

NOTICE TO CONTRACTORS

Sealed proposals will be received until 2:00 P.M. on September 23, 2026 in the Lorain County Board of Commissioners, 4th floor, Fiscal Department, 226 Middle Avenue, Elyria, Ohio for the furnishing of all labor, material and equipment for the **FORTUNE & DICKSON DITCH RESTORATION** drainage improvement project in Columbia Township, Eaton Township, & the City of North Ridgeville in accordance with plans and specifications prepared by the office of the Lorain County Storm Water Management District. All interested parties are welcome to attend the bid opening to be held immediately thereafter in the Lorain County Commissioners Conference Room A.

The scope of work includes: Clearing and grubbing, excavation and embankment, restoring the channel flowline and shape, clay hauling, culvert replacement, aggregate access drives, rock channel protection, erosion control, seeding and mulching, and signage. The Engineer's estimate of construction cost is \$1,484,000.00. The County intends and requires overall project completion by July 28, 2027.

The specifications of the Ohio Department of Transportation shall govern all work, materials and equipment. All work shall be performed under the administration of the Lorain County Engineer. All contractors involved with this project shall, to the extent practical, use Ohio products, materials, services and labor in implementation of this project. Additionally, contractors shall comply with the equal employment opportunity requirements of Ohio Administrative Code Chapter 123. All contractors and subcontractors shall use only the classifications and wage rates set forth by the Ohio prevailing wage rate law.

Bidders may obtain official bid documents, plans, and specifications electronically, free of charge, by e-mailing Jessica Burns, Fiscal Administrator, at jburns@loraincounty.us. Only bids prepared on the official bid documents obtained from the County will be accepted. Bids shall be accompanied by a Bid Guaranty and Contract Bond in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in Bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety. Bidders are hereby notified that this project will be funded by Lorain County. Each proposal shall contain the full name or names of persons and company who submits the proposal and shall be enclosed in a sealed envelope marked "FORTUNE & DICKSON DITCH RESTORATION."

The Board of County Commissioners reserves the right to reject any and all proposals, and to waive any informalities or irregularities if deemed in the best interest of Lorain County to do so. Bidders shall direct, in writing, any request for interpretation, correction or modification of the specifications to Jessica Burns (jburns@loraincounty.us), Fiscal Department, Lorain County, 226 Middle Ave., 4th Floor, Elyria, Ohio 44035, and must be received at least four (4) working days prior to the date of bid opening.

BY ORDER OF:
LORAIN COUNTY STORM WATER MANAGEMENT DISTRICT
Don Romancak, Coordinator
Publish: The Chronicle
Telegram

September 2nd, 2026 & September 9th, 2026

AGREEMENT PROPOSAL AND CONTRACT BOND

FOR

FORTUNE & DICKSON
DITCH RESTORATION

LORAIN COUNTY

Contractor

Address

Contract Price

Date of Letting

Bids Due By

September 23, 2026 @ 2:00 PM

The Standard CONSTRUCTION AND MATERIAL
SPECIFICATIONS and GENERAL CLAUSES and
COVENANTS of the Ohio Department of
Transportation currently in effect are incorporated herein
as fully and completely as if attached hereto and made part
hereof, unless otherwise shown

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ATTACHMENTS

1 - Construction Plan Set

CONTRACTORS' CHECKLIST FOR PROPOSAL SUBMISSION

- _____ CERTIFICATE OF LIABILITY INSURANCE NAMING
THE LORAIN COUNTY BOARD OF
COMMISSIONERS AS ADDITIONAL INSURED
- _____ CURRENT WORKMAN'S COMPENSATION
CERTIFICATE
- _____ BID GUARANTY AND CONTRACT BOND (100%),
OR A CERTIFIED CHECK, CASHIER'S CHECK, OR
LETTER OF CREDIT EQUAL TO 10% OF THE TOTAL
AMOUNT OF THE BID
- _____ NOTARIZED AFFIDAVIT
- _____ SAFETY POLICY STATEMENT
- _____ THE PROPOSAL, WITH PROPER SIGNATURES,
INCLUDING THE LIST OF SUBCONTRACTORS AND
ANY SUBSTITUTIONS
- _____ A LIST OF EQUIPMENT AVAILABLE TO COMPLETE
THIS PROJECT – SUBMIT ON SEPARATE SHEETS
- _____ A LIST OF WORK EXPERIENCE ON **SIMILAR
GOVERNMENTAL** PROJECTS
- _____ OPWC PROPOSAL NOTES COMPLETE AND SIGN
WHERE REQUIRED (**NOT REQUIRED FOR THIS PROJECT**)

FAILURE TO SUBMIT ANY OF THE ABOVE ITEMS MAY BE
CAUSE FOR THE REJECTION OF YOUR BID!

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Bidders may obtain official bid documents, plans, and specifications electronically, free of charge, by e-mailing Jessica Burns, Fiscal Administrator, at jburns@loraincounty.us. Only bids prepared on the official bid documents obtained from the County will be accepted. Bids shall be accompanied by a Bid Guaranty and Contract Bond in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in Bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety. Bidders are hereby notified that this project will be funded by Lorain County. Each proposal shall contain the full name or names of persons and company who submits the proposal and shall be enclosed in a sealed envelope marked "FORTUNE & DICKSON DITCH RESTORATION."

The Board of County Commissioners reserves the right to reject any and all proposals, and to waive any informalities or irregularities if deemed in the best interest of Lorain County to do so. Bidders shall direct, in writing, any request for interpretation, correction or modification of the specifications to Jessica Burns (jburns@loraincounty.us), Fiscal Department, Lorain County, 226 Middle Ave., 4th Floor, Elyria, Ohio 44035, and must be received at least four (4) working days prior to the date of bid opening.

BY ORDER OF:

LORAIN COUNTY STORM WATER MANAGEMENT DISTRICT

Don Romancak, Coordinator

Publish: The Morning Journal

September 2nd, 2026 & September 9th, 2026

INSTRUCTION TO BIDDERS

PROPOSAL BLANK

Each proposal shall be made on the forms herein provided for that purpose and must be enclosed in the sealed printed bid envelope bearing on the outside the name of the bidder, his address, the name of the project for which the bid is submitted and addressed to the Board of County Commissioners of Lorain County, Ohio.

The bidder must state separately, in figures, the price bid for material and the price bid for labor for each item, as required by Ohio law. Where applicable, he shall state the TOTAL UNIT PRICE BID (the sum of the unit prices for material and labor) and shall state the TOTAL BID FOR THE ITEM (the product of the estimated quantity multiplied by the total unit price). The total bid price for each lump sum item shall also be stated (the sum of the price bid for material and the price for labor).

The proposal blank must be properly filled in and additions or deletions will not be permitted. Alternate bids may be submitted on the form provided for substitutions. Any unauthorized conditions, limitations, or provisions attached to the proposal or written therein may render it informal, and may be cause for its rejection.

Each proposal shall contain the full name of every person, firm or corporation interested in the same, as required by Ohio law, as well as the address of the person, firm or, if a corporation, the president and secretary.

All forms used in submitting the Proposal shall be those furnished by Lorain County. The Proposal shall contain the following information:

- 1) The form of Proposal, including list of subcontractors.
- 2) The Bid Guaranty and /or Bid Guaranty and Contract Bond.
- 3) Notice of Requirement to Ensure Minority Business Enterprise, MBE/WBE Form C, MBE/WBE Form D, or Minority Business Enterprise Unavailability Certification, if required.

The right is reserved to waive technical defects in the proposals as the interest of the County of Lorain may require.

