LUCAS COUNTY OHIO

INVITATION TO BID

Office of Management and Budget

COUNTY AGENCY **BID NUMBER**

July 23, 2014 at 2:30 PM

DATE AND TIME OF BID OPENING

BIDDER MUST COMPLETE THE FOLLOWING:

NAME OF COMPANY OFFICIAL _____

OFFICIAL'S SIGNATURE _____

NAME OF COMPANY _____

ADDRESS _____

CITY, STATE & ZIP _____

TELEPHONE NUMBER _____

FAX NUMBER _____

E-MAIL ADDRESS _____

The Lucas County Board of Commissioners is seeking bids for Sidewalk Repair at Various Lucas County Facilities in Lucas County Ohio.

Any bidder submitting a bid must submit a completed bid following the procedure outlined in this Invitation to Bid (ITB) no later than **2:30 PM on July 23, 2014.** All of the sections applicable in the Invitation to Bid shall be read so as to give meaning to all such provisions. However, when there is a conflict in the interpretation between a specification in the Invitation to Bid and sections, the specification in the Invitation to Bid shall take precedence. **A mandatory Pre-Bid Conference is scheduled for Thursday, July 10, 2014 at 3:00 PM in the Jury Assembly room at the Common Pleas Courthouse, 700 Adams Street, Toledo, Ohio 43604.**

1.0 Legal Framework

This Invitation to Bid (ITB) is issued under the provisions of the Ohio Revised Code (ORC) Sections 307.86 to 307.92. All bids submitted in response to this ITB shall comply with Ohio law. The laws of the State of Ohio will govern any disputes arising under this ITB and subsequent contract.

2.0 Bid Opening

The bid opening is scheduled for July 23, 2014 **at 2:30 PM.** All sealed bids received after this time and date, for any reason, will be rejected. The official time will be maintained by the clock located within the Board of Lucas County Commissioners Office, Suite 800, reception area. The opening of the sealed bids will take place at the Board of Lucas County Commissioners Office, One Government Center, Suite 800, Toledo, Ohio 43604.

3.0 Bid Bond Requirement

A signed Bond with seal for the full amount of the Bid, meeting the requirements of section 153.54 to 153.57, Ohio Revised code, OR a certified check payable to the Lucas County Treasurer for ten percent (10%) of the full amount of the bid, must be included with each bid or the bid will be disqualified. Bonds will be returned to unsuccessful bidders within thirty (30) days of contract award.

4.0 Pre-Bid Conference

X	Applicable if box is checked

Detailed questions regarding this Invitation to Bid can be addressed at the Mandatory Pre-Bid Conference held Thursday, July 10, 2014 at 3:00 PM in the Jury Assembly room at the Common Pleas Courthouse, 700 Adams Street, Toledo, Ohio 43604. Attendance is mandatory; failure to attend the Pre-Bid Conference will disqualify your bid. There will be no written responses to questions unless research is required, in that

instance, written responses will be mailed or sent via fax or e-mail to all bidders along with any and all amendments that are issued to those that attended the Pre-Bid Conference.

5.0 Prevailing Wage

X	Applicable if box is checked

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 to be more than $84,314.00 for new construction or $25,261.00 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting.

All contractors and subcontractors performing any work on any project that meets the above requirements are responsible for paying prevailing wage rates to their workers. Prime contractors are solely responsible for informing their subcontractors of these requirements. For more information relating to Ohio's prevailing wage laws, please visit http://wagehour.bes.state.oh.us.

All prevailing wage related questions or concerns should be directed to:

Kelleigh Decker
Lucas County Prevailing Wage Coordinator
Office of Management & Budget
Lucas County Commissioners
One Government Center, Suite 800
Toledo, OH 43604
419 213-4649
419 213-2601 FAX

6.0 Administrative Requirements

By submitting a bid, the bidder will be held accountable to know the specifications and conditions under which this contract will be accomplished. This includes the contents of all proposal documents, regulations, and applicable laws.

Each bid will be submitted in a clearly marked sealed container or envelope, with the project title, Bid #, date and time of bid opening marked clearly on the outside of the package. If a selected bidder chooses not to submit a bid, the bid should be returned and marked "**No Bid**" for the project title, Bid #, date and time of bid opening on the envelope or package. All bids must be sent to:

Board of Lucas County Commissioners
One Government Center, Suite 800
Toledo OH 43604

The entire set of completed ITB documents must be submitted intact and in the following order:

a. Entire original completed Request for Bid (ITB) and **one (1) copy**; this includes any amendments applicable to this ITB.
b. Completed Affidavits: (1) Delinquent Property Tax, (2) Non-Discrimination, (3) Non-collusion, (4) No Findings for Recovery, (5) Compliance Affidavit for Businesses, (6) Transparency Purchasing Policy Disclosure, (7) Sweat Free Affidavit and (8) Best Bid Criteria; all signed by your legally authorized representative and notarized.
c. Bid Bond – Separated from (ITB) and Marked "Bid Bond", your Company's Name, Project Title and Bid Number. **The bid bond is mandatory**. A bidder will be disqualified if the bid bond is not submitted.
d. The ITB Pricing Response Form completed in its entirety **(Section F)**.

Faxed transmissions of bid are unacceptable. Sealed bids received through the mail after the specified date and time will not be considered.

Lucas County reserves the right to postpone the bid opening for its convenience. Bidders are required to submit firm and fixed prices in the format specified on the Pricing Response Form **(Section F)**. When there are errors in multiplication or addition in a bid, the unit price quoted will be used for calculating the correct total bid. If the error is in the unit price, the bid will be automatically disqualified.

All bid pricing will be valid for 60 (sixty) calendar days from the bid opening date to permit adequate evaluation of bid responses.

Lucas County may make this award as a whole or on a partial basis, based on the individual bid specifications.

The Board of County Commissioners does not obligate itself to purchase the full quantities indicated and the unit price bid must be effective if purchase is less. Conversely, the Board's requirements may be in excess of the quantities shown and the successful bidder shall be required to furnish all requirements under the specification at the unit price bid for an agreed period of time.

Lucas County does not assume any late payment penalties. No condition will alter this statement.

Ohio Revised Code sections 307.90 and 307.91 permits Lucas County to reject all bids, waive technicalities, and to amend the original estimate and to advertise for new bids on the required items, products or services. Lucas County reserves the right to reject any or all of the bids on any basis without disclosure of a reason. The failure to make such a disclosure will not result in the accrual of any right, claim or cause of action by any unsuccessful bidder against Lucas County.

Bidders may withdraw their bids at any time prior to the bid opening date. After the bid opening, bidders may only withdraw their bids as provided in Section 9.31 of the Ohio Revised Code. Withdrawal of a bid after a bid opening exposes a bidder to legal liability for sanctions, including costs for re-bid, or may result in a bid being awarded to the next lowest bidder. Bidders failing to respond to all requirements specified in this ITB may result in the rejection of the bid.

Questions regarding the specifications outlined in this ITB should be directed in writing to:

Tom Dodds	Email:	tdodds@co.lucas.oh.us
Capital Projects Manager	Voice:	(419) 213-4641
One Government Center	Fax:	(419) 213-2601
Suite 800		
Toledo, OH 43604		

Bidders should carefully review all elements of their bids. Once opened, bids may not be altered. Each response in regard to this ITB shall be completed, self-contained and meet the requirements of the ITB. The County may initiate clarifications after the bid opening. However, these clarifications will not constitute an alteration of the bid submitted.

References to a particular trade name, manufacturer's catalog, or model number are made for descriptive purposes to guide the Bidder in interpreting the bid requirements. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the successful Bidder will be required to furnish the particular item referred to in the bid specifications unless a departure or substitution is clearly noted and described in the proposal shown to be compatible with the specifications and accepted by the Board. Lucas County reserves the right to be the sole judge of suitability and fitness of the product bid.

If any items being bid have an expiration date, items delivered cannot be expired and must carry a good date for at least 6 (six) months after receipt.

All materials in the bid will become the property of Lucas County and may be returned only at the County's discretion. Materials received constitute public information as a matter of statutory law and will be made available for public inspection and copying upon request by members of the public pursuant to ORC Section 149.43. Any portion of the bid to be held confidential should be marked to that effect and will not be considered public record if it clearly falls within an exemption enumerated in ORC Section 149.43.

Additional information, such as brochures, glossies and or promotional materials, is to be provided in a separate section at the back of the response.

6.1 Additional Administrative Requirements – Compliance with Support Order(s)

Financial responsibility, integrity, and accountability are essential for operating a business that services the public. Unpaid obligations are a social problem, which threatens the welfare of children and increases the burden on taxpayers to provide social services. Due to the public's growing concern with non-paying parents, government initiatives to create additional, effective enforcement mechanisms are necessary. It is in the County's interest that all contractors doing business with Lucas County demonstrate financial responsibility and integrity and accountability.

All bidders must submit the completed "Compliance Affidavit For Businesses" with their bid. Once a lowest and best bidder has been determined and prior to award, this form will be submitted by Lucas County to the Child Support Enforcement Agency for certification of substantial compliance of court ordered and/or agency ordered child support of any individuals of the company who have twenty-five (25%) percent or greater vested interest in the company. If the individual is found to be not in compliance, said bidder will be notified that the individual is not in compliance and therefore the bidder/company/contractor is not in compliance and will have five (5) days to be in compliance from date of notification. Failure to comply will cause disqualification of the bidder's/company's /contractor's bid.

Bidders should contact Lucas County Child Support Enforcement Agency, (419) 213-3106, regarding this requirement should they have questions.

6.2 Additional Administrative Requirements – Best Bid Criteria

All Bidders must complete the Best Bid Criteria Form found in Section B and Submit with their bid / response. Failure to do so may disqualify the bid. Additionally, any subcontractor with 15% or more of the final contract value shall also be required to submit a Best Bid Criteria Form.

6.3 Additional Administrative Requirements – Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization (DMA) Section 9.08

Ohio Revised Code Section 2909.21 Terrorism requires that any contract that will result in an Offeror receiving funding in an aggregate amount greater than $100,000 annually shall certify that it does not provide material assistance to any organization on the United States Department

of State Terrorist exclusion list. Prior to award of the contract, the successful Offeror shall complete the DMA Form (Section B).
Affixing a signature on the Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization form of the Proposal, the Offeror certifies that it does not provide material assistance to any organization on the list, and that failure to complete the form or answer "yes" to any question shall serve for the purposes of this affidavit as a disclosure of the provision of assistance to an organization that is listed on the terrorist exclusion list (Section B).

6.4 Project Labor Agreement (PLA)

A Project Labor Agreement will be entered into by the successful bidder for projects over $100,000 with the Northwestern Ohio Building and Construction Trades Council. The Project Labor Agreement is attached for your review under Section A. The Board of County Commissioners has also entered into a Project Labor Agreement with the Northwestern Ohio Building and Construction Trades Council.

7.0 Contract Administration

The Lucas County Office of Management and Budget will administer the contract.

8.0 Bid Evaluation Criteria and Award

An award will be made to the provider who is considered lowest and best bid for the County's needs.

Lucas County Board of Commissioners reserves the right to reject any and all bids, to waive minor technicalities and to request a re-bid through the bid process. Lucas County reserves the right to conduct site visits of proposed facilities (at County expense) to determine capability of the bidder to perform.

9.0 Bid Alterations, Amendments, and Alternate Bids

No alterations, additions (alternate bids), or exceptions to the specifications contained herein are permitted except by amendments issued by Lucas County to all bidders that have received an ITB.

During the bid process, bidders may be furnished certain amendments covering additions or deletions to the ITB documents. Amendments will be included in the scope of work and will become a part of contract documents. Amendments may be issued up to seventy-two (72) hours preceding the bid opening date, excluding weekends and holidays.

Any prospective bidder desiring an explanation or interpretation of the ITB or specifications must request it in writing soon enough to allow a

reply to reach all prospective bidders before the submission of their bids but no later than 7 (seven) business days prior to the bid opening. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning the ITB will be furnished promptly to all other prospective bidders as an amendment, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

10.0 Equal Opportunity Provisions Required

All bidders must be willing to enter a contract containing the express language contained in Section 125.111 of the ORC, which requires the following:

> Every contract for or on behalf of the state or any of its political subdivisions for the purchase of materials, equipment, supplies, contract of insurance, or services shall contain provisions similar to those required by Section 153.59 of the Revised Code in the case of construction contracts by which the bidder agrees to both of the following:
>
> > That in the hiring of employees for the performance of work under the contract or any subcontract no bidder or subcontractor shall, by reasons of race, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates.
> >
> > That no bidder, subcontractor, or any person acting on behalf of any bidder or subcontractor shall, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, handicap, national origin or ancestry.
>
> All bidders who contract with the state or any of its political subdivisions for materials, equipment, supplies, contracts of insurance, or services shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in Section 122.71 of the Revised Code. Annually, each such bidder shall file a description of the affirmative action program and a progress report on its implementation with the Ohio Civil Rights Commission and the Minority Business Development Office established under Section 122.92 of the Ohio Revised Code.

11.0 Insurance Requirements

See attached General Conditions of the Contract for Construction.

12.0 Contract Term and Extension

See attached General Conditions of the Contract for Construction.

13.0 Invoices

See attached General Conditions of the Contract for Construction.

14.0 Assignment/Subcontractor

Neither the contract nor any rights, duties or obligations described herein will be assigned by either party hereto without prior express, written consent of the other party. The contract will be made pursuant to the bid submitted by the bidder. The contract will be based on the bidder's qualifications and responsibilities. The bidder will not sublet or assign the contract nor shall any subcontractor commence performance of any part of the work included in the resulting contract, without the previous written consent of Lucas County.

15.0 Taxes

Lucas County does not pay local, state or Federal taxes. If requested, the bidder will be furnished with an exemption certificate.

16.0 Permits/Codes

The selected bidder is responsible for obtaining all permits and licenses required for performance of the work specified. All labor and materials provided under this agreement shall meet or exceed minimum standards covered by the current applicable code(s) or bidder shall have obtained a legal waiver.

17.0 Compliance with the Law

The bidder must agree to comply with all applicable Federal, state, and local laws in the conduct of the work specified in this ITB including applicable state and Federal laws regarding drug-free work places. The bidder will be required to accept full responsibility for payment of all taxes and insurance premiums including, but not limited to; Unemployment Compensation insurance premiums, Workers' Compensation, all income tax deductions, Social Security Deductions, and any other taxes or payroll deductions required for all employees engaged by the bidder in the performance of the work specified in this ITB.

18.0 Pricing

Bidders are expected to quote firm and fixed prices in the format specified in **(Section F).** The successful bidder will not change the unit price or the scope of work during the contract period or any extension periods, however, should the bidder receive a decrease in overall costs associated with the commodity, this provision shall allow for modification of the existing contract to decrease the price.

Bidders must utilize pricing forms supplied in this document contained with **(Section F).**

19.0 Termination for Convenience

See attached General Conditions of the Contract for Construction.

20.0 Termination for Default

See attached General Conditions of the Contract for Construction.

21.0 Non-Acceptance Criteria for Work, Materials and Service

See attached General Conditions of the Contract for Construction.

22.0 Performance Requirements

See attached General Conditions of the Contract for Construction.

23.0 Indemnification

See attached General Conditions of the Contract for Construction.

24.0 Non-Appropriation of Funds

Bidders are advised that although the term of this contract may span several fiscal years, this contract is contingent upon the County budgeting and appropriating the funds necessary for the continuation of this contract in the current year. In the event that the funds necessary for the continuation of this contract are not approved for expenditure in any year, this contract shall terminate on the last day of the fiscal year in which funding was approved, with no penalty to the County.

COUNTY OF LUCAS CONTRACTOR INSURANCE

21 INSURANCE

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from

the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly employed by any of them, or by any one for whose acts any of them may be liable:

21.1.1 Claims under workmen's compensation, disability, benefit and other similar employee benefit acts;

21.1.2 Claims for damages because of bodily injury, sickness or disease or death of his employees;

21.1.3 Claims for damages because of bodily injury, sickness or disease or death of any person other than his employees;

21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

21.2 Certificate of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK naming OWNER as additional insured. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least thirty (30) days prior WRITTEN NOTICE has been given to the OWNER.

21.3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified;

21.3.1 Comprehensive General Liability and Property Damage, Contractor's Protective Liability, Contractual Liability, Completed Operations-Products, Automobile Bodily Injury and Property Damage, owned and non-owned and hired vehicles and Owner's Protective Liability. The latter policy shall name as the insured the OWNER. If excluded from CONTRACTOR'S standard coverages, the following shall be deleted for policies provided under the CONTRACT DOCUMENT EXCLUSIONS: (1) "Underground Operations" (2) "Third Party Beneficiary" and (3) "Collapse" - where exposure is determined. Bodily Injury Liability and Property Damage Insurance shall cover the use of "Explosives" if used in performance of the CONTRACT. Insurance should be place with a carrier with an AM Best Rating of at least an A-.

The types and **minimum** limits of insurance shall be as follows:

Commercial General Liability Insurance -
General Aggregate Limit - $2,000,000
Products-Completed Operations-
Aggregate Limit - $2,000,000
Personal and Advertising
Injury Limit - $1,000,000
Each Occurrence Limit - $1,000,000
Comprehensive Automobile Liability

Bodily Injury & Property Damage Liability Limit
Each Occurrence - $1,000,000

The above minimum coverages may be obtained through the primary insurance or any combination of primary and umbrella insurance. In addition, the General Aggregate Limit shall be required on a per project basis.

21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage Insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

21.4 The CONTRACTOR shall procure and maintain at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause such SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

21.5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for Work to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, and the OWNER.

22. INDEMNITY

22.1 PROFESSIONAL LIABILITY

Relative to any and all claims, losses, damages, liability and costs, the CONTRACTOR agrees to indemnify and save the County of Lucas, its officials and employees (herein after "County") harmless from and against any and all suits, actions or claims for property losses, damages or personal injury claimed to arise from a negligent act, error or omission by the CONTRACTOR or its employees.

22.2 NON-PROFESSIONAL LIABILITY

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the County of Lucas, its officers, officials and employees

(hereinafter "County"), or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of the acts or omissions of the CONTRACTOR, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by the acts or omissions of the CONTRACTOR, any subCONTRACTOR(s) of the CONTRACTOR, its agents, or anyone directly employed by them or anyone whose acts they may deem liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph 22.2. It is understood and agreed that this indemnification obligation is enforceable to the full extent permitted by Ohio Revised Code Section 2305.31.

22.3 It is expressly understood and 'agreed that these indemnification obligations are enforceable to the full extent permitted by Ohio Revised Code Section 2305.31. In any and all claims against the County by any employee of the CONTRACTOR, and any subCONTRACTOR(s) of the CONTRACTOR, agent or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. CONTRACTOR hereby expressly waives the immunity provided to CONTRACTOR by Article II, Section 35, of the Ohio Constitution and Ohio Revised Code Section 4123.74 and 4123.741, all regarding worker's compensation immunity, so that this indemnification obligation may be enforced by the County of Lucas against CONTRACTOR in those instances.

22.4 If the CONTRACTOR subcontracts with the County, the CONTRACTOR shall require its subCONTRACTORS to indemnify the County of Lucas in accord with Article 22.

22.5 CONTRACTOR Responsible - The CONTRACTOR expressly understands that the insurance requirements as outlined above are minimum requirements to be met under the contract and does not in any manner represent that the limits, coverage or policy forms are sufficient or adequate to protect the interest or liability of the CONTRACTOR and/or its subCONTRACTORS.

THE FOLLOWING MUST BE INCLUDED (IN THE SPECIFIED AREAS) ON ALL INSURANCE CERTIFICATES:

- DESCRIPTION OF THE PROJECT AND LOCATION: you may use a generalized listing of the duties to be performed under this certificate of insurance. Example: "Projects Executed for the Board of Lucas County Commissioners."

- CERTIFICATE HOLDER: Board of Lucas County Commissioners, One Government Center, Suite 800, Toledo, Ohio 43604-2247.

SECTION A – PROJECT LABOR AGREEMENT

NORTHWESTERN OHIO BUILDING AND CONSTRUCTION TRADES COUNCIL

PROJECT LABOR AGREEMENT

Between

Board of Lucas County Commissioners

_____

(Owner)

And

NORTHWESTERN OHIO BUILDING AND CONSTRUCTION TRADES COUNCIL

Covering

_____

(Project Name)

PROJECT LABOR AGREEMENT

This Agreement is entered into this 16th day of April, 2012 by and between, the Board of Lucas County Commissioners ("Owner"), acting on its behalf and on behalf of all "Contractors" as herein defined, and the Northwestern Ohio Building & Construction Trades Council ("NWOBCTC"), acting on its own behalf and on behalf of all affiliates and members whose names are subscribed hereto, and who have, through their duly authorized officers, executed this Agreement, ("Union") with respect to the construction of the "EIFS Restoration Project for Buildings A and B at the Lucas County Sanitary Engineer's Office" project located in Lucas County, Ohio, the total overall project cost of which is greater than $100,000 ("Project").

The term "Contractor" shall include all construction contractors and subcontractors of whatever tier engaged in construction work within the scope of this Agreement. The term "applicable local collective bargaining agreement" means the labor agreement of an affiliated local union to the NWOBCTC that covers the work being performed on the Project within its work jurisdiction/scope of work.

The Unions and all signatory Contractors agree to abide by the terms and conditions contained in this Agreement.

ARTICLE I

INTENT AND PURPOSE

1.1 The Parties to this Agreement express through this Agreement their mutual and sincere commitment to the families and quality of life within Northwest Ohio by; (a) helping to ensure that the 12,000-plus building tradesmen and their families directly benefit from the construction of the region's public and civic infrastructure; (b) supporting the investment made in training local building tradesmen to ensure the highest quality construction, and (c) protecting the area standards for wages and benefits realized through the process of collective bargaining by imposing union scale for all work covered by this Agreement.

1.2 The Owner, Contractor(s), and the Unions agree that the timely construction of this Project will require substantial numbers of employees from construction and supporting crafts possessing skills and qualifications that are vital to its completion. They will work together cooperatively to furnish skilled, efficient, craftsmen who, whenever possible, reside in the local area. The intent and understanding of the parties is to maximize the employment opportunities of skilled craftspeople living within the local area.

1.3 The purpose of this Agreement is to establish conditions for the prompt and efficient completion of construction work on the Project and to

secure optimum productivity by providing close cooperation between the Employer and the Union. The Parties recognize the need for the timely completion of the Project without interruption or delay. This Agreement is intended to enhance this cooperative effort through the establishment of a framework for labor-management cooperation and stability.

1.4 A primary incentive for entering into this Agreement is elimination of the risk of delays and disruption caused by labor disputes and unrest. This Agreement creates effective and binding methods for the settlement of all disputes or grievances, which may arise on the Project. There shall be no strikes, work stoppages or lockouts for any reason whatsoever.

1.5 Further, the parties recognize the advantages of this project-specific Agreement. In part, those benefits include standard work rules and prohibitions against strikes, lockouts, slowdowns, and other work stoppages during the course of construction. The parties recognize the need to minimize the impact of construction industry challenges such as the short-term nature of employment, which makes post-hire collective bargaining difficult, and to address the contractor's need for predictable costs and a steady supply of skilled labor.

ARTICLE II

SCOPE OF AGREEMENT

2.1 This Project Agreement shall apply to all work recognized and accepted within historical definitions of construction work under the direction of and performed by the Contractor(s), of whatever tier who have contracts awarded for such work on the Project. Such work shall include site work and dedicated off-site work.

2.2 The scope of work includes all work assigned by the Owner to the Contractor(s). To the extent any work covered by a Contractor’s construction contract for the Project entails work beyond the historical definition of “construction work,” including but not limited to off-site fabrication, assembly, insulation, skids, modules, manufacture and related preparatory work, all Contractors agree to pay their employees not less than the wage and fringe benefit rates set forth in the applicable local collective bargaining agreement. Any such work to be subcontracted shall only be subcontracted to contractors who pay their employees for such work at wage and fringe benefit rates not less than those set forth in the applicable local collective bargaining agreement.

2.3 All work within the scope of this Project Agreement shall be performed only by contractors and subcontractors that are signatory to this Project Agreement. The Owner shall require all Contractors of whatever tier, as a condition of being awarded contracts for work covered by

this Agreement, to accept, execute and be bound by the terms and conditions of this Project Agreement prior to commencing work on the Project. The Contractor is responsible for ensuring that its subcontractors become signatories to this Agreement and abide by its terms.

2.4 The terms and conditions of the applicable local collective bargaining agreements covering the craftwork being performed shall govern the terms and conditions of employment of employees on the Project, other than as explicitly set forth here.

2.5 It is further agreed that, where there is a conflict, the terms and conditions of this Project Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article IV (No Strikes and No Lockouts); Article VI (Settlement of Grievances and Disputes); and Article VII (Jurisdictional Disputes) of this Project Agreement, which shall apply to such work.

ARTICLE III

UNION RECOGNITION

3.1 The Contractor(s) recognize the Union(s) as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this Agreement.

3.2 All employees while covered by this Agreement: (1) in the employ of the Contractor at the time the Contractor enters into this Agreement shall, on the 8th day of employment hereunder, become members in good standing of the union, and so remain during the term of this Agreement; (2) hired by the Contractor after entering into this agreement shall, during the term of this Agreement, be hired according to the terms and conditions of the applicable local collective bargaining agreement and, as a condition of employment, shall become members in good standing of the union on the 8th day of employment and so remain for the term of this Agreement.

3.3 Each employee shall be required to comply with the Union security clause set forth in the applicable local collective bargaining agreement for the duration of the Project.

3.4 Upon being presented with a written authorization form by an employee covered by this Agreement, the Employer will deduct from the wages of such employee and remit to the Union all initiation fees, dues, and representation fees in accordance with the signed authorization.

ARTICLE IV

NO STRIKES AND NO LOCKOUTS

4.1 The Union and its members, agents, representatives and employees shall not allow, incite, encourage, condone or participate in any strike, walkout, slowdown, picketing, sympathy strike or other work stoppage of any nature whatsoever for any cause whatsoever, whether jurisdictional or otherwise, or observe any picket of any nature during the term of this Agreement. Any such action by the Union or its members, agents, representatives and employees shall constitute a violation of this Agreement.

4.2 All employees shall continue to work and to perform all their obligations on the Project despite the expiration of any local collective bargaining agreement.

ARTICLE V

WAGES AND FRINGE BENEFITS

5.1 Wages and fringe benefits to be paid for all work within the scope of this Agreement shall be the rates set forth in the applicable local collective bargaining agreement. The Contractor shall pay employees the prevailing wage rate as set forth in R.C. Chapter 4115 for all work performed on the Project that is not covered by an applicable local collective bargaining agreement.

5.2 Upon notice to the Owner that a Contractor is delinquent in its obligation to make fringe benefit contributions, the Owner shall withhold such sums from the monthly progress payment(s) to the Contractor and shall pay such sums directly to the appropriate fringe benefit fund(s).

5.3 Any future wage or fringe benefit increases negotiated and established by an applicable local collective bargaining agreement shall be paid retroactively to the expiration of the preceding local agreement.

