a rate of ninety-two percent of the estimates for partial payment as submitted by the Contractor, checked and prepared by the Project Manager/Engineer, and approved by the Project Manager/Engineer.

ARTICLE 20 - ADJUSTMENT OF RETAINED PERCENTAGES

After the Contract is more than fifty percent completed, labor performed shall be paid for at the rate of one hundred percent of the estimates submitted by the Contractor, checked and approved by the Project Manager/Engineer.

All materials delivered on the site after the Contract is fifty percent completed shall be paid for at a rate of ninety-two percent of the invoiced value of the material. The balance of such estimate shall be paid when the material is incorporated into and becomes a part of the project.

The Contract shall be fifty percent completed when the Contractor has been paid an amount equal to fifty percent of the total cost of the labor of the Contract and fifty percent of the total cost of the material of the Contract.

ARTICLE 21 - PARTIAL PAYMENT MAY BE WITHHELD

Partial payments may at any time be withheld or reduced if, in the opinion of the Project Manager/Engineer, the work is not proceeding in accordance with this Contract.

ARTICLE 22 - FINAL ESTIMATE

When, in the opinion of the Project Manager/Engineer, all the work contemplated by this Contract is completed, he shall measure up said work and prepare a final estimate of the same. The Contractor shall aid the Project Manager/Engineer in the preparation of this estimate by submitting to him, as soon as possible following the completion of work an estimate of the work he has done under this Contract, broken down by items and containing supporting computations. The Owner shall, within thirty days after receiving the said final estimate, make payment of ninety-six percent of the amount of said estimate, less previous payments to the Contractor and such other sums as may lawfully be retained under the terms of this Contract, provided that all terms of this Contract have been complied with by said Contractor. Such estimate shall be dated as of the day on which the Contractor shall have completed the work called for to be done under this Contract.

ARTICLE 23 - FOUR PERCENT RESERVE

The said Contractor hereby further agrees that the Owner shall be, and is hereby authorized to retain for a period of thirty days subsequent to the date of the final acceptance of work, out of the money payable to said Contractor under this agreement, the sum of four percent of the amount of the Contract, and to expend the same in making such repairs of the said work for which the Contractor is responsible as the Project Manager/Engineer may deem necessary in case such repairs are neglected by the Contractor after reasonable notice.

ARTICLE 24 - REPAIRS FOR ONE YEAR

The Contractor shall make all repairs due to defective workmanship of material for the term of one year after the date of the final estimate; shall correct and repair promptly during that time all defective work and material of whatever description; and shall deliver the work in all respects in good condition at the end of that time. However, ordinary wear and tear, or damage due to negligent or improper operation on the part of the Owner, shall not be considered an obligation of the Contractor. Twelve months after the date of the final estimate, as hereinbefore mentioned, and as soon after the expiration of the said twelve months as practicable, the Owner shall make or cause to be made a final inspection of the performance of this Contract.

If such performance and work shall be found satisfactory and not to have deteriorated through defects of workmanship or material, then the Owner shall accept said work. Such acceptance shall be a prerequisite to the release of the surety on the warranty bond. If, however, the final or any prior inspection discloses defects due to non-fulfillment of this Contract, or non-compliance

with its requirements, the Owner shall so notify the Contractor in writing and thereupon the Contractor shall, at his/her own expense, repair or replace and shall make good all defects of materials, workmanship, or guarantee. Such repairs shall be a prerequisite to the approval and acceptance of the work and the release of the surety on the warranty bond. In case the Contractor shall neglect or fail to promptly make said repairs, after written notification, the Owner shall cause such repairs to be made at the expense of the Contractor.

ARTICLE 25 - FINAL PAYMENT

The Owner agrees that upon the expiration of said period of thirty (30) days, provided all the work shall at that time be in good order and approved by the Owner following the final inspection, the said Contractor shall be entitled to receive the whole or that part of the above mentioned sum as may remain after the expense of making such repairs shall have been paid thereto. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

The Owner hereby agrees to pay and the Contractor hereby further agrees to receive in full compensation for furnishing all materials and doing all work as contemplated and set forth by these Specifications and the accompanying drawings, the several sums and prices set forth in the proposal sheet hereto attached.

ARTICLE 26 - LIENS

If, at any time within thirty (30) days after the whole work herein agreed to be performed and all labor and material herein agreed to be delivered have been performed and delivered or completed and accepted by the Owner, any person or persons claiming to have performed any labor or furnishing any materials toward the performance or completion of this Contract shall file with the Owner notice according to law, the Owner shall retain until the discharge thereof, from all money under its control, such moneys as shall be sufficient to satisfy and discharge the amount in such notice claimed to be due, together with the costs of any action or actions brought to enforce such lien created by the filing of such notice.

ARTICLE 27 - TERMINATION

After ten (10) days from delivery of a written Notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy elect to terminate the Contract. In such case the Contractor shall be paid for all work executed and any expense sustained. Contractor shall also be entitled to reasonable profit, unless such termination was due to the act or conduct of the Contractor.

TECHNICAL SPECIFICATIONS

Headwater Trail Re-surfacing

Technical Specifications

Scope of Work

This section describes the mandatory and general requirements for the project through construction. All mandatory items shall be provided by the Contractor. *No exceptions are permitted for mandatory specifications.*

Item 204- Subgrade Compaction

Subgrade Compaction is only included for the sections of degraded base and the shared roadway where 3" of Item 304 is to be added. Compaction of the final surface aggregate for all areas is included in the cost for surface product installation.