PLANS AND SPECIFICATIONS

Bidders may obtain official bid documents, plans, and specifications electronically, free of charge, by e-mailing Jessica Burns, Fiscal Administrator, at jburns@loraincounty.us. Only bids prepared on the official bid documents obtained from the County will be accepted.

EXTRA COPIES OF CONTRACT DOCUMENTS

Extra sheets of the contract Documents will be furnished by the Lorain County Engineer or Project Architect at the current rate per sheet.

None of the money paid for extra sheets of the contract Document will be refunded.

Upon the execution of the contract, the contractor will be furnished, free of charge, two copies of the Contract Documents (Plans and Specifications). Additional copies of the Specifications will be furnished to the Contractor at the current rate per set and additional copies of the Plans at the current rate per sheet.

SIGNATURE ON PROPOSAL

All bid Guaranties must be satisfactory to the Board of County Commissioner of Lorain County.

The BID GUARANTY AND CONTRACT BOND meeting the requirements of Section 153.54(B) of the Ohio Revised Code as furnished by Lorain County shall be used without change of wording.

The amount of the Bid Guaranty and Contract Bond must be for the full amount of the bid, including alternates.

The Bid Guaranty and Contract Bond must be signed by an authorized agent of an acceptable Surety bonding Company and by the Bidder. The Bid Guaranty and Contract Bond must be counter-signed by a Resident Agent of the Bonding Company as required by Section 5729.09 of the Ohio Revised Code. (Affix Corporate Seals to all copies.) The name and address of both the Surety and Surety's Agent must appear on the Bid Guaranty.

Bid Guaranties and Contract Bonds must be supported by credentials showing the following:

- Power of attorney of the Agent.
- Certificate showing the legal right of the company to do business in the State of Ohio.

In lieu of the Bid Guaranty and Contract Bond referred to above, the bidder may submit the Bid Guaranty provided in Division (C) of Section 153.54 of the Ohio Revised Code in the form of a Certified Check, Cashier's Check, or Letter of Credit pursuant to Chapter 1035 of the Revised Code.

The amount of the Certified Check, Cashier's Check, or Letter of Credit shall be equal to ten percent (10%) of the bid, including add alternates.

The Bid Guaranty shall be payable to the Owner.

Bid Guaranties shall be returned to all unsuccessful bidders immediately after the Contract is executed.

The Certified Check, Cashier's Check, or Letter of Credit shall be returned to the successful bidder upon filing of the Contract Bond required in Division (C) of Section 153.54; Ohio Revised Code as furnished by Lorain County, shall be used without change of wording.

STANDARDS & SUBSTITUTIONS

Those articles, devises, materials, forms of construction fixtures, etc., named in the Specifications to denote the kind and quality required, whether or not the words "or equal" are used, shall be known as "Standards" and all Proposals shall be based on the same.

Where two or more "Standards" are named together, the successful bidder may furnish any one of the "Standards" named, but Contractors shall make their selections known to the Architect or Engineer within 30 days following award of their Contract. Failure to comply with this requirement will automatically hold up payment requests to the Contractor in view of possible materials being used on the project.

Bidder desiring consideration for use of material, equipment, etc. not named in the Specifications, may submit a Proposal for the substitution for the same "Standards" a specified, using the Substitution sheet attached to the Proposal form, and listing for each proposed change: (1) the "Standards" specified; (2) the substitution proposed, and (3) the change in bid price; (or no change). Complete Specifications and description of any proposed substitution being considered for acceptance shall be furnished to the Project Architect or Engineer promptly upon request.

Any substitutions accepted must be incorporated in the formal Contract. No substitution shall be allowed subsequent to the award of the Contract.

Substitutions shall not affect the determining of the lowest bid.

WITHDRAWAL OF PROPOSALS

No bidder may withdraw his bid for a period of sixty (60) days after the date of the opening. If not accepted within such period, such bid may be withdrawn without prejudice any time thereafter, except a Bidder for a Contract with the Owner may withdraw his bid for consideration if the price bid was substantially lower than the other bids, providing the bid was submitted in good faith and the reason for the price bid 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. Notice of a Claim of Right to Withdraw such bid must be made in writing filed with the Owner within two (2) business days after the conclusion of the bid opening procedure.

OPENING OF PROPOSALS

Sealed proposals will be opened and publicly read by the Board of County Commissioners, beginning at the time stated, and on the date stated in the Legal Advertisement, in the office of the Lorain County Board of Commissioners. All bidders or their authorized agents are invited to be present at the reading of the bids.

All formal proposals will be tabulated and copies of the tabulation will be made available to any bidder upon request to the Project Architect or Engineer.

ESTIMATED QUANTITIES

The attention of every bidder is called to the fact that the quantities given in the Proposal are approximate only, and are intended to serve as a uniform basis for the comparison of bids. The Project Architect or Engineer believes the quantities given to be essentially correct, but no guaranties are made of their accuracy. If the Contractor relies upon the accuracy of the estimated quantities in making up his bid, he does so at his own risk.

The County reserves the right to increase, decrease, or omit the amount of any class or portion of the work during the progress of construction.

EXAMINATION OF SITE AND PLANS

Bidders shall satisfy themselves by personal examination of the Contract documents and investigation at the site of the work as to the conditions existing, and the difficulties likely to be encountered in the performance and completion of the work.

They shall acquaint themselves with the facilities existing and needed for the transportation, handling, and storage of equipment and materials, and with the roads giving access to the site and shipping facilities available.

Bidders shall carefully study the Contract Documents and thoroughly satisfy themselves as to the character, quality, and quantity of the work to be done and to the materials and equipment to be furnished. No plea of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill every requirement of the Contract, nor will it be accepted as a basis for any claim whatsoever for extra compensation, or for any extension of time.

QUALIFICATIONS OF BIDDERS

If, in the opinion of the Board of Commissioners of Lorain County, the acceptance of the lowest bid is not the best bid, they may accept another proposal so opened, or reject all proposals and advertise for other bids. The Board of Lorain County Commissioners reserves the right to waive any informality.

The County of Lorain will not award a contract to any bidder, who, in the judgment of the Board of County Commissioners, is not a responsible bidder, or who does not possess the necessary experience, capital, organization and equipment to conduct and complete the work in strict accordance with all the terms and provisions of the Contract Documents.

SUBCONTRACT

To determine the qualification of bidders, all bids must state, in writing, the scope of work each subcontractor is to do, his place of business, telephone number, and such other information as may be required in order to ascertain whether such subcontractor is responsible, reliable, and able to perform the work as called for in the specifications. No bid will be accepted if the Subcontractor's list is not submitted along with the Proposal form at the time of the bid opening. The Contractor shall not sublet any part of the work included in this contract without the previous written consent of the Owner. Subletting, if permitted, shall not relieve the Contractor of any of his obligations under this contract.

The Contractor shall be as fully responsible to the County for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work, to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents, in so far as applicable, to the work of subcontractor's, and to give the contractor the same power as regards terminating any subcontract that the County may exercise over the Contractor under any provisions of the contract documents.

Nothing contained in this contract shall create any contractual relations between the subcontractor and the County.

Within five (5) days after the Contractor received payment for work performed under this contract, he shall pay each subcontractor the amount allowed the Contractor for and on account of work performed by the subcontractor, to the extent of the subcontractor's interest therein.

TAX EXEMPTION

In as much as the Contractor is doing work of the County, and all materials furnished shall be incorporated into and become the property of the County of Lorain, the Contractor hereunder will be freed from assuming or paying any tax that is set by Amended Bill No. 572 or by Amended Bill No. 590, First Special Session of the 901st General Assembly of Ohio, December 13, 1935.