ARTICLE VI

SETTLEMENT OF GRIEVANCES AND DISPUTES

6.1 This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

6.2 The Contractors, Unions and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

6.3 Any question or dispute arising out of and during the term of this Project Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

(b) Should the Local Union(s) or the Project Contractor or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally be the Contractor and the involved Local Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

6.4 The Project Contractor and Owner shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE VII

JURISDICTIONAL DISPUTES

7.1 The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

7.2 All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

7.3 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature and the Contractor's assignment shall be adhered to until the dispute is

resolved. Individuals violating this section shall be subject to immediate discharge.

7.4 Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council prior to commencing work. The Project Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish.

ARTICLE VIII

SAFETY

8.1 The Employer and their employees shall comply with all applicable federal and state laws, ordinances and regulations relating to safety and health. All employees shall comply with the reasonable safety regulations as established by the Employer.

ARTICLE IX

UNION REPRESENTATION

9.1 The designated representative(s) of each local union signatory to this Agreement shall be permitted to enter the Project site upon notification to the Employer. Such designated union representative(s) will be permitted on the Project site without an escort. The privilege to move unescorted on the Project site is extended to the designated union representative(s) upon the understanding that such representative(s) will not disrupt the efficient operation of the Project and that the privilege will not be abused.

9.2 The Unions shall have the right to designate a working journeyman as a steward. Such designated steward shall be a qualified workman performing the work of that craft and shall not exercise any supervisory functions. There shall be no non-working stewards.

9.3 Visitors, including Union representatives and agents, shall not interfere with the work of the employees. In addition, they shall fully comply with the visitor safety and security rules established for the Project.

ARTICLE X

HELMETS TO HARDHATS

10.1 The Contractor and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractor and Unions agree *to* utilize the services of the Center for

Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program *to* serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by parties.

10.2 The Unions and Contractor agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project to the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE XI

TERM OF AGREEMENT

11.1 This Agreement shall become effective on the ____ day of _____, 20__, and shall remain in full force and effect as to each part or phase of construction work until all parts and phases have been accepted by the Owner.

ARTICLE XII

INCLUSION

12.1 The Parties intend for the Project to bring great opportunities for contractors as well as the local workforce. A principal goal of the Owner is to ensure that, to the extent legally permissible, it uses Minority Business Enterprises and Women’s Business Enterprises, which are qualified to perform work on the construction of the Project. The Owner’s goal is to achieve a percentage, which the Owner reasonably arrives at and includes in its diversity plan, for MBE/WBE involvement for the construction of the Project, regardless of union affiliation. All minority participation is subject to inclusion in Owner’s periodic reports to certain regulatory and legislative bodies.

12.2 The Parties agree to use their best efforts (including without limitation accommodation on fringe bonding and other financial hurdles) and cooperate in order to meet or exceed the above stated goals. The Union shall also provide the Owner, upon its request, with any data, statistics and/or information that the Union possesses, relating to the stated hiring goals. Further, in the event that the Union contractors are not available or qualified to meet the diversity goal or if they fail to utilize best efforts relative to diversity, the Union shall not object and it will not be a contract breach for the Owner to use non-union contractors for such work.

ARTICLE XIII

INCLUSION ADVOCACY

13.1 The Parties will mutually agree upon a system to monitor and enforce the inclusion commitments in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall be deemed effective as of the date stated in Article XI.

ON BEHALF OF THE OWNER:

Signature

Title Lucas County Administrator
PRES LUCAS COUNTY COMMISSIONERS

ON BEHALF OF THE UNIONS:

Signature

Title NWO BUILDING TRADES Bus Mngr / Exec. Sec.

PLA PROJECT: Lucas County Project Labor Agreement

John Schlaghecke Dated: 8/31/11
Northwestern Ohio Building and Construction Trades Council

JOHN SCHLAGHECK EXEC SEC/BUS MNGR
Print Name and Title

Fred E. Keith Jr. Dated: 9/1/11
Boilermakers Local #85

Fred E. Keith Jr.
Print Name and Title

Don Huss Dated: 9-6-11
Bricklayers Local #3

Don Huss
Print Name and Title

Steve Shively Dated: 9/6/11
Bricklayers Local #46

Steve Shively
Print Name and Title

James M. Pedro Dated: 9-6-11
Cement Masons & Plasterers Local #886

JAMES M. PEDRO BUS. MANG. FIN-SEC.
Print Name and Title

Joseph E Cousino Dated: 9/6/11
Electricians Local #8

Joseph E Cousino BUSINESS MANAGER
Print Name and Title

PLA PROJECT: **Lucas County Project Labor Agreement**

Dated: 9/7/11

Elevator Constructors Local #44

Robert Friedbrick's Business Manager

Print Name and Title

Dated: 9-7-11

Glaziers Local #948, Painters Local #7, Sign Display & Allied Trades Local #639

James Wattroba Business Mgr.

Print Name and Title

Dated: 9/6/11

Heat & Frost Insulators Local #45

Business Manager

Print Name and Title

Dated: 9/6/11

Ironworkers Local #55

Joseph Blaze III Business Manager

Print Name and Title

Dated: 9-9-11

Laborers Local #500

Phillip Copeland

Print Name and Title

Dated: 9·6·11

Ohio and Vicinity Regional Council of Carpenters

Ronald Rothenbuhler Reg Dir

Print Name and Title

PLA PROJECT: **Lucas County Project Labor Agreement**

_____ Dated: _____
Operating Engineers Local #18

_____
Print Name and Title

_____ Dated: 9-9-11
Plumbers & Pipefitters Local #50

JEFFREY L. VANDERHORST BUS. MNGR.
Print Name and Title

_____ Dated: _____
Road Sprinkler Fitters Local #669

_____
Print Name and Title

_____ Dated: 9-1-11
Roofers Local #134

MICHAEL KUSDENT BUSINESS MANAGER
Print Name and Title

_____ Dated: 9-1-11
Sheet Metal Workers Local #33

DONALD P. HAFNER SR. BUSINESS REP.
Print Name and Title

SECTION B – AFFIDAVITS

DELINQUENT PERSONAL PROPERTY TAX STATEMENT
(O.R.C. Section 5719.042)

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND NOTARIZED

I _____, _____, _____
(NAME) (TITLE) (NAME OF COMPANY)

affirm that at the time that I submitted the bid for _____
(BID TITLE)

to the Board of Lucas County Commissioners on _____ that
(DATE)

_____ was / was not charged with delinquent
(NAME OF COMPANY) (CIRCLE ONE)

Personal Property Taxes by the Lucas County Auditor.

(If Personal Property Taxes are delinquent, complete the following section)

The amount of delinquent Personal Property Taxes due Lucas County is

_____ and unpaid penalties and interest are _____.
(AMOUNT) (AMOUNT)

_____
(SIGNATURE)

_____
(COMPANY)

_____
(DATE)

Sworn to and subscribed before me this _____day of,_____ 20___.

(SEAL) _____
(NOTARY)

My Commission Expires:

(Date) _____

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

STATE OF _____

SS

COUNTY OF _____

_____ being first duly sworn, deposes and says that
(Name)

he/she is _____ of _____ the party
(Title) (Company)

that made the foregoing proposal; that such party as bidder does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. If awarded the bid and contract under this proposal, said party shall take affirmative action to insure that applicants are employed and that employees are treated, during employment, without regard to their race, religion, color, sex or national origin. If successful as the lowest and best bidder under the foregoing proposal this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment setting forth the provision of this affidavit.

Furthermore, said party agrees to abide by the assurances found in Section 153.59 of the Ohio Revised Code in the Contract Provisions with the Owner if selected as the successful bidder by the owner.

_____
(Signature)

_____
(Affiant)

_____
(Company/Corporations)

_____
(Address)

_____
(City/State/Zip Code)

Sworn to and subscribed before me this _____day of_____, 20____.

(Seal) _____
(Notary)

My Commission Expires:

_____
(Date)

NON-COLLUSION AFFIDAVIT

STATE OF OHIO,

COUNTY OF LUCAS, SS:

_____ being first duly SWORN, deposes and says that he is the_____or authorized representative of _____ _____ or is the party submitting this bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder or person, to submit a sham bid, or refrain from bidding; has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, to fix any overhead, profit or cost element of said bid price, or of that of any other bidder; to secure any advantage against the County of Lucas or any person or persons interested in the proposed contract; that all statements contained in said proposal of bid are true and that, such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any other potential bidder. Further, Affiant affirms that no county employee has any financial interest in this company or the bid being submitted.

_____
(Affiant Signature)

_____
(Affiant Title)

SWORN to before me and subscribed in my presence
this _____ day of _____, 20_____.
(Date) (Month) (Year)

_____
(Notary Public)

(SEAL)

My Commission Expires

_____
(Date)

NO FINDINGS FOR RECOVERY AFFIDAVIT

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND NOTARIZED

I _____, _____, _____
(NAME) (TITLE) (NAME OF COMPANY)

affirm that at the time that I submitted the bid for _____
(BID TITLE)

to the Board of Lucas County Commissioners on _____ that
(DATE)

_____ has / has no unresolved
(NAME OF COMPANY) (CIRCLE ONE)
finding for recovery from the State Auditor per Ohio Revised Code

Section 9.24.

(If there is unresolved finding for recovery from the State Auditor, complete the following section)

The amount of unresolved finding for recovery due the State Auditor is

_____ and unpaid penalties and interest are _____.
(AMOUNT) (AMOUNT)

_____
(SIGNATURE)

_____
(COMPANY)

_____
(DATE)

Sworn to and subscribed before me this _____day of,_____ 20___.

(SEAL) _____
(NOTARY)

My Commission Expires:

_____

Additional Administrative Requirements
Compliance with Support Order(s)

Financial responsibility, integrity and accountability are essential for operating a business that services the public. Unpaid obligations are a social problem which threatens the welfare of children and increases the burden on taxpayers to provide social services. Due to the public's growing concern with non-paying parents, government initiatives to create additional, effective enforcement mechanisms are necessary. It is in the County's interest that all contractors doing business with Lucas County demonstrate financial responsibility and integrity and accountability.

All bidders **must submit** the **completed** "Compliance Affidavit For Businesses" with their bid. Once a lowest and best bidder has been determined and prior to award, this form will be submitted by Lucas County to the Child Support Enforcement Agency for certification of substantial compliance of court ordered and/or agency ordered child support of any individuals of the company who have twenty-five percent (25%) or greater vested interest in the company. If the individual is found to be not in compliance, said bidder will be notified that the individual is not in compliance and therefore the bidder/company/contractor is not in compliance and will have five (5) days to be in compliance from date of notification. Failure to comply will cause disqualification of the bidder's/company's/contractor's bid.

Bidders should contact Lucas County Child Support Enforcement Agency, 419-213-3106, regarding this requirement should they have questions.

COMPLIANCE AFFIDAVIT FOR BUSINESSES

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY BY THE BIDDER AND NOTARIZED

STATE OF OHIO }
}**ss:**
COUNTY OF LUCAS }

_____, being first duly sworn, deposes and says that
(Authorized Officer)
he/she is _____ of _____
(Title) (Company Name)
the party making the foregoing proposal or bid; that according to his/her knowledge based upon company records the following individuals have a twenty-five (25%) percent or greater vested interest in _____.
(Company Name)

Name	Child Support Case/Order No:	Social Security Number:

Please check if applicable: _____ There are no individuals with twenty-five percent (25%) or greater vested interest in _____.
(Company Name)

_____
(signature)

Affiant:_____

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

_____
(Notary Public)

Lucas County Contract Transparency Purchasing Policy Disclosure

In the spirit of a more transparent Lucas County government, the Board of Lucas County Commissioners adopted Resolution #08-532 on May 13, 2008 requiring disclosure of political donations by certain individuals and/or political action committees related to the award of certain contracts. This policy applies to any contract at or above $10,000 that requires a vote of the Board.

Please list all contributions made by any owner of the company bidding on this contract. An owner is defined as owning more than twenty per cent of the corporation or business trust, a spouse of an owner of more than twenty per cent of the corporation or business trust, a child seven years of age through seventeen years of age of an owner of more than twenty per cent of the corporation or business trust or political action committees directly associated with this company within one year prior to the date of this award to any Lucas County elected officials. If no contributions have been made, please note "None."

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

LUCAS COUNTY SWEATFREE AFFIDAVIT

STATE OF _____

COUNTY OF _____, ss:

Personally appeared before me the undersigned, as an individual or as a representative of

_____for a contract for_____
(Name of Entity (Type of Product or Service)

to be let by the Board of Commissioners, Lucas County, Ohio, who, being duly cautioned and sworn, makes the following statement with respect to the Lucas County Sweat Free Procurement Policy and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

1. Name, physical address, phone number and contact persons for each production facility that will be involved in the production of goods or the provision of services.

_____

_____

_____

2. I have personal knowledge of the information contained in section 1 or I have obtained such information from any resale entity.

3. I understand my obligation to ensure that all applicable production facilities adhere to the Sweat Free code of conduct as defined in Section IV of the Lucas County Sweat Free Procurement Policy.

4. I understand that if Lucas County, the State and Local Sweat Free Consortium, and/or an independent monitor find any of the production facilities listed above to be out of compliance with any of the provisions of Section IV of the Lucas County's Sweat Free Procurement Policy, and I fail to take all reasonable steps as specified by and/or its designee(s), I will be deemed out of

compliance with the Sweat Free code of conduct as defined in the Lucas County Sweat Free Procurement Policy.

5. I have furnished a copy of the sweat Free code of conduct as defined in Section IV of the Lucas County Sweat Free Procurement Policy to each production facility named in paragraph 1 and to each relevant subcontractor and I have instructed each subcontractor to furnish the code of conduct to each relevant production facility.

BIDDER:

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Sworn to before me and subscribed in my presence by the above named person this _____day of _____, 20_____.

NOTARY PUBLIC: _____

My Commission Expires: _____

BEST BID CRITERIA

This form must be completed in its entirety and submitted with the Bid and all other documents required at the time of the Bid or response to request for proposal.

Name of Project (as identified in the "Request for Proposals")

_____

Submitted by: _____
(Name of Contractor)

_____
(Address)

_____

1. Please explain the experience Bidder has on projects of the nature for which Bids were solicited.

_____

_____

_____

2. Please detail the continuity of the Bidder's workforce.

_____

_____

3. For construction projects, please describe the Bidder's participation in trade-relevant Department of Labor or State of Ohio approved apprenticeship programs, if such apprenticeship programs are available to the Bidder.

_____

_____

_____

4. Please describe the Bidder's familiarity with this specific project.

Has the Bidder reviewed the specifications (and if applicable, the drawings) for the project? ☐ Yes ☐ No

Has the Bidder visited the actual site of the project? ☐ Yes ☐ No

Has the bidder reviewed all other applicable Contract Documents? ☐ Yes ☐ No

5. Does the Bidder provide any of the following for its employees?

OSHA-Compliant Safety Plan ☐ Yes ☐ No

EPA-Compliant Plans (if applicable)
(For asbestos & lead abatement) ☐ Yes ☐ No

5a. Has the Bidder been cited for any OSHA violations in the preceding six (6) months? (If yes, please describe – add pages as needed)
☐ Yes ☐ No

Type of Violation (de minimis, other than serious, serious, or willful)	**Nature of Violation**

6. How many years has the Bidder been in the construction, professional or personal service business or the number of years in the commodities supply business? _____

7. For all construction projects completed by the Bidder in the preceding twenty-four (24) months, please complete the information in the table below (add additional pages if needed):

Project Identification	**Original Contract Price**	**Actual Final Cost**

7a. For all projects listed in #7, did the Bidder:

Comply with all completion deadlines? ☐ Yes ☐ No

Provide timely response to "punch list" items and perform site clean-up in a timely manner? ☐ Yes ☐ No

File a maintenance bond in a timely manner? ☐ Yes ☐ No

Arrange for adequate bonding? ☐ Yes ☐ No

8. Does the Bidder comply with unemployment laws, workers compensation laws, federal & state Prevailing Wage laws, the Fair Labor Standards Act, local and state taxation laws and is the Bidder a participant in the Drug Free Workplace Program for small Employers (OAC 4123-17-58.1)?
☐ Yes ☐ No

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading:

Name of Bidder _____

By (Signature) _____

Title _____

Dated at _____ **this** _____ **day of** _____, **20**_____

Mr./Mrs./Ms. _____ **being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.**

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

Notary Public:
My Commission Expires:

SECTION C – SPECIFICATIONS

ATTACHED

SECTION D – INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

For the following project:
Sidewalk Repair at Various Lucas County Facilities

County:
Board of Lucas County Commissioners
One Government Center, Suite 800
Toledo, Ohio
Project Representative: Tom Dodds

Architect / Engineer:
Duket Architects Planners
830 North Summit Street
Toledo, OH 43604
419-255-4500

Design Professional Representative: Jerry Voll

ARTICLE 1 - GENERAL INSTRUCTIONS

1.1. APPLICATION AND GOVERNING LAW

1.1.1. The rights of any Bidder or any party to a subsequent Contract shall be governed by the laws of the state of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding related to the Bid or any subsequent Contract. The Bidder irrevocably consents to such jurisdiction.

1.1.2. Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the County and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

1.1.3. Definitions set forth in the Lucas County Board of Commissioners General Conditions of the Contract for Construction or in other Contract Documents are applicable to the Bidding Documents.

1.2. PROJECT SCHEDULING AND COORDINATION

1.2.1. When the Contract Documents refer to a period of time by a number of days, it excludes the first day and includes the last day of the period. If the last day of the period falls on

a Saturday, Sunday, or a legal holiday, that day shall be omitted and the period shall end on the next day which is not a Saturday, Sunday, or legal holiday.

1.2.2. The time for completion of the Project indicated on the Bid Form is the time for Contract Completion applicable to the Bidder.

1.2.3. The Lead Contractor is responsible for scheduling the Project, coordinating the Contractors, and providing other services identified in the Contract Documents. The General Trades Contractor shall be the Lead Contractor for this project.

1.2.4. The award of separate Contracts for the Project requires sequential, coordinated, and otherwise interrelated Contractor operations and may involve interference, disruption, hindrance, or delay in the progress of any individual Contractor's Work. Each Contractor shall cooperate with the Lead Contractor, or Construction Manager if applicable, the Architect/Engineer ("A/E"), the County and County's Project Representative, and Separate Contractors to minimize interference, disruption, hindrance, or delay of the Project.

1.2.5. By submitting its Bid, the Bidder indicates its understanding that the Contract Sum, based on its Bid and as amended by Change Orders, includes all costs that the County owes the Bidder.

1.3. BIDDERS' REPRESENTATIONS

1.3.1. The Bidder by making a Bid represents that:

.1 The Bidder has read and understands the Bidding Documents and Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, bid concurrently or presently under construction.

.2 The Bid is made in compliance with the Bidding Documents.

.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

1.4. NOTICE

1.4.1. Notice under the Contract Documents shall be validly given if:

.1 Delivered personally to a member of the organization for whom the notice is intended;

.2 Delivered, or sent by registered or certified mail, to the last known business address of the organization; or

.3 Sent by email, or Web-based project management software with verification of delivery to the organization's email service provider; or

.4 Posted on the County's website not less than 72-hours prior to the bid opening date and time, excluding Saturdays, Sundays and legal holidays.

ARTICLE 2 - BIDDING PROCEDURES

2.1. EXAMINATION OF CONTRACT DOCUMENTS AND THE SITE

2.1.1. Before submitting a Bid, the Bidder shall examine all Contract Documents, including but not limited to, the Drawings, Specifications, and Addenda for a divisions of Work for the Project, noting in particular all requirements which may affect its Work in any way.

2.1.2. The Bidder's failure to become acquainted with the extent and nature of Work required to complete any portion of the Work in conformity with the requirements of the Contract Documents, shall not be a basis for additional compensation.

2.1.3. Before submitting a Bid, the Bidder should not only examine and evaluate the Site and related Project conditions where the Work will be performed, but shall also consider when the Work will be performed including but not limited to, the following:

.1 The condition, layout, and nature of the Site and surrounding area;

.2 The availability and cost of labor;

.3 The availability and cost of materials, supplies, and equipment;

.4 The cost of temporary utilities required in the Bid;

.5 The cost of any permit or license required by a local or regional authority having jurisdiction over the Project;

.6 The usual weather conditions of the Project location;

.7 Conditions bearing upon transportation, disposal, handling, and storage of equipment, materials, and waste; and

.8 Subsurface and concealed physical conditions and related information provided in the Contract Documents.

.9 The inspection of the Project site shall be arranged by the Bidder through the County's Project Representative.

.10 The County's Project Representative will establish a date and time and notify registered Plan Holders of the opportunity for inspection of the Project Site.

2.2. PRE-BID MEETING

2.2.1. The Bidder is **required** to attend the pre-bid meeting, where the A/E and the County will receive questions regarding the Contract Documents. If not given in the "Invitation to Bid" the A/E shall issue notice of the time and place of any pre-bid meeting to each registered Plan Holder.

2.2.2. The A/E shall prepare minutes of the pre-bid meeting for the Project record. If questions raised by the prospective Bidders require changes to, or clarifications of, the Contract Documents, the A/E shall issue the changes by written Addendum, along with a list of pre-bid meeting attendees.

2.2.3. Additional compensation shall not be awarded based upon the Bidder's failure to attend the pre-bid meeting, which results in the Bidder's incomplete knowledge and familiarity of the Project requirements.

2.3. REQUEST FOR INTERPRETATION

2.3.1. If the Bidder finds any perceived ambiguity, conflict, error, omission, or discrepancy within the Contract Documents, including the Drawings, Specifications, and Addenda, or between any of the Contract Documents and Applicable Law, the Bidder shall submit a written Request for Interpretation ("RFI") to the A/E, or Construction Manager if applicable, for an interpretation or clarification.

2.3.2. The Bidder is responsible for prompt delivery of the RFI.

2.3.3. The A/E shall respond to RFIs received more than 7 days before the bid opening.

2.3.4. The A/E shall issue Addenda in response to RFIs that modify or clarify the Contract Documents. Any Addenda issued within 72 hours before any bid opening (excluding Saturdays, Sundays, and legal holidays) shall extend the bid opening date by 7 days pursuant to subparagraph 3.3.1.

2.3.5. The Addenda may be delivered via facsimile or e-mail, posted to a Web or FTP site, or otherwise furnished to each registered Plan Holder

2.3.6. Any interpretation or clarification of the Contract Documents made by any Person other than the A/E, or Construction Manager if applicable, or the County's Project Representative in any manner other than a written Addendum, shall not be binding, and the Bidder shall not rely upon the interpretation or clarification.

2.3.7. The successful Bidder shall not be compensated for a claim alleging insufficient data, incomplete, ambiguous, conflicting, or erroneous Contract Documents or proposed Contract Documents, or assumed conditions regarding the nature, extent, or character of the Work, if the Bidder did not submit a related RFI prior to the bid opening.

2.4. BASIS OF DESIGN AND ACCEPTABLE COMPONENTS

2.4.1. The Contract Documents may list components produced by specific manufacturers to denote kind, quality, or performance requirements.

2.4.2. The component listed as the Basis of Design is the preferred component and is designated as such in the Contract Documents.

2.4.3. Other listed components are Acceptable Components

2.4.4. If the Bidder includes an Acceptable Component in its Bid, the Bidder is responsible for the costs of coordination and modification required.

2.5. SUBSTITUTIONS PRIOR TO BID OPENING

2.5.1. If the Bidder proposes to use an article, device, material, equipment, form of construction, fixture, or item other than the Basis of Design or Acceptable Components named in the Specifications, the Bidder shall certify that the proposed item is equal in quality and all aspects of performance and appearance, to the item specified.

2.5.2. If approval of a Substitution requires changes to the Contract Documents or affects the work of other trades, the Bidder is responsible for the additional costs, including, but not limited to, changes to the design by the A/E.

2.5.3. The Bidder shall submit its request for Substitution to the A/E no later than 10 days prior to the bid opening, which must include:

2.5.4. The name and complete description of the proposed Substitution, including Drawings, performance and test data, and other information necessary for a complete evaluation; and

2.5.5. A statement setting forth any changes that the Proposed Substitution will require in the Contract Documents or the Project.

2.5.6. If the A/E approves the Proposed Substitution, the A/E shall issue an Addendum.

2.5.7. If the A/E does not approve the Proposed Substitution, the A/E shall inform the Bidder of its decision, which is final. The A/E may reject a proposed Substitution because the Bidder failed to provide sufficient information to enable the A/E to completely evaluate the Proposed Substitution without causing a delay in the scheduled bid opening.

2.5.8. Proposed Substitutions received by the A/E less than 10 days prior to the bid opening shall not be considered.

2.6. BID FORM

2.6.1. Each Bid shall be submitted on the Bid Form and sealed in an envelope clearly marked as containing a Bid, indicating the County's Project number and name, construction trade of the Bid, and the date and time of the bid opening on the envelope. Refer to subparagraph 3.1.2 for requirements related to envelope markings.

.1 Any change, alteration, omission, or addition in the wording of the Bid Form shall cause the Bid to be rejected as non-responsive.

.2 All pages of the Bid Form shall be submitted with the Bid. Failure to do so may cause the Bid to be rejected as nonresponsive.

.3 Unless the Bidder withdraws the Bid as provided in Article 4, the Bidder is required to comply with all requirements of the Contract Documents, regardless of whether the Bidder had actual knowledge of the requirements and regardless of any statement or omission made by the Bidder that might indicate a contrary intention.

2.6.2. The Bidder shall fill in all relevant blank spaces on the Bid Form by printing in ink or by typewriting, and not in pencil.

.1 The Bidder shall write "Not Applicable" or "N/A" to fill spaces in the Bid Form that are not applicable to the Bid of the Bidder.

.2 The Bidder shall show all bid amounts in both words and figures. In the case of a conflict between the words and figures, the amount shown in words shall govern, where the words are not ambiguous. When the Bidder's intention and the meaning of the words are clear, omissions, or misspellings of words shall not render the words ambiguous.

.3 The Bidder shall initial alteration or erasure of items filled in on the Bid Form.

2.6.3. If the Bidder is a corporation, partnership or sole proprietorship, an officer, partner or principal of the Bidder shall print or type the legal name of the Bidder on the line provided, and sign the Bid Form. If the Bidder is a joint venture, an officer, partner or principal, as applicable, of each member of the joint venture shall print or type the legal name of the applicable member on the line provided, and sign the Bid Form on behalf of that member. All signatures must be original

2.7. ALLOWANCES

2.7.1. If Allowances are provided on the Bid Form, the amount of each Allowance shall be included in the Base Bid amount. Allowances shall be used solely for the purpose of determining the adjustment to the Contract Sum for the difference between the amount of the Allowance and the actual cost of the related Work provided.

2.8. UNIT PRICES

2.8.1. If Unit Prices are requested on the Bid Form, the amount of the scheduled quantities shall be included in the Base Bid amount. Unit prices shall be used solely for the purpose of determining the adjustment to the Contract Sum for the difference between the estimated quantities on the Bid Form and the actual quantities provided.

2.8.2. Unit Prices shall include all materials, equipment, labor, delivery, installation, overhead, profit, and any other cost or expense, in connection with, or incidental to, the performance of that portion of the Work. The Bidder shall submit Unit Prices for all items listed.

2.8.3. Where there is a conflict between the Unit Price and the extension thereof made by the Bidder, the Unit Price shall govern and the Bid Amount for the Unit Price extension will be corrected for such Unit Price and the corrected extension shall be used for the purpose of comparing bids.