Item 209-Linear Grading

As shown on typical sections linear grading is GRADIENT GRADING, whereby the Contractor will grade off approximately 1" +/- to create a uniform surface for placing the new surface aggregate following the existing profile of the corridor. The material shall be graded to each side of the corridor to support the new aggregate to be placed thereon. Prior to placement of the surface aggregate layers, the Contractor shall grade excavated material smooth and uniform to the edge of the proposed finished surface and out to the side a minimum of 2' to create berm as shown on typical sections. Where insufficient material exists Item #411 shall be used as needed to create berm as shown on the typical sections. (See Berming below.) Balance of any remaining material shall be blended to meet existing grades within the construction limit.

Special linear grading for the shared road section, Station 160+00 – 190+65.70, shall consist of simply scarifying the existing material to a depth of 4", grading the material to a smooth, uniform surface and compacting per item #204. Compaction of the additional #304 aggregate is included in the price for Item # 304

All linear grading will be paid on per station basis.

Item 304 Crushed Limestone Aggregate

Crushed limestone aggregate shall be used to upgrade the sections of degraded base and placed as surface aggregate for the shared road section. Compaction of this material shall be included in the unit price for Item # 304. This material shall be placed using asphalt distribution equipment to provide a smooth, uniform surface for compaction.

Item 703.10 Crushed Limestone Aggregate, #10

This gradation of crushed limestone aggregate provides the surface course for the trail in all areas except the shared road section. It is critical that the material be blended immediately prior to loading to insure consistency of mixture. The Project Engineer may reject any material that does not meet the requirements of this special aggregate blend. The material should be delivered at +/- 2% optimal moisture content (See plan notes) to insure proper compaction. This material shall be placed using asphalt distribution

equipment to provide a smooth, uniform surface for compaction. Compaction of the surface aggregate shall be included in the unit price for this item.

Item 411 Crushed Limestone Aggregate

This material shall be used to create berm as shown on the typical sections where existing excavation does not provide sufficient support for the finished surface material.

Berming

This work is included under Item 209-Linear Grading. This work shall be completed before the final aggregate course has been installed to insure support of the final surface material. Preferred placement would be with a tracked berming machine.

Special Pothole Repair

This work shall consist of excavating soft areas of the trail as identified on the plans or located in the field by the Project Engineer. The identified area shall be excavated 6" or greater, if specified by the Project Engineer and backfilled with Item #304 and compacted. The surface course consistent with surrounding trail shall be applied and compacted as per plan. This work shall be paid on a square yard basis and quantities shall not be included with other work.

Item 614-Maintaining Traffic

Road closings or traffic controls are to be coordinated with Local Jurisdiction having control of the roadways. The level of utilization of maintenance of traffic devices shall be commensurate with the work in progress. The Contractor, at the beginning of the contract, shall install barricades with "Bikeway Closed" signs at each end of the project and at each at-grade intersection along the corridor.

Construction Layout Stakes

No construction staking is provided by the park district. All necessary staking to demonstrate accuracy of locations and grades shall be at the contractor's expense.

ROUNDING

The rounding at slope breakpoints shown on the typical sections applies to all cross sections even though otherwise shown.

ELEVATION DATUM

All elevations are based on U.S.G.S. Datum.

CONTINGENCY QUANTITIES

The Contractor shall not order materials or perform work for items designated by plan note to be used "as directed by the Project Engineer" unless authorized by the Project Engineer. The actual work locations and quantities used for such items shall be incorporated into the final change order governing completion of this project.

SPECIAL PROVISIONS

SPECIAL PROVISIONS

ARTICLE 1. Physical Data

The Contractor shall make all explorations necessary to locate structures to which connections are to be made without extra expense to the Owner.

ARTICLE 2. Night Work

No work shall be done during the hours between sunset and sunrise without the prior approval or order of the Project Manager/Engineer.

ARTICLE 3. Work on Sunday and Holidays

No work will be permitted on Sundays or on legal holidays except upon the specific authorization or direction of the Project Manager/Engineer (to be authorized only in case of extreme emergency).

ARTICLE 4. Protection of Existing Structures

The Contractor shall make such investigations as are necessary to determine the extent to which existing structures may interfere with the prosecution of the work contemplated under this Contract.

Any existing surface, subsurface or overhead structures damaged or destroyed shall be promptly repaired or replaced by the Contractor in a satisfactory manner at his own cost and expense.

ARTICLE 5. Care and Protection of Work

From the commencement of the work until the completion thereof, the Contractor shall be solely responsible for the work covered by this Contract and for all materials and equipment used or intended to be used in the work. All destruction, injury or damage to the same from whatever cause, as well as any damage done by him, his employees, and his subcontractors in the performance of this work shall be made good by him at his own expense before the final estimate is made. He shall provide suitable means of protection for all materials and equipment intended to be used in the work and for all work in progress as well as for the completed work.

ARTICLE 6. Cleaning Up

The Contractor shall keep the site of the work free from trash, litter and waste materials and shall maintain the same in a neat and orderly condition throughout the period of work.