CONTRACT

The bidder to whom the award is made will be required to execute a written contract with the County of Lorain, Ohio within ten days after receiving such contract for execution. The contract shall be in the form given in the Contract Documents.

If the bidder to whom the award is made fails to enter into a contract as herein provided, the County may award the contract to the next lowest bidder. The bidder and/or surety failing to enter into the contract are then liable for the lesser amount of:

- The difference between his bid and the next lowest bid, or a sum not more than 10% of the bid.

As an alternative, the County may resubmit the public improvement project for bidding. If this is done, the bidder and/or surety must then pay the County the lesser amount of either:

- A sum not more than 10% of the bid, or the cost incurred in resubmitting the bid, including printing of new contract documents, advertising, and printing and mailing of notices to prospective bidders.

If the second lowest bidder is awarded the contract, but refused to enter into a contract within 10 days, the award may then be made to the third lowest bidder. The liability of the second lowest bidder would then be the lesser difference between the second and third lowest bidder, or a sum not more than 10% of the bid as specified above. If more than one bidder refuses to enter into a contract and the County re-advertises for bids, each contractor that failed to enter into a contract equally shares the resubmission costs.

INTERPRETATION OF CONTRACT DOCUMENTS

If any prospective bidder for the work proposed herein is in doubt as to the true meaning of any part of the Contract Documents, he may submit to the Engineer or Project Architect a written request for an interpretation thereof. An interpretation will be made by the Engineer or Project Architect and an Addendum will be issued and mailed or delivered to each person taking out a set of Contract Documents. The County of Lorain will not be responsible for any interpretation of the Contract Documents except as provided herein.

NON-COMPLIANCE

Non-compliance with the foregoing requirements may cause the Proposal to be rejected, as not complying with the law.

GENERAL PROVISIONS

DEFINITIONS AND TERMS

THE COUNTY

This term, wherever used herein, shall mean the County of Lorain (Owner), acting through its authorized representative.

COUNTY ENGINEER

This term, wherever used herein, shall mean the Lorain County Engineer.

INSPECTOR

This term, wherever used herein, shall mean that a person who is an authorized representative of the County Engineer assigned to make a detailed inspection of any or all portions of the work or materials thereof.

BIDDER

This term, wherever used herein, shall mean that person, firm, or corporation undertaking this contract, acting directly or through a duly authorized representative.

CONTRACTOR

This term, wherever used herein, shall mean that person, firm, or corporation undertaking this contract, acting directly or through a duly authorized representative.

SUPERINTENDENT

Is the person who is the executive representative of the Contractor, present on the work site at all times during its progress, authorized to receive and fulfill instructions from the Engineer, and capable of directing the work efficiently.

PLANS

The plans are the official working drawings, or exact reproductions thereof, approved by the County Engineer which show the location, character, dimensions, and details of the work to be done, and which are to be considered as part of the contract, supplementary to these specifications.

SPECIFICATIONS

The Specifications are the directions, provisions, and requirements contained herein pertaining to the method and manner of performing the work, or the quantities of materials to be furnished under the Contract. The "Standard Construction and Material Specifications" of the Ohio Department of Transportation, in effect as of the date of the Proposal, are incorporated within the specifications mentioned in the Contract Documents as full and completely as if attached thereto, and made a part thereof, unless otherwise shown.

CONTRACT

The Contract is the written agreement covering the performance of the work and the furnishing of labor and materials in the construction of the work. The Contract shall include the Notice to Contractors, the Proposal, Plans, Specifications, Special Provisions, Contract Bond, and the Auditor's Certificate, and other documents required to complete this document.

THE WORK

The work is all work specified herein or indicated on the Plans and Specifications of the contemplated improvement covered by the Contract.

PROPOSAL REQUIREMENTS

INTERPRETATION OF QUANTITIES

The quantities listed in the Proposal Forms are to be considered as approximate and are to be used for the comparison of bids only. The unit prices tendered by the Bidder are to be tendered expressly for the scheduled quantities as they may be increased, decreased, or eliminated.

Payments, except for Lump Sum items in the unit price items will be made to the Contractor for the actual quantities of work, in place, only in accordance with the Plans and Specifications. It is understood that the scheduled items of work to be done, and materials to be furnished, may be increased, diminished, or eliminated without, in any way, invalidating other prices.

Where there is a conflict between the unit price and the extension thereof made by the bidder, the unit price shall govern, and the County Engineer will make a correct extension of such unit bid price and use such corrected extension in comparing bids.

LUMP SUM ITEMS

Any work included as a Lump Sum Item is computed approximately only and the contractor shall not be entitled to any additional compensation in the event the quantities of work actually done to fulfill the Contract and complete the item be greater than said computed quantities.

PREPARATION OF PROPSAL

The Bidders Proposal will be submitted on the proposal form attached herein. The blank spaces in the proposal will be correctly filled out for each and every item listed as to labor, material, and total. The Bidder will sign the proposal correctly, with appropriate names and addresses, as provided for. Any proposal that is altered, has additions not called for, or contains irregularities of any kind, will be rejected.

GUARANTY

No proposal will be considered unless accompanied by a certified check, cashier's check, bid bond, or Letter of Credit equal to ten percent (10%) of the amount of the bid, or a combined Bid Guarantee and Contract Bond for the full amount of the bid.

DELIVERY OF PROPOSAL

Each bid will be sealed in an envelope and marked with the identity of the project, and the name and address of the bidder. The proposal will be delivered to the office of the Clerk of the Lorain County Commissioners and the same will be received until the hour and date set for the opening thereof, as prescribed in the Legal Advertisement. Any proposal received later than this time will not be opened and will be rejected.

DISQUALIFICATION OF BIDDERS

More than one proposal from an individual, company, or corporation, or any association under the same name or different names will be rejected. The Bidder shall make a non-collusion affidavit properly executed, which is part of the proposal. Proposals in which the prices are obviously unbalanced will be rejected. A contract will be awarded only to the lowest and most responsible Bidder capable of performing the work contemplated. The Lorain County Board of Commissioners reserves the right to reject any and all bids.

QUALIFICATIONS OF BIDDER

Contractors filing a bid will enclose, with the proposal form, a statement of equipment they have available to complete the proposed work, and shall enclose a list of similar projects successfully undertaken.

AWARD OF CONTRACT

The award of the contract, if any, will be to the lowest responsible Bidder whose proposal complies with all requirements. Prior to awarding the contract, the Lorain County Commissioners shall completely investigate all proposals, and may request a Confidential Financial Statement, and Experience Statement of the Contractor, if they so desire.

REQUIREMENTS OF CONTRACT BOND AND INSURANCE

The successful Bidder must within ten (10) days after receiving notice of the award, and before entering into a contract, furnish a Contract Bond in an amount not less than 100% of the total bid price on the proposal. The Contractor will produce this Contract Bond and a Certificate of Insurance in the following amounts: PUBLIC LIABILITY INSURANCE in an amount not less than \$1,000,000.00 for injuries on account of one accident; PROPERTY DAMAGE INSURANCE in an amount not less than \$1,000,000.00 for damage on account of any one accident.

The Contractor will then execute the contract with said sureties, include and return the same to the Clerk of the Board of County Commissioners. No proposal shall be considered binding upon the County until the described execution of the contract.

CONTROL OF THE WORK

AUTHORITY OF THE ENGINEER

The County Engineer shall decide any and all questions, which may arise as to the quality or acceptability of materials furnished, work performed, manner of performance, rate of progress, and any other items regarding the project. County Engineer's decisions shall be final, and the County shall have authority to enforce these decisions.