2.9. ALTERNATES

2.9.1. If an Alternate is listed on the Bid Form, the Bidder shall fill in the applicable blank with an increased or decreased bid amount and indicate which by circling the word “ADD” or the word “DEDUCT” as applicable. The County reserves the right to accept or reject any or all bid amounts for Alternates, in whole or in part, and in any order.

2.9.2. If no change in the bid amount is required, indicate "No Change" or “$0.”

2.9.3. Failure to make an entry or an entry of "No Bid,” “N/A," or similar entry on any Alternate shall cause the Bid to be rejected as non-responsive if that Alternate is selected.

2.9.4. Failure to indicate a negative number by circling “DEDUCT,” preceding the number by a minus sign, or enclosing the number in parentheses will indicate the Bidder’s intent to increase the Base Bid by the amount entered in the applicable blank.

2.9.5. If an Alternate is not selected, an entry as listed in subparagraph 2.9.1.2 on that Alternate shall not, by itself, render a Bid non-responsive.

2.9.6. In a Combined Bid, a blank entry or an entry of "No Bid," "N/A," or similar entry on an Alternate shall cause the County to reject the Bid as non-responsive if that Alternate applies to the Combined Bid and that Alternate is selected.

2.10. SUBMITTALS WITH BID FORM

2.10.1. The County shall reject a Bid as non-responsive if the Bidder fails to submit the following with the Bid Form in a sealed envelope:

.1 A Bid Guaranty as provided in Article 5, meeting the requirements of Ohio Revised Code ("O.R.C.") Sections 153.54 and 153.571.

2.10.2. If the apparent low Bidder does not submit a valid Power of Attorney of the agent signing for the Surety with its Bid, the County shall direct the apparent low Bidder to deliver a valid and appropriate Power of Attorney to the County within a period determined by the County. The County shall not enter into a Contract without a valid Power of Attorney.

2.10.3. The Bidder is encouraged to submit background information with its Bid using the "Best Bid Criteria" form and including, but not limited to, the information listed in this paragraph 2.10. If the apparent low Bidder does not submit the "Best Bid Criteria" form and related information with its Bid, the Bidder shall provide it upon request in accordance with subparagraph 3.5.4, including, but not limited to:

.1 The overall experience of the Bidder, including number of years in business under present and former business names;

.2 A complete listing of all the Bidder's ongoing construction projects and a listing of construction projects which are similar in cost and type to the Project completed by the Bidder in the last 5 years. Include information of the scope of work and value of each contract, a description of Encouraging Diversity Growth and Equity ("EDGE") participation and performance, and a project name/contact Person/address/phone number for the County and the architect or engineer for each project;

.3 A Certificate of Compliance with Affirmative Action Programs, issued pursuant to O.R.C. Section 9.47, by the Equal Opportunity Division of the Department of Administrative Services;

.4 A complete listing of Affirmative Action and EDGE program violations in the last 5 years;

.5 A complete listing of Prevailing Wage, EPA, OSHA, or other regulatory entity issues or violations in the last 5 years;

.6 A complete listing of judgments, claims, arbitration proceedings or suits pending or outstanding in the last 5 years;

.7 A complete listing of Drug-Free Workplace Program and Drug-Free Safety Program ("DFSP") violations in the last 5 years;

.8 Upon request of the County, the apparent low Bidder shall submit the following information, which is not a public record under O.R.C. Section 149.43; and shall remain confidential, except under proper order of a court:

8.1. An annual financial statement prepared within the 12 months prior to the bid opening by an independent licensed accounting firm; and the name, address,

contact Person, and phone number of the bank normally used by the Bidder for its primary banking; or

8.2. A financial report generated within 30 days prior to the bid opening from Standard and Poor, Dun and Bradstreet or a similar company acceptable to the County documenting the financial condition of the Bidder; and the name, address, contact Person, and phone number of the bank normally used by the Bidder for its primary banking;

.9 A description of the Bidder's relevant facilities and major equipment, whether leased or owned;

.10 A description of the management experience of the Bidder's project manager(s) and superintendent(s) and a comprehensive resume for each;

.11 A description of the EDGE-certified Business Enterprises the Bidder proposes as Subcontractors and Material Suppliers for this Project by attaching a fully completed EDGE Affidavit for each EDGE certified Business Enterprise;

.12 To support a Bond, a current and signed Certificate of Compliance issued by the Ohio Department of Insurance, showing the Surety is licensed to do business as a surety in Ohio;

.13 A current Ohio Workers' Compensation Certificate;

.14 If the Bidder is a foreign corporation not incorporated under the laws of Ohio, a Certificate of Good Standing from the Ohio Secretary of State; or, if the Bidder is a foreign person or partnership, evidence that the Bidder filed, with the Ohio Secretary of State, a Power of Attorney designating the Ohio Secretary of State as the Bidder's agent for the purpose of accepting service of summons in any action brought under O.R.C. Section 153.05 or under O.R.C. Sections 4123.01 to 4123.94, inclusive;

.15 Evidence that the Bidder is enrolled in, and in good standing in, a DFSP approved by the Ohio Bureau of Workers' Compensation ("OBWC"); and

.16 Any other data or information which the A/E may request concerning the responsibility of the Bidder, including a complete list of major Subcontractors with an estimated contract value of $150,000 or more, which the Bidder proposes to employ on the Project.

2.11. CHANGES IN BID AMOUNT

2.11.1. Any change to a previously submitted Bid shall be in writing and received by the County before the time scheduled for the bid opening.

2.11.2. Changes shall provide an amount to be added to, or subtracted from, the bid amount, so that the final bid amount may be determined only after the sealed envelope is opened.

2.11.3. If the Bidder's written instruction reveals the bid amount in any way prior to the bid opening, the County may, in its sole discretion, reject the Bid as non-responsive.

2.12. COMBINED BIDS

2.12.1. If only 2 items are listed on the Bid Form, the Bidder may only submit 1 combined Bid with the combination of those 2 items.

2.12.2. If more than 2 items are listed on the Bid Form, the Bidder may, as described on the Bid Form, submit a combined Bid by circling the items on which the Bidder is bidding in the combined Bid.

.1 The Bidder may only submit 1 combined Bid on a Bid Form.

.2 The Bidder may submit multiple combined Bids by submitting separate Bids in accordance with the Contract Documents.

2.1. If the Bidder submits multiple combined Bids with a single Bid, that Bid shall be rejected as non-responsive, in accordance with subparagraph 2.6.1.1.

ARTICLE 3 - BID OPENING AND EVALUATION

3.1. DELIVERY OF BID

3.1.1. The Bidder shall submit its Bid to the County at the location indicated in the "Invitation to Bid" prior to the time scheduled for the bid opening.

3.1.2. If the sealed bid envelope is enclosed in another envelope for the purpose of delivery, the exterior envelope shall also be clearly marked as containing a Bid with the Project name and Project number, construction trade of the Bid, and the date and time of the bid opening shown on the envelope.

3.1.3. Bids that arrive at the location designated in the "Invitation to Bid" after the time set for the bid opening shall not be opened or considered.

3.2. BID OPENING

3.2.1. Sealed Bids shall be received at the location designated in the "Invitation to Bid" until the time stated when all Bids shall be opened, read aloud, and the tabulation made public.

3.2.2. The public opening and reading of Bids is for informational purposes only and is not to be construed as an acceptance or rejection of any Bid submitted.

3.2.3. The contents of the bid envelope are public records and open for inspection, upon request, at any time after the bid opening, except for any information that is not defined as a public record under Ohio law.

3.3. BID OPENING EXTENSION

3.3.1. If an Addendum is issued within 72 hours prior to the published time for the bid opening, excluding Saturdays, Sundays and legal holidays, the bid opening shall be extended 7 days. If the County approves, the bid opening may be extended for more than 7 days, and consideration for additional advertising may be recommended.

3.3.2. As part of issuing any Addendum earlier than 72 hours prior to the published time for the bid opening, excluding Saturdays, Sundays and legal holidays, only the County may approve a revised bid opening date or additional advertising.

3.4. BID EVALUATION CRITERIA

3.4.1. The County reserves the right to accept or reject any or all Bids, in whole or in part, and reserves the right to award the Contract to any remaining Bidder the County determines, in its sole discretion, to have submitted the lowest responsive and responsible Bid.

3.4.2. The County reserves the right to accept or reject any or all Alternates. Alternates may be accepted or rejected in any order.

3.4.3. If any Bidder has engaged in collusive bidding, the County shall reject that Bidder's Bid as non-responsible for the Contract. A collusive bidder may also be debarred from future County Contracts.

3.4.4. The County reserves the right to waive, or to allow any Bidder a reasonable opportunity to cure a minor irregularity or technical deficiency in a Bid, provided the irregularity or deficiency does not affect the bid amount, or otherwise give the Bidder a competitive advantage. Noncompliance with any material requirements of the Contract Documents shall cause a Bid to be rejected as non-responsive.

3.4.5. If, in the opinion of the County, the award of the Contract to the lowest Bidder is not in the best interest of the County, the County may accept, in its discretion, another Bid so opened, or the County may reject all Bids and advertise for other Bids. The advertisement shall be for the period, in the form, and in the publications directed by the County.

3.5. BID EVALUATION PROCEDURE

3.5.1. The Contract shall be awarded to the lowest responsive and responsible Bidder as determined in the discretion of the County, or all Bids may be rejected in accordance with Applicable Law.

.1 In determining which Bid is the lowest, the County shall consider the Base Bid and the bid amounts for any Alternate, or Alternates, which the Owner decides, in its sole discretion, to accept.

.2 The total of the bid amounts for the accepted Alternate(s) shall be added to, or deducted from, the Base Bid, as applicable, for determining the lowest Bidder.

.3 If two Bidders submit the same bid amount and both are determined to be responsive and responsible, the County may select one Bidder by the flip of a coin, which shall be conducted in the presence of both Bidders and shall be final.

3.1. If one of the Bidders refuses to participate in, or fails to be present at, the flip of a coin, the remaining Bidder shall be selected.

3.5.2. A Bidder for a Contract shall be considered responsive if the Bidder's Bid responds to the Contract Documents in all material respects and contains no irregularities or deviations from the Contract Documents that would affect the amount of the Bid or otherwise give the Bidder a competitive advantage.

.1 A Bid shall be rejected as non-responsive if the Bid contains a Bid Guaranty executed by a Surety not licensed in Ohio or a Bid Guaranty that is otherwise determined to be insufficient by the County.

3.5.3. In determining whether a Bidder is responsible, factors to be considered include, without limitation:

.1 Preferences required by law, where applicable;

.2 The experience of the Bidder including number of years in business;

.3 The financial condition of the Bidder;

.4 The conduct and performance of the Bidder on previous Contracts, including compliance with Equal Employment Opportunity in the Construction Industry Administrative Rules, OSHA and Prevailing Wage laws, and demonstration of good faith effort to participate in the EDGE Business Development program, or actual participation in the EDGE Business Development program, or both, as indicated in the O.R.C. and the O.A.C;

.5 The facilities of the Bidder;

.6 The management skills of the Bidder;

.7 The Bidder's ability to execute the Contract properly, including past performance of the Bidder and the Subcontractors that the Bidder proposes to use on the Project.; and

.8 Additional criteria contained in the "Best Bid Criteria Form" included in the Bid Documents.

3.5.4. The County reserves the right to evaluate any Bidder's proposed subcontractors using the same criteria specified in paragraphs 3.5.3.1 through 3.5.3.8.

3.5.5. The A/E shall obtain from the lowest responsive Bidder any information the County determines appropriate to consideration of factors showing responsibility. If the lowest responsive Bidder is responsible, the Contract shall be awarded to that Bidder, unless all Bids are rejected. The Bidder shall provide all requested information within 3 days of a request from the A/E, or a longer period, if the County consents in writing.

3.5.6. If the lowest responsive Bidder is not responsible, the County shall evaluate the next lowest Bidder according to the procedures set forth in this paragraph 3.5 until the Contract is awarded, all Bids are rejected, or all responsive Bidders are determined to be not responsible.

3.6. REJECTION OF BIDS

3.6.1. If the lowest Bidder is not responsive or responsible, the County shall reject the Bid and notify the Bidder in writing by Certified Mail of the finding and the reasons for the finding.

3.6.2. Ten Percent Rule:

.1 If the lowest responsive and responsible Bid for the Contract, including the Base Bid and accepted Alternates if any, exceeds an amount 10 percent greater than the published Estimated Construction Cost for the Contract, the County shall reject all Bids.

.2 If the Project includes multiple contracts, the aggregate total price of all contracts awarded for the phases to date of the Project shall not exceed an amount 10 percent over the aggregate estimate of the contracts awarded, including the Base Bid and accepted Alternates, if any.

3.6.3. A Bidder notified in accordance with subparagraph 3.6.1 may object to its rejection by filing a written protest, which must be received by the County within 5 days of the notification provided pursuant to subparagraph 3.6.1.

3.6.4. Upon receipt of a timely protest, the County shall meet with the protesting Bidder to hear its objections. O.R.C. Chapter 119 administrative hearing requirements are not applicable to the bid protest meeting.

.1 No Contract award shall become final until after the County has met with all Bidders who have timely filed protests and the award of the Contract is affirmed by the County.

.2 If all protests are rejected, the Contract shall be awarded to the lowest responsive and responsible Bidder, or all Bids shall be rejected.

3.7. NOTICE OF INTENT TO AWARD

3.7.1. The County shall notify the apparent successful Bidder that upon satisfactory compliance with all conditions precedent for execution of the Contract, within the time specified, the Bidder shall be awarded the Contract.

3.7.2. The County reserves the right to rescind any Notice of Intent to Award if the County determines it issued the Notice of Intent to Award in error, or if the conditions precedent for execution of Contract set forth in Article 6 are not met.

ARTICLE 4 - WITHDRAWAL OF BID

4.1. WITHDRAWAL PRIOR TO BID OPENING

4.1.1. A Bidder may withdraw a Bid after the County receives the Bid, provided the Bidder makes a request in writing and the County receives the request prior to the time of the bid opening, as determined by the County.

4.2. WITHDRAWAL AFTER BID OPENING

4.2.1. The Bid shall remain valid and open for acceptance for a period of 60 days after the bid opening; provided, however, a Bidder may withdraw a Bid from consideration after the bid opening if the bid amount was substantially lower than the amounts of other Bids, providing the Bid was submitted in good faith, and the reason for the bid amount being substantially lower was a clerical mistake, as opposed to a judgment mistake, and was actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of Work, labor, or material made directly in the compilation of the bid amount.

.1 Notice of a request to withdraw a Bid shall be made in writing filed with the County within 2 business days after the bid opening. The County reserves the right to request the Bidder to submit evidence substantiating the Bidder's request to withdraw the Bid.

.2 No Bid may be withdrawn under subparagraph 4.2.1 which would result in awarding a Contract involving the same item on another Bid to the same Bidder.

4.2.2. If a Bidder withdraws its Bid under subparagraph 4.2.1, the County may award the Contract to the next lowest responsive and responsible Bidder, or reject all Bids and advertise for other Bids. In the event the County advertises for other Bids, the withdrawing Bidder shall pay the costs, in connection with the re-bidding, of printing new Contract Documents, required advertising, and printing and mailing of notices to prospective Bidders, if the County finds that these costs would not have been incurred but for the withdrawal.

4.2.3. A Bidder may withdraw the Bidder's Bid at any time after the 60-day period described in subparagraph 4.2.1 by giving written notice to the County.

4.3. REFUSAL TO ACCEPT WITHDRAWAL

4.3.1. If the County contests the right of a Bidder to withdraw a Bid pursuant to subparagraph 4.2.1, a hearing shall be held within 10 days after the bid opening and the County shall issue an order allowing or denying the claim of this right within 5 days after the hearing is concluded. The County shall give the withdrawing Bidder timely notice of the time and place of the hearing.

.1 The County shall make a stenographic record of all testimony, other evidence, and rulings on the admissibility of evidence presented at the hearing. The Bidder shall pay the costs of the hearing.

.2 Pursuant to O.R.C. Section 119.12, the Bidder may appeal the order of the County required by subparagraph 4.3.1.

4.4. REFUSAL TO PERFORM

4.4.1. In the event the County denies the request for withdrawal and the Bidder refuses to perform the Contract, the County may reject all Bids or award the Contract to the next lowest responsive and responsible Bidder.

4.5. EFFECT OF WITHDRAWAL

4.5.1. A Bidder, who is permitted to withdraw a Bid under subparagraph 4.2.1, shall not supply material or labor to, or perform a subcontract or other work for, the Person to whom the Contract is awarded; or otherwise benefit, directly or indirectly, from the performance of the Project for which the withdrawn Bid was submitted; without the County's prior written consent.

ARTICLE 5 - BID GUARANTY AND BOND

5.1. BID GUARANTY

5.1.1. The Bidder shall submit a Bid Guaranty with the Bidder's Bid, payable to the County, in the form of either:

.1 The signed "Bid Security Form" contained in the Contract Documents for the amount of the Base Bid plus all additive Alternates; or

.2 A certified check, cashier's check, or letter of credit, for 10 percent of the Base Bid, plus all additive Alternates. A letter of credit shall expressly provide that it is revocable only by the County.

2.1. If chosen, the certified check, cashier's check or letter of credit must be drawn on a solvent bank or savings and loan.

5.1.2. The Bid Guaranty shall be in form and substance satisfactory to the County and shall serve as an assurance that upon acceptance of the Bid, the Bidder shall comply with all conditions precedent for Contract execution, within the time specified by the County.

5.1.3. If the blank line on the Bid Guaranty and Contract Bond is not filled in, the penal sum shall be the full amount of the Base Bid plus all additive Alternates. If the blank line is filled in, the amount shall not be less than the full amount of the Base Bid plus all additive Alternates, stated in dollars and cents. A percentage is not acceptable. In the event the blank line is filled in for an amount less than the full amount of the Base Bid plus all additive alternates, the Bid shall be rejected as non-responsive.

5.1.4. An authorized agent must sign the Bid Security Form, and the Bidder shall provide a Power of Attorney from the Surety. A Surety authorized by the Ohio Department of Insurance to transact business in Ohio must issue the Bid Security Form.

5.1.5. The requirements of O.R.C. Section 3901.86 may be applicable requiring an Ohio resident agent countersign the Bid Guaranty and Contract Bond. The Bidder shall determine the applicability of this provision.

5.1.6. Bid Guaranties in the form of a certified check, cashier's check, or letter of credit shall be returned to unsuccessful Bidders 60 days after the bid opening. Bid Guaranties in the form of a certified check, cashier's check, or letter of credit shall be returned to the successful Bidder upon providing "Performance and Payment Bond Form" from a Surety satisfactory to the County.

5.2. FORFEITURE OF BID GUARANTY

5.2.1. If for any reason, other than as authorized by subparagraph 4.2.1 or paragraph 5.3, the Bidder fails to execute the Contract Form, and the County awards the Contract to another Bidder, which the County determines is the lowest responsive and responsible Bidder:

.1 The Bidder who failed to execute the Contract Form is liable to the County for the difference between its Bid and the Bid of the next lowest responsive and responsible Bidder, or for a penal sum not to exceed ten percent of the bid amount, whichever is less.

5.2.2. If the County then awards a Contract to another Bidder, which the County determines is the lowest responsive and responsible Bidder and that Bidder fails or refuses to execute the Contract Form:

.1 The liability of the lowest responsive and responsible Bidder shall be the difference between the bid amount of the lowest responsive and responsible Bidder and another Bidder which the County determines is the lowest responsive and responsible Bidder, except as provided in paragraph 5.3, but not in excess of the liability specified in subparagraph 4.2.2;

.2 The liability on account of an award to the lowest responsive and responsible Bidder beyond the third lowest responsive and responsible Bidder shall be determined in like manner.

5.2.3. If the County does not award the Contract to another Bidder under subparagraph 5.2.2, but submits the Project for re-bidding:

.1 The Bidder failing or refusing to execute the Contract Form is liable to the County for a penal sum not to exceed 10 percent of the Bidder's bid amount or the costs in connection with the resubmission of printing new Contract Documents, required advertising, and printing and mailing notices to prospective Bidders, whichever is less, except as provided in paragraph 5.3.

5.3. EXCEPTION TO FORFEITURE

5.3.1. A Bidder for a Contract with the County costing less than $500,000 may withdraw its Bid from consideration if its Bid for another Contract with the County for less than $500,000 has already been accepted if:

.1 The Bidder certifies in good faith that the total amount of its current contracts is less than $500,000; and

.2 The Bidder's Surety certifies in good faith that the Bidder is unable to perform the subsequent Contract because such performance would exceed the Bidder's bonding capacity.

5.3.2. If a Bid is withdrawn pursuant to subparagraph 5.3.1:

.1 The County may award the Contract to another Bidder which the County determines is the lowest responsive and responsible Bidder or reject all Bids and submit the Project for re-bidding; and

.2 Neither the withdrawing Bidder nor the Bidder's Surety shall be liable for the difference between the Bidder's Bid and that of the next lowest responsive and responsible Bidder for a penal sum, or for the costs of printing new Contract Documents, required advertising, and printing and mailing notices to prospective Bidders.

5.4. BOND

5.4.1. Prior to signing the Contract Form, the Bidder shall provide the Bond required by law in form and substance satisfactory to the County, and from a Surety licensed to do business in the County of Ohio and satisfactory to the County.

.1 If the Bidder provided the “Bid Security Form,” described in subparagraph 5.1.1.1, as its Bid Guaranty then that form shall be the Bond.

.2 If the Bidder provided another form of Bid Guaranty, described in subparagraph 5.1.1.2, then a “Performance and Payment Bond Form,” described in subparagraph 5.1.6, shall be the Bond.

.3 The Bidder shall not be required to provide both forms described above.

5.4.2. The Bond must be in the full amount of the Contract to indemnify the County against all direct and consequential damages suffered by failure of the Contractor to perform according to the provisions of the Contract and in accordance with the Plans, Specifications, details, and bills of material therefore and pay all lawful claims of Subcontractors, Material Suppliers, and laborers for labor performed or materials furnished in performing and completing the Contract.

ARTICLE 6 - CONTRACT AWARD AND EXECUTION

6.1. CONDITIONS PRECEDENT FOR EXECUTION OF CONTRACT

6.1.1. The successful Bidder must submit the items in this paragraph 6.1 to the County before executing the Contract Form. The award and execution of the Contract is based upon

the expectation that the lowest and best Bidder will comply with all conditions precedent for Contract execution within ten (10) days of the date of the Notice to Award.

6.1.2. Bond, and to support the Bond, a Certificate of Compliance issued by the Ohio Department of Insurance, showing the Surety is licensed to do business in the State of Ohio.

6.1.3. Current Ohio Workers' Compensation Certificate

6.1.4. Certificate of Insurance (ACORD form is acceptable) and copy of additional insured or loss payee endorsement. The County reserves the right to request and receive a certified copy of the Contractor's insurance policies.

6.1.5. If a Bidder is a foreign corporation, e.g., not incorporated under the laws of Ohio, it must submit a Certificate of Good Standing from the Ohio Secretary of State showing the right of the Bidder to do business in the State of Ohio.

6.1.6. If a Bidder is an individual or partnership, nonresident of the State of Ohio, it must submit a Power of Attorney designating the Ohio Secretary of State as the Bidder's agent for accepting service of summons in any action brought under O.R.C. Section 153.05 or under O.R.C. Sections 4123.01 to 4123.94, inclusive.

6.1.7. Evidence that Bidder has successfully executed an agreement complying with the terms contained in the “Project Labor Agreement” contained in the “Invitation to Bid”.

6.1.8. Plumbing, electrical, hydronics, refrigeration, and heating, ventilating and air conditioning (“HVAC”) Contractors must submit proof of current licensing by Applicable Law.

6.1.9. Evidence that the Bidder is enrolled in, and in good standing in, a DFSP approved by the OBWC.

6.1.10. Other forms and affidavits required by the County in Document 00-10-00 “Solicitation” or the “Invitation to Bid” and in Bid Documents.

6.1.11. Required Notice of Unresolved Findings for Recovery:

.1 By submitting its Bid, the Bidder warrants that it is not subject to an unresolved findings for recovery under O.R.C. Section 9.24. O.R.C. Section 9.24 prohibits the County from awarding a Contract to any Bidder against whom the Auditor of County has issued a finding for recovery if the finding for recovery is unresolved at the time of award. If the Contract is awarded to a Bidder subject to an unresolved finding for recovery under O.R.C. Section 9.24, the Contract is void on its face and the Contractor shall immediately repay to the Owner any funds paid under the Contract.

6.1.12. EDGE Program – Supporting Documentation Required:

.1 The Bidder shall provide evidence acceptable to the County of the Bidder’s participation in the EDGE Program by contracting with EDGE-certified Business Enterprise(s) for the Project by submitting a fully completed EDGE Affidavit for each EDGE-certified Business Enterprise, by requesting a waiver or partial waiver of the advertised EDGE Program participation goal for the Project on the Bidder’s

company letterhead including full documentation of the Bidder's good faith effort to contract with EDGE-certified Business Enterprise(s) for this Project, or both.

6.1.13. Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization ("DMA"):

.1 The Bidder shall be provide the completely executed DMA form provided in the Bid Documents to certify that it does not provide material assistance to any organization on the United States Department of State's terrorist exclusion list.

6.1.14. Registered Apprentices – Supporting Documentation Required:

.1 The Bidder shall provide evidence acceptable to the County of the registration of all apprentices who the Bidder or its Subcontractors intend to employ on the Project pursuant to O.R.C. Section 4115.05.

6.2. NON-COMPLIANCE WITH CONDITIONS PRECEDENT

6.2.1. The award of the Contract and execution of the Contract Form require the Contractor to comply with:

.1 All conditions precedent for execution of the Contract within 15 days of the date of the Notice of Intent to Award; and

.2 The Bidder's Qualifications form, including a fully completed EDGE Affidavit for each EDGE certified Business Enterprise, not previously provided within 3 business days of receiving the County's request.

6.2.2. Non-compliance with the conditions precedent for execution of the Contract as stated in paragraph 6.1 within the timelines stated in subparagraph 6.2.1 following the date of the Notice of Intent to Award shall be sufficient cause to permit the County to cancel the Notice of Intent to Award, for the Bidder's lack of responsibility and award the Contract to another Bidder, which the County determines is the lowest responsive and responsible Bidder; or the County may re-bid the Work at its sole discretion.

6.2.3. The County may extend the time for complying with the conditions precedent for execution of the Contract for good cause. The extension is not a waiver of the conditions precedent for execution of the Contract.

6.3. TIME LIMITS

6.3.1. The County's failure to award the Contract and execute the Contract Form within 60 days of the bid opening invalidates the entire bid process and all Bids submitted, unless the time is extended by written consent of the apparent lowest responsive and responsible Bidder and the County.

.1 If the County awards the Contract within 60 days of the bid opening, increases in material, labor, and subcontract costs shall be borne by the Bidder.

.2 If failure to execute the Contract within 60 days of the bid opening is due to matters for which the County is solely responsible, the Contractor is entitled to a Change Order authorizing payment of verifiable increased costs in materials, labor, or subcontracts. This increase shall not exceed the difference in price between the

successful Bidder and the price of the next lowest responsive and responsible Bidder.

.3 If failure to execute the Contract within 60 days of the bid opening is due to matters for which the Contractor is responsible, the County shall not grant a request for increased costs.