ARTICLE 7. Examination of Finished Work

The Contractor shall furnish the Project Manager/Engineer with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intent of the Specifications and Contract. If the Project Manager/Engineer requires it, at any time before acceptance of the work, the Contractor shall remove or uncover such portion of the finished work as may be directed for examination. The Contractor shall restore said portion of the work to the standards required by the Specifications. Should the work thus exposed or examined above prove acceptable, the uncovering, removing, replacing of the covering, or making good of the parts removed shall be paid for by the Owner; except that any work done or materials used without

suitable supervision or inspection by a representative of the Project Manager/Engineer may be ordered removed and replaced at the Contractor's expense. However, should the work exposed or examined prove unacceptable, either in whole or part, the uncovering, removing, replacing of the covering and making good of the parts removed shall be at the Contractor's expense.

The Contractor shall, when directed, remove all water which may accumulate in or about the work during construction, or prior to the final acceptance of the same, in order that proper inspection may be made.

ARTICLE 8. Safety Precautions

Precautions shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, and building and construction codes shall be observed.

ARTICLE 9. First Aid

The Contractor shall provide and keep upon the work site a completely equipped first-aid kit and shall provide ready access thereto at all times when men are employed on the work. He shall designate some proper person to be in charge of the first-aid work site and shall cause such person to receive proper instruction therein.

ARTICLE 10. Posting Wage Rates

The Contractor shall post at conspicuous points at the site of the project a schedule showing all determined wage rates.

ARTICLE 11. Wage Rates

In the event that the rate of wages paid for any trade or occupant in the locality where such work is being performed are under current collective agreements or understandings between bona fide organizations of labor and employer, then the wage to be paid shall be not less than such agreed wage rates, nor less than the minimum rates compiled by the Ohio Department of Commerce, Bureau of Labor and Worker Safety

Every Contractor and Subcontractor who is subject to this contract shall, as soon as he/she begins performance under his/her contract with the Owner, supply the Owner a schedule of dates of which he/she is required to pay wages to employees. He/She shall also deliver to the prevailing wage coordinator within three weeks after every pay date, a certified copy of his/her payroll which shall exhibit for each employee paid any wages, name, current address, social security number, number of hours worked each day on the pay period and the total for each week, hourly rate of pay, job classification, fringe benefits, and deductions from wages. The certification of each payroll shall be executed by the Contractor, Subcontractor, or duly appointed agent thereof and shall recite that the payroll is correct and complete and that the wage rate shown is not less than those required by the contract.

ARTICLE 12. Insurance

Requirements for all Insurance Coverages

Notices to Owner and Other Additional Insured

The policy shall provide and the Certificate shall reflect the fact the Owner and all other additional insured shall receive at least 30 days notice of any cancellation or change in the coverage (except for nominal changes) adverse to the interests of the Owner and other additional insured in order for such cancellation or change in coverage to be effective. The Owner and other additional insured shall be provided with any notice or non-renewal, regardless of the cause.

Additional Insured

The insurance required by this Section shall include the interests of the Contractor and its subcontractors, the Engineer and its subconsultants in the work, including each of their respective employees, all of whom shall be listed as insured or as additional insured. The Owner's financing agency shall also be listed as an additional insured, as necessary.

Policy Format

All policies shall be the Insurance Service Office's current form or better.

General Liability

Types of Insurance: The policy should provide at a minimum, the following coverages and the Certificate of Insurance shall so indicate whether the coverage is provided in the basic policy or in supplemental coverage to negate an exclusion in the basic policy:

- Comprehensive Form
- Premises/Operations
- Underground, Explosion and Collapse Hazard (Underground and Collapse Hazard coverage required only for General Construction Contractor and others doing excavation and other earthwork)
- Products/Completed Operations
- Contractual
- Independent Contractor
- Broad Form Property Coverage

Liability Limits: The liability limits for the coverages noted above shall be at least as noted below.

	Liability Limits	
	Each Occurrence	Aggregate
BI & PD Combined (CSL)	\$ 1,000,000	\$ 1,000,000

Automobile Liability

Types of Coverage: The policy shall include at least the following types of coverage:

- Any Auto
- All Owner Autos (Priv. Pass.)
- All Owned Autos (Other than Priv. Pass.)
- Hired Autos
- Non-Owned Autos

Liability Limits: The liability limits for the coverages noted above shall be at least as noted below.

	Liability Limits	
	Each Occurrence	Aggregate
BI & PD Combined	\$ 1,000,000	\$ 1,000,000

Owners Protective Liability Policy: The liability limits for the coverages noted above shall be at least as follows:

	Liability Limits	
	Each Occurrence	Aggregate
BI & PD Combined	\$ 1,000,000	\$ 1,000,000

Builders Risk/Installation Floater

Types of Coverage

The Contractor shall insure for the life of the contract against all loss or damage by fire, flood other than National Flood Insurance (whether in a flood hazard area or not), hurricane, windstorm, hail, lightning, explosion, riot civil commotion, aircraft, smoke, vehicles and other hazards covered by the standard current I.S.O. standard fire and extended coverage insurance endorsement.

Coverage shall also be provided for all materials and equipment for which pre-incorporation payment is requested.

Limits of Liability: The limit of liability for the coverage noted above shall be not less than the amount of the Contract.