AUTHORITY AND DUTIES OF THE INSPECTOR

The Inspector is assigned and authorized to administer the Contract. He will give instructions to the contractor on all materials concerning the work and direct the quality of work and material.

CONSTRUCTION STAKES

The contractor will provide all line and grade stakes necessary to the proper execution of the work, unless otherwise provided as a contract bid item.

LEGAL RESPONSIBILITY

LAWS TO BE OBSERVED

The Contractor warrants that he is familiar with, and at all times complies with, provisions of all Federal and State laws, and local ordinances, in any manner affecting the conduct of the work. He shall indemnify and save harmless Lorain County and its representatives against any claims arising from the violation of any such laws.

SAFETY DEVICES

The Contractor shall provide and maintain safety devices and safeguards, or any other action necessary, to protect the public and property in connection with the work. Lorain County, and its representatives, shall be saved harmless against any claims arising from any damage or injury to the public or property caused by neglect by the contractor in this regard.

PROSECUTION AND PROGRESS

SUBLETTING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the contract or any portion thereof, or of his right, title, or interest therein, without the written consent of the Board of County Commissioners. In case such consent is given, this will not release the contractor of his liability under the Contract and Bonds.

LIMITATIONS OF OPERATIONS

The Contractor shall conduct the work at all times in such a manner, and in such a sequence, as will assure the least interface with traffic.

CHARACTER OF WORKMEN, METHODS, AND EQUIPMENT

The contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner required by these specifications. All workman shall have sufficient skill and experience to perform properly the work assigned to them. Any person employed by the Contractor, or by any subcontractor, who is, in the opinion of the inspector, unable to do his work in a proper and skillful manner, or is intemperate or disorderly, shall, at the written request of the inspector, be removed forthwith by the contractor or subcontractor. Should the contractor or subcontractor fail to remove such person, or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the County Engineer may withhold all estimates which become due, or they may suspend the work by written notice until the Contractor complies with such orders.

PAYROLLS AND MATERIALS PAYMENTS

Upon completion and final inspection of the work, prior to the final payment, the Contractor will submit an affidavit stating that all wages and materials have been paid in full.

ACCEPTANCE, MEASUREMENT, AND PAYMENT

MEASUREMENTS OF QUANTITIES AND PAYMENT

For all items except Lump Sum items, the inspector will determine the quantities of various items preformed as the basis for final payment. It is agreed that this determination will include all necessary fittings and accessories.

EXTRA WORK

Extra work performed in accordance with a supplementary agreement (Change Order) will be paid for at the unit or Lump Sum prices stipulated in said agreement.

PARTIAL PAYMENTS

The Contractor shall receive partial payments for work performed on a monthly basis and shall be at a rate of 92% of the estimate, with 8% retainage. Upon completion of 50% of the contract, payments will be increased to 100% of work completed thereafter, less such amounts as the County shall determine for incomplete work and unsettled claims. The contractor must submit a separate Application for Payment when 50% completion is achieved. The County will not accept a billing for 51% complete, or any other split billing.

ESCROW

Lorain County will hold the retainer of 8% in escrow at a local bank. A separate retainage invoice must be submitted for approval and payment, detailing the retained amounts of all previous invoices.

The retainage will be deposited in an escrow account at a local bank, accruing interest in the name of the contractor. The account shall require two (2) signatures to withdraw funds (Contractor and County).

Upon completion of the contract, the Board of Commissioners will authorize, in writing the release of the account to the contractor. The County will release its "signature hold" on the escrow account only on the approval of the Board of Commissioners. The Contractor will be required to sign a receipt of funds. Prior to the release of the retainer, the Contractor shall furnish a 10% maintenance bond for a period of twelve (12) months to insure that the improvements are in satisfactory condition. The amount shall be ten percent (10%) of the total contract amount.

FINAL INSPECTION

The Contractor shall make all repairs to defective workmanship or materials for the term of one year after the date of final completion. Contractor shall correct and repair promptly during the time period of one year, all defective work and materials of whatever nature and description. Ordinary wear and tear damage due to negligent or improper operation on the part of the County shall not be considered an obligation of the Contractor. Twelve months after the date of the final completion, the County shall make a final inspection of the work. If final inspection shows the work to be complete in accordance with the contract, plans and specifications, such acceptance shall be prerequisite to the release of the maintenance bond.

Should the final inspection show defects due to the non-fulfillment of this contract, the County shall so notify the Contractor in writing and thereupon the Contractor shall repair or replace all defects of materials, equipment or workmanship at his own cost and expense.

If the Contractor shall fail to make such repairs after written notification, the County shall cause such repairs to be made at the expense of the Contractor.

TERMINATION OF THE CONTRACT FOR CONVENIENCE OF THE COUNTY: The County may terminate the Contract at any time for the convenience of the County. The County will compensate the Contractor according to sections 109.04 and 109.05 of ODOT's 2019 Construction and Material Specification for termination of the Contract for the convenience of the County. This is subject to the provisions of ORC 5525.14.

FINAL PAYMENT

The County agrees that if all the work is in good order and approved by the County following inspection, the Contractor shall be entitled to the whole sum of the final payment. All previous partial estimates and payments shall be subject to correction in the final estimate and payment.

The acceptance of the final payment by the Contractor shall operate as, and be considered a release of the County from all claims and liability to the Contractor for any reason whatsoever.

Dispute Resolution and Administrative Claims Process

Whenever an issue is elevated to a dispute, the parties shall exhaust *Lorain County's* Dispute Resolution and Administrative Claim process as set forth below prior to filing an action in any court of competent jurisdiction. The following procedures do not compromise the Contractor's right to seek relief in any court of competent jurisdiction.

All parties to the dispute must adhere to the Dispute Resolution and Administrative Claim process. Do not contact *Lorain County* personnel who are to be involved in a Step 2 or Step 3 review until a decision has been issued by the previous tier. *Lorain County* personnel involved in Step 2 or Step 3 reviews will not consider a dispute until the previous tier has properly reviewed the dispute and issued a decision.

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

Disputes and claims by subcontractors and suppliers may be pursued by the Contractor on behalf of subcontractors or suppliers. Disputes and claims by subcontractors and suppliers against *Lorain County* but not supported by the Contractor will not be reviewed by *Lorain County*. Disputes and claims of subcontractors and suppliers against the Contractor will not be reviewed by *Lorain County*.

Continue with all work, including that which in dispute. *Lorain County* will continue to pay for work not in dispute.

Lorain County will not make the adjustments allowed by 104.02.B, 104.02.C, and 104.02.D of the 2019 ODOT Construction and Materials Specifications if the Contractor did not give notice as specified above. This provision does not apply to adjustments provided in Table 104.02-2 of the 2019 ODOT CMS.

Step 1 (On-Site Determination): Contractor should provide immediate oral notification to the *Project Engineer* upon discovering a circumstance that may require a revision to the Contract Documents or may result in a dispute. Upon notification, the Engineer will attempt to resolve the identified issue as quickly as possible

If the Engineer has not resolved the identified issue within two (2) working days after receipt of oral notification, provide written notice to the Engineer of any circumstance that may require a revision to the Contract Documents.

The *Project Engineer* will meet with the Contractor's superintendent within two (2) working days of receipt of the Contractor Written Early Notice set forth in 108.02.F of the 2019 ODOT CMS. They will review all pertinent information and contract provisions and negotiate in an effort to reach a resolution according to the Contract Documents.

The *Project Engineer* will issue a written decision of Step 1 within fourteen (14) calendar days of the meeting and receipt of substantiating documentation. If the dispute is not resolved, either abandon or escalate the dispute to Step 2.