6.4. NOTICE TO PROCEED

6.4.1. The County shall issue a Notice to Proceed to the Contractor, which establishes the date for commencement and the calendar days allocated for Contract Completion. Within 10 days of the date of the Notice to Proceed, or other period as mutually agreed by the Contractor and the County, the Contractor shall furnish the following submittals to the A/E:

.1 Schedule of Values;

.2 Preliminary schedule of Shop Drawings and other Submittals;

.3 Subcontractor and Material Supplier Declaration form, with completed Bidder Affirmation and Disclosure forms acknowledging that the Contractor affirms, understands, and will abide by the requirements of Executive Order 2010-09S for Subcontractors that were not identified in the Bid Form;

.4 Qualifications of proposed project manager(s) and superintendent(s) and a comprehensive resume of each.

6.4.2. The Contractor shall, within ten (10) days of the date of the Notice of Commencement, provide the County's Prevailing Wage Coordinator with a schedule of dates during the term of the contract on which wages will be paid to employees for the Project.

End of Instructions to Bidders

SECTION E – GENERAL CONDITIONS

Lucas County Board of Commissioners

General Conditions of the Contract for Construction

(Lead Contractor Edition)

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ARTICLE 1

1. GENERAL PROVISIONS

1.1 APPLICATION AND GOVERNING LAW

1.1.1 The Contractor, the Architect and the County shall be familiar with all provisions of the Standard Conditions.

1.1.2 There shall be no change in the Standard Conditions unless so provided in the Special Conditions prepared by the Architect and approved in writing by the County.

1.1.3 The parties to the Contract shall comply with all applicable federal, State and local codes, statutes, ordinances and regulations in the performance of the Work of the Project.

1.1.4 The State of Ohio shall have exclusive jurisdiction over any action or proceeding concerning the Contract and performance thereunder. Any such action or proceeding arising out of or related in any way to the Contract or performance thereunder shall be brought only in the Lucas County Common Pleas Court, General Division, Lucas County, Ohio and the Contractor irrevocably consents to such jurisdiction. The Contract shall be construed in accordance with the laws of the State of Ohio.

1.1.5 Other rights and responsibilities of the Contractor, the Architect and the County are set forth throughout the Contract Documents and are included under different titles, articles and paragraphs for convenience.

1.1.6 The County may maintain an action for violations of any law relating to the Project or for any injury to persons or property pertaining to the Work, or for any other cause which is necessary in the performance of the County's duties.

1.2 CONDITIONS OF CONTRACT

1.2.1 Nondiscrimination

1.2.1.1 During the performance of the Contract, the Contractor agrees that in the hiring of employees for the performance of Work, including without limitation Work to be performed by a Subcontractor, no Contractor or Subcontractor, and no person acting on behalf of the Contractor or Subcontractor, shall, by reason of race, religion, national origin, age, sex, disability, Vietnam era Veteran status, or color, discriminate against any citizen in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.

1.2.1.2 The Contractor further agrees that no Contractor or Subcontractor, and no person acting on behalf of the Contractor or Subcontractor, shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work on account of race, religion, national origin, age, sex, disability, Vietnam era Veteran status or color.

1.2.1.3 The Contractor agrees that the Contractor will fully cooperate with the County Equal Opportunity Coordinator, with any other official or agency of the state or federal government which seeks to eliminate unlawful employment discrimination, and with all other state and federal efforts to assure equal employment practices under the Contract.

1.2.1.4 In the event of the Contractor's noncompliance with the nondiscrimination clauses, the Contract may be terminated or suspended in whole or in part, and the Contractor may be declared not responsive or responsible for further County contracts or such other sanctions as provided in Section 153.60, ORC.

1.2.2 Hiring Under County Public Improvement Contracts

1.2.2.1 Any provision of a hiring hall contract or agreement which obligates a Contractor to hire, if available, only such employees as are referred to the Contractor by a labor organization shall be void as against public policy and unenforceable with respect to employment under any public improvement contract unless, at the date of execution of such hiring hall contract or agreement, or within 30 days thereafter, such labor organization has in effect procedures for referring qualified employees for hire without regard to race, religion, national origin, age, sex, disability, Vietnam era Veteran status, color, or ancestry and unless such labor organization includes in its apprentice and journeymen membership, or otherwise has available for job referral without discrimination, qualified employees, in accordance with Section 153.591, ORC.

1.2.3 Wages and Hours

1.2.3.1 The Contractor shall pay the prevailing wage rates of the Project locality, as determined by the Ohio Bureau of Employment Services, Wage and Hour Division, to laborers and mechanics performing Work on the Project.

1.2.3.2 The Contractor shall comply with the provisions, duties, obligations, and is subject to the remedies and penalties of Chapter 4115, ORC, "Wages and Hours on Public Works."

1.2.3.3 The County shall, within seven (7) working days after receipt of a notice of a change in the prevailing wage rates, notify the Contractor of the change. The Contractor shall make the necessary adjustment in the prevailing wage rate and pay any wage increase during the term of the Contract.

1.2.4 Notice of Commencement

1.2.4.1 Pursuant to Section 1311.252, ORC, the County shall prepare a Notice of Commencement in affidavit form identifying the name and address of the public authority, the Project number, the name, address and trade of all Contractors, the date of execution of the Contracts, and the name and address of the Surety for each Contractor, in addition to the name and address of the County's Project Representative upon whom a Claim Affidavit may be served.

1.2.4.2 The Notice of Commencement shall be made available upon request. The unavailability of a Notice of Commencement or incorrect information in the Notice of Commencement does not adversely affect the right of claimants, pursuant to Section 1311.252(C), ORC.

1.3 GIVING NOTICE

1.3.1 Whenever any provision of the Contract Documents requires the giving of any notice, such notice shall be deemed to have been validly given if delivered in person to the individual or to a member of the company or organization for whom the notice is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address of such individual or company known to the giver of the notice.

1.3.1.1 All notices provided to the Contractor from the Architect shall be copied to the County Project Representative.

1.3.1.2 All notices provided to the Contractor from the County Project Representative shall be copied to the Architect.

1.3.1.3 All notices provided to the Architect from the Contractor shall be copied to the County Project Representative.

1.3.1.4 All notices provided to the County Project Representative from the Contractor shall be copied to the Architect.

1.3.2 When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday, Sunday or a legal holiday, such day will be omitted from the computation and such period shall be deemed to end on the next succeeding day which is not a Saturday, Sunday or legal holiday.

1.4 USE OF FACSIMILE TRANSMISSION

1.4.1 Any notice required to be given shall be effective if provided by facsimile transmission, but such notice shall not be considered official until the original signed document is delivered pursuant to Paragraph 1.3.1.

1.4.2 Facsimile transmittals in excess of ten (10) pages are discouraged.

1.5 CONTRACT DOCUMENTS

1.5.1 Intent

1.5.1.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. The Contractor shall be held to provide all labor and materials necessary for the entire completion of the Work described in the Contract Documents and reasonably implied therefrom to produce the intended results.

1.5.1.2 The Standard Conditions may not be superseded or amended by drawings and specifications unless so provided in Special Conditions prepared by the Architect and approved in writing by the County.

1.5.1.3 The Drawings shall generally govern dimensions, details and locations of the Work. The Specifications shall generally govern quality of materials and workmanship.

1.5.1.4 The organization of the Specifications in divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.5.1.5 In the event of inconsistencies within or between the Contract Documents, the Contractor shall provide the better quality or greater quantity of Work, and shall comply with the more strict requirement.

1.5.1.6 Unless otherwise specified in the Contract Documents, words which have well-known technical or construction industry meanings are used in accordance with such recognized meanings.

1.5.2 Interpretation

1.5.2.1 If the Contractor finds any perceived conflict, error, omission or discrepancy on or between the Drawings and Specifications, or any of the Contract Documents, the Contractor, before proceeding with the Work, shall submit a written request, through the Architect, to the County for an interpretation or clarification The Contractor shall be responsible for the prompt delivery of such request.

1.5.2.2 The County, through the Architect shall respond in writing, within three (3) days of receipt of the request, to any and all requests for interpretation of the Contract Documents.

1.5.2.3 Any interpretation or clarification of the Contract Documents made by any person other than the Architect or the County, or in any manner other than writing, shall not be binding and the Contractor shall not rely upon any such interpretation or clarification.

1.5.2.4 If any change to the Work is made to accommodate unforeseen circumstances, the Architect shall initiate the appropriate action and notify the County.

1.6 DRAWINGS AND SPECIFICATIONS

1.6.1 Ownership

1.6.1.1 All Drawings and Specifications are the property of the County.

1.6.1.2 In making copies of the Drawings and Specifications available, the County does not confer a license or grant permission for any use other than Work on the Project.

1.6.2 Access

1.6.2.1 The Lead Contractor shall maintain a set of Drawings and Specifications, approved by the local permitting authority at a secure location at the Project.

1.6.2.2 The Contractor shall maintain in good order at the Project site one (1) copy of all Drawings, Specifications, Bulletins, Addenda, approved Shop Drawings, catalog data, manufacturer operating and maintenance instructions, certificates, Warranties, Contract Modifications, and other modifications, including As-Built Drawings.

1.6.2.3 The Contractor shall at all times permit access to the Contract Documents to authorized representatives of the County and the Architect.

1.6.3 As-Built Drawings

1.6.3.1 The Contractor shall keep an accurate record of all approved changes made to the Drawings to show actual installation where installation varies from Work as originally shown, including the exact location and depth of underground utility lines.

1.6.3.2 During the performance of the Work, the Contractor shall record any approved changes on the Drawings, neatly in colored pencil, noting new information not shown on the original Drawings.

1.6.3.3 Where Shop Drawings are used, the Contractor shall cross reference the corresponding sheet numbers on the Drawings. The Contractor shall note related Contract Modification numbers where applicable.

1.6.3.4 The Contractor shall keep a record of any change made to the Specifications, noting particularly any variation from manufacturer's installation instructions and recommendations.

ARTICLE 2

2. THE CONTRACTOR

2.1 CONSTRUCTION PROCEDURES

2.1.1 The Contractor shall be responsible for and have control over all construction means, methods, techniques, sequences and procedures for all portions of the Contractor's Work and shall be responsible for any injury or damage which may result from improper construction, installation, maintenance or operation to the fullest extent permitted by law.

2.1.2 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Architect and the County at once.

2.1.3 Unless otherwise specified in the Contract Documents, the Contractor shall be responsible for properly and accurately laying out all lines, levels, elevations and measurements for all the Work as required by the Contract Documents.

2.1.4 The Contractor shall do all cutting, fitting or patching required for the Contractor's Work and shall not endanger the Project by cutting, excavating or otherwise altering the Project, or any part of it.

2.1.4.1 The Contractor requiring sleeves shall furnish and coordinate the Contractor's installation of the sleeves. The Contractor shall be responsible for the exact location and size of all holes and openings required to be formed or built for the Work, to permit coordination with any Work performed by others on the Project.

2.1.4.2 The Contractor shall allow sufficient time for installation of any Work by others before covering or closing the applicable portion of the Project.

2.1.4.3 Patching shall match and blend with the existing or adjacent surface. Any patching required because of faulty or ill-timed Work shall be done by and at the expense of the Contractor.

2.1.5 The Contractor shall not cut away any timber or dig under any foundation or into any wall, or other part of the Project, without the written approval of the Architect.

2.1.5.1 Unless otherwise specified in the Contract Documents, the Contractor, prior to starting excavation or trenching, shall notify any public authority having jurisdiction over the Project and secure any required approval.

2.1.5.2 The Contractor shall backfill any excavation with the material specified and approved by the Architect.

2.1.6 The Contractor shall install all Work in accordance with the Contract Documents and any installation recommendations of the manufacturer, including required dryness for installation of the various materials.

2.1.7 The Contractor shall comply with all requirements and conditions of the National Pollutant Discharge Elimination System (NPDES) general permit, including, but not limited to, implementing and maintaining the control measures specified in the storm water pollution prevention plan, maintaining records of construction activities, removing materials no longer required and taking proper action if there is a reportable quantity spill.

2.2 CONSTRUCTION SUPERVISION

2.2.1 The Contractor shall provide continuous supervision at the Project by a competent superintendent when any Work is being performed, unless waived by the County.

2.2.2 The Contractor's superintendent shall have responsibility and authority to act on behalf of the Contractor. All communications to the Contractor's superintendent shall be as binding as if given directly to the Contractor.

2.2.3 The Contractor shall submit an outline of the qualifications and experience of the Contractor's proposed superintendent, including references, through the Architect, to the County within ten (10) days of the Notice to Proceed.

2.2.3.1 The County reserves the right to reject the Contractor's proposed superintendent. Failure of the County to notify the Contractor of such rejection within 30 days of receipt of the required information shall constitute notice that the County has no objection.

2.2.3.2 If the County rejects the Contractor's superintendent, the Contractor shall replace the superintendent at no additional cost.

2.2.4 The Contractor shall not change the Contractor's superintendent without written approval of the County.

2.2.4.1 If the Contractor proposes to change the Contractor's superintendent, the Contractor shall submit to the County a written justification for the change, along with the name and qualifications of the individual whom the Contractor proposes to be the new superintendent.

2.2.4.2 The procedure provided in Paragraph 2.2.3 shall be conducted to evaluate the Contractor's proposed new superintendent.

2.3 PROTECTION OF THE PROJECT

2.3.1 The Contractor shall protect the Contractor's Work from weather, and shall maintain the Work and all materials, apparatus, and fixtures free from injury or damage during the entire construction period.

2.3.1.1 Work likely to be damaged shall be covered or protected at all times to prevent damage.

2.3.1.2 Any Work damaged by failure of the Contractor to provide coverage or protection shall be removed and replaced with new Work at the Contractor's expense.

2.3.1.3 Any adjacent property, including without limitation facilities, roads, walks, shrubbery, plants, trees or turf, damaged during the Contractor's Work shall be properly repaired or replaced at the Contractor's expense.

2.3.2 The Lead Contractor shall protect the Project and existing or adjacent property from damage at all times and shall erect and maintain necessary barriers, furnish and keep lighted necessary danger signals at night, and take precaution to prevent injury or damage to persons or property.

2.3.3 The Contractor shall not load, nor permit any part of the Project to be loaded, in any manner that will endanger the Project, or any portion thereof, nor shall the Contractor subject any part of the Project or existing or adjacent property to stress or pressure that will endanger the property.

2.3.4 The Contractor shall provide all temporary bracing, shoring and other structural support required for safety of the Project and proper execution of the Work.

2.4 MATERIAL AND EQUIPMENT

2.4.1 The Contractor's material and equipment shall be new and of the quality specified in the Contract Documents.

2.4.2 Only the materials and equipment which are to be used directly in the Work shall be brought to or stored at the Project by the Contractor and the Contractor's Subcontractors and Material Suppliers.

2.4.2.1 The Contractor shall be responsible for the proper storage of all material and equipment brought to the Project.

2.4.2.2 After the material or equipment is no longer required for the Work, the Contractor shall remove such material and equipment from the Project.

2.4.3 The Contractor's material and equipment shall not cause damage to the Project or adjacent property and shall not endanger any person at, or in the vicinity of, the Project.

2.4.4 Any injury to person or damage to property resulting from the Contractor's material or equipment shall be the responsibility of the Contractor. This provision is intended to be, and shall be construed as, consistent with, and not in conflict with, Section 4113.62, ORC.

2.5 LABOR

2.5.1 The Contractor shall maintain a sufficient workforce to efficiently execute the Work in accordance with the Construction Schedule.

2.5.2 The Contractor shall and enforce good discipline and order among the Contractor's employees the employees of the Contractor's Subcontractors and Material Suppliers. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

2.5.3 The Contractor shall dismiss from the Project any person employed by the Contractor or the Contractor's Subcontractors and Material Suppliers who is found by the County, pursuant to a recommendation from the Architect, to be incompetent, guilty of misconduct, or detrimental to the construction of the Project.

2.5.4 The Contractor shall employ all legal efforts to minimize the likelihood or effect of any strike, work stoppage or other labor disturbance. Informational pickets shall not justify any work stoppage.

2.6 SAFETY PRECAUTIONS

2.6.1 The Contractor shall take precautions for the safety of persons on the Project and shall comply with all applicable provisions of federal, State and municipal safety laws and buildings codes to prevent injury to persons on or adjacent to the Project.

2.6.2 The Contractor shall comply with the rules and regulations of the Department of Labor, Occupational Safety and Health Act (OSHA). The Contractor shall be responsible for any fine or cost incurred as a result of any violation or alleged violation.

2.6.3 Prior to starting the Work, the Lead Contractor shall provide and inform all Contractors of the methods and equipment for protecting the Project and persons from fire damage, in accordance with applicable fire regulations.

2.6.4 Methods and equipment for protecting persons and the Project shall be subject to inspection and approval of the appropriate authority having jurisdiction over the Project site.

2.6.5 Work Stoppage Due to Hazardous Materials

2.6.5.1 In the event the Contractor encounters materials reasonably believed to be containing asbestos, polychlorinated biphenyl (PCB) or other hazardous waste or material, which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the County and the Architect in writing.

2.6.5.2 The Work in the affected area shall be resumed upon written notice from the Architect that the material has been removed or rendered harmless.

2.6.5.3 The term "rendered harmless" shall mean that the level of exposure is less than any applicable exposure standards set forth in OSHA or other applicable regulations.

2.7 TEMPORARY FACILITIES AND UTILITIES

2.7.1 Unless otherwise specified in the Contract Documents, the Lead Contractor shall provide and maintain in a clean condition the following temporary facilities, equipment and services for use by the Architect:

2.7.1.1 On renovation Projects where space is available near the Project, two (2) separate office spaces, both of which shall be adequately heated, lighted, air conditioned, and with doors which lock, the keys to which shall be provided to the Architect;

2.7.1.2 When space is not available near the Project, a standard width job trailer shall be provided, which shall be adequately heated, lighted, air conditioned, and with doors which lock, the keys to which shall be provided to the Architect;

2.7.1.3 Each office space shall be equipped with at least one (1) desk, one (1) desk chair and two (2) side chairs and reasonable circulation space;

2.7.1.4 Each office space shall have one (1) four-drawer filing cabinet or equivalent;

2.7.1.5 A plan rack and 4 by 8 foot plan table shall be provided in one (1) office space;

2.7.1.6 Each office space shall have at least one (1) telephone in service;

2.7.1.7 Use of a facsimile and copy machine shall be provided for use either in one of the office spaces or in an adjacent office space.

2.7.2 Unless otherwise specified in the Contract Documents, the Lead Contractor shall provide adequate space, equipment and furnishings to conduct progress meetings for the Project. The meeting area shall measure approximately 200 square feet and shall be furnished with a 30 by 120 inch table and an appropriate number of folding or stacking chairs to adequately seat all participants at the meeting.

2.7.3 Unless otherwise specified in the Contract Documents, the Contractor shall provide temporary heat necessary so that the Work shall proceed expeditiously during inclement weather, and to protect the Contractor's Work and materials from damage, until the Project is enclosed.

2.7.3.1 The term "enclosed" shall mean when all permanent walls and roofs are in place, insulated and weather tight, windows are covered and all entrances are permanently in place or are provided with suitable temporary enclosure.

2.7.3.2 At the time the Project is enclosed, the Lead Contractor shall assume responsibility for and pay all costs for temporary heat.

2.7.4 Unless otherwise specified in the Contract Documents, the Contractor shall provide all water necessary for the Contractor's Work.

2.7.5 The Contractor shall erect and maintain adequate hoisting facilities as required for the Contractor's Work in coordination with the Lead Contractor.

2.7.5.1 If electric service requirements of hoisting facilities differ from that available at the Project site, the Contractor requiring use of such hoisting facilities shall make and pay for all necessary connections.

2.7.5.2 Unless otherwise specified in the Contract Documents, the Contractor requiring use of hoisting facilities, after the Project is enclosed, shall be responsible for transporting persons and materials as required for the Contractor's Work.

2.7.6 Unless otherwise specified in the Contract Documents, the electrical Contractor shall make all arrangements for temporary light and power services and shall pay all charges, both for service installation and removal, if required, and for energy consumed until completion of the Project.

2.7.6.1 Unless otherwise specified in the Contract Documents, the electrical Contractor shall not be responsible for any electrical service requirements of any other Contractor relating to temporary hoists, cranes, welding equipment or elevators.

2.7.6.2 The Contractor requiring such services shall subcontract with a licensed contractor for such service requirements and shall be responsible for all costs of such services.

2.7.7 Unless otherwise specified in the Contract Documents, the Lead Contractor shall provide, and maintain in a clean condition, adequate and approved sanitary facilities for use by all persons at the Project.

2.7.8 The Contractor shall be responsible for all temporary drainage necessary for the Contractor's Work and shall employ pumps, trenches, drains, sumps or other necessary elements as required to afford satisfactory working conditions for the protection, execution and completion of the Project.

2.8 PERMITS

2.8.1 Building Permits

2.8.1.1 The Contractor(s) shall secure the required building permits.

2.8.1.2 The Contractor shall schedule the intermediate and final inspections required for any permit certification. The Contractor shall give the Architect and the County reasonable notice of the date arranged for any inspection.

2.8.2 Local Permits

2.8.2.1 Unless otherwise specified in the Contract Documents, the Contractor shall obtain, maintain and pay for any permit or license required by local authorities having jurisdiction over the Project.

2.8.3 National Pollutant Discharge Elimination System (NPDES) Storm Water General Permit

2.8.3.1 The Architect shall secure the NPDES general permit by submitting a notice of intent application form (NOI) to the Ohio Environmental Protection Agency at least 45 days prior to the start of construction.

2.8.3.2 The Architect shall prepare and certify a storm water pollution prevention plan to provide sediment and erosion controls at the Project.

2.8.3.3 Architect shall prepare and process the required notice of termination (NOT) prior to Contract Completion.

2.9 TESTS

2.9.1 Unless otherwise specified in the Contract Documents, the Contractor shall apply, secure and pay for any inspection, testing or approval required by the Contract Documents, laws, ordinance, rules, regulations or orders of any public authority having jurisdiction over the Project.

2.9.1.1 The Contractor shall give the Architect and the County reasonable notice of the date arranged for such inspection, testing or approval.

2.9.1.2 The Contractor shall provide an original report of the inspection, testing or approval to the Architect for review and, if applicable, approval.

2.9.2 If after the commencement of the Work, the Architect determines that any portion of the Work requires special inspection, testing or approval in order to insure proper conformance to the Contract Documents, the Architect may instruct the Contractor in writing to order such special inspecting, testing or approval, or the Architect may make the arrangements for same.

2.9.2.1 If such special inspection, testing or approval reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall pay all costs associated with such special inspection, testing or approval.

2.9.2.2 If such special inspection, testing or approval reveals that the Work is in compliance with the Contract Documents, the Contractor will be paid, by appropriate Contract Modification, for all costs associated with such special inspection, testing or approval.

2.9.3 Neither the observations of the Architect in the administration of the contract, nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from the Contractor's obligation to perform the Work in conformity with the Contract Documents.

2.10 CLEANING UP

2.10.1 During the progress of the Work, the Contractor shall be responsible for the removal of all waste materials and rubbish attributable to the Work to an appropriate disposal site designated by the Lead Contractor. The Contractor shall perform daily broom cleaning in the area of the Contractor's Work.

2.10.1.1 The Lead Contractor shall, at the end of each working day or as directed by the Architect, remove all waste materials and rubbish from the Project.

2.10.1.2 The Lead Contractor shall, as required for the Project or as directed by the Architect, remove any waste materials or rubbish from areas adjacent to the Project.

2.10.2 If the Contractor fails to clean up during the progress of the Work, the provision of Paragraph 5.3 shall be invoked.

2.10.3 If the Contractor fails to maintain the areas adjacent to the Project clean and free of waste materials and rubbish, upon written notification by the Architect, the County shall direct the local jurisdiction having responsibility for the area to clean the area.

2.10.3.1 The cost of cleaning the area adjacent to the Project shall be deducted from the responsible Contractor as the Architect recommends and the County determines to be just.

2.10.3.2 The decision of the County shall be final.

2.11 SUBSTITUTIONS

2.11.1 Substitutes for Standards or Approved Equals shall not be considered after the bid opening unless the Contractor can conclusively demonstrate to the County one of the following conditions:

2.11.1.1 Unavailability of all Standards or Approved Equals through no fault of the Contractor or the Contractor's Subcontractors and Material Suppliers;

2.11.1.2 All Standards or Approved Equals are no longer produced;

2.11.1.3 All Standards or Approved Equals will not perform as designed.

2.12 EXPLOSIVES AND BLASTING

2.12.1 Blasting will not be permitted and explosives may not be brought onto or kept on the site of the Project, except with prior written approval of the County.

2.12.2 All blasting, storing and handling of explosives shall be done as prescribed in the Ohio Revised Code and other applicable regulations of the Ohio Industrial Commission.

2.12.3 The Contractor shall carry appropriate liability insurance and shall be responsible for any damages to persons or property resulting from any blasting operation.

2.13 EMERGENCY

2.13.1 In the event of an emergency affecting the safety of persons, the Project or adjacent property, the Contractor, without special instruction or authorization, shall act to prevent any threatened damage, injury or loss.

2.13.2 The Contractor shall give the Architect and the County written notice if the Contractor believes that any significant change in the Work or variation from the Contract Documents has been caused by any emergency or action taken in response to an emergency.

2.13.3 If the Architect recommends that a change in the Contract Documents be made because of any emergency or action taken in response to an emergency, and the County approves, a Contract Modification will be issued.

2.14 UNCOVERING THE WORK

2.14.1 If any Work is covered contrary to the requirements of the Contract Documents or to the written request of the Architect, such Work must, if required by the Architect in writing, be uncovered for observation and replaced, if not in conformity with the Contract Documents, and recovered at the Contractor's expense.

2.14.2 If any Work has been covered in accordance with the Contract Documents and is Work which the Architect had not requested the opportunity to observe prior to covering, the Architect may request that such Work be uncovered by the Contractor.

2.14.2.1 If such Work is found not to be in conformity with the Contract Documents, the Contractor shall pay all costs of uncovering, replacing and recovering the Work, unless it is found by the County that such condition was caused by another Contractor.

2.14.2.2 If such Work is found to be in conformity with the Contract Documents, the cost of uncovering and replacing and recovering the Work shall, by appropriate Contract Modification, be paid to the Contractor.

2.15 CORRECTION OF THE WORK

2.15.1 The Architect shall notify the Contractor in writing if any Work is found by the Architect to be Defective, whether observed before or after Contract Completion. The Architect shall specify in the written notice the time within which the Contractor shall correct the Defective Work.

2.15.2 The Contractor shall bear all costs of correcting such Defective Work, including the cost of any consequential damages.

2.15.3 If the Contractor fails to correct any Defective Work within the time fixed in the written notice, the County may correct such Work and seek recovery of all costs, including any consequential damages, from the Contractor or the Contractor's Surety.

2.16 INTERRUPTION OF EXISTING SERVICES

2.16.1 Whenever it becomes necessary to interrupt existing services in use by the County, such as sewer, water, gas and steam lines, electric or telephone and cable service, the Contractor responsible for the Work shall continue the Work on a 24 hour basis until the Work is completed and the service restored, or at such alternate time required by the County.

2.16.2 Before beginning such Work, the Contractor shall apply in writing to and receive approval in writing from the County and the authority with appropriate jurisdiction over the Project, to establish a time when interruption of the service will cause a minimum of interference with the activities of the County.