Contractor's Insurance Agent E/O Certificate

Contractor's insurance agent shall provide the Park District with Agent's Errors and Omissions Certificate in the minimum amount of One Million Dollars (\$ 1,000,000.00)

Article 13. Prompt Payment

In accordance with Section 4113.61 of the Ohio Revised Code, the prime Contractor shall make payment to each subcontractor and materialman within ten (10) calendar days after receipt of payment from the OWNER if Direct Pay for work performed or materials delivered or incorporated into the public improvement, provided that the pay estimate prepared by the Project Manager/Engineer includes work performed or materials delivered or incorporated into the public improvement by the subcontractor or materialman.

The prime Contractor shall also require that this contractual obligation be placed in all subcontractor and materialman contracts that it enters into and further require that all subcontractors and materialmen place the same payment obligations in each of their lower tier contracts. If the prime Contractor, subcontractors or materialmen subject to this provision fail to comply with the ten (10) day payment requirement, the offending party shall pay, in addition to the payment due, interest in the amount of eighteen percent (18%) per annum of the payment due, beginning on the eleventh (11th) day following the receipt of payment from the OWNER and ending on the date of full payment of the payment due plus interest.

Repeated failures to pay subcontractors and materialmen timely as defined by this statute shall result in a finding that the prime is in breach of contract and subject to all legal consequences that such a finding entails. Further, repeated failures to pay timely as defined by the statute shall result in a lower evaluation score for the prime Contractor and those subcontractors who are subject to evaluation.

Article 14. Ohio Workers' Compensation Coverage

The Contractor shall secure and maintain valid Ohio Worker's Compensation Coverage until final acceptance of the project by the OWNER. If the Contractor is a foreign corporation (incorporated under the laws of another state), then the Contractor shall have coverage in another state that provides reciprocal coverage in the State of Ohio or the foreign corporation shall maintain coverage through the Ohio Bureau of Worker's Compensation. A certificate of coverage

evidencing valid worker's compensation coverage shall be submitted to the OWNER before the contract shall be executed.

The Contractor must immediately notify the OWNER in writing if it or any subcontractor fails or refuses to renew their workers' compensation coverage. Furthermore, the Contractor must notify the OWNER in writing if its or any of its subcontractor's workers' compensation policies are canceled, terminated or lapse.

The failure to maintain valid workers' compensation coverage shall be considered a breach of contract which may result in the Contractor or subcontractor being removed from the project, withholding of pay estimates and/or termination of the contract.

Article 15. Unresolved Finding For Recovery

Contractor affirmatively represents to the OWNER that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. Contractor agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the state hereunder shall be immediately repaid to the state, or an action for recovery may be immediately commenced by the state for recovery of said funds.

Article 16. Drug-Free Workplace Compliance

The prime Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace. The prime Contractor shall make a good faith effort to ensure that all its employees, while working on the Project, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

The prime Contractor shall also require that this contractual obligation be placed in all subcontractor and materialman contracts that it enters into and further requires that all subcontractors and materialmen place the same contractual obligations in each of their lower tier contracts.

Article 17. Certification Against Debarment And Suspension

The bidder hereby certifies, except as noted below, under penalty of perjury and under other such penalties as the laws of this state and the United States of America provide, that the company or any person associated there with in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds is **not** currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency; that the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds has **not** been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; that the company or any person associated therewith in the capacity of owner, partner, director, manager, auditor, or any position involving the administration of federal funds does **not** have a proposed debarment pending; that the company or any person associated there with in the capacity of owner, partner, director, officer, principal investigator has **not** been indicted, convicted, or had a civil judgment rendered against the company, or themselves by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are exceptions to any of the above clauses please set out the exceptions on the lines below. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

Execution of this proposal on the signature portion thereof shall constitute also signature of this certification as permitted by Title 28 United States Code, Section 1746.

Article 18. Environmental Commitments

Commitment: Indiana bat and northern long-eared bat habitat must be saved whenever possible. If tree clearing must occur on the project, additional coordination with the Federal Highway Administration and the United States Fish and Wildlife Service must occur.

Commitment: If the proposed project will disturb 1 or more acre of ground, coordination with the Ohio Environmental Protection Agency must take place in order to obtain a National Pollutant Discharge Elimination System permit will need to be obtained.

Commitment: The proposed project should avoid and minimize water quality impacts and impacts to high quality fish and wildlife habitat. Additionally, natural buffers around streams and wetland should be preserved to enhance beneficial functions. If stream or wetlands will be impacted, the Corps of Engineers should be contacted to determine whether a Clean Water Act section 404 permit is required. Best management practices should be used to minimize erosion, especially on slopes. All disturbed areas should be mulched and revegetated with native plants species.

Commitment: The project is within the range of the spotted turtle. Workers/contractors must be made aware of the potential for turtles to cross the trail from one wetland to another. Construction equipment must be limited to the established trail to the practical amount possible.

Commitment: To prevent the unintentional transport of invasive plant species into the adjacent Mantua Bog State Nature Preserve, the Ohio Department of Natural Resources, Division of Natural Areas and Preserves recommends that any construction equipment entering the preserve be properly cleaned. If needed, the Division can provide further instruction or guidelines to equipment inspection and cleaning.

The Portage County Soil and Water Conservation District has determined that a Stormwater Permit is not necessary for this project.