Step 2 (Lorain County Dispute Resolution Committee): The *Lorain County Dispute Resolution Committee* will be responsible for hearing and deciding disputes at the Step 2 level. The committee will consist of the *County Engineer*, *Assistant County Engineer*, and *Deputy Engineer* or designees (other than the project personnel involved).

Within seven (7) calendar days of receipt of the Step 1 decision, submit a written request for a Step 2 meeting to the *County Engineer*. The *County Engineer* will assign the dispute a dispute number. Within fourteen (14) calendar days of receipt of the request for a Step 2 meeting, submit the dispute documentation as follows:

- a) Submit three (3) complete copies of the documentation of the dispute to the *County Engineer*.
- b) Identify the dispute on a cover page by county, project number, Contractor name, subcontractor or supplier (if involved in the dispute), and dispute number.
- c) Clearly identify each item for which additional compensation and/or time is requested.
- d) Provide a detailed narrative of the disputed work or project circumstance at issue. Include the dates of the disputed work and the date of early notice.
- e) Reference the applicable provisions of the plans, specifications, proposal, or other contract documents in dispute. Include copies of the cited provisions in the dispute documentation.
- f) Include the dollar amount of additional compensation and length of contract time extension requested.
- g) Include supporting documents for the requested compensation stated in letter (f) above.
- h) Provide a detailed schedule analysis for any dispute involving additional contract time, actual or constructive acceleration, or delay damages. At a minimum, this schedule analysis must include the Schedule Update immediately preceding the occurrence of the circumstance alleged to have caused delay and must comply with accepted industry practices. Failure to submit the required schedule analysis will result in the denial of that portion of the Contractor's request.
- i) Include copies of relevant correspondence and other pertinent documents.

Within fourteen (14) calendar days of receipt of the Contractor's dispute documentation, the committee will conduct the Step 2 meeting with the Contractor personnel who are authorized to resolve the dispute. The committee will issue a written decision of Step 2 within fourteen (14) calendar days of the meeting. If the dispute is not resolved, either abandon or escalate the dispute to Step 3.

Step 3 Hired Neutral Third Party (Mediation): Submit a written Notice of Intent to File a Claim to the *County Engineer*, who will serve as the Dispute Resolution Coordinator (DRC), within fourteen (14) calendar days of receipt of the Step 2 decision.

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

Submit six (6) complete copies of the claim documentation to the DRC within thirty (30) calendar days of receipt of the Notice of Intent to File a Claim. This timeframe may be extended upon mutual agreement of the parties and with approval of the DRC.

In addition to the documentation submitted at Step 2:

- a) Enhance the narrative to include sufficient description and information to enable understanding by a third party who has no knowledge of the dispute or familiarity with the project.
- b) Certify the claim in writing and under oath using the following certification:

"I, (Name and Title of an Officer of the Contractor) certify that this claim is made in good faith, that all supporting data is accurate and complete to the best of my knowledge and belief, and that the claim amount accurately reflects the contract amendment for which (Contractor Company name) believes Lorain County is liable."

Sign and date this claim certification and have the signature notarized pursuant to the laws of the State of Ohio. The date the DRC receives the certified claim documentation is the date of *Lorain County's* Receipt of the Certified Claim for the purpose of the calculation of interest as defined in 108.02.G.4 of the 2019 ODOT CMS.

- c) An overview of the project.
- d) Response to each argument set forth by the Contractor.
- e) Any counterclaims, accompanied by supporting documentation, *Lorain County* wishes to assert.

The *County Engineer* will then choose Mediation in the manner in which those methods are practiced by the *County Engineer* and allowed by law. The DRC will coordinate the agreement of the parties to the Mediation, and the selection of a Mediator. The fees of the Mediator will be shared equally between *Lorain County* and the Contractor. The DRC will obtain a written agreement, signed by both parties, that establishes the

Mediation process. The Mediator will have complete control of the claim upon execution of the Mediation agreement.

The Moderator will render a decision within sixty (60) calendar days of the hearing. Within thirty (30) calendar days of receipt of the Moderator's decision, either accept or reject the decision in writing. In the event the Contractor fails to do so, the *County Engineer* may revoke any offers of settlement contained in the decision.

Mediation is the final step of *Lorain County's* Dispute Resolution Process.

SPECIFIC PROVISIONS

LOCAL LABOR TO BE EMPLOYED:

The Contractor, in the construction of the work, shall give preference in employment to citizens of the County of Lorain, and where citizens of the County are not available, shall give preference to citizens of the State of Ohio.

LABOR – CONDITIONS AND EMPLOYMENT:

The provisions of this contract as to hours, wages and employment shall apply with equal force to all workmen engaged in the performance of this contract, whether employed by the original contractor or by a subcontractor. Preference shall be given to qualified local residents in the employment of laborers and mechanics for work on the project under this contract. No person under the age of sixteen (16) years shall be employed on the project under this contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety, or to the health or safety of others, shall be employed on the project under this contract – provided that this shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform. No person currently serving sentence in a penal or correctional institution, and no inmate of an institution for mental diseases, shall be employed on the project under this contract.

There shall be no discrimination by reason of race, creed, color, national origin or political affiliations, in the employment of persons for work under this contract, if such persons are qualified by training and experience for the work.

The legal rights of all workers on the project under this contract to organize and to bargain collectively, to be protected from the requirements to join a company union, and to enjoy freedom of expression and action with respect to wages, hours and conditions of labor, shall not be infringed.

In case the Owner so elects, the Contractor shall require that workers on the project under this contract must register at such times and places and in such manner as the Owner shall direct.

Supplemental Specifications

1. STEEL PRODUCTS MADE IN THE UNITED STATES

Domestic steel use requirements as specified in Ohio Revised Code §153.011 apply to this project. Copies of §153.011 can be obtained from any of the offices of the department of administrative services or through <http://codes.ohio.gov/orc/153.011>.

2. WAGE SCALE

This project is subject to the Ohio prevailing wage rate law, Sections 4115.03 to 4115.16, Revised Code, and the Contractor shall comply with all provisions of said law and shall pay its employees in accordance with prevailing wage rates which will be attached to the Contract.

A schedule of the most current prevailing wage rates may be accessed by logging in/registering with the Ohio Department of Commerce - Division of Industrial Compliance – Wage and Hour at the following web address: <https://pwr.com.ohio.gov/>

3. UNRESOLVED FINDING FOR RECOVERY

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

4. OHIO WORKERS' COMPENSATION COVERAGE

The Contractor shall secure and maintain valid Ohio workers' compensation coverage until the project has been finally accepted by the local contracting authority. A certificate of coverage evidencing valid workers' compensation coverage must be submitted to the local contracting authority before the contract is executed.

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

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

5. DRUG-FREE WORKPLACE PROGRAM

In accordance with Ohio Revised Code §153.03 and during the life of this project, the Contractor and all its Subcontractors that provide labor on the Project site must be enrolled in and remain in good standing in the Ohio Bureau of Worker's Compensation ("OBWC") Drug-Free Workplace Program ("DFWP") or a comparable program approved by the OBWC.

6. OHIO PREFERENCE

In accordance with Ohio Revised Code §164.05 (A)(6), to the extent practicable, the Contractor and subcontractor shall use Ohio products, materials, services and labor in connection with this project.

7. BID GUARANTY

In accordance with Ohio Revised Code §153.54, the contractor shall file with the bid a bid guaranty in the form of either: 1) a bond for the full amount of the bid, or 2) a certified check, cashier's check, or letter of credit equal to 10% of the bid.