ARTICLE 3

3. THE ARCHITECT

3.1 PROJECT OVERSIGHT

3.1.1 The Architect shall notify, advise and consult with the County and shall protect the County against Defective Work throughout the completion of the Project.

3.1.1.1 The Architect shall designate an authorized representative, who shall be approved by the County, to attend the Project, as required by Agreement, to observe and check the progress and quality of the Work and to take such action as is necessary or appropriate to achieve conformity with the Contract Documents.

3.1.1.2 It shall be the duty of the Architect to have any consultant attend the Project at such intervals required by Agreement or as may be deemed necessary by the County to review the Work in order to achieve the results intended by the Contract Documents.

3.1.2 The Architect shall have the authority to disapprove or reject any item of Work which is Defective, or that the Architect believes will not produce a Project that conforms to the Contract Documents, or that will prejudice the integrity of the design concept of the Project as a functioning whole as indicated by the Contract Documents. The Architect shall immediately notify the County at any time that Work has been disapproved or rejected.

3.1.3 The Architect shall not be responsible for construction means, methods, techniques, sequences, procedures, safety precautions and programs in connection with the Work, or for the Contractor's failure to carry out the Work in conformity with the Contract Documents.

3.2 CONTRACT ADMINISTRATION

3.2.1 The Architect shall provide administration of the construction contracts for the Project as provided in the Agreement and including the performance of the functions hereinafter described.

3.2.1.1 The Architect shall secure the NPDES general permit by submitting a notice of intent application form (NOI) to the Ohio Environmental Protection Agency at least 45 days prior to the start of construction. The Architect shall prepare and certify a storm water pollution prevention plan and process the required notice of termination (NOT) prior to completion of the Project.

3.2.1.2 The Architect shall attend and conduct any and all progress meetings. The Architect shall prepare an agenda and a written report of each progress meeting and distribute the report to the County and the Contractors. The Architect shall not delegate the duty to prepare the agenda and written reports of any progress meeting.

3.2.1.3 The Architect may authorize minor changes or alterations in the Work not involving additional costs and not inconsistent with the overall intent of the Contract Documents.

3.2.1.4 The Architect shall review and approve, or recommend approval, of all forms required under the Contract Documents.

3.2.1.5 The Architect shall render decisions in connection with the Contractor's responsibilities under the Contract Documents, and submit recommendations to the County for enforcement of the Contract as necessary.

3.2.2 The Architect will be the initial interpreter of all requirements of the Contract Documents, pursuant to Paragraph 1.5.2. All decisions of the Architect shall be subject to final determination by the County.

3.2.3 The Architect shall be authorized to require special inspection, testing or approval of the Work, as provided in Paragraph 2.9, whenever in the Architect's reasonable opinion such action is necessary or advisable to insure the proper conformance to the Contract Documents.

3.2.4 Based upon the Architect's on-site observation and evaluation of the Contractor's Application for Payment, the Architect shall review and certify the amounts due the Contractor. The Architect may recommend to the County that payments be withheld from, or Liquidated Damages be assessed against, a Contractor's Applications for Payment, stating the reasons for such recommendation. The Architect's certification for payment shall constitute a representation that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the Work is in conformity with the Contract Documents and the Contractor is entitled to payment in the amount certified.

3.2.5 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals, within the required time, for the purpose of checking for conformity with the Contract Documents.

3.2.6 The Architect shall prepare all Bulletins and Contract Modifications, including a cost estimate and supportive documentation and data, and shall verify with the County that funds are available for any change to the Work.

3.2.7 The Architect shall conduct inspections to determine the date of Contract Completion and shall receive, review and forward to the appropriate entity all Project record submittals required by the Contract Documents.

3.2.8 The Architect shall render written decisions, within the time specified, on all claims, disputes or other matters in question between the Contractor and the County and shall provide information or services to the County until final disposition of all claims.

ARTICLE 4

4. CONSTRUCTION PHASE COORDINATION

4.1 RESPONSIBILITY OF CONTRACTORS

4.1.1 The Contractor shall afford other Contractors and such Contractor's Subcontractors and Material Suppliers reasonable opportunity for the introduction and storage of materials and execution of Work and shall properly connect and coordinate the Contractor's Work with the Work of other Contractors on the Project. The Contractor shall complete portions of the Work in such order and time as provided in the Construction Schedule.

4.1.2 The Contractor shall perform the Work so as not to interfere, disturb, hinder or delay the Work of other Contractors. The sole remedy which may be provided by the County for any injury, damage or expense resulting from interference, hindrance, disruption or delay caused by or between Contractors or their agents and employees shall be an extension of time in which to complete the Work. This provision is intended to be, and shall be construed as, consistent with, and not in conflict with, Section 4113.62, ORC.

4.1.2.1 Should the Contractor, or the Contractor's Subcontractors or Material Suppliers, cause damage or injury to the property or Work of any other Contractor, or by failure to perform the Work with due diligence, delay, interfere, hinder or disrupt any Contractor who suffers additional expense or damage thereby, the responsible Contractor shall be responsible for such damage, injury or expense.

4.1.2.2 The intent of Paragraph 4.1.2.1 is to benefit the other Contractors on the Project and to demonstrate that each other Contractor who performs Work on the Project is third party beneficiary of the Contract.

4.1.2.3 Claims, disputes or actions between Contractors concerning such damage, injury or expense shall not delay completion of the Work which shall be continued by the parties to any such dispute, action or claim.

4.1.3 If any part of the Contractor's Work is preceded by the Work of another Contractor, the Contractor shall inspect such other Contractor's Work before commencing any Work, and report in writing to the Lead Contractor and the Architect any defects which render the other Contractor's preceding Work unsuitable as related to the Contractor's Work.

4.1.3.1 Failure of the Contractor to make such inspection and report in writing, as required by Paragraph 4.1.3, shall constitute an acceptance of the other Contractor's Work as fit and proper for the reception of the Contractor's Work, except as to latent defects which such inspection fails to disclose.

4.1.4 The Contractor shall supervise the Work in conformity with the coordination of the Lead Contractor and shall take orders and directions from the Lead Contractor and the Architect, to the extent appropriate.

4.1.5 The Contractor shall give reasonable notice to the Architect when the Architect's presence is required for special consultations, inspections or decisions.

4.1.6 If the Contractor fails to perform the Contract according to the requirements of the Contract Documents, such failure to perform may be just cause for the County to find the Contractor is not responsible for consideration of future contract awards. Other factors in determining whether a Bidder is responsible for future contract award include, but are not limited to, the experience of the Bidder, the financial condition of the Bidder, the facilities of the Bidder, the management skills of the Bidder and the ability of the Bidder to execute the contract properly.

4.1.7 The Contractor shall cooperate with the Architect and the Lead Contractor so as not to interfere, disturb, hinder or delay the work of the other Contractors or the responsibilities of the Architect and the Lead Contractor.

4.2 RESPONSIBILITY AND AUTHORITY OF THE LEAD CONTRACTOR

4.2.1 The Lead Contractor shall consult with the County's Project Representative to obtain full knowledge of all rules, regulations or requirements affecting the Project. The Lead Contractor shall establish the regular working hours, subject to approval by the Architect and the County.

4.2.2 The Lead Contractor shall coordinate the Work of all Contractors with each other and with the activities and responsibilities of the Architect and the County to complete the Project in accordance with the Contract Documents.

4.2.2.1 The Lead Contractor may direct the Work of the Contractors to seek adherence to the construction schedule.

4.2.2.2 In the event the Contractor fails to prosecute the Work in accordance with the Construction Schedule, the Lead Contractor may recommend that the Architect act as provided in Paragraph 5.3.

4.2.2.3 Coordination of the Work of the Contractors by the Lead Contractor shall not relieve the Contractor from the Contractor's duty to supervise and direct the Contractor's Work in accordance with the Contract Documents.

4.2.3 The Lead Contractor shall develop the Construction Schedule for the Project in accordance with Paragraph 4.3 and shall prepare and keep current, for the Architect's approval, a schedule of submittals which is coordinated with the Construction Schedule.

4.2.3.1 The Construction Schedule shall not exceed the time limit specified in the Notice to Proceed, shall provide for reasonable, efficient and economical execution of the Work and shall be related to the entire Project to the extent required by the Contract Documents.

4.2.3.2 The Construction Schedule shall be used to plan, organize and execute the Work, record and report actual performance and progress and show how the Lead Contractor plans to coordinate all remaining Work by Contract Completion.

4.2.4 The Lead Contractor shall monitor the progress of the Work for conformance with the Construction Schedule and shall initiate revisions of the Construction Schedule as required by the Contract Documents.

4.2.5 The Lead Contractor shall have the authority to approve the Contractor’s Application for Payment and may recommend to the County that payments be withheld from, or Liquidated Damages be assessed against, a Contractor's Application for Payment, stating the reasons for such recommendation.

4.2.6 In the event of default by any Contractor, the Lead Contractor shall cooperate with the Architect, the County and the defaulting Contractor's Surety to Contract Completion.

4.2.7 The Lead Contractor shall remove all snow and ice as may be required for access to the Project.

4.2.8 The Lead Contractor shall keep a daily log containing a record of weather, number of workers on site for each Contractor, identification of equipment, Work accomplished, problems encountered and other similar relevant data.

4.3 CONSTRUCTION SCHEDULE

4.3.1 The Lead Contractor shall prepare the Construction Schedule for the Project. When the cost estimate for the Project is $100,000 or more, critical path scheduling methods shall be provided.

4.3.1.1 Within seven (7) days of the date of the Notice to Proceed, the Lead Contractor shall furnish to each Contractor a proposed schedule for the prosecution of the Work under the Lead Contractor's Contract.

4.3.1.2 The Contractor shall, within seven (7) days of receipt of the Lead Contractor's proposed schedule, prepare a proposed schedule to coordinate the Contractor’s Work with the Work of the Lead Contractor and submit such proposed schedule to the Lead Contractor.

4.3.2 The Contractor shall cooperate with the Lead Contractor to prepare a Construction Schedule which shall include, without limitation, the following information.

4.3.2.1 A graphic presentation of the sequence of the Work for the Project which includes, without limitation, the Contractor’s resource loading curve;

4.3.2.2 Shop Drawing review and approval, product procurement, fabrication, shop inspection, and delivery dates including lead times;

4.3.2.3 Each phase of the Work, including Punch List, Project close-out requirements, Contract Completion and occupancy;

4.3.2.4 Milestone dates that are required by the Contract Documents;

4.3.2.5 The critical path of the Work, if applicable;

4.3.2.6 Disruptions and shutdowns due to other operations, facilities and functions, if any;

4.3.2.7 The Contractor's signature.

4.3.3 The Lead Contractor shall submit to the Architect, within 30 days of the date of the Notice to Proceed, a proposed Construction Schedule signed by all Contractors.

4.3.3.1 Upon receipt of the proposed Construction Schedule, the Architect shall review and approve the Construction Schedule and submit a copy of the Construction Schedule and schedule of submittals to the County.

4.3.3.2 No payment will be made without a Construction Schedule approved by all the Contractors, the Architect and the County.

4.3.4 Unless otherwise specified by the Contract Documents, the Contractor shall, on a weekly basis, prepare and submit to the Lead Contractor a written report describing activities begun or finished during the preceding week, Work in progress, expected completion of the Work, a projection of all activities to be started or finished in the following two (2) weeks, including without limitation, the Contractor's resource loading curve associated with such Work and any other information requested by the Lead Contractor.

4.3.5 Unless otherwise specified in the Contract Documents, the Lead Contractor shall provide monthly progress reports the Architect and the County which shall include recommendations for adjusting the Construction Schedule to meet milestone completion and Contract Completion dates.

4.3.5.1 When it is apparent to the Lead Contractor or the Architect that critical path activities, scheduled milestone completion dates, or Contract Completion dates will not be met, the Lead Contractor, with the assistance of the Architect, shall submit to the Contractor, for review and approval, a plan to avoid or minimize any delay.

4.3.5.2 Such a plan may include, without limitation, increasing the Contractor's workforce in such quantities as will eliminate the backlog of Work; increasing the number of working hours per shift, shifts per workday, workdays per week, the amount of construction equipment, or any combination thereof; rescheduling of activities to achieve maximum practical concurrency of Work efforts.

4.3.6 Unless otherwise specified in the Contract Documents, the Lead Contractor shall update the Construction Schedule on a monthly basis and upon any approval of all Contractors in accordance with Subparagraph 4.3.5.1.

4.3.6.1 The updated Construction Schedule shall be signed by the Contractor which shall serve as an affirmation that the Contractor can meet the requirements of the updated Construction Schedule.

4.3.6.2 The updated Construction Schedule shall be submitted to the Architect who shall review and approve it and submit a copy to the County.

4.3.6.3 No payment will be made without an updated Construction Schedule approved by all the Contractors, the Architect and the County.

4.4 PARTNERING

4.4.1 In order to most effectively and efficiently accomplish the construction of the Project, the County encourages the formation of a cohesive, mutually beneficial partnering arrangement among all Contractors, the Architect and the County. Such an arrangement will strive to draw on the strengths, skills, and knowledge of each party in an effort to achieve a quality Project, within budget, and on schedule.

4.4.2 The purpose of the partnering arrangement is to build cooperative relationships between the various parties and avoid or minimize disputes and to nurture a more collaborative ethic characterized by trust, cooperation and teamwork. It is intended that this arrangement be a voluntary, non-binding, but formally structured agreement among the parties, leading to an attitude that fosters risk sharing.

4.4.3 To create and implement the partnering arrangement, all parties shall meet prior to the construction of the Project for the purpose of developing a partnering agreement. The agreement shall identify common goals and objectives, develop a problem solution and dispute resolution strategy, and an implementation plan.

4.4.4 Formal contractual relations, responsibilities and liabilities shall not be affected by any partnering agreement. Any cost associated with effectuating this partnership will be agreed to among the parties and will be shared equally with no change in contract price.

4.5 PROGRESS MEETINGS

4.5.1 The Architect shall schedule a weekly progress meeting for all Contractors and other parties involved in the Project. The purpose of the progress meeting is to review progress in the Work during the previous week, discuss anticipated progress during the following weeks, and review critical operations and existing and potential problems.

4.5.2 The Contractor and the Architect shall be represented at every progress meeting by a person authorized with signature authority to make decisions regarding possible modification of the Contract Documents.

4.5.2.1 The Architect shall notify the Contractor of the time and place of the progress meeting which shall thereafter be the same day and hour of the week for the duration of the Project, unless the Architect shall notify the Contractor of a different day and hour at least two (2) days in advance.

4.5.2.2 The Contractor shall have any of the Contractor's Subcontractors and Material Suppliers attend the progress meeting as deemed advisable by the Contractor or as requested by the Architect.

4.5.3 The Architect shall prepare a written report of each progress meeting and distribute such report to the County and the Contractor. The Architect shall not delegate the duty to prepare a written report of each progress meeting.

4.5.3.1 If any person in attendance objects to anything in a report of a progress meeting, the person shall notify the County in writing explaining the objection and shall provide a copy of the notice to other persons as required by Paragraph 1.3.

4.5.3.2 The report of each progress meeting shall reflect any objection made to the report of the previous progress meeting and any response.

4.6 COORDINATION MEETINGS

4.6.1 Unless otherwise specified in the Contract Documents, the Lead Contractor shall schedule a weekly coordination meeting for all Contractors and appropriate Subcontractors and Material Suppliers.

4.6.1.1 The purpose of the coordination meeting is to establish the exact location of each piece of equipment, pipe, duct, conduit, or other component of the Project; to discuss the sequence of construction consistent with the Construction Schedule, and to appropriately share available construction and storage space.

4.6.1.2 Unless otherwise specified in the Contract Documents, the Lead Contractor shall prepare a written report of each coordination meeting and distribute the report to the Architect and the Contractors. The Lead Contractor shall not delegate the duty to prepare a written report of each coordination meeting.

4.6.2 Unless otherwise specified in the Contract Documents, the HVAC Contractor shall prepare one-fourth inch equals one foot scale drawings of all sheet metal work with plan and elevation dimensions to specifically locate all duct work, equipment and HVAC pipe work, either on the same or separate drawings.

4.6.2.1 The HVAC Contractor will provide the drawings to the other Contractors for use in preparing drawings of the Contractor's Work, to specifically locate equipment, piping, conduit and other Work.

4.6.2.2 The Contractor shall resubmit the drawings to the HVAC Contractor showing the location of the Contractor's equipment, piping, conduit, and other Work for preparation of detailed coordination drawings by the HVAC Contractor.

4.6.3 The Contractor shall be represented at every coordination meeting by a person authorized with signature authority to make decisions regarding possible modification of the Contract Documents. The Contractor shall have any of the Contractor's Subcontractors and Material Suppliers attend the coordination meeting as deemed advisable by the Contractor or as requested by the Lead Contractor.

ARTICLE 5

5. COUNTY'S RIGHTS AND RESPONSIBILITIES

5.1 PUBLIC FACILITIES MANAGEMENT

5.1.1 Public Facilities Management serves as the authorized contracting agent for the Lucas County Board of Commissioners on permanent improvement Projects.

5.1.2 Public Facilities Management shall act on behalf of the County and shall competitively bid, execute and administer construction contracts for the County, in compliance with applicable federal, state and local statutes, ordinances, codes and regulations.

5.1.3 Information and services required of the County shall be furnished in good faith and in a timely manner to avoid delay in the progress of the Project.

5.1.4 The County’s officers, agents, employees and consultants shall at all times have access to the Work whenever the Project is in preparation or progress.

5.1.5 Upon the issuance of the Notice to Proceed or at a reasonable time thereafter, the County shall provide the Contractor the Project site in such condition to permit the Contractor to perform the Work.

5.1.6 The County may request any change in the Work.

5.1.7 The County may send directions to the Contractor through the Architect or the Project Representative.

5.1.8 The foregoing are in addition to other rights and responsibilities of the County enumerated herein and especially those in respect to the County's right to prosecute the Work, approve payments and accept the Project.

5.2 PROJECT REPRESENTATIVE

5.2.1 The County shall designate a Project Representative authorized to act on the behalf of the County with respect to decisions required by the County during the Project.

5.2.2 The Project Representative shall at all times have access to the Work whenever the Project is in preparation or progress.

5.3 COUNTY'S RIGHT TO PROSECUTE WORK AND BACKCHARGE CONTRACTOR

5.3.1 If the Contractor fails or neglects to prosecute the Work with the necessary diligence so as to complete the Work within the time specified in the Contract Documents or any portion of the Work by the applicable milestone date as set forth in the Construction Schedule, the Architect shall notify the Contractor in writing of such failure or neglect.

5.3.2 If the Contractor fails or refuses to cure such failure or neglect within three (3) working days after receipt of the written notice, the Architect shall recommend enforcement of the Contract to the County pursuant to Paragraph 3.2.1.5. without prejudice to any other remedy the County may have, the County may employ upon the Work the additional force, or supply the materials or such part of either as is appropriate, to correct the deficiency in the Contractor's Work.

5.3.2.1 In such case, a Contract Modification shall be issued deducting from payments then or thereafter due the Contractor the costs of correcting such deficiency.

5.3.2.2 If the payments then or thereafter due the Contractor are not sufficient to cover such costs, the Contractor and the Contractor's Surety shall pay the amount of the insufficiency to the County.

5.3.2.3 The decision of the County to back charge the Contractor shall be final.

5.4 COUNTY'S RIGHT TO PARTIAL OCCUPANCY

5.4.1 If the County finds it necessary to occupy or use a portion of the Project prior to Contract Completion, such occupancy or use may be accomplished if the Architect informs the County that the area in question has been approved for temporary occupancy by the local permitting authority.

5.4.2 If such Partial Occupancy or use is approved by the County, the Architect will process a Certificate of Substantial Completion and Punch List listing the deficient Work under the Contract, provided that no such occupancy or use shall commence before any insurers providing property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby.

5.4.3 From the date of execution of the Certificate of Substantial Completion by the County, the Contractor shall be relieved of obligation to maintain the accepted portion of the Work, but shall remain obligated to correct any Punch List items then uncorrected. The Contractor shall continue to carry the appropriate insurance during performance of any Punch List Work.

5.4.4 Partial Occupancy or use of the premises by the County shall not constitute acceptance of any Work not in conformity with the Contract Documents. Partial occupancy shall not relieve the Contractor of liability for any express or implied warranties or responsibility for Defective Work.

5.4.5 Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

ARTICLE 6

6. TIME

6.1 TIME OF ESSENCE

6.1.1 Time is of the essence to the Contract Documents and all obligations thereunder. By executing the Contract, the Contractor acknowledges that the time for Contract Completion and any specified milestone completion dates are reasonable, taking into consideration the average climatic range and usual conditions prevailing in the locality of the Project.

6.1.1.1 The Contractor agrees that the Notice to Proceed shall establish the date for commencement of the Work.

6.1.1.2 The Contractor agrees that the County has entered into, or may enter into, agreements for use of all or part of the premises where the Work is to be completed based upon the Contractor achieving Contract Completion within the Contract time.

6.1.1.3 The Contractor agrees that the Work will be prosecuted in a reasonable, efficient and economical sequence, in cooperation with the other Contractors and in the order and time as provided in the Construction Schedule.

6.1.1.4 The Contractor shall perform the Work so as not to interfere, disturb, hinder or delay the Work of other Contractors and such other Contractors' Subcontractors and Material Suppliers.

6.1.1.5 The Contractor agrees that the possibility that the Contractor may be subject to interference, disruption, hindrance or delay in the progress of the Work from any and all causes is within the contemplation of the parties and that the sole remedy for such interference, disruption, hindrance or delay shall be an extension of time granted pursuant to Paragraphs 6.2 except as otherwise required by section 4113.62, ORC.

6.2 EXTENSIONS

6.2.1 If the Contractor is interfered with, disrupted, hindered or delayed at any time in the progress of the Work by any of the following causes, the Contract time shall be extended for such reasonable time which the County determines, in consultation with the Architect, has been caused by the interference, disruption, hindrance or delay in the Work:

6.2.1.1 Delay due to suspension of the Work for which the Contractor is not responsible; inclement weather conditions not normally prevailing in the particular season; labor dispute; fire; flood;

6.2.1.2 Neglect, delay or fault of any Contractor having a Contract for adjoining or contiguous Work; or

6.2.1.3 By any unforeseeable cause beyond the control and without fault or negligence of the Contractor.

6.3 SOLE REMEDY

6.3.1 To the fullest extent permitted by law, any extension of time granted pursuant to Paragraph 6.2 shall be the sole remedy which may be provided by the County and the Contractor shall not be entitled to additional compensation or mitigation of Liquidated Damages for any delay listed in Paragraph 6.2, including, without limitation, costs of acceleration, consequential damages, loss of efficiency, loss of productivity, lost opportunity costs, impact damages, lost profits or other similar remuneration.

6.3.2 The Contractor agrees that the possibility that the Contractor may accelerate its performance to meet the construction schedule is within the contemplation of the parties and that such acceleration is solely within the discretion of the Contractor. This provision is intended to be, and shall be construed as, consistent with, and not in conflict with, section 4113.62, ORC.

6.4 REQUEST FOR EXTENSION

6.4.1 Any request by the Contractor for an extension of time shall be made in writing to the Architect no more than ten (10) days after the initial occurrence of any condition which, in the Contractor's opinion, entitles the Contractor to an extension of time. Failure to timely provide such notice to the Architect shall constitute a waiver by the Contractor of any claim for extension, damages or mitigation of Liquidated Damages, to the fullest extent permitted by law.

6.4.2 The Contractor shall notify the Architect in writing providing the following information.

6.4.2.1 Nature of the interference, disruption, hindrance or delay;

6.4.2.2 Identification of persons, entities and events responsible for the interference, disruption, hindrance or delay;

6.4.2.3 Date (or anticipated date) of commencement of the interference, disruption, hindrance or delay;

6.4.2.4 Activities on the Construction Schedule which may be affected by the interference, disruption, hindrance or delay, or new activities created by the interference, disruption, hindrance or delay and the relationship with existing activities;

6.4.2.5 Anticipated duration of the interference, disruption, hindrance or delay;

6.4.2.6 Specific number of days of extension requested; and

6.4.2.7 Recommended action to avoid or minimize any future interference, disruption, hindrance or delay.

6.5 EVALUATION OF REQUEST

6.5.1 Within ten (10) days of receipt of the Contractor's request, the Architect shall evaluate the facts and extent of any interference, disruption, hindrance or delay to the Work, consult with the County about the request and respond in writing to the Contractor.

6.5.1.1 The Contract Completion time may only be extended by execution of an appropriate Contract Modification.

6.5.1.2 The Lead Contractor shall make any necessary change in the Construction Schedule.

6.6 CRITICAL PATH

6.6.1 Notwithstanding any other provision of the Contract Documents, time extensions will depend upon the extent to which the Work on the Critical Path of the Construction Schedule is affected, if applicable.

6.6.2 A Contract Modification granting a time extension may provide that the Contract Completion date will be extended for only those specific elements so interfered, disrupted, hindered or delayed and that remaining milestone completion dates will not be altered and may further provide for equitable adjustment of Liquidated Damages.

ARTICLE 7

7. CHANGES IN THE WORK

7.1 CHANGE ORDER

7.1.1 The County, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. To the extent the Contract time or Contract price are affected, the Contract will be equitably adjusted by Contract Modification in accordance with this Article and the Contract Modification Procedure and Pricing Guidelines (CO).

7.1.1.1 The Contractor shall proportionately increase the amount of the Bond whenever the Contract price is increased.

7.1.1.2 If notice of any change affecting the Contract is required by the provision of any Bond, the giving of any such notice shall be the Contractor's responsibility, and the amount of each applicable Bond shall be adjusted accordingly.

7.1.2 The Contractor shall not proceed with any change in the Work without the required written authorization. If the Contractor believes that any item is not work required by the Contract Documents, the Contractor shall obtain a Contract Modification before proceeding with such item. Except as provided in Article 8, failure to obtain such a Contract Modification shall constitute a waiver by the Contractor of any claim for additional compensation for such item.

7.1.3 The County reserves the right to cancel or modify any Contract Modification authorization.

7.2 PRICE DETERMINATION

7.2.1 The cost or credit resulting from a change in the Work shall be determined in accordance with the Contract Modification Procedure and Pricing Guidelines.

7.2.1.1 Lump sum Proposals will not be considered or accepted under any circumstances.

7.2.1.2 A Unit Price Proposal shall only be valid when incorporated into the Contract by Contract Modification.

7.2.2 The Contractor shall not assign any portion of the Work to another wherein the Contractor would benefit directly or indirectly from the double application of charges for overhead or profit.

7.2.3 In the event that no agreement can be reached as to the cost or credit resulting from a change in the Work, said cost or credit shall be determined by the County, upon the recommendation of the Architect.

7.2.3.1 The Contractor shall proceed with the Contract Modification Work when so directed by the County.

7.2.3.2 The Contractor may dispute the County’s determination by filing a claim in accordance with Article 8.

7.2.4 The County reserves the right to require notarized invoices for material costs and reserves the right to audit the records of the Contractor and the Contractor's Subcontractors and Material Suppliers.