PREVAILING WAGE CONTRACTOR RESPONSIBILITIES

Wages and Hours on Public Works (Prevailing Wage) [ORC Chapter 4115: Wages And Hours On Public Works \(Prevailing Wage\)](#)

General Information

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated, as of January 1, 2016, to be more than \$26,514 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction

Thresholds are to be adjusted biennially (every 2 years) by the Director of the Ohio Department of Commerce.

Penalties For Violation

Violators are to be assessed the wages owed, plus a penalty of 100% of the wages owed.

Intentional Violations

If an intentional violation is determined to have occurred, the contractor is prohibited from contracting directly or indirectly with any public authority for the construction of a public improvement. Intentional violation means "a willful, knowing, or deliberate disregard for any provision" of the prevailing wage law and includes but is not limited to the following actions:

- a. Intentional failure to submit payroll reports as required, or knowingly submitting false or erroneous reports.
- b. Intentional misclassification of employees for the purpose of reducing wages.
- c. Intentional misclassification of employees as independent contractors or as apprentices.
- d. Intentional failure to pay the prevailing wage.
- e. Intentional failure to comply with the allowable ratio of apprentices to skilled workers as required by the regulations established by Ohio Department of Commerce, Wage and Hour Bureau.
- f. Intentionally employing an officer, of a contractor or subcontractor, that is known to be prohibited from contracting, directly or indirectly, with a public authority.

Responsibilities

- A. Pay the prevailing rate of wages as shown in the wage rate schedules issued by the Ohio Department of Commerce, Wage and Hour Bureau, for the classification of work being performed. (Website: <http://com.ohio.gov/laws/>)
 1. Wage rate schedules include all modifications, corrections, escalations, or reductions to wage rates issued for the project
 2. Overtime must be paid at time and one-half the employee's base hourly rate.

- Fringe benefits are paid at straight time rate for all hours including overtime.
3. Prevailing wages must be paid in full without any deduction for food, lodging, transportation, use of tools, etc. unless, the employee has voluntarily consented to these deductions in writing. The public authority and the Chief of Wage and Hour Bureau must approve these deductions as fair and reasonable. Consent and approval must be obtained before starting the project.
- B. Use of Apprentices and Helpers cannot exceed the ratios permitted in the wage rate schedules.
1. Apprentices must be registered with the Ohio State Apprenticeship Council.
 2. Contractors must provide the Prevailing Wage Coordinator a copy of the Apprenticeship Certification for each apprentice on the project.
- C. Keep full and accurate payroll records available for inspection by any authorized representative of the Ohio Bureau of Wage and Hour or the contracting public authority, including the Prevailing Wage Coordinator. Records should include but are not limited to:
1. Time cards, time sheets, daily work records, etc.
 2. Payroll ledger\journals and canceled checks\check register.
 3. Fringe benefit records must include program name, address, account number, and canceled checks.
 4. Records made in connection with the public improvement must not be removed from the State for one (1) year following the completion of the project.
 5. Out-of-State Corporations must submit to the Ohio Secretary of State the full name and address of their Statutory Agent in Ohio.
- D. Prevailing Wage Rate Schedule must be posted on the job site where it is accessible to all employees.
- E. Prior to submitting the initial payroll report, supply the Prevailing Wage Coordinator with your project dates to schedule reporting of your payrolls.
- F. Supply the Prevailing Wage Coordinator a list of all subcontractors including the name, address, and telephone number for each.
1. Contractors are responsible for their subcontractors' compliance with requirements of [Chapter 4115](#) of the [Ohio Revised Code](#).
- G. Before employees start work on the project, supply them with written notification of their job classifications, prevailing wage rates, fringe benefit amounts, and the name of the Prevailing Wage Coordinator for the project.
- H. Supply all subcontractors with the Prevailing Wage Rates and changes.
- I. Submit certified payrolls within two (2) weeks after the initial pay period. Payrolls must include the following information:
1. Employees' names, addresses, and social security numbers.

- a. Corporate officers/owners/partners and any salaried personnel who do physical work on the project are considered employees. All rate and reporting requirements are applicable to these individuals.
 2. Employees' work classification.
 - a. Be specific about the laborers and/or operators.
 - b. For all apprentices, show level/year and percent of journeyman's rate.
 3. Hours worked on the project for each employee.
 - a. The number of hours worked in each day and the total number of hours worked each week.
 4. Hourly rate for each employee.
 - a. The minimum rate paid must be the wage rate for the appropriate classification. The Department's Wage Rate Schedule sets this rate.
 - b. All overtime worked is to be paid at time and one-half for all hours worked more than forty (40) per week.
 5. Where fringes are paid into a bona fide plan instead of cash, list each benefit and amount per hour paid to program for each employee.
 - a. When the amount contributed to the fringe benefit plan and the total number of hours worked by the employee on all projects for the year are documented, the hourly amount is calculated by dividing the total contribution of the employer by the total number of hours worked by the employee.
 - b. When the amount contributed to the fringe benefit is documented but not the total hours worked, the hourly amount is calculated by dividing the total yearly contribution by 2,080.
 6. Gross amount earned on all projects during the pay period.
 7. Total deductions from employee's wages.
 8. Net amount paid.
- J. The reports shall be certified by the contractor, subcontractor, or duly appointed agent stating that the payroll is correct and complete; and that the wage rates shown are not less than those required by the [O.R.C. 4115](#).
- K. Submit the notarized Affidavit Regarding Prevailing Wages with the final statement of billing upon the completion of the project.