8. OHIO ETHICS LAW

Contractor agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

9. ODOT CMS

The 2023 State of Ohio Department of Transportation "Construction and Material Specifications and Standard Drawings", as amended to date, are the specifications for this contract unless specifically modified on the plans or specifications. The attached supplement clarifies said specifications.

ODOT MANUAL SUPPLEMENT

This Supplement shall apply where and to the extent that the State of Ohio Department of Transportation Construction and Material Specifications, dated January 1, 2023, is expressly incorporated into the Contract Documents via the Owner-Contractor Agreement, or when designated as a Contract Document in the list of Contract Documents in the Owner-Contractor Agreement, or is referenced anywhere else in the Contract Documents as one of the Contract Documents.

1. **Regardless of any terms to the contrary in Division 100 or elsewhere, any directions or orders of the Engineer that will result in an adjustment of the Contract Price or the Contract Time shall require the prior written approval of the Owner. It is expressly understood and agreed that the Engineer does not have authority to authorize changes or modifications in the Contract Price or Contract Time.**
2. **The Contractor's obligations under this ODOT Supplement are in addition to and not in limitation of its other obligations under the Contract Documents.**
3. **Delays.** Regardless of the terms in this ODOT Supplement, including Item 109.05, all time adjustments shall be subject to a) filing a Claim in accordance with Paragraph 12.01 of the General Conditions of the Contract for Construction (EJCDC C-700, 2018 edition) ("General Conditions"), b) substantiating the Contractor's entitlement to a time adjustment in accordance with Paragraph 11.08 of the General Conditions and c) Item 109.05. The Contractor will be entitled to additional compensation for delays but only for those delays described in Paragraph 4.05A of the General Conditions. As part of the Claims process and as a condition precedent to receiving any additional compensation, the Contractor shall prepare a cost analysis as allowed by Item [109.05.D](#) substantiating its entitlement to additional compensation.
4. **Division 100, General Provisions.** The following Division 100 General Provisions of the State of Ohio Department of Transportation, Construction Specifications Manual dated January 1, 2023 are incorporated in this ODOT Supplement, subject to any changes or limitations herein.
 - a. Item 101.01, General.
 - b. Item 101.02, Abbreviations, provided that references to DCE, DDD, DET, and DGE shall mean the Owner.
 - c. Item 101.03, Definitions, provided where terms that are defined in the other Contract Documents, the definition in the other Contract Documents shall control, and further provided that the following definitions are deleted, modified and/or added:
 - i. Claims is deleted.
 - ii. Contract Bond is deleted.
 - iii. Contract Documents is deleted.
 - iv. Contract Price is deleted.
 - v. Contract Time is deleted.
 - vi. Contractor is deleted
 - vii. Department shall mean the Owner.

- viii. Director shall mean the Owner's representative.
- ix. Disputes is deleted.
- x. Engineer is deleted.
- xi. Extra Work Contract is deleted.
- xii. Final Acceptance shall mean Final Completion as defined in the Owner Contractor Agreement.
- xiii. Final Inspector shall mean the Owner.
- xiv. Laboratory is deleted.
- xv. Prebid Question is deleted.
- xvi. Proposal Guaranty is deleted.
- xvii. Questionnaire is deleted.
- xviii. Shop drawings is deleted.
- xix. Signatures on Contract Documents is deleted.
- xx. State or state shall mean the Owner.
- xxi. Subcontractor is deleted.
- xxii. Work is deleted.
- d. Item 101.04, Interpretations.
- e. Item 103.03, Cancellation of Award.
- f. Item 104.02.D, Significant Changes in the Character of the Work, shall include the first paragraph only, provided that all references to Item 108 are deleted and that all time adjustments shall be subject to filing a Claim in accordance with the General Conditions and substantiating the entitlement to an extension of time as provided in the General Conditions (EJCDC Document C-700, 2018 edition) ("General Conditions"). All other sections of Item 104.02.D are deleted.
- g. Item 104.03, Rights in and Use of Materials Found on the Work.
- h. Item 104.04, Cleaning Up.
- i. Item 105.02, Plans and Working Drawings, provided that the review of submittals may be by the Owner or the Engineer in the Owner's discretion.
- j. Item 105.06, Superintendent.
- k. Item 105.10, Inspection of Work.
- l. Item 105.11, Removal of Defective and Unauthorized Work.
- m. Item 105.12, Load Restrictions.
- n. Item 105.13, Haul Roads, provided that the second paragraph in this Item is deleted. The Contractor shall be responsible for any damage to the roads referred to in the second paragraph.

- o. Item 105.14, Maintenance During Construction, except substitute “Final Completion” for “Final Inspection” and delete the remainder of the first sentence. Additionally, delete the second to last sentence in this Item.
- p. Item 105.15, Failure to Maintain Roadway or Structure.
- q. Item 105.16, Borrow and Waste Areas.
- r. Item 105.17, Construction and Demolition Debris.
- s. Item 106.01, Source of Supply and Quality Requirements.
- t. Item 106.02, Samples, Tests and Cited Specifications, provided that this Item will be optional at the discretion of the Owner. If the Owner elects to proceed under this Item, a) the Contractor without additional cost will provide material samples as required by the Owner, and b) the Owner may conduct such tests as it determines proper.
- u. Item 106.03, Small Quantities and Materials for Temporary Application.
- v. Item 106.04, Plant Sampling and Testing Plan.
- w. Item 106.05, Storage of Materials.
- x. Item 106.06, Handling Materials.
- y. Item 106.07, Unacceptable Materials.
- z. Item 106.08, Department-Furnished Material.
- aa. Item 106.09, Steel and Iron Products Made in the United States.
- bb. Item 107.01, Laws to be Observed.
- cc. Item 107.02, Permits, Licenses, and Taxes.
- dd. Item 107.03, Patented Devices, Materials, and Processes.
- ee. Item 107.05, Federal-Aid Provisions.
- ff. Item 107.06, Sanitary Provisions.
- gg. Item 107.07, Public Convenience and Safety.
- hh. Item 107.08, Bridges Over Navigable Waters.
- ii. Item 107.09, Use of Explosives, provided that both bringing explosives onto the site and any use of explosives shall require the prior written approval of the Owner.
- jj. Item 107.10, Protection and Restoration of Property, provided that the Contractor shall remain responsible for all damage and injury to property until the Project is Finally Complete.
- kk. Item 107.11, Contractor’s Use of the Project Right-of-Way or Other Department-Owned Property, provided the reference to Item 109.12 is deleted.
- ll. Item 107.12, Responsibility for Damage Claims and Liability Insurance, provided that all notices and certificates shall be delivered to the Owner’s representative and, if there is no Owner’s representative, to the Engineer. Reference to the “State of Ohio, Department of Transportation” shall mean the Owner. **Note.** The following Sections in the General Conditions of the Contract for Construction (EJCDC C-700, 2018 edition)

as modified are deleted: 6.04 Builder's Risk and Other Property Insurance, 6.05 Property Losses; Subrogation, 6.06, Receipt and Application of Property Insurance Proceeds.