7.3 DIFFERING SITE CONDITIONS

7.3.1 Unless otherwise specified in the Contract Documents, borings, test excavations and other subsurface information, if any, are incomplete, are not a part of the Contract Documents, and are not warranted to show the actual subsurface conditions and may not be relied upon by the Contractor. Such matters are provided solely to share information available to the County and any use of them by the Contractor is at the risk of the Contractor.

7.3.2 Should the Contractor encounter, during the progress of the Work, concealed physical conditions at the Project, differing materially from those upon which the Contract Documents permit the Contractor to rely and differing materially from those ordinarily encountered and generally recognized as inherent in the Work of the character provided for in the contract, the Contractor shall notify the Architect in writing of such conditions, before they are disturbed.

7.3.3 The County, in consultation with the Architect, will promptly investigate the conditions and if the County finds that such conditions do materially differ from those upon which the Contract Documents permit the Contractor to rely, or differ materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract, causing an increase or decrease in the cost of the Contract, an appropriate Contract Modification shall be processed.

7.3.3.1 The Contractor will only proceed with a proper authorization, in writing, as provided by the Contract Documents.

7.3.3.2 No claim of the Contractor under Paragraph 7.3.3 shall be allowed unless the Contractor provided the notice required in Paragraph 7.3.2.

7.4 TIME EXTENSION

7.4.1 Notwithstanding any other provision of the Contract Documents, time extensions for changes in the Work will depend upon the extent to which the change causes delay in Work on the Critical Path of the Construction Schedule, if applicable, as determined pursuant to Paragraph 6.4 to 6.5.

7.4.2 If the circumstances are that extending the Contract Completion date is not possible, the Contractor shall price all costs of accelerated performance in the Contractor's Proposal.

7.4.3 A Contract Modification granting a time extension may provide that the Contract Completion date will be extended for only those specific elements so delayed and that remaining milestone completion dates will not be altered and may further provide for adjustment of Liquidated Damages.

ARTICLE 8

8. DISPUTE RESOLUTION PROCEDURE

8.1 FILING OF CLAIM

8.1.1 Any claim against the County shall be made in writing to the Architect and filed prior to Contract Completion, provided the Contractor notified the Architect no more than ten (10) days after the initial occurrence of the facts which are the basis of the claim. Failure of the Contractor to timely provide such notice shall constitute a waiver by the Contractor of any claim for additional compensation or for mitigation of Liquidated Damages.

8.1.2 In every such written claim submitted in accordance with Paragraph 8.1, the Contractor shall provide the following information.

8.1.2.1 Amount of the claim, which the Contractor shall certify before a Notary Public is a fair and accurate assessment of the damages suffered by the Contractor;

8.1.2.2 Identification of persons, entities and events responsible for the claim;

8.1.2.3 Activities on the Construction Schedule affected by the claim or new activities created by any event and the relationship with existing activities;

8.1.2.4 Anticipated duration of any interference, disruption, hindrance or delay; and

8.1.2.5 Recommended action to avoid or minimize any future interference, disruption, hindrance or delay.

8.2 INITIAL RESPONSE

8.2.1 The Architect shall, within 30 days of receipt of a claim filed pursuant to Paragraph 8.1, render a decision on the claim unless a mutual agreement is made to extend such time limit.

8.3 FIELD LEVEL REVIEW

8.3.1 The Contractor may appeal the decision of the Architect by providing written notice to the Project Representative within 30 days of the date of the Architect's decision.

8.3.2 The Project Representative shall, within 30 days of receipt of the notice, schedule a meeting in an effort to resolve the claim, unless a mutual agreement is made to extend such time limit. The meeting scheduled by the Project Representative shall be attended by persons expressly and fully authorized to resolve the dispute on behalf of the parties.

8.4 FINAL ADMINISTRATIVE DECISION

8.4.1 If the efforts of the Project Representative do not lead to resolution of the claim, the Contractor may appeal to the Director of Public Facilities Management in writing.

8.4.2 The Director shall, within 30 days of receipt of the notice, render a decision or schedule a meeting, unless a mutual agreement is made to extend such time limit. The purpose of the meeting shall be to settle the issues in dispute.

8.4.2.1 The Director shall, within 60 days of any meeting scheduled pursuant to Paragraph 8.3, render a decision on the claim, unless a mutual agreement is made to extend such time limit.

8.4.2.2 The decision of Director shall be the final and conclusive decision of the County.

8.5 ALTERNATIVE DISPUTE RESOLUTION

8.5.1 If, upon consideration of a claim, the County recommends, and the parties mutually agree, the dispute resolution procedure provided in this Article may be waived, or the claim may be referred to a form of Alternative Dispute Resolution, including a procedure to equitably share the costs of the Alternative Dispute Resolution.

8.6 PERFORMANCE AND PAYMENT

8.6.1 The Contractor shall proceed with performance of the Work during any dispute resolution process, unless otherwise agreed by the Contractor and the County in writing.

8.6.2 The County shall continue to make payment in accordance with the Contract Documents pending final resolution of a claim.

ARTICLE 9

9. CONTRACTOR PAYMENT

9.1 CONTRACT COST BREAKDOWN

9.1.1 Pursuant to Section 153.12, ORC, the Contractor shall submit to the Architect a full, accurate and detailed estimate (the "Contract Cost Breakdown") of the various kinds of labor to be performed and material to be furnished, with separate amounts shown for labor and materials for each branch of Work, following the preferred titles and sequences of Sections of Construction Specifications Institute (CSI) format used by the Architect in developing the Specifications.

9.1.2 The grand total shown on the Contract Cost Breakdown must equal the total Contract price. The County reserves the right to use the approved Contract Cost Breakdown to determine the cost or credit to the County resulting from any change in the Work.

9.1.3 The following items shall be included in the Contractor's Contract Cost Breakdown:

9.1.3.1 Bond, Insurance, Permits and Tests. These items shall be listed at their actual cost.

9.1.3.2 Cleanup. This item shall not be less than 2% of the Contract price.

9.1.3.3 Safety. This item shall not be less than 3% of the value of the labor for this Contract.

9.1.3.4 Closeout. This item shall not be less than 5% of the Contract price.

9.1.3.5 Shop Drawings and Submittals. This item shall be 5% of the Contract price or $50,000, at the discretion of the County. Payment of this line item shall be made only after completion of all shop drawings and submittals.

9.1.4 The amounts for labor and material shall accurately reflect the cost for each item. Separate items shall not be shown for overhead or profit, but shall be included in the totals for labor and materials.

9.1.5 Whenever the material allocation exceeds 55 percent of the Contract price, the Contractor shall provide, upon request, sufficient information to support such higher percentage.

9.1.6 Subcontract Work shall show amounts for labor and materials. Fringe benefits shall be shown as a part of labor costs.

9.1.7 When more than one (1) major structure is included in the Contract, the Contract Cost Breakdown shall be subdivided accordingly if requested by the Architect, with cost details for each structure shown separately.

9.1.8 Unless otherwise specified in the Contract Documents, mechanical and electrical Contractors shall include separate line items for all major pieces of equipment, and group smaller equipment items by type.

9.1.9 The Contract Cost Breakdown will be returned to the Contractor for resubmittal if it does not meet the requirements or contains insufficient items or details of the Work.

9.1.10 No payment will be made without an approved Contract Cost Breakdown.

9.2 APPLICATION FOR PAYMENT

9.2.1 The Contractor shall submit monthly to the Architect an itemized Application for Payment for Work performed based upon the Contract Cost Breakdown.

9.2.1.1 The Application for Payment shall be supported by data substantiating the Contractor's right to payment. The Contractor shall supply such additional documentation as the Architect may request in connection with each payment to the Contractor.

9.2.1.2 Certified payroll reports for the period of time indicated shall be attached to one (1) copy of every Application for Payment, see also Paragraph 18.2.

9.2.1.3 The Contractor shall list on the Application for Payment any approved Contract Modifications processed and performed during the time covered by the Application for Payment.

9.2.2 The Application for Payment shall include the following information:

9.2.2.1 Name and address of bidder.

9.2.2.2 Billing period.

9.2.2.3 Project location.

9.2.2.4 Purchase Order or Contract Number.

9.2.3 The County reserves the right to require proof of the renewal of required insurance as a condition precedent to payment.

9.2.4 The amount of Liquidated Damages to which the County is entitled under the Contract Documents may be deducted from any Application for Payment.

9.3 LABOR PAYMENTS

9.3.1 Partial payments to the Contractor for labor performed under either a Unit Price or lump sum Contract shall be made at the rate of 92 percent of the amount invoiced through the Application for Payment which shows the total Contract Completion at 50 percent or greater, pursuant to Section 153.13, ORC.

9.3.2 After the contract is 50 percent complete, as evidenced by payments in the amount of at least 50 percent of the Contract price to the Contractor, except in the case of Contracts the total of which is less than $15,000, no additional funds shall be retained from payments for labor.

9.4 MATERIAL PAYMENTS

9.4.1 The County shall pay to the Contractor a sum at the rate of 92 percent of the invoice cost, not to exceed the bid amount in a Unit Price or lump sum Contract, for material delivered on the site of the Project, or other point in the vicinity of the Project, or other storage site approved by the Architect, provided the Contractor provides the following information with the Application for Payment:

9.4.1.1 A list of the fabricated materials consigned to the Project, giving the place of storage, together with copies of invoices, in order to verify quantity and cost.

9.4.1.2 A certification of materials stored off site, prepared by the Contractor and signed by the Architect to evidence that the materials are in conformity with the Specifications and have been tagged with the Project name and number for delivery to the Project. All costs incurred by the Architect to visit a storage site, other than the areas adjacent to the Project, shall be paid by the Contractor.

9.4.2 The balance of such invoiced cost shall be paid when such material is incorporated into and becomes a part of the Project.

9.4.3 When payment is allowed on account of material delivered on the site of the Project or in the vicinity thereof or under the possession and control of the Contractor but not yet incorporated therein, such material shall become the property of the County, but if such material is stolen, destroyed, or damaged by casualty

before being used, the Contractor will be required to replace it at the Contractor's expense, pursuant to Section 153.14, ORC.

9.4.4 Completed line items concealed, underground and buried and not subject to final Punch List may be paid for at the rate of 100 percent. Completed line items subject to a final Punch List requiring testing or start-up shall be paid at the rate of 95 percent.

9.5 RETAINAGE

9.5.1 When the major portion of the Project is occupied or in use, and there exists no other reason to withhold retainage, the retained percentages held in connection with such portion shall, upon request of the Contractor, be released and paid to the Contractor, withholding only that amount necessary to assure completion, in the discretion of the County.

9.5.1.1 Any reduction or release of retainage, or portion thereof, shall not be a waiver of the County's right to retainage in connection with other payments to the Contractor, or any other right or remedy the County has under the Contract Documents at law or in equity.

9.5.1.2 Funds not previously paid shall be released to the Contractor within 30 days of approval of a final pay request by the County and execution of the Certificate of Contract Completion by the County.

9.5.2 Upon consent by the Contractor's Surety, the County may reduce the amount of funds retained for the faithful performance of Work by 50 percent of the amount of funds required to be retained, provided the Contractor's Surety remains responsible for all damages that may be caused due to default by the Contractor, including without limitation, the following:

9.5.2.1 Completion of the Work;

9.5.2.2 All interference, disruption, hindrance and delay claims;

9.5.2.3 All Liquidated Damages; and

9.5.2.4 All additional expenses incurred by the County.

9.6 PAYMENTS WITHHELD

9.6.1 The Architect and the Lead Contractor shall have the authority to recommend to the County that payments be withheld from, or Liquidated Damages be assessed against, a Contractor's Application for Payment, stating the reasons for such recommendation.

9.6.2 The County reserves the right to decline to approve any Application for Payment or part thereof, or because of subsequent evidence or inspection, may nullify any previous Application for Payment, in whole or in part, to such extent as may be necessary in the County's opinion to protect the County from loss because of:

9.6.2.1 Defective Work not remedied;

9.6.2.2 Damage caused by the Contractor;

9.6.2.3 Failure to comply with the requirements of Chapter 4115, ORC, "Wages and Hours on Public Works."

9.6.3 If the basis for withholding payment pursuant to Paragraph 9.6.2 is removed, payment shall be made for amounts withheld because of them.

9.6.4 Whenever the County receives a Claim Affidavit, the County shall detain the stated amount from the Contractor's subsequent Application for Payment unless the Contractor provides a release and waiver of lien with the Application for Payment.

9.6.4.1 The release and waiver of lien shall be executed by the person or entity supplying labor, materials or services on a Project, which has or may have a right of lien against the Contractor's proceeds.

9.6.4.2 If the County detains an amount as set forth above, such action shall not be construed as conferring any right on such Subcontractor or Material Supplier, nor as enlarging or altering the application or effect of the existing lien law.

9.7 FINAL APPLICATION FOR PAYMENT

9.7.1 The Contractor, as a condition precedent to execution of the Certificate of Contract Completion and to final payment, shall provide all documents required pursuant to Paragraph 11.1.1 for approval by the Architect.

9.7.1.1 The Contractor shall execute an affidavit to certify that the Contractor has complied with all requirements of Chapter 4115, ORC, "Wages and Hours on Public Works."

9.7.1.2 The Contractor shall execute an affidavit to certify that all Subcontractors and Material Suppliers have been paid in full for all Work performed or materials furnished for the Project.

9.7.2 Payment of the final Application for Payment shall be made within 30 days from the date of approval by the County.

9.7.2.1 The inability of a Contractor to complete Project close-out requirements within the time specified by the Architect shall not be grounds for withholding final payment to another Contractor.

9.7.3 The making of final payment by the County shall constitute a waiver of all claims by the County except those arising after Contract Completion, including, without limitation, the following:

9.7.3.1 Defective or nonconforming Work resulting from latent defects, fraud or gross mistakes;

9.7.3.2 Outstanding liens;

9.7.3.3 Failure of the Contractor to comply with any Warranties required by the Contract Documents.

9.7.4 The acceptance of final payment by the Contractor shall constitute a waiver of all claims against the County except those that the Contractor has previously made in writing and which remain unsettled at the time of final payment. This provision is intended to be, and shall be construed as, consistent with, and not in conflict with, Section 4113.62, ORC.

ARTICLE 10

10. FINAL INSPECTION AND ACCEPTANCE

10.1 CONTRACTOR'S PUNCH LIST

10.1.1 When the Work is near completion, the Contractor shall prepare a list of all deficient items remaining on the Work. Said list shall be known as the Contractor's Punch List.

10.1.1.1 The Contractor shall proceed to correct all items listed on the Contractor's Punch List and verify that the deficient items have been corrected by signing said Punch List.

10.1.1.2 The Contractor shall submit the signed Contractor's Punch list to the Architect, together with a request for a Final Inspection of the Work.

10.2 ARCHITECT'S PUNCH LIST

10.2.1 The Architect shall, within seven (7) days of receipt of the request for Final Inspection, notify the Contractor of acceptance or rejection of the request for Final Inspection, stating reasons for any rejection.

10.2.1.1 Upon acceptance of the Contractor's request, the Architect shall conduct the Final Inspection to determine whether the Work is in conformity with the Contract Documents. The Architect shall notify the Contractor and the County of the scheduled time of the Final Inspection.

10.2.1.2 Within three (3) days of the Final Inspection, the Architect shall notify the Contractor of any items remaining in a deficient or unacceptable condition. The list of such items shall be known as the Architect's Punch List.

10.3 SUBSTANTIAL COMPLETION

10.3.1 Following Final Inspection, if the Work or designated portion thereof is substantially complete to the satisfaction of the Architect and the County, and the County finds it necessary to occupy or use a portion of the Project prior to Contract Completion, the Architect will prepare a Certificate of Substantial Completion.

10.3.2 The Certificate of Substantial Completion shall establish the date of Substantial Completion and shall establish responsibilities of the County and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance.

10.3.3 The Certificate of Substantial Completion shall be submitted to the County and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

10.3.4 Upon such acceptance and consent of surety, if any, the County shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

10.4 CORRECTION OF PUNCH LIST ITEMS

10.4.1 Within 30 days of receipt of the notice required by Paragraph 10.2.1.2, the Contractor shall complete and correct all items remaining on the Architect's Punch List.

10.4.1.1 If the Contractor does not complete the items on the Architect's Punch List within 30 days of receipt of the notice, the provisions of Paragraph 5.3 shall be invoked.

10.4.1.2 If the Work on the Architect's Punch List cannot be completed within 30 days of receipt of the notice, the Contractor shall justify to the reasonable satisfaction of the County the reasons the items cannot be so completed, and the Contractor, the County and the Architect shall agree upon a time when such items will be completed.

10.4.1.3 Failure of the Architect to include any items on the Architect's Punch List shall not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents.

10.5 CERTIFICATE OF CONTRACT COMPLETION

10.5.1 When all items on the Architect's Punch List items have been corrected to the satisfaction of the Architect and the provisions of Paragraphs 11.1 through 11.4 have been fulfilled, the Architect shall process a Certificate of Contract Completion. The County reserves the right of Final Acceptance of the Project.

10.6 DEFERRED ITEMS

10.6.1 With the approval of the Architect, when upon Final Inspection, items of Work cannot be completed because of seasonal condition, such as bituminous paving or landscaping, or if the County agrees that a particular item need not be completed until a subsequent date, the County may release payment to the Contractor less twice the cost of completing the remaining Work as determined in the sole discretion of the County.

ARTICLE 11

11. CONTRACT COMPLETION

11.1 PROJECT RECORD DOCUMENT SUBMITTALS

11.1.1 The Contractor, as a condition precedent to execution of the Certificate of Contract Completion, release of retainage and final payment, shall provide all Project record documents to the Architect for approval, which may include, without limitation:

11.1.1.1 Certificate of Occupancy issued by the appropriate permitting authority;

11.1.1.2 Inspection Certificates required and issued by the appropriate permitting authority, such as Pressure Piping, Elevator, Boiler, Electrical, etc.;

11.1.1.3 Inspection Certificates required and issued by the appropriate permitting authority such as Plumbing or Piping Purification, etc.:

11.1.1.4 Letter of Approval from the appropriate permitting authority for fire suppression system;

11.1.1.5 Operating and Maintenance Manuals, which shall be organized into suitable sets of manageable size. Indexed data shall be bound in individual binders, with pocket folders for folded sheet information and appropriate identification shall be marked on the front and the spine of each binder;

11.1.1.6 Neatly and accurately marked sets of As-Built Drawings and other Contract Documents reflecting the actual construction of the Project;

11.1.1.7 Reproducible detailed Drawings reflecting the exact location of any concealed utilities, mechanical or electrical systems and components;

11.1.1.8 Assignment to the County of all Warranties and Guarantees, including the most recent address and telephone number of any Subcontractors, Material Suppliers, or manufacturers;

11.1.1.9 An affidavit to certify that all Subcontractors and Material Suppliers have been paid in full for all Work performed or materials furnished for the Project;

11.1.1.10 Final certified payroll reports;

11.1.1.11 An affidavit to certify that the Contractor has complied with all requirements of Chapter 4115, ORC, "Wages and Hours on Public Works."

11.2 RECORD DRAWINGS

11.2.1 Upon completion of the Work, the Contractor shall organize the As-Built Drawings into manageable sets, bind the sets with durable paper cover sheets, certify to the accuracy of the As-Built Drawings by signature thereon, and deliver the As-Built Drawings to the Architect.

11.2.2 The Architect shall revise the original contract Drawing tracings or computer files with the information contained on the As-Built Drawings provided by the Contractor. The revised original contract Drawing tracings or computer files shall be labeled "Drawings of Record" and reflect the date of the Architect's revision of the As-Built Drawings. These drawings and files shall be provided to the County in electronic format.

11.2.3 The County may thereafter use the Record Drawings for any purpose relating to the Project including, without limitation, additions to or completion of the Project.

11.3 GUARANTEE AND WARRANTY

11.3.1 The Contractor shall provide a Guarantee to the County that all Work is in conformity with the Contract Documents and free from defects in workmanship, materials and equipment for a period of one (1) year or such longer period as specified in the Contract Documents. The bond shall remain in effect until the expiration of that period unless the Contractor shall provide a Maintenance Bond satisfactory to the County in form and substance.

11.3.1.1 The Guarantee time period shall commence on the date of approval of the Certificate of Contract Completion by the County, unless otherwise provided in writing.

11.3.1.2 The Guarantee time period for any incomplete or uncorrected Work at the time of Partial Occupancy, if any, shall commence with the date of approval of the Certificate of Contract Completion by the County, unless otherwise provided in writing.

11.3.1.3 The Guarantee provided in this Article shall be in addition to, and not in limitation of, any other Guarantee, Warranty or remedy provided by law or by the Contract Documents.

11.3.2 The Contractor shall, prior to installing material or equipment which is subject to a Warranty, provide a copy of the Warranty to the Architect for review and approval.

11.3.3 Should defects in the material or equipment become apparent within the Warranty period, the County shall promptly notify the Contractor in writing and provide a copy of said notice to the Architect.

11.3.3.1 Within ten (10) days of receipt of said notice, the Contractor shall visit the Project in the company of the County to determine the extent of all defects and shall promptly repair or replace the Defective Work, including all adjacent Work damaged as a result of such defects or as a result of remedying the defects, whether or not such adjacent Work was originally provided by the Contractor.

11.3.3.2 If the Defective Work is considered by the County to be an emergency, the County may require the Contractor to visit the Project within one (1) day of receipt of said notice.

11.3.3.3 The Contractor shall be fully responsible for the cost of temporary materials or equipment required during the repair or replacement of the Defective Work.

11.3.4 If the Contractor does not promptly repair or replace Defective Work, the County may repair or replace such Defective Work and charge the cost thereof to the Contractor or the Contractor's Surety.

11.3.5 Work which is repaired or replaced by the Contractor shall be inspected and accepted by the County and shall be guaranteed by the Contractor for one (1) year from the date of acceptance of the corrective Work by the County.

11.4 FINAL CLEANING

11.4.1 At the completion of the Work, the Contractor shall restore all property not designated for alteration by the Contract Documents to as near its original condition as practicable and clean the site of all waste materials and rubbish attributable to the Work, including without limitation:

11.4.1.1 Clean transparent materials, including mirrors and glass in doors and windows, leaving both sides of the glass in a polished condition;

11.4.1.2 Replace chipped, scratched or broken glass or other damaged transparent materials;

11.4.1.3 Remove excess glazing or caulking compound, and other substances that are noticeable vision-obscuring materials;

11.4.1.4 Remove labels that are not permanent, remove marks, stains and soiled spots from finished surfaces;

11.4.1.5 Remove dust, dirt, marks, stains, paint droppings and other blemishes and leave in polished condition all equipment and material with exposed finished surfaces, including, without limitation, ceilings, walls, doors, counter tops, piping, ductwork, air inlet and outlet devices, hangers and supports, unit ventilators, aluminum or stainless steel trim and finish hardware;

11.4.1.6 Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances;

11.4.1.7 Vacuum carpeted surfaces, damp mop all hard floors, sweep paved areas broom clean, rake grounds that are neither paved nor planted to a smooth even-textured surface, and broom clean and damp mop concrete floors;

11.4.1.8 Clean washable air filters or replace all air filters at the Project;

11.4.1.9 Remove all waste materials and rubbish from any roof surface and clean any roof drains;

11.4.1.10 Remove any temporary controls required pursuant to the storm water pollution prevention plan and permit.

11.4.2 At the completion of the Project, the electrical Contractor shall clean all light fixtures, which includes, without limitation, removing bugs, debris, stains, rust and dirt, and replacing any burned out or substantially diminished light bulbs.

11.4.3 Unless otherwise specified in the Contract Documents, the Contractor shall strip, apply one (1) seal coat, two (2) finish coats of wax and shall polish all resilient flooring, except waxless floors.

11.4.4 Should any Work be performed after a final cleaning by the Contractor, the Contractor responsible for such Work shall clean any affected area again as provided above so that upon Contract Completion, the premises shall be left ready for occupancy by the County.

11.4.5 Final cleaning shall be done to the reasonable satisfaction of the Architect and the County.

11.4.5.1 If the Contractor fails to clean up at completion of the Work, the provision of Paragraph 5.3 shall be invoked.

11.4.5.2 If a dispute arises among Contractors as to responsibility for final cleaning, the Architect may authorize another Contractor, or engage a qualified cleaning company, to perform the clean up and deduct the cost from amounts due to those Contractors responsible as the Architect recommends and the County determines to be appropriate. The decision of the County on the responsibility for such cost shall be final.

ARTICLE 12

12. INSURANCE

12.1 CONTRACTOR'S LIABILITY INSURANCE

12.1.1 The Contractor shall purchase and maintain such liability and other insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's performance or obligations under the Contract Documents, whether due to action or inaction by the Contractor or any person for whom the Contractor is responsible.

12.1.1.1 Claims under workers' compensation, occupational sickness or disease, disability benefit and other similar employee benefit acts;

12.1.1.2 Claims for damages because of bodily injury, disease, illness, death or personal injury, and other claims usually covered by bodily injury liability insurance;

12.1.1.3 Claims for damages because of injury to or destruction of property and other claims usually covered by property damage liability insurance.

12.1.2 A Commercial General Liability policy and Business Automobile Liability policy, separately or combined, shall be maintained to provide insurance as set forth below. Such Commercial General Liability and Business Automobile Liability insurance may be either Combined Single Limits or Split Limits as provided below. An Umbrella or Excess Liability policy may be used in combination with the Commercial General Liability and Business Automobile insurance to meet such limits.

12.1.2.1 Contracts in the amount of $100,000 or less shall require coverage in the amount of not less than $1 million general aggregate and per occurrence.

12.1.2.2 Contracts in excess of $100,000 but not more than $5 million shall require coverage in the amount of not less than $3 million general aggregate and per occurrence.

12.1.2.3 Contracts exceeding the amount of $5 million shall require coverage in an amount to be determined by the County but in no case less than $5 million general aggregate and per occurrence.

12.1.2.4 Such policies shall be endorsed to provide that the General Aggregate Limit applies separately to each of the insured Contractor's projects.

12.1.3 If Commercial General Liability and Business Automobile Liability insurance is written with Split Limits, the following minimum limits shall be provided.

12.1.3.1 Contracts in the amount of $100,000 or less shall require coverage in the amount of not less than $500,000 for injuries, including death, to one person, and $1 million per occurrence and $500,000 property damage.

12.1.3.2 Contracts in excess of $100,000 but not more than $5 million shall require coverage in the amount of not less than $1 million for injuries, including death, to one person, and $1 million per occurrence and $1 million property damage, together with an Umbrella or Excess Liability policy of not less than $2 million per occurrence.

12.1.3.3 Contracts exceeding the amount of $5 million shall require coverage in an amount to be determined by the County but in no event shall an Umbrella or Excess Liability limit of less than $4 million be acceptable, along with Commercial General Liability and Business Automobile Liability with limits of not less than $1 million for injuries, including death, to one person, and $1 million per occurrence and $1 million property damage.

12.1.4 For any demolition, blasting, excavating, tunneling, shoring or similar operations, the Contractor shall provide and maintain Property Damage Liability insurance with a limit of liability equal to such limit as specified in the applicable sections of Paragraphs 12.1.2 and 12.1.3.