PROPOSAL and BID FORMS

BID PROPOSAL
Headwaters Trail Resurfacing
PORTAGE PARK DISTRICT, OHIO

Federal ID# or Social Security #: _____

Name of Bidder: _____

Address of Bidder: _____

Phone No.: _____

Fax No.: _____

Email: _____

Contact Person: _____

Date: _____

Proposal of _____ (hereinafter called "Bidder")*
a corporation, organized and existing under the laws of the State of _____,** a
partnership, or an individual doing business as _____.

To the **Portage Park District** (hereinafter called "Owner")

Gentlemen/Ladies:

The Bidder, in compliance with your invitation for bids for the *Headwaters Trail Resurfacing*, Portage County, Ohio, offers the following proposal. The project encompasses the resurfacing of approximately 8.0 miles of bike trail from near Windham Street in Garrettsville to near Mennonite Road in Mantua. The bidder having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish labor, materials, equipment, and supplies and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the written "Notice to Proceed" of the Owner and to fully complete the project within (write out) (numeral) consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$250.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

HEADWATERS TRAIL RESURFACING
Proposed Construction Schedule

Work Detail	Begin Date	End Date	No. of Days
Linear Grading			
Pot Hole Repair			
Base Installation			
Berming			
Surface Course			

HEADWATERS TRAIL RESURFACING BID FORM

Item No.	Description	Quantity	Unit	Unit Price	Item Total
204	Compaction	13555.00	Sq. Yd.		
209	Linear Grading	388.00	Sta.		
Special	Linear Grading	30.00	Sta.		
304	Crushed Limestone Aggregate	1160.00	Cu. Yd.		
411	Crushed Limestone Aggregate	525.00	Cu. Yd.		
703.10	Crushed Limestone Aggregate #10s	1920.00	Cu. Yd.		
Special	Pot Hole Repair	100.00	Sq. Yd.		
422	Double Chip and Seal	5460.00	Sq. Yd.		
614	Maintaining Traffic	1.00	Lump		
Total					

The bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within ten (10) days and deliver a Surety Bond or Bonds as required by the General conditions. The bid security attached in the sum of _____ (\$ _____) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

I _____ representing _____ offer a bid of _____ dollars
(print name of representative) (print name of company)
(write out in words)

for the Headwaters Trail Resurfacing.

Signed _____ on this day _____
(representative) (date)

**AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY
OF PERSONAL PROPERTY TAXES**

O.R.C. 5719.042

STATE OF OHIO

ss:

COUNTY OF _____

TO: Portage Park District

The undersigned, being first duly sworn, having been awarded a contract by you for the Headwaters Trail Resurfacing, Portage County, Ohio, hereby states that we were not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list.

In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

Affiant

Sworn to before me and subscribed in my presence this ____ day of _____, 20__.

Notary Public

CERTIFICATION OF COMPLIANCE WITH SECTION 3517.13 OF THE O.R.C.

CONTRACTS AWARDED TO INDIVIDUAL, PARTNERSHIP, OTHER UNINCORPORATED BUSINESS, ASSOCIATION (INCLUDING A PROFESSIONAL ASSOCIATION ORGANIZED UNDER CHAPTER 1785), ESTATE, OR TRUST MUST CONTAIN THE FOLLOWING CERTIFICATION:

Any contract for goods or services costing more than five hundred dollars must contain a certification by the contracting entity (vendor) that all of the following persons are in compliance with 3517.13(1)(1), limiting campaign contributions to the holder of the public office having the ultimate responsibility for the award of the contract:

- THE INDIVIDUAL
- EACH PARTNER OR OWNER OF THE PARTNERSHIP OR UNINCORPORATED BUSINESS
- EACH SHAREHOLDER OF THE ASSOCIATION
- EACH ADMINISTRATOR OF THE ESTATE
- EACH EXECUTOR OF THE ESTATE
- EACH TRUSTEE OF THE TRUST
- EACH SPOUSE OF ANY OF THE PRECEDING PERSONS
- EACH CHILD SEVEN YEARS TO SEVENTEEN YEARS OF AGE OF ANY OF THE PRECEDING PERSONS
- ANY COMBINATION OF THE PERSONS LISTED ABOVE

CONTRACTS AWARDED TO A CORPORATION OR BUSINESS TRUST (EXCEPT A PROFESSIONAL ASSOCIATION ORGANIZED UNDER CHAPTER 1785) MUST CONTAIN THE FOLLOWING CERTIFICATION:

Any contract for goods or services costing more than five hundred dollars must contain a certification by the contracting entity (vendor) that all of the following persons are in compliance with 3517.13(J)(1), limiting campaign contributions to the holder of the public office having the ultimate responsibility for the award of the contract:

- EACH OWNER OF MORE THAN TWENTY PER CENT OF THE CORPORATION OR BUSINESS TRUST
- EACH SPOUSE OF AN OWNER OF MORE THAN TWENTY PER CENT OF THE CORPORATION OR BUSINESS TRUST
- EACH CHILD SEVEN YEARS TO SEVENTEEN YEARS OF AGE OF AN OWNER OF MORE THAN TWENTY PER CENT OF THE CORPORATION OR BUSINESS TRUST
- ANY COMBINATION OF THE PERSONS LISTED ABOVE

It is hereby certified that all of the persons listed above are in compliance with section 3517.13(1)(1) or 3517.13(J)(1) of the Ohio Revised Code.