- mm. Item 107.13, Reporting, Investigating, and Resolving Motorist Damage Claims, provided that this item is modified to read, "When a motorist reports damage to its vehicle either verbally or in writing to the Contractor, the Contractor shall within 3 days make and file a written report to the Owner and the Engineer and also file a report with its insurance carrier".
- nn. Item 107.14 Opening Sections of Project to Traffic, provided that the reference to Item 108.06 is deleted.
- oo. Item 107.15, Contractor's Responsibility for Work, provided that reference to "Final Inspection according to [109.12.A](#)" shall mean "Final Completion."
- pp. Item 107.17, Furnishing Right-of-Way.
- qq. Item 107.19, Environmental Protection, provided that the Owner makes no representation as to having acquired any permits unless expressly provided in the Contract Documents. The Contractor will comply with any permits obtained by the Owner.
- rr. Item 107.20, Civil Rights.
- ss. Item 107.21, Prompt Payment.
- tt. Item 108.01, Subletting of the Contract, provided that the Contractor need not provide the Owner with information or reports on DBE participation unless the Contract Documents otherwise requires such reports or information. Additionally, unless otherwise provided in the Contract Documents the 50% self contracting requirement in the first sentence is waived.
- uu. Item 108.04, Limitation of Operations.
- vv. Item 108.05, Character of Workers, Methods, and Equipment.
- ww. Item 108.10, Payroll Records.
- xx. Item 109.01, Measurement of Quantities, provided that this item will apply only where payment is to be based on the measurement of quantities.
- yy. Item 109.02, Measurement Units.
- zz. Item 109.03, Scope of Payment.
- aaa. Item 109.04, Compensation for Altered Quantities and Eliminated Items.
- bbb. Item 109.05, Changes and Extra Work as modified in this Supplement, provided that a) the references to Items 105.07, 105.10 and 108 are deleted, b) all negotiated prices shall require the Owner's written approval, c) the Owner must approve in writing any directions or orders by the Engineer to proceed with force account work, d) in Item 109.05.B.2 the reference to Department shall mean the Ohio Department of Transportation, e) the compensation provided in [109.05.B](#) through [109.05.D](#) constitutes payment in full for all the items referred to in Item 109.05.C.10, except for any additional compensation for delays, f) the mark-ups provided in Items 109.05.D.2.b and 109.05.D.2.d are deleted, and g) Item 109.05.D.2.f regarding home office overhead

is deleted. The Contractor's entitlement to home office overhead, if any, shall be subject to current Ohio law.

ccc. 109.06, Directed Acceleration.

ddd. 109.07, Inefficiency.

eee. 109.08, Unrecoverable Costs.

5. **Divisions 200 through 700.** Divisions 200 through 700 of the State of Ohio Department of Transportation, Construction Specifications Manual dated January 1, 2023 are incorporated in this ODOT Supplement.

- a. All references to Division 100 Items in Divisions 200 through 700 shall be to the Division 100 Items as modified in this Supplement.
- b. Where Division 100 Items are referred to in Divisions 200 through 700 but are not included in this Supplement, the deleted references will be governed by this Paragraph 5.
- c. In Item 203.04, the reference to Item 108.06 shall be governed by Paragraph 3, Delays, in this Supplement.
- d. In Item 514.24, the reference to Item 109.10 shall be governed by the payment provisions in the General Conditions.
- e. In Item 624.04, the reference to item 109.09 shall be governed by the payment provisions in the General Conditions, i.e., the Owner will process and make payments in accordance with the provisions in the General Conditions. The basis for payment of mobilization costs will be as provided in Item 624.04.
- f. General to Divisions 200 through 700. The basis for payment provided in the Basis for Payment items in these Divisions shall be the basis for payment to the Contractor when applicable.

END OF ODOT SUPPLEMENT

Engineer's Estimate of Construction Cost

The estimated construction cost total is **\$1,484,000.00.**

BID PROPOSAL
PAGE 1 OF 3

TO THE LORAIN COUNTY STORM WATER MANAGEMENT DISTRICT, LORAIN COUNTY, OHIO

For the construction of: **Fortune & Dickson Ditch Restoration, Columbia Township, Eaton Township, & City of North Ridgeville**

In accordance with the plans and specifications now on file in the office of the Lorain County Engineer, 247 Hadaway Street, Elyria, Ohio 44035. The signer of this proposal, as bidder, declares that the only persons, company, or parties interested in this proposal, as principals, are named herein; that he/she has carefully examined the contract documents (Legal Notice, Bid Proposal, General Provisions, Bonds, Contract, Plans, Specifications, Detailed Provisions, and Engineer's Estimate) and understands that the "Standard Construction and Material Specifications" of the Ohio Department of Transportation, in effect as of the date of this proposal, are incorporated herein as if fully and completed attached hereto, and made a part hereof, that he/she has made all investigations necessary to determine the location, character, and extent of the work, and agrees to furnish all labor, material, and equipment necessary to complete the above mentioned improvement within the time indicated, and subject to the wage rates set forth in the United States Department of Labor (USDOL) wage decision, the following prices, to wit:

ITEM	ODOT SPEC	MATERIAL DESCRIPTION	ESTIMATED QUANTITY	UNIT	LABOR PRICE	MAT'L. PRICE	TOTAL UNIT \$	TOTAL BID FOR ITEM
1	103	Premium for Contract Performance Bond	1	LS				
2	201	Clearing and Grubbing, as per plan	15.1	AC				
3	202	Pipe Removed, 24" and Under	80	FT				
4	202	Pipe Removed, Over 24"	50	FT				
5	202	Pavement Removed, as per plan	48	SY				
6	202	Structure Removed, as per plan	1	LS				
7	202	Fence, Misc., as per plan	1	LS				
8	203	Excavation, as per plan	6,185	CY				
9	203	Embankment, as per plan	75	CY				
10	203	Spoils Removal - Hauling and Disposal, as per plan	5,990	CY				
11	204	Subgrade Compaction	28	SY				
12	204	Proof Rolling	1	HR				
13	411	Stabilized Crushed Aggregate, as per plan	5	CY				
14	509	Epoxy Coated Reinforcing Steel	3,770	LB				

BID PROPOSAL
PAGE 2 OF 3

ITEM	ODOT SPEC	MATERIAL DESCRIPTION	ESTIMATED QUANTITY	UNIT	LABOR PRICE	MAT'L. PRICE	TOTAL UNIT \$	TOTAL BID FOR ITEM
15	511	Class QC1 Concrete, Retaining/Wingwall not including Footing	11	CY				
16	511	Class QC1 Concrete, Footing	28	CY				
17	511	Class QC1 Concrete, Headwall	1	CY				
18	512	Sealing of Concrete Surfaces (Epoxy-Urethane)	44	SY				
19	512	Type 2 Waterproofing	49	SY				
20	518	Porous Backfill with Geotextile Fabric	1	LS				
21	601	Rock Channel Protection, Type B, With Filter, as per plan	135	CY				
22	601	Rock Channel Protection, Type C, With Filter, as per plan	25	CY				
23	601	Rock Channel Protection, Type D, With Filter, as per plan	8	CY				
24	601	Rock Channel Protection, Type D, With Filter, as directed	100	CY				
25	602	Concrete Masonry	3	CY				
26	611	4"-8" Conduit, Type E, as directed	100	FT				
27	611	10"-12" Conduit, Type E, as directed	100	FT				
28	611	12" Conduit, Type D, 706.02, Class III, as per plan	128	FT				
29	611	12" Conduit, Type C, 707.33, as per plan	153	FT				
30	611	24" Conduit, Type D, 707.33, as per plan	26	FT				
31	611	8' x 6' Conduit, Type A, 706.05, as per plan	16	FT				
32	614	Maintaining Traffic	1	LS				
33	623	Construction Layout Stakes	1	LS				
34	624	Mobilization	1	LS				