12.2 BUILDER'S RISK - NEW CONSTRUCTION

12.2.1 Unless otherwise specified in the Contract Documents, the Contractor shall provide and maintain, during the progress of the Work and until the execution of the Certificate of Contract Completion by the County, a Builder's Risk insurance policy to cover all Work in the course of construction including falsework, temporary buildings and structures and materials used in the construction process, stored on or off site, or while in transit. Such insurance shall be on a "Risk of Direct Physical Loss" form policy and shall insure against the perils of fire and extended coverage and physical loss or damage including, without limitation, theft, vandalism, malicious mischief, earthquake, tornado, lightning, explosion, breakage of glass, flood, collapse and water damage. It shall also include debris removal, demolition occasioned by enforcement of any applicable legal requirement, and shall cover reasonable compensation for the County's services and expenses required to limit further loss.

12.2.1.1 Coverage must include provision to pay the reasonable extra costs of expediting temporary and/or permanent repairs to, or permanent replacement of, damaged property. This shall include overtime wages and the extra cost of "express" or other means for rapidly transporting materials and supplies necessary to such repair or replacement.

12.2.1.2 Such Builder's Risk policy shall protect both the Contractor and the County from loss and provide coverage for materials in transit or stored off site and identified for the Project.

12.2.1.3 Coverage for other perils may be required if specified in the Special Conditions.

12.2.2 Unless otherwise specified in the Contract Documents, the Builder's Risk policy shall be written in the amount equal to 100 percent of the Contract price, including landscaping, paving and other site Work.

12.2.3 The Builder's Risk policy shall specifically permit and allow for partial occupancy by the County prior to acceptance of the Project by the County.

12.3 BUILDER'S RISK - RENOVATIONS

12.3.1 When a Contractor is involved solely in the installation of materials and equipment and not in new building construction, the Contractor shall purchase and maintain either a Builder's Risk, Builder's Risk-Renovations, or Installation Floater insurance policy. Such policy shall comply with the provisions of Paragraph 12.2.

12.4 INSURANCE POLICY REQUIREMENTS

12.4.1 Each policy of insurance required to be purchased and maintained by the Contractor shall name the County as an additional insured and each policy and respective Certificate of Insurance shall expressly provide that no less than 30 days prior written notice shall be given to the County in the event of cancellation, non-renewal, expiration or material alteration of the coverage contained in such policy or evidenced by such Certificate of Insurance.

12.4.2 The Contractor shall furnish the County, when requested, a certified copy of any insurance or additional insured endorsement required to be purchased or maintained by the Contract Documents. In no event shall any failure of the County to demand a certified copy of any required insurance or insured endorsement be construed as a waiver of the obligation of the Contractor to obtain insurance required to be purchased or maintained by the Contract Documents.

12.4.3 The Contractor shall maintain all insurance in the required amounts, without interruption, from the date of the execution of the Contract until the date of approval of the Certificate of Contract Completion by the County. Failure to maintain the required insurance during the time specified shall be cause for termination of the Contract.

12.4.4 Insurance policies required to be purchased and maintained by the Contractor may include a reasonable loss deductible, which shall be the responsibility of the Contractor to pay in the event of loss.

12.4.5 The prompt repair or reconstruction of the Work as a result of an insured loss or damage shall be the Contractor's responsibility and shall be accomplished at no additional cost to the County.

12.5 WAIVERS OF SUBROGATION

12.5.1 The County and the Contractor waive all rights against each other for damages caused by fire or other perils to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this Article or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the County as fiduciary.

ARTICLE 13

13. CONTRACT TERMINATION

13.1 SUSPENSION OF THE WORK

13.1.1 If, in the judgment of the County, the Contractor is causing undue risk of damage to any part of the Project or adjacent area, the County may suspend the Work temporarily, either wholly or in part, for such period until, in the judgment of the County, the safe and proper prosecution of the Work may be resumed. The County shall provide notice to the Contractor's Surety of any suspension ordered pursuant to this Article.

13.1.1.1 In case of such suspension, an extension of time, if appropriate, will be allowed as provided in the Contract Documents but no payment will be made to the Contractor for any expense or damages resulting therefrom. This provision is intended to be, and shall be construed as, consistent with, and not in conflict with, Section 4113.62, ORC.

13.1.1.2 Any failure of the County to suspend the Work shall not relieve the Contractor of the Contractor's responsibility to perform the Work safely and in accordance with the Contract Documents.

13.1.2 The Contractor shall, upon receipt of notice of suspension, cease Work on the suspended activities and take all necessary or appropriate steps to limit disbursements and minimize costs with respect thereto. The Contractor shall furnish a report to the County, within five (5) days of receipt of the notice of suspension, describing the status of the Work, including without limitation, results accomplished, conclusions resulting therefrom, and such other information as the County may require.

13.1.3 In the event of suspension under this Article, the Contractor shall be entitled to payment of compensation due under the Contract Documents, upon submission of a proper invoice, for the Work performed prior to receipt of notice of suspension, which shall be payable based upon the Contract Cost Breakdown.

13.2 TERMINATION FOR CONVENIENCE

13.2.1 The County may, at any time upon 20 days written notice to the Contractor, terminate the Contract in whole or in part for the County's convenience and without cause.

13.2.2 Upon receipt of the notice of termination for convenience, the Contractor shall immediately, in accordance with instructions from the County, proceed with performance of the following duties.

13.2.2.1 Cease operation as specified in the notice;

13.2.2.2 Place no further orders and enter into no further subcontracts for materials, labor, services or facilities except as necessary to complete continued portions of the Project;

13.2.2.3 Terminate all subcontracts and orders to the extent they relate to the Work terminated;

13.2.2.4 Proceed to complete the performance of any Work not terminated;

13.2.2.5 Take actions that may be necessary, or that the County may direct, for the protection and preservation of the terminated Work.

13.2.3 Upon such termination, the Contractor shall be paid in accordance with the Contract Cost Breakdown for Work completed, including any amount retained, and the value of materials ordered and delivered, less any salvage credit the Contractor may receive for them.

13.2.3.1 All materials, equipment, facilities and supplies at the Project site, or stored off site, for which the Contractor has been compensated, shall become property of the County.

13.2.3.2 The Contractor shall be entitled to a fair and reasonable profit for all Work performed. In no event shall the Contractor's compensation exceed the total Contract price.

13.2.3.3 Any dispute as to the sum then payable to the Contractor shall be resolved in accordance with the provisions of Article 8 of the General Conditions.

13.3 TERMINATION FOR CAUSE

13.3.1 If the County determines that the Contractor has failed to prosecute the Work with the necessary force, or has refused to remedy any Defective Work, the County shall notify the Contractor and the Contractor's Surety of such failure or refusal. The Contractor shall begin to cure such failure or refusal within five (5) days of receipt of the notice.

13.3.2 If the Contractor fails to cure such failure or refusal within 20 days of receipt of the notice, the County may terminate the Contract and employ upon the Work the additional force, or supply the materials or such part of either as is appropriate, and may remove Defective Work.

13.3.3 If the Contractor is so terminated, the Contractor's Surety shall have the option to perform the Contract. If the Contractor's Surety does not commence performance of the Contract within ten (10) days of the date on which the Contract was terminated, the County may complete the Work by such means as the County deems appropriate. The County may take possession of and use all materials, facilities and equipment at the Project site or stored off site for which the County has paid.

13.3.4 If the Contractor is so terminated, the Contractor shall not be entitled to any further payment. If the County completes the Work and if the cost of completing the Work exceeds the balance of the Contract price, including compensation for all direct and consequential damages incurred by the County as a result of the termination, such excess shall be paid by the Contractor or the Contractor's Surety.

13.3.5 If the Contractor's Surety performs the Work, the provisions of the Contract Documents shall govern such Surety's performance, with the Surety being substituted for the Contractor in all such provisions

including, without limitation, provisions for payment for the Work and provisions about the right of the County to complete the Work.

13.3.6 Upon a final determination, either by a court or by arbitrators having jurisdiction, that the termination pursuant to Paragraph 13.3.1 was improper, the termination will be deemed to be a termination for convenience.

13.3.7 The Contractor's sole remedy for a wrongful termination by the County shall be limited to recovery of profit on Work completed prior to such declaration.

13.4 CONTRACTOR BANKRUPTCY

13.4.1 If the Contractor shall file a voluntary petition in bankruptcy or shall have an involuntary petition in bankruptcy filed against the Contractor, or if the Contractor makes a general assignment for the benefit of creditors, or if a receiver is appointed for all or a substantial part of the Contractor's business or property, the County shall serve written notice on the Contractor and the Contractor's Surety stating that any failure of the Contractor to provide adequate assurances of continued performance will be considered a rejection of the Contract, which shall result in termination of the Contract for cause. Such termination of the Contract need not be evidenced by an order of any court rejecting the Contract.

13.4.2 Upon a final determination, either by a court or by arbitrators having jurisdiction, that the termination pursuant to Paragraph 13.4.1 was improper, the termination will be deemed to be a termination for convenience.

13.4.3 The Contractor's sole remedy for a wrongful declaration of default by the County shall be limited to recovery of profit on Work completed prior to such declaration.

ARTICLE 14

14. SHOP DRAWINGS AND SAMPLES

14.1 DESCRIPTION

14.1.1 Shop Drawings, Samples and other submittals shall be provided by the Contractor for any item required by the Contract Documents but not fully described in the Drawings and Specifications, unless waived by the Architect, and shall include, without limitation:

14.1.1.1 Construction of the various parts, method of joinery, type of material, grade, quality and thickness of material, alloy of material, profiles of all sections, reinforcement, method of hanging doors or installing windows, anchorage, type and grade of finish.

14.1.1.2 Capacities, types of materials and performance charts that are pertinent to the materials and performance charts that are pertinent to the equipment item. Wiring diagrams, control diagrams, schematic diagrams, working and erection dimensions, arrangement and specifications.

14.2 FORM OF SUBMITTALS

14.2.1 The Contractor shall provide a submittal letter and shall stamp and submit the Shop Drawings or other submittals to the Architect in accordance with a schedule established by the Architect and the Contractor.

14.2.1.1 Unless otherwise specified in the Contract Documents, the Contractor shall submit one (1) mylar and three (3) prints of all Shop Drawings and four (4) copies of any other submittal.

14.2.1.2 The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show the Architect the materials and equipment which the Contractor proposes to provide.

14.2.1.3 Each Sample will be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which intended and other uses as the Architect may require to enable the Architect to review the submittal.

14.3 VARIATION FROM CONTRACT DOCUMENTS

14.3.1 If the Shop Drawings or other submittals show variations from the requirements of the Contract Documents, the Contractor shall make specific mention of such variations in the Contractor's letter of submittal to the Architect.

14.3.1.1 If the variation is acceptable to the Architect, the Architect shall recommend acceptance of the variation to the Project Representative for approval.

14.3.1.2 The Contractor shall not be relieved of any responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings or Samples.

14.4 CONTRACTOR'S REVIEW

14.4.1 All Shop Drawings, Samples and other submittals shall be reviewed and stamped by the Contractor prior to submittal to the Architect. If it is apparent to the Architect that the Contractor has not reviewed the submittals, or has conducted an incomplete review, the Architect shall reject the submittals.

14.4.1.1 Correction of dimensions, location of various items, encroachments of Work of other Contractors or variations from the requirements of the Contract Documents shall be made or corrected by the Contractor.

14.4.1.2 If required by the Contract Documents or applicable law, the Contractor shall have the Shop Drawings or other submittals prepared by persons and entities possessing expertise and experience in an appropriate trade or profession or by a licensed architect, engineer or other professional.

14.5 ARCHITECT'S REVIEW

14.5.1 The Architect shall review and approve or disapprove Shop Drawings, Samples or other submittals within 15 days of receipt or in accordance with the approved submittal schedule or such other period of time as is mutually agreed by the Architect and the Contractor.

14.5.1.1 The Contractor shall make any corrections required by the Architect and shall resubmit the required number of corrected copies of Shop Drawings, product data, Samples or other submittals until approved, which resubmission shall be acted upon by the Architect with 15 days of receipt or such other period of time as is mutually agreed by the Architect and the Contractor.

14.5.1.2 When resubmitting submittals, the Contractor shall direct the Architect's attention to any revisions made by noting such revisions on the resubmitted submittal.

14.5.1.3 All costs incurred by the Architect in reviewing resubmittals of resubmittals, for reason of failure of the initial submittal to meet the requirements of the Contract Documents, shall be paid by the Contractor.

14.6 RISK OF NONPAYMENT

14.6.1 No portion of the Work requiring a Shop Drawing or other submittal shall be commenced until the submittal has been approved by the Architect. Any Work commenced by the Contractor prior to final approval of the Shop Drawings or other submittal by the Architect shall be performed by the Contractor under risk that no payment will be approved or made by the County for such Work.

14.7 SCOPE OF ARCHITECT'S REVIEW

14.7.1 The Architect's review and approval is to determine if the items covered by the submittals will, after installation and incorporation into the Work, conform to the Contract Documents and be compatible with the design concept of the Project as a functioning whole.

14.7.1.1 The Architect's review and approval shall not extend to means, methods, techniques, sequences, procedure of construction or to safety precautions or programs incident thereto.

14.7.1.2 The review and approval of a separate item will not indicate approval of the assembly in which the item functions.

14.8 EQUIPMENT STATEMENT

14.8.1 Shop Drawings on all equipment shall include the following written statement from the manufacturer of the equipment:

14.8.1.1 "This equipment submitted for approval shall perform as specified when installed by the Contractor in the arrangement shown on this drawing and in the Contract Documents and in conjunction with all other accessories such as flues, breaching, piping, controls and equipment not furnished by this manufacturer but required as an accessory or supplement to this equipment, providing that the accessory or supplementary items perform as specified and are installed as shown in the Contract Documents."

ARTICLE 15

15. SUBCONTRACTORS AND MATERIAL SUPPLIERS

15.1 COUNTY'S APPROVAL

15.1.1 Within ten (10) days of the Notice to Proceed, the Contractor shall prepare a list of the Contractor's proposed Subcontractors and Material Suppliers, and submit their names to the Architect for the County's approval.

15.1.1.1 The County reserves the right to reject any Subcontractor or Material Supplier. Failure of the Architect to notify the Contractor of rejection within ten (10) days of receipt of the list shall constitute notice that the County has no objection.

15.1.1.2 If the County rejects any Subcontractor or Material Supplier, the Contractor shall replace the Subcontractor or Material Supplier at no additional cost to the County.

15.2 REPLACEMENT

15.2.1 The Contractor shall not replace any Subcontractor or Material Supplier after execution of the Contract without written approval of the County.

15.3 CONTRACTOR'S RESPONSIBILITY

15.3.1 The Contractor shall be fully responsible for all acts and omissions of the Contractor's Subcontractors and Material Suppliers and shall be responsible for scheduling and coordinating the Work of the Contractor's Subcontractors and Material Suppliers with the Lead Contractor.

15.3.1.1 Delays, interference, disruption, hindrance attributable to the Contractor's Subcontractors or Material Suppliers shall be deemed to be within the control of the Contractor.

15.3.1.2 The Contractor shall require that each of the Contractor's Subcontractors have a competent supervisor at the Project whenever Work is being performed by the Subcontractor.

15.3.1.3 The Contractor agrees to bind the Contractor's Subcontractor and Material Supplier to the terms of the Contract Documents, so far as applicable to the Work of such Subcontractor or Material Supplier.

15.4 WARRANTY AND GUARANTEE

15.4.1 The Contractor shall require each Subcontractor and Material Supplier to fully warrant and guarantee, for the benefit of the County, the effectiveness, fitness for the purpose intended, quality and merchantability of any Work performed or item provided or installed by such Subcontractor or Material Supplier.

15.5 PROMPT PAYMENT

15.5.1 Pursuant to Section 4113.61(A)(1), ORC, if a Subcontractor or Material Supplier requests payment in time to allow the Contractor to include the request in the Contractor's Application for Payment, the Contractor shall pay within ten (10) days after receipt of payment from the County:

15.5.1.1 To a Subcontractor an amount equal to percent of completion allowed by the County for the Subcontractor's Work,

15.5.1.2 To a Material Supplier an amount equal to all or a portion of the Material Supplier's request for materials furnished.

15.5.2 The Contractor may reduce the amount to be paid to a Subcontractor or Material Supplier pursuant to Paragraph 15.5.1 by the amount of any retainage withheld from the Contractor and may withhold amounts necessary to resolve disputed liens or claims involving the Work of the Subcontractor or Material Supplier.

15.5.3 If the Contractor fails to comply with the provision of Paragraph 15.5, the Contractor shall pay to the applicable Subcontractor or Material Supplier 18 percent interest on any unpaid amount beginning on the 11th day after receipt of payment from the County.

15.6 CLAIM AFFIDAVIT

15.6.1 In order to establish lien rights, Subcontractors and Material Suppliers not in privity of contract with the Contractor must serve a notice of furnishing on the Contractor whose contract is the contract under which the Subcontractor or Material Supplier is performing, pursuant to Section 1311.261, ORC.

15.6.1.1 The notice of furnishing must be served upon the Contractor within 21 days of performing the Work or furnishing the materials.

15.6.1.2 Subcontractors and Material Suppliers not in privity of contract with the Contractor must, at the time of filing a Claim Affidavit with the County's Project Representative, provide a copy of the notice of furnishing and proof that it was received by the Contractor.

15.6.2 In order to establish lien rights pursuant to Section 1311.26, ORC, a claimant must file a Claim Affidavit with the County's Project Representative, within 120 days from the date of the last Work or furnishing of materials.

15.6.2.1 In order to receive priority over similar claims, the claimant must file a copy of the claim with the county recorder's office within 30 days of serving the County's Project Representative, pursuant to Section 1311.29, ORC.

15.6.2.2 All claimants who serve the County's Project Representative, and file with the county recorder within 30 days, have no priority among themselves and share in the funds prorata.

15.6.2.3 Claimants who file with the County's Project Representative, but not with the county recorder, are paid only if there are sufficient funds left after paying those claimants who file with the county recorder.

15.6.3 The County shall notify the Contractor of the receipt of the claim within five (5) days of receiving the Claim Affidavit. A copy of the Claim Affidavit and a statement advising the Contractor of the Contractor's right to dispute the claim will accompany the County's notice.

15.6.3.1 The Contractor shall have 20 days to dispute said claim.

15.6.3.2 If the Contractor does not notify the County in writing of an intention to dispute the claim within 20 days after receipt of the Claim Affidavit, the Contractor is deemed to have assented to its correctness, pursuant to Section 1311.31, ORC.

15.6.4 The County shall detain the amount stated in the Claim Affidavit from subsequent Applications for Payment and deposit said amount in an escrow account in accordance with a general escrow agreement between the County and a bank in the State in fulfillment of the requirements of Section 153.63, ORC.

15.6.4.1 The escrow agent shall hold the deposit and any interest earned thereon until receipt of notice from the County specifying an amount to be released and the person to whom the amount is to be released.

15.6.4.2 The County reserves the right to pay a Claim Affidavit which is not timely disputed, pursuant to Section 1311.31, ORC.

15.7 CLAIMS AGAINST THE BOND

15.7.1 Pursuant to Section 153.56, ORC, laborers, Subcontractors or Material Suppliers who have furnished or delivered labor or materials to the Project may, at any time after performing the labor or delivering the materials, but not later than 90 days after the acceptance of the Project by the County, furnish the Surety a statement of the amount due.

15.7.2 After furnishing the statement, laborers, Subcontractors or Material Suppliers must wait 60 days to bring a suit for the amount due. If the Surety has not paid the claim at the expiration of 60 days, laborers, Subcontractors or Material Suppliers may bring suit for amounts not paid, but must bring the suit within one (1) year of the acceptance of the Project by the County.

ARTICLE 16

16. INDEMNIFICATION

16.1 INDEMNIFICATION FOR INJURY OR DAMAGE

16.1.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County and the Architect, their respective officers, consultants, agents and employees, in both individual and official capacities, from and against all claims, damages, losses and expenses, direct, indirect or consequential arising out of or allegedly arising out of or resulting from the Work.

16.1.1.1 In the event of any such injury, including death, or loss or damage, or claims therefor, the Contractor shall give prompt notice thereof to the County.

16.1.1.2 This provision is intended to be, and shall be construed, as consistent with, and not in conflict with, Section 2305.31, ORC.

16.1.2 The indemnification obligations of the Contractor under Paragraph 16.1.1 shall not extend to the liability of the Architect, the Architect's consultants, agents or employees for negligent preparation or approval of Drawings, Specification, Contract Modifications, opinions, and any other responsibility of the Architect, except to the extent covered by the Contractor's insurance.

16.2 INDEMNIFICATION FOR PATENT OR COPYRIGHT USE

16.2.1 To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless and defend the County and the Architect, their respective members, officers, consultants, agents, representatives and employees, in both individual and official capacities from and against all claims, damages, losses and expenses arising out of the Contractor’s infringement of patent rights or copyrights.

ARTICLE 17

17. AUDITS AND RECORDS

17.1 EXAMINATION

17.1.1 The County shall have the right to examine all books, records, documents and other data of the Contractor and of the Contractor's Subcontractors and Material Suppliers related to the bidding, pricing or performance of the Work for the purpose of evaluating any claim filed pursuant to Article 8 of the General Conditions.

17.1.2 Contractor, Subcontractor or Material Supplier, as applicable, shall retain such records and make them available at all reasonable times for inspection, audit and reproduction until the expiration of six (6) years after the date of acceptance of the Project by the County.

17.1.3 To the extent that the Contractor, Subcontractor or Material Supplier, as applicable, informs the County in writing that any documents copied by the County are trade secrets, the County shall treat such documents as trade secrets of the Contractor, Subcontractor or Material Supplier, as applicable. In the event any dispute arises with any other person about whether such other person should be given access to the documents, the Contractor, Subcontractor or Material Supplier, as applicable, agrees to indemnify the County against all costs, expenses, and damages, including without limitation attorney fees, incurred by reason of that dispute.

17.1.4 The right of inspection, audit and reproduction shall extend to all documents necessary to permit adequate evaluation of the cost of pricing data submitted along with the computations and projections used therein.

17.1.5 If the Contract has been terminated, in whole or in part, the records relating to the Work terminated shall be made available to the County or County for a period of three (3) years from the date of any applicable final settlement.

17.1.6 Records which relate to disputes, litigation, or settlement of claims arising out of the performance of the Work shall be made available until such dispute, litigation or claims have been finally decided or settled.

ARTICLE 18

18. PREVAILING WAGE PAYROLL SUBMITTALS

18.1 PAYROLL SCHEDULE

18.1.1 Within ten (10) days of the date of the Notice to Proceed, the Contractor shall provide the County's Prevailing Wage Coordinator a schedule of dates during the term of the Contract on which wages will be paid to employees for the Project.

18.2 PAYROLL REPORTS

18.2.1 The Contractor shall submit payroll reports with each Application for Payment, which reports shall be certified by the Contractor that the payroll is correct and complete and the wage rates shown are not less than those required by the Contract. The Contractor shall be responsible for submitting all payroll reports of the Contractor's Subcontractors.

18.2.1.1 The payroll report shall indicate the period covered and shall include a list containing the name, address and social security number of each employee of the Contractor and the Contractor's Subcontractors paid for the Work.

18.2.1.2 The payroll report shall list the number of hours each employee worked each day on the Project during the reporting period, the total hours each week on the Project, the employee's hourly rate of pay, job classification, fringe benefits and all deductions from wages and net pay.

18.2.1.3 The payroll report shall also list each fringe benefit and state if it is paid as cash to the employee or to a named plan.

18.2.1.4 The Contractor and the Contractor's Subcontractors shall also submit apprenticeship agreements for all apprentices utilized on the Project.

ARTICLE 19

19. PERFORMANCE EVALUATIONS

19.1 CONTRACTOR PERFORMANCE

19.1.1 The Architect and the County shall, at the completion of the Project or as determined by the County, evaluate the Contractor's performance. The evaluation form shall be submitted to the County.

19.1.1.1 The Contractor may request a copy of the completed evaluation form. If the Contractor wishes to comment or take exception to any rating or remark, the Contractor shall send a response in writing to the County with a copy to the Architect.

19.1.1.2 The evaluation shall be used by the County in determining the responsibility of the Contractor for award of future contracts.

19.2 ARCHITECT PERFORMANCE

19.2.1 The County and the Contractor shall, at the completion of the Project or as determined by the County, participate in the evaluation of the Architect's performance. The evaluation form shall be submitted to the County.

19.2.1.1 The Architect may request a copy of the completed evaluation form. If the Architect wishes to comment or take exception to any rating or remark, the Architect shall send a response in writing to the County, with a copy to Contractor.

19.2.1.2 The evaluation shall be used by the County in determining the qualifications of the Architect for award of future contracts.

ARTICLE 20

20. MISCELLANEOUS

20.1 TAXES

20.1.1 Only those materials which ultimately become a part of the completed structure or improvement which constitutes the Project will be exempt from State sales tax as provided in Section 5739.02, ORC, and State use tax as provided in Section 5741.01, ORC.

20.1.2 The purchase, lease or rental of material, equipment, parts or expendable items such as form lumber, tools, oils, greases and fuels, which are used in connection with the Work, are subject to the application of State sales tax and State use tax.

20.2 ROYALTIES AND PATENTS

20.2.1 The Contractor shall pay all royalties, license fees and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

20.2.2 If a particular invention, design, process, product or device is specified in the Contract Documents and if, to the knowledge of the Architect, use of the specified item is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Architect in the Contract Documents.

20.2.2.1 If the Contractor has reason to believe that use of the specified item is subject to patent or copyright protection, the Contractor shall immediately notify the County.

20.3 ASSIGNMENT OF ANTITRUST CLAIMS

20.3.1 By executing the Contract, the Contractor assigns, conveys and transfers to the County any right, title and interest to any claims or causes of action it may have or acquire under State or federal antitrust laws relating to any goods, products, or services purchased, procured or rendered to the County pursuant to the Contract.

20.4 BOND REDUCTION

20.4.1 Pursuant to Section 153.80, ORC and upon notice and consent of the Contractor's Surety, the County may reduce the Bond by 25 percent of the total amount of the Bond after at least 50 percent of the Work has been completed, and by 50 percent after at least 75 percent of the Work has been completed, provided that all of the following conditions are met:

20.4.1.1 The County determines that the percentage of Work that has been completed at the time of determination has been satisfactorily performed and meets the terms of the Contract Documents, including a provision in regard to the time when the whole or any specified portion of the Work must be completed;

20.4.1.2 The County determines that no disputed claim caused by the Contractor exists or remains unresolved;

20.4.1.3 The bid upon which the Contract is based was not more than ten (10) percent below the next lowest bid or not more than ten (10) percent below the cost estimate for the Work as published in the Notice to Bidders.

20.5 PROJECT IDENTIFICATION SIGN

20.5.1 Unless otherwise specified in the Contract Documents, the Lead Contractor shall furnish and erect a Project identification sign within 30 days of the date of the Notice to Proceed, which sign shall be in accordance with a sketch provided by the Architect.

20.5.2 The sign shall be maintained in good condition until the completion of the Project at which time it shall be removed by the entity providing same.

20.5.3 Any cost associated with moving or repairing the Project identification sign during the progress of the Project shall be the responsibility of the entity providing same.

ARTICLE 21

21. DEFINITIONS

21.1 Addenda or Addendum - A written or graphic instruction issued prior to the opening of bids which clarifies, amends or interprets the Contract Documents.

21.2 Alternate - A proposed change in the Work described in the Contract Documents providing the County with an option to select between alternative materials, products or systems, or to add or delete portions of the Work.