IF CONTRACTING ENTITY IS A NONPROFIT CORPORATION ESTABLISHED UNDER ORC CHAPTER 1702, THE UNDERSIGNED CERTIFIES THAT SECTIONS 3517.13(1)(1) AND 3517.13(J)(1) ARE NOT APPLICABLE TO THE CONTRACTING ENTITY.

PRINTED NAME

TITLE

SIGNATURE

DATE

NONCOLLUSION AFFIDAVIT

State of Ohio

ss:

County of _____

Bid Identification: Headwaters Trail Resurfacing, Portage Park District, Ohio

CONTRACTOR _____, being first duly sworn, deposes and says that he/she 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 anyone to fix the BID price of said BIDDER or of 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 OWNER awarding the contract or anyone 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/her BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid any fee or 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 said BIDDER in his/her general business.

Affiant

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

Notary Public

INCOME TAX AFFIDAVIT

STATE OF _____

SS

COUNTY OF _____

_____ being first duly sworn deposes and says as follows:

1. That he holds the office of _____ in _____;
Title Company
2. That said Company will comply in all respects with the Income Tax Ordinances and Regulations, within Garrettsville, Mantua or Portage County, as the same pertain to said construction project;
3. More affiant sayeth not.

Authorized Signature

Swore to a subscribed in my presence, this _____ day of _____, 20__.

Notary Public, State of Ohio
My commission expires _____, 20__.
Recorded in _____ County

CERTIFICATION AGAINST DEBARMENT AND SUSPENSION

The bidder hereby certifies, except as noted below, under penalty of perjury and under other such penalties as the laws of this state and the United States of America provide, that the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds is **not** currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency; that the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds has **not** been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; that the company or any person associated therewith in the capacity of owner, partner, director, manager, auditor, or any position involving the administration of federal funds does **not** have a proposed debarment pending; that the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator has **not** been indicted, convicted, or had a civil judgment rendered against the company, or themselves by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are exceptions to any of the above clauses please set out the exceptions on the lines below. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

Execution of this proposal on the signature portion thereof shall constitute also signature of this certification as permitted by Title 28 United States Code, Section 1746.

Signed: _____

Title: _____

UNRESOLVED FINDING FOR RECOVERY CERTIFICATION

I, _____
(Name of person signing affidavit) (Title)

do hereby certify that _____ **does not**
(Company or Individual Name)

have an unresolved finding for recovery issued by the Auditor of the State of Ohio as

defined by Ohio Revised Code (ORC) Section 9.24 as of _____, 20____.
(Date)

Signature of Officer or Agent

Name (Print)

STATE OF _____

ss:

COUNTY OF _____

Sworn to and subscribed in my presence this ____ day of _____, 20____.

Notary Public, State of Ohio

My commission expires _____, 20____.

Recorded in _____ County

**HEADWATERS TRAIL RESURFACING
BID GUARANTY AND CONTRACT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
_____ 1 as Principal and
_____ 2 as Surety, are hereby held and firmly bound
unto _____ 3 hereinafter called the Obligee, in the
penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on this date
_____ to undertake the project known as:

Headwaters Trail Resurfacing

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of _____ DOLLARS (\$_____). If this item is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternatives in dollars and cents. A percentage is not acceptable.

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereto between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lower bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lower bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference, not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, or printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the obligee accepts the bid of the Principal and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

1 Here insert full name or legal title of Contractor and address
2 Here insert full name or legal title of Surety
3 Here insert full name or legal title of Owner/Obligee

(cont'd)

Bid Guaranty/Contract Bond p2

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract: we agreeing and assenting that this undertaking shall be for benefit of any subcontractors, materialmen or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any way affect that obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this _____ day of _____, 20____.

Principal By:

Title:

Surety By:

Attorney-in-Fact

Surety Company Address:

Surety Agent's Name/Address:

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

1. Name of bidder?
2. Permanent main office address?
3. When organized?
4. If a corporation, where incorporated?
5. Federal Identification Number?
6. How many years have you been engaged in the contracting business under your present firm or trade name?
7. Contracts on hand (schedule these, showing amount of each contract and the appropriate anticipated dates of completion)?
8. General character of work performed by your company?
9. Have you ever failed to complete any work awarded to you? If so, where and why?
10. Have you ever defaulted on a contract? If so, where and why?
11. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed?
12. List your major equipment available for this contract?
13. Experience in construction work similar in importance to this project?
14. Background and experience of the principal members of your organization, including the officers?
15. Credit available?
16. Give bank reference?
17. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Portage Park District, Ohio?
18. The undersigned hereby authorizes and requests one person, firm, or corporation to furnish any information requested by the Portage Park District, Ohio, in verification of the recitals comprising this Statement of Bidder's Qualifications.

Affidavit (To be attached to Bidder's Statement of Qualifications)

Dated at _____ on this _____ day of _____, 20____.

Name of Bidder: _____

By: _____

Title: _____

State of Ohio)

) ss

County of Portage)

_____ being duly sworn, deposes and says that he is

_____ of _____ and that the answers to the
(Title) (Company)

foregoing questions and all statements therein contained are true and correct.

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

Notary Public Signature

My Commission expires _____.

PROPOSED SUBCONTRACTOR'S BREAKDOWN

Contractor Name	Address	Phone	Goods/ Services	Total Contracts	Fed I.D. No.	Reg'd MBD(Y/N)

Sworn to and ascribed before me this _____ day of _____, 20____

Notary Public Signature

Company Name

Notary Public in and for County of _____

Signature

Title

My Commission Expires _____

CONTRACT FORMS

HEADWATERS TRAIL RESURFACING CONTRACT

THIS AGREEMENT is made this _____ day of _____, 20____, by and between _____, hereinafter called the "Contractor" and the Portage Park District, hereinafter called the "Owner".

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, supplies, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project; namely, Headwaters Trail Resurfacing, and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor at the lump sum price stipulated in the Bid for the respective items of work completed for the sum not to exceed _____ (\$_____), subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Bid Forms
- f. Signed copy of bid
- g. Work Specifications (including all plans, drawings, etc.)
- h. General and Special Provisions
- i. Technical Specifications
- j. State Requirements

(cont'd)

(Contract p2)

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision, in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in three original copies on the day and year first above written.

CONTRACTOR:

OWNER: **Portage Park District**

Signature

Signature

(Typed Name)

(Typed name)

Title

Title

Vendor

Federal Identification Number:

Certifications:

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____ who signed this Agreement on behalf of the Contractor, was then _____ of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CERTIFICATE OF OWNER’S ATTORNEY

I, the undersigned, Director of Law, the duly authorized and acting legal representative of the Portage Park District, do hereby certify as follows:

I have examined the attached contract and surety bond and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligation upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

Pursuant to Ohio Revised Code 153.44 I hereby certify that this contract and the contract documents incorporated herein have been executed in accordance with Ohio Revised Code 153.01 through 153.60 inclusive.

Name, Title

Date: _____

CERTIFICATION OF FISCAL OFFICER

The undersigned, as Finance Director for the Portage Park District, hereby certifies that funds sufficient to meet the requirements of this Contract have been lawfully appropriated for such purposes and are in the treasury, or in the process of collection.

Name Title

Date: _____

NOTICE OF AWARD

TO: _____

Date: _____

Project Description: Headwaters Trail Resurfacing

The Owner has considered the bid submitted by you on _____, 20____, for the above described work in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your bid has been accepted in the amount of \$_____.

You are required by the Information for Bidders to execute the Agreement and furnish the required contractor's contract bond, if applicable, and certificates of insurance within ten (10) calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said bond within ten (10) days from the date of this notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of you bid guaranty subject to the liability as set forth in Section 153.54 of the Ohio Revised Code. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Owner.

Owner: Portage Park District

Name Title

ACKNOWLEDGMENT OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____ on this _____ day of _____, 20____.

By: _____
Name Title

NOTICE TO PROCEED

TO: _____

Date: _____

Project Description: Headwaters Trail Resurfacing

You are hereby notified to commence work in accordance with the Agreement dated _____, 20____, on or before _____, 20____, and you are to complete the work within _____ (____) consecutive calendar days thereafter. The date of completion of all work is therefore _____, 20____.

Owner: Portage Park District

Name Title

ACKNOWLEDGMENT OF NOTICE

Receipt of the above Notice To Proceed is hereby acknowledged by _____ on this _____ day of _____, 20____.

By: _____
Name Title

CHANGE ORDER

Change Order No. _____

Project: Headwaters Trail Resurfacing

Date: _____

I. The following changes are hereby made to the contract documents (attach documentation):

II. The following change is made to the contract price:

Original contract price	\$ _____
Previous change/extras	\$ _____
This change/extra	\$ _____
Subtotal	\$ _____
Deductions	\$ _____
Net total	\$ _____

III. The following change is made to the contract time:

The contract time will be (increased) (decreased) by ____ calendar days, making the date for completion of all work _____.

IV. ____ There will be no claims for damages resulting from this change.

____ Claims for damages resulting from this change are anticipated for such categories as _____ and should not exceed \$_____.

Change requested by _____

Date _____

Change recommended by _____

Date _____

Change accepted by _____

Date _____

**AFFIDAVIT OF CONTRACTOR OR SUBCONTRACTOR
FOR MINIMUM WAGES**

STATE OF _____)

) ss:

COUNTY OF _____)

I, _____, _____, of the
(Affiant) (Title)

_____, do hereby certify that the wages paid
(Name of Contractor/Subcontractor)

to all employees for the full number of hours worked in connection with _____

_____ during the period from _____ to
(Description of Project) (Start)

_____ is in accordance with the minimum rate of wages prescribed by
(End)

the contract documents.

I further certify that no rebates or deductions from any wages due any person have been directly or indirectly made other than those provided by law.

(Signature of officer/ agent)

Sworn to before me this _____ day of _____, 20_____.

Notary Public

The above affidavit must be executed and sworn to by the officer or agent or the contractor or subcontractor who supervises the payment of employees, before the owner will release the surety and/or make a final payment due under the terms of the Contract.