21.3 Alternative Dispute Resolution - A method of resolving disputes other than arbitration or litigation.

21.4 Application for Payment - The form furnished by the County that is to be used by the Contractor in requesting progress payments and which when signed by the Contractor shall serve as an affidavit that payments previously paid by the County have been applied by the Contractor to discharge in full all of Contractor's obligations incurred in connection with the Work covered by all prior Applications for Payment.

21.5 Approved Equal - Material, equipment or method proposed by the Contractor and approved by the County for incorporation in or use in the Work as being equivalent to essential attributes of the material, equipment or method specified in the Contract Documents.

21.6 As-Built Drawings - Drawings or computer files revised by the Contractor to show changes made during the construction process.

21.7 Architect - The individual or firm responsible for providing professional design services and contract administration for the Project according to an Agreement with the County.

21.8 Base Bid - The amount of money stated in a bid as the sum for which the Bidder offers to perform the Work described in the Contract Documents, exclusive of adjustments for Alternate bids.

21.9 Bid Form - The form furnished by the County that is to be completed, signed and submitted as the Bidder's bid.

21.10 Bidder - A person or entity who submits a bid for a public improvement contract with the County.

21.11 Bid Guaranty - The bond or other instrument of security furnished by the bidder to provide assurance that the bidder will execute the contract.

21.12 Bond - Bid, performance and payment bonds and other instruments of security, furnished by the Contractor and the Contractor's Surety in accordance with Sections 153.54 to 153.57, ORC.

21.13 Bulletin - A document issued by the Architect after the execution of the Contract requesting a Proposal from the Contractor which, if approved as provided in the Contract Documents, will cause the execution of a Contract Modification to modify, amend or alter the Contract Documents.

21.14 Claim Affidavit - A claim on the funds that are due to a Contractor, created by statute in favor of a person supplying labor, materials or services for the value of labor, materials or services supplied by the claimant.

21.15 Construction Budget - The total amount budgeted by the County for the construction Contracts required for the Project.

21.16 Construction Schedule - The schedule for the construction of the Project showing the time for completing the Work, the planned sequence for performing the Work, the Contractor’s resource loading curve and the interrelationship between the activities of the Contractors and the County.

21.17 Contract Completion - The date upon which all deficiencies noted in the Punch List have been corrected, the Contractor's Work is 100 percent complete, and the Contractor has complied with all conditions precedent to final payment and release of retainage.

21.18 Contract Cost Breakdown - A statement furnished by the Contractor to the County reflecting the portions of the Contract price allocated to the various portions of the Work and used as the basis for reviewing the Contractor's Applications for Payment.

21.19 Contract Documents - Collectively, the Drawings, Specifications, Addenda, Notice to Bidders, Instructions to Bidders, Definitions, Bid Form, Contract and Attachments, Bond, Bulletins, Shop Drawings, Contract Modifications, Contract Modification Procedure and Pricing Guidelines and Standard Conditions of the Contract (General and Special).

21.20 Contract Modification - A document recommended by the Architect, authorized by the County, issued after execution of the Contract, which authorizes a change in the Work or an adjustment in the Contract price or Contract time.

21.21 Contractor - A successful Bidder with whom the County has entered into an Contract for the performance of Work on the Project in cooperation with other Contractors and persons and in accordance with the Contract Documents. The word Contractor in the Contract Documents shall apply with equal force to the Lead Contractor.

21.22 Day - Calendar day, unless otherwise expressly specified to mean a working day.

21.23 Defective - When modifying the word Work, refers to Work that does not conform to the Contract Documents, or does not meet the requirements of any applicable statute, rule or regulation, inspection, reference standard, test or approval, or has been damaged prior to the Architect's recommendation of final payment, unless responsibility for the protection thereof has been expressly assumed by the County.

21.24 County - The Board of Commissioners of Lucas County, Ohio, and it's authorized representatives.

21.25 Design Schedule - The schedule of the Architect's services showing start and completion of the following milestone events: predesign, schematic design, design development, construction documents, bidding, contract award, construction, project close-out and Project record document submittals.

21.26 Detailed Estimate of Construction Cost - A detailed cost estimate for the construction of the Project with subtotals for each separate bid item and Alternate bid item, prepared by the Architect upon completion of the design development phase.

21.27 Drawings - The graphic and pictorial portions of the Contract Documents, showing the design, type of construction, location, dimension and character of the Work to be provided by the Contractor, generally including plans, elevations, sections, details, schedules, diagrams, notes and portions of Specification.

21.28 Emergency Contract Modification - An emergency change in the Work costing not more than $15,000 and initiated by the Director of Public Facilities Management pursuant to the Contract Modification Procedure and Pricing Guidelines.

21.29 Field Work Order - A written order issued by the Project Representative that clarifies or interprets the Contract Documents or orders a change to the Work which is estimated to cost not more than $3,000.

21.30 Final Acceptance - The County's acceptance of the Project from the Contractor upon certification by the Architect of Contract Completion.

21.31 Final Inspection - Final review of the Work of the Contractor by the Architect to determine whether issuance of the Certificate of Contract Completion is appropriate.

21.32 Guarantee - Legally enforceable assurance, for a period of one year from Contract Completion, of quality or performance of the Contractor's workmanship.

21.33 **Lead Contractor** - The Contractor identified by the County in the Notice to Bidders as responsible for scheduling the Project, coordinating the Contractors and providing other services identified in the Contract Documents.

21.34 Liquidated Damages - The sum established in the Contract Documents as the predetermined measure of damages to be paid to the County due to the Contractor's failure to complete the Work, or portions thereof, within a stipulated time.

21.35 Material Supplier - A person or entity who furnishes materials or supplies for Work on a Project.

21.36 Notice of Intent to Award - The notice provided to the apparently successful Bidder stating that upon satisfactory compliance with all conditions precedent for Contract execution, within the time specified, the County intends to execute a Contract with the Bidder.

21.37 Notice of Commencement - The notice prepared by the County identifying the Project, the Contractors, the Surety for each Contractor and the name of the County's Project Representative upon whom a Claim Affidavit may be served.

21.38 Notice to Proceed - A notice provided by the County to the Contractor authorizing the Contractor to proceed with the Work and establishing the date for commencement of the Work.

21.39 Or Equal - See Approved Equal.

21.40 ORC - The Ohio Revised Code.

21.41 Owner - The Board of Commissioners of Lucas County, Ohio.

21.42 Partial Occupancy - The stage in the progress of the Work when the Project, or a designated portion thereof, is sufficiently complete in accordance with the Contract Documents so the County can occupy or utilize the Project, or designated portion thereof, for its intended use.

21.43 Project - The public improvement to be constructed, of which the Work performed under the Contract Documents may be the whole or a part.

21.44 Project Representative - The designated representative of the County who is assigned to the Project to consult with the Architect and the Contractor, and authorized to perform specific responsibilities of the County.

21.45 Program of Requirements - A detailed description of the requirements of the County for the Project.

21.46 Proposal - The offer of a Contractor to complete the Work set forth in a Bulletin or scope of work description.

21.47 Public Facilities Management - The agency within the County, acting on behalf of the Board of Commissioners of Lucas County to administer public improvement Projects.

21.48 Punch List - A list of items of Work to be completed or corrected by the Contractor as a condition precedent to Contract Completion.

21.49 Record Drawings - Drawings or computer files revised by the Architect to show the changes made during the construction process, based on the As-Built Drawings furnished by the Contractor to the Architect.

21.50 Samples - Physical examples furnished by the Contractor to illustrate materials, equipment or workmanship and establish Standards by which the Work will be judged.

21.51 Schedule of Values - See Contract Cost Breakdown.

21.52 Shop Drawings - Drawings, diagrams, illustrations, schedules, performance charts, brochures, catalog data and other data specially prepared or provided by the Contractor, a Subcontractor or Material Supplier to illustrate some portion of the Work.

21.53 Special Conditions - Amendments to the Standard Conditions, which describe conditions unique to a particular Project, including without limitation, provisions regarding the assignment of responsibility for refuse removal and for safety and security precautions and programs, regarding temporary Project facilities and utilities, weather and fire protection, scaffolding and equipment, materials and services to be used commonly by Contractors and requiring Contractors to provide assistance in the utilization of any applicable equipment system, preparation of operation and maintenance manuals, and training of County personnel for operation and maintenance of the Project.

21.54 Specifications - Those portions of the Contract Documents consisting of the written requirements and standards for materials, equipment, construction systems and workmanship as applied to the Work and certain administrative details applicable thereto.

21.55 Standard - The items named in the Specifications or Addendum to denote kind, quality or performance requirement for each significant portion of the Work. All bids or Proposals shall be based on the trade names, catalog numbers, manufacturers, materials or equipment named in the Specifications or Addendum.

21.56 Standard Conditions - The standard terms and conditions of the Contract for construction, as in effect from time to time.

21.57 Statement of Probable Construction Cost - A cost estimate for the construction of the Project based on current area volume and other unit costs and a preliminary Project schedule, prepared by the Architect upon completion of the Schematic Design Phase.

21.58 Subcontractor - A person or entity who undertakes to construct, alter, erect, improve, repair, demolish, remove, dig or drill any part of the Project under a contract with any person other than the County, Section 1311.25(E), ORC.

21.59 Substantial Completion - the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the County can occupy or utilize the Work for its intended use.

21.60 Substitution - A proposed Equal to a Standard which must be submitted to the Architect in writing no later than ten (10) days prior to the bid opening and which, if approved, will be listed in an Addendum and distributed to all Bidders.

21.61 Surety - A person or entity providing a Bid Guaranty or a Bond to a bidder or a Contractor to indemnify the County against all direct and consequential damages suffered by failure of the bidder to enter into the contract or of the Contractor to perform the Contract and to pay all lawful claims of Subcontractors, Material Suppliers and laborers, as applicable.

21.62 Technical Proposal - A statement prepared by the Architect which confirms the nature of the design services for the Project, the scope of basic and additional services to be provided by the Architect, a list of reimbursable expenses for the Project, the Construction Budget and a preliminary Project schedule.

21.63 Unit Price - The amount stated in the bid as the price per unit of measurement for materials or services described in the Contract Documents, which cost shall include overhead, profit and any other expense for the Work.

21.64 Warranty - Legally enforceable assurance, for the specified duration from acceptance by the County, of quality or performance of materials and equipment.

21.65 Work - The construction services required by the Contract Documents, to include all labor, materials, equipment and services performed or provided by the Contractor for the Project.

End of General Conditions of the Contract – Lead Contractor Edition

SECTION F – PRICING

BID FORM

Place: One Government Center, Suite 800, Toledo, OH 43604
Date: July 23, 2014 at 2:30 PM

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 **BOARD OF LUCAS COUNTY COMMISSIONERS** (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of the

Sidewalk Repair at Various Lucas County Facilities

Lucas County Ohio

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 all labor, materials, 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 written "Notice to Proceed" of the Owner and to fully complete the project within 90 consecutive calendar days thereafter as stipulated in the specifications, Bidder further agrees to pay as liquidated damages, the sum of $700.00 for each consecutive calendar day thereafter.

Bidder acknowledges receipt of the following addendum:

_____

_____

_____
*Insert Corporation, partnership or individual as applicable.
**Insert name of state.

BASE PROPOSAL (Courthouse/Corrections Center/Former Court of Appeals): Bidder agrees to perform all the work described in the specifications and shown on the plans for the sum of _____ ($_____).
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

ADD ALTERNATE No. G-1 (Correctional Treatment Facility/Youth Treatment Center/Work Release): Additional Repair (Specification Section 01 23 00, para 1.02)
(plus)_____ ($_____).
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

ADD ALTERNATE No. G-2 (Family Court Center): Additional Restoration (Specification Section 01 23 00, para 1.02)
(plus)_____ ($_____).
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

ADD ALTERNATE No. G-3 (Juvenile Justice Center): Additional Restoration (Specification Section 01 23 00, para 1.02)
(plus)_____ ($_____).
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

ADD ALTERNATE No. G-4 (Vehicle Maintenance): Additional Restoration (Specification Section 01 23 00, para 1.02)
(plus)_____ ($_____).
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

ADD ALTERNATE No. G-5 (Spencer Township Neighborhood Development Center): Additional Restoration (Specification Section 01 23 00, para 1.02)
(plus)_____ ($_____).
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

Bidder shall include an Owner's Contingency Allowance in the amount of $5,000.00 in their bid.

The above price shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 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 10 days and deliver a Surety Bond or Bonds and Insurance Certificates 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.

Respectfully submitted:

By

_____

(Signature)

_____

(Title)

(Seal - if bid is by a
Corporation)

_____

(Business Address and Zip Code)

_____

Contractors Federal I.D. Number

SECTION G – BID GUARANTEE & CONTRACT BOND

BID GUARANTEE & CONTRACT BOND
(Section 153.571 Ohio revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned

_____
(Name and Address)

As Principal and _____
(Name of Surety)

As Surety, are hereby held and firmly bound unto the Board of Lucas County Commissioners, hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on _____ to undertake the project known as:

_____ Project Number, Project Name, Township _____

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 the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. 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 oblige accepts the bid of the Principal and 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 hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest 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 resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be 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

IF THE SAID Principal shall well and faithfully perform each and every conditions 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 herefore; and shall pay all lawful claims of subcontractors, herefore 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 the benefit of any materialman 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 Survey for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The above Surety hereby certifies that it is authorized by the superintendent of insurance, State of Ohio to execute the above bond and that the liability incurred is within the limits proscribed by Section 3929.121 of the Ohio Revised Code.

THE SAID Surety hereby stipulates and agrees that no modification, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications herefore shall in any wise affect the obligation 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: **SURETY COMPANY ADDRESS:**

_____ _____

By: _____ _____
Attorney-in-Fact City State Zip

SURETY AGENT'S ADDRESS:

_____
Agency Name

_____
Street State Zip

_____
City

SECTION H – CONTRACT

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ by and between Lucas County, Ohio, hereinafter called "COUNTY", and _____ hereinafter called "CONTRACTOR"

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

Section 1. The CONTRACTOR shall provide the work in accordance with The Specifications for _____ dated _____ and CONTRACTOR'S response to said specifications submitted _____.

Section 2 The CONTRACTOR shall furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the performance of the Work.

Section 3. The parties agree that the actual work shall not commence prior to date of this agreement and shall be completed on or before the date established by the project schedule.

Section 4 The CONTRACTOR agrees to perform all of the work described in the contract documents and to comply with the terms therein for the sum of (In words and figures) _____.

Section 5 Payments by the COUNTY to the CONTRACTOR shall be made according to the following schedule: on an as-completed basis billed monthly.

Section 6. All payments shall be payable to the CONTRACTOR in U.S. dollars at the CONTRACTOR'S address as the CONTRACTOR directs in writing.

Section 7. The term "Contract Documents" means and includes the following:

A) Agreement with Attachments

B) Specifications for _____ dated _____.

C) Bid and Proposal submitted by _____ in response to the Specifications for Request as previously mentioned.

D) Notice to Bidders

E) "Best Bid" Criteria Form

F) Notice of Award

G) Instructions to Bidders

H) Definitions

I) Bid Guaranty and Contract Bond

J) Performance Bond (to be used only if Bid Guaranty and Contract Bond are not used)

K) Delinquent Personal Property Tax Statement

L) Project Labor Agreement (PLA) (applicable if project is over $100,000)

M) Wage Determination, Lucas County and Prevailing Wage Instructions

N) Certificate of Drug-Free Workplace Compliance

O) General Conditions

P) Notice of Commencement / Notice to Proceed

Q) Construction Contract Exemption Certificate

R) Power of Attorney

S) Additional Terms and Conditions

Section 8. This Agreement in no way precludes, prevents, or restricts the CONTRACTOR from obtaining and working under an additional contractual arrangement with other parties aside from the COUNTY, assuming that the contractual work in no way impedes the CONTRACTOR'S ability to perform the services required under this Agreement. The CONTRACTOR warranties and represents that at the time of entering into the Agreement it has no interest in nor shall it acquire any interest, direct or indirect, in any agreement which will conflict with or impede its ability to perform the required services under this Agreement.

Section 9. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) copies, each of which shall be deemed an original on the date first above written.

CONTRACTOR:

Please report your Employer Identification Number in the place provided.

Emp. I.D. No.: _____

Name: _____

Address: _____

Phone Number: _____

By: _____

Title: _____

BOARD OF LUCAS COUNTY COMMISSIONERS LUCAS COUNTY, OHIO

APPROVED AS TO FORM:
Julia R. Bates,
Prosecuting Attorney

_____
Carol Contrada, President

_____
Tina Skeldon Wozniak, Commissioner

_____
Pete Gerken, Commissioner

SECTION I – PROJECT LABOR AGREEMENT FOR BIDDERS

PROJECT LABOR AGREEMENT

Between

_____

(Contractor)

And

NORTHWESTERN OHIO BUILDING AND CONSTRUCTION TRADES COUNCIL

Covering

_____

(Project Name)

PROJECT LABOR AGREEMENT

This Agreement is entered into this __ day of _____, 20__ by and between, _____ ("Contractor"), acting on its behalf and on behalf of all "Contractors" as herein defined, and the Northwestern Ohio Building & Construction Trades Council ("NWOBCTC"), acting on its own behalf and on behalf of all affiliates and members whose names are subscribed hereto, and who have, through their duly authorized officers, executed this Agreement, ("Union") with respect to the construction of the _____ project located in _____, Ohio, the total overall project cost of which is greater than $100,000 ("Project").

The term "Contractor" shall include all construction contractors and subcontractors of whatever tier engaged in construction work within the scope of this Agreement. The term "applicable local collective bargaining agreement" means the labor agreement of an affiliated local union to the NWOBCTC that covers the work being performed on the Project within its work jurisdiction/scope of work.

The Unions and all signatory Contractors agree to abide by the terms and conditions contained in this Agreement.

ARTICLE I
INTENT AND PURPOSE

1.1 The Parties to this Agreement express through this Agreement their mutual and sincere commitment to the families and quality of life within Northwest Ohio by; (a) helping to ensure that the 12,000-plus building tradesmen and their families directly benefit from the construction of the region's public and civic infrastructure; (b) supporting the investment made in training local building tradesmen to ensure the highest quality construction, and (c) protecting the area standards for wages and benefits realized through the process of collective bargaining by imposing union scale for all work covered by this Agreement.

1.2 The Owner, Contractor(s), and the Unions agree that the timely construction of this Project will require substantial numbers of employees from construction and supporting crafts possessing skills and qualifications that are vital to its completion. They will work together cooperatively to furnish skilled, efficient, craftsmen who, whenever possible, reside in the local area. The intent and understanding of the parties is to maximize the employment opportunities of skilled craftspeople living within the local area.

1.3 The purpose of this Agreement is to establish conditions for the prompt and efficient completion of construction work on the Project and to secure optimum productivity by providing close cooperation between the Employer and the Union. The Parties recognize the need for the timely completion of the Project without interruption or delay. This Agreement is intended to enhance this cooperative effort through the establishment of a framework for labor-management cooperation and stability.

1.4 A primary incentive for entering into this Agreement is elimination of the risk of delays and disruption caused by labor disputes and unrest. This Agreement creates effective and binding methods for the settlement of all disputes or grievances, which may arise on the Project. There shall be no strikes, work stoppages or lockouts for any reason whatsoever.

1.5 Further, the parties recognize the advantages of this project-specific Agreement. In part, those benefits include standard work rules and prohibitions against strikes, lockouts, slowdowns, and other work stoppages during the course of construction. The parties recognize the need to minimize the impact of construction industry challenges such as the short-term nature of employment, which makes post-hire collective bargaining difficult, and to address the contractor's need for predictable costs and a steady supply of skilled labor.

ARTICLE II
SCOPE OF AGREEMENT

2.1 This Project Agreement shall apply to all work recognized and accepted within historical definitions of construction work under the direction of and performed by the Contractor(s), of whatever tier who have contracts awarded for such work on the Project. Such work shall include site work and dedicated off-site work.

2.2 The scope of work includes all work assigned by the Owner to the Contractor(s). To the extent any work covered by a Contractor's construction contract for the Project entails work beyond the historical definition of "construction work," including but not limited to off-site fabrication, assembly, insulation, skids, modules, manufacture and related preparatory work, all Contractors agree to pay their employees not less than the wage and fringe benefit rates set forth in the applicable local collective bargaining agreement. Any such work to be subcontracted shall only be subcontracted to contractors who pay their employees for such

work at wage and fringe benefit rates not less than those set forth in the applicable local collective bargaining agreement.

2.3 All work within the scope of this Project Agreement shall be performed only by contractors and subcontractors that are signatory to this Project Agreement. The Owner shall require all Contractors of whatever tier, as a condition of being awarded contracts for work covered by this Agreement, to accept, execute and be bound by the terms and conditions of this Project Agreement prior to commencing work on the Project. The Contractor is responsible for ensuring that its subcontractors become signatories to this Agreement and abide by its terms.

2.4 The terms and conditions of the applicable local collective bargaining agreements covering the craftwork being performed shall govern the terms and conditions of employment of employees on the Project, other than as explicitly set forth here.

2.5 It is further agreed that, where there is a conflict, the terms and conditions of this Project Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article IV (No Strikes and No Lockouts); Article VI (Settlement of Grievances and Disputes); and Article VII (Jurisdictional Disputes) of this Project Agreement, which shall apply to such work.

ARTICLE III
UNION RECOGNITION

3.1 The Contractor(s) recognize the Union(s) as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this Agreement.

3.2 All employees while covered by this Agreement: (1) in the employ of the Contractor at the time the Contractor enters into this Agreement shall, on the 8th day of employment hereunder, become members in good standing of the union, and so remain during the term of this Agreement; (2) hired by the Contractor after entering into this agreement shall, during the term of this Agreement, be hired according to the terms and conditions of the applicable local collective bargaining agreement and, as a condition of employment, shall become members in good standing of the union on the 8th day of employment and so remain for the term of this Agreement.

3.3 Each employee shall be required to comply with the Union security clause set forth in the applicable local collective bargaining agreement for the duration of the Project.

3.4 Upon being presented with a written authorization form by an employee covered by this Agreement, the Employer will deduct from the wages of such employee and remit to the Union all initiation fees, dues, and representation fees in accordance with the signed authorization.

ARTICLE IV
NO STRIKES AND NO LOCKOUTS

4.1 The Union and its members, agents, representatives and employees shall not allow, incite, encourage, condone or participate in any strike, walkout, slowdown, picketing, sympathy strike or other work stoppage of any nature whatsoever for any cause whatsoever, whether jurisdictional or otherwise, or observe any picket of any nature during the term of this Agreement. Any such action by the Union or its members, agents, representatives and employees shall constitute a violation of this Agreement.

4.2 All employees shall continue to work and to perform all their obligations on the Project despite the expiration of any local collective bargaining agreement.

ARTICLE V
WAGES AND FRINGE BENEFITS

5.1 Wages and fringe benefits to be paid for all work within the scope of this Agreement shall be the rates set forth in the applicable local collective bargaining agreement. The Contractor shall pay employees the prevailing wage rate as set forth in R.C. Chapter 4115 for all work performed on the Project that is not covered by an applicable local collective bargaining agreement.

5.2 Upon notice to the Owner that a Contractor is delinquent in its obligation to make fringe benefit contributions, the Owner shall withhold such sums from the monthly progress payment(s) to the Contractor and shall pay such sums directly to the appropriate fringe benefit fund(s).

5.3 Any future wage or fringe benefit increases negotiated and established by an applicable local collective bargaining agreement shall be paid retroactively to the expiration of the preceding local agreement.

ARTICLE VI
SETTLEMENT OF GRIEVANCES AND DISPUTES

6.1 This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

6.2 The Contractors, Unions and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

6.3 Any question or dispute arising out of and during the term of this Project Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

(b) Should the Local Union(s) or the Project Contractor or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally be the Contractor and the involved Local Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

6.4 The Project Contractor and Owner shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE VII
JURISDICTIONAL DISPUTES

7.1 The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

7.2 All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers, parties to this Agreement,

shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

7.3 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

7.4 Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council prior to commencing work. The Project Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish.

ARTICLE VIII
SAFETY

8.1 The Employer and their employees shall comply with all applicable federal and state laws, ordinances and regulations relating to safety and health. All employees shall comply with the reasonable safety regulations as established by the Employer.

ARTICLE IX
UNION REPRESENTATION

9.1 The designated representative(s) of each local union signatory to this Agreement shall be permitted to enter the Project site upon notification to the Employer. Such designated union representative(s) will be permitted on the Project site without an escort. The privilege to move unescorted on the Project site is extended to the designated union representative(s) upon the understanding that such representative(s) will not disrupt the efficient operation of the Project and that the privilege will not be abused.

9.2 The Unions shall have the right to designate a working journeyman as a steward. Such designated steward shall be a qualified workman performing the work of that craft and shall not exercise any supervisory functions. There shall be no non-working stewards.

9.3 Visitors, including Union representatives and agents, shall not interfere with the work of the employees. In addition, they shall fully comply with the visitor safety and security rules established for the Project.

ARTICLE X
HELMETS TO HARDHATS

10.1 The Contractor and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractor and Unions agree *to* utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program *to* serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by parties.

10.2 The Unions and Contractor agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project to the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE XI
TERM OF AGREEMENT

11.1 This Agreement shall become effective on the _____ day of _____, 20__, and shall remain in full force and effect as to each part or phase of construction work until all parts and phases have been accepted by the Owner.

ARTICLE XII
INCLUSION

12.1 The Parties intend for the Project to bring great opportunities for contractors as well as the local workforce. A principal goal of the Owner is to ensure that, to the extent legally permissible, it uses Minority Business Enterprises and Women's Business Enterprises, which are qualified to perform work on the construction of the Project. The Owner's goal is to achieve a percentage, which the Owner reasonably arrives at and includes in its diversity plan, for MBE/WBE involvement for the construction of the Project, regardless of union affiliation. All minority participation is subject to inclusion in Owner's periodic reports to certain regulatory and legislative bodies.

12.2 The Parties agree to use their best efforts (including without limitation accommodation on fringe bonding and other financial hurdles) and cooperate in order to meet or exceed the above stated goals. The Union

shall also provide the Owner, upon its request, with any data, statistics and/or information that the Union possesses, relating to the stated hiring goals. Further, in the event that the Union contractors are not available or qualified to meet the diversity goal or if they fail to utilize best efforts relative to diversity, the Union shall not object and it will not be a contract breach for the Owner to use non-union contractors for such work.

ARTICLE XIII
INCLUSION ADVOCACY

13.1 The Parties will mutually agree upon a system to monitor and enforce the inclusion commitments in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall be deemed effective as of the date stated in Article XI.

ON BEHALF OF THE CONTRACTOR:

_____ _____
Signature Title

ON BEHALF OF THE UNIONS:

_____ _____
Signature Title

IMPORTANT NOTE

Due to heightened security at One Government Center, if your bid is to be delivered to the bid-opening site by other than US Mail, UPS or Federal Express, **you must complete, print and attach this label to the front of the container holding your document. Note: Upon entering One Government Center, you will be required to show a photo ID.**

Formal bid to: Board of Lucas County Commissioners
One Government Center, Suite 800
Toledo, OH 43604

Item for bid _____

Invitation to Bid No. or Request for Proposal No. _____

Date of Bid Opening _____

Bid Opening Time _____

Vendor Name _____