BID PROPOSAL
PAGE 3 OF 3

ITEM	ODOT SPEC	MATERIAL DESCRIPTION	ESTIMATED QUANTITY	UNIT	LABOR PRICE	MAT'L. PRICE	TOTAL UNIT \$	TOTAL BID FOR ITEM
35	651	Topsoil Stockpiled, as per plan	120	CY				
36	652	Placing Stockpiled Topsoil	120	CY				
37	659	Seeding and Mulching, Class 2, as per plan	73,500	SY				
38	671	Erosion Control Mat, Type C, as per plan	15,600	SY				
39	832	Construction Entrance, as per plan	95	CY				
40	SPC	Erosion Control, as per plan	1	LS				
41	SPC	Full-Height Headwall, as per plan	2	EA				
42	SPC	Stormwater Pollution Prevention Plan, as per plan	1	LS				
43	SPC	Temporary Wetland Matting	4,390	FT				
44	SPC	Permanent Access Drive, as per plan	5	EA				
45	SPC	Ditch Access Sign, as per plan	7	EA				
46	SPC	Construction Contingency, as directed	1	LS				\$134,900.00

CONTRACTOR'S TOTAL BID: \$

BIDDER'S AUTHORIZED SIGNATURE & PRINTED NAME	TITLE	DATE	PHONE NUMBER	EMAIL
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BIDDER'S COMPANY NAME	STREET ADDRESS	CITY	STATE	ZIP
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RESPONSIBLE BIDDER INFORMATION

Company Name

Address

Telephone Number

Fax Number

E-Mail Address

Federal Tax I.D.

How long at this address?

Previous address if less than two years at the above address

TYPE OF OWNERSHIP

☐ Sole Proprietor

Please submit copies of certified financial statements, prepared by a certified public accountant, and/or tax returns for the past three years.

☐ Partnership

Date of Partnership Agreement

Name of Partners

Address

% of Partnership

Please submit copies of: Partnership Agreement, certified financial statements, prepared by a certified public accountant, and/or tax returns for the past three years.

☐ Corporation

Stockholders Name

Address

of Shares

Board of Directors

<u>Name</u>	<u>Address</u>	<u># of Shares</u>
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Executive Officers

<u>Name</u>	<u>Address</u>	<u># of Shares</u>
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Date of Incorporation

State of Incorporation

Number of Authorized Shares

Number of Issued Shares

Please submit copies of certified financial statements, prepared by a certified public accountant, and/or tax returns for the past three years.

☐ Joint Venture

<u>Name</u>	<u>Address</u>	<u>Percent</u>
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Please submit copies of Joint Venture Agreement (include how each partner is to participate in the management and performance of the work, percentages, project number and location) certified financial statements, prepared by a certified public accountant, and/or tax returns for the past three years.

BUSINESS HISTORY

Number of years in engaged as a contractor in the construction industry

Have you conducted business under another name? ☐ Yes ☐ No

If yes, complete the following:

Company Name

Address

Telephone

Federal Tax ID

Trade

MANAGEMENT INFORMATION

List the names of each person who performs the following function:

Bookkeeping/Accounting

Estimating

Banking/Check Signing

Taxes

EXPERIENCE

List projects your company worked on of comparative size, complexity and cost within recent years, demonstrating the bidder's ability and capacity to perform a minimum of thirty percent (30%) on a dollar cost basis of the project with its own forces.

Project Name & Location	Contact Person & Phone #	Contract Amount	% of work performed By own forces
----------------------------	-----------------------------	-----------------	--------------------------------------

For each project listed, **please attach documentation** regarding: timeliness of performance, quality of work, extension requests, fines and penalties imposed and payment thereof, liens filed, history of claims for extra work, and contract defaults, if any.

Attach a list your company's recent experience record in the construction industry, including the original contract price for each construction job undertaken, the amount of any change orders or cost overruns, and the company's record for complying with and meeting completion deadlines on construction projects.

Within the previous five years, was this company ever determined by a public entity not to be a responsible bidder? ☐ Yes ☐ No

If yes, state the reasons given by the public entity

Please attach documentation of company's financial responsibility to procure insurance and acceptable performance bonds required for the project.

List any claims made against performance bonds secured by company on other projects:

<u>Project Name</u>	<u>Amount of Claim</u>	<u>Date of Claim</u>
---------------------	------------------------	----------------------

List any suspensions or revocations of any professional license of any director, officer, owner or managerial employee.

<u>Name</u>	<u>Type of License</u>	<u>Date of Suspension</u>
-------------	------------------------	---------------------------

List any OSHA violations within the previous three years, as well as all notices of OSHA citations filed against the company in the same three-year period together with a description and explanation of remediation or other steps taken regarding such violations and notice of violation.

<u>Date of Violation</u>	<u>Description/Explanation</u>
--------------------------	--------------------------------

List any and all violations within the previous five years pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, sex or national origin and/or violations of an employees civil or labor rights or equal employment opportunities.

<u>Date of Violation</u>	<u>Description/Explanation</u>
--------------------------	--------------------------------

List any litigation and/or judgments in which you or your company has been named as a defendant or third party defendant involving a claim for personal injury or wrongful death arising from performance of work related to any project within the previous five years.

Date of Judgment

Description/Explanation

List any allegations of violation of the prevailing wage law and any other state or federal labor law, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies or unfair labor practices within the past five years.

Date of Violation

Description/Explanation

List any violations of the workers compensation law.

Date of Violation

Description/Explanation

List any criminal convictions or criminal indictments involving you, your company, its officers, directors, owners and/or managerial employees, within the past five years.

Date of Conviction/

Indictment

Name and Title

Conviction/Indictment

List any violations within the past five years or pending charges concerning federal, state or municipal environmental and/or health laws, codes, rules and/or regulations.

Date of Violation

Description/Explanation

☐ Yes, company provides health insurance in compliance with the Patient Protection and Affordable Care Act to its employees.

Provide identity of permanent workforce that will be employed on the public contract. Include number of employees (or contract labor) to be assigned to the contract, their city and state of residence and the job description or trade specialties. This information can be prepared separately and attached to this document for submittal.

Identify any temporary workforce that will be employed on the public contract to include the number of employees (or contract labor) to be assigned to the contract, their city and state of residence and their job description or trade specialties. This information can be prepared separately and attached to this document for submittal.

☐ Yes, company participates in a bona fide apprenticeship program that is approved by the Ohio State Apprenticeship Council and the United States Department of Labor.

☐ No, company does not participate in a bona fide apprenticeship program that is approved by the Ohio State Apprenticeship Council and the United State Department of Labor.

Company has adopted and implemented a comprehensive drug and alcohol testing program for its employees. ☐ Yes ☐ No

Company's employees are OSHA-10 and/or OSHA-30 certified. ☐ Yes ☐ No

I hereby acknowledge that the foregoing information is true and correct to the best of my knowledge, information and belief and that failure to provide complete, truthful and accurate information may be grounds for immediate disqualification of any bid or proposal.

Signature

Typed name and title

Company Name and Address

STATE OF OHIO
COUNTY OF LORAIN

Before me, a Notary Public for the State of _____, appeared the above named _____, who acknowledged that they/he/she signed the foregoing instrument and that their signing was there/his/her free act and acknowledges the above statements are true.

In testimony whereof, I have hereto subscribed my name and affixed my seal this _____ day of _____, _____.

Notary Public, State of OHIO
Commission Expires

**ADDITIONAL RESPONSIBLE BIDDER REQUIREMENTS
FOR CONTRACTS GREATER THAN \$250,000.00**

Check each box that applies.

- ☐ Company acknowledges that it will pay wages and benefits to workers assigned directly to the Project that total, equal or exceed the prevailing wages for comparable jobs as established by the Department of Commerce, Bureau of Wage and Hour, for the State of Ohio, inclusive of insurance and other paid benefits. Administration personnel, office personnel and supervisory personnel shall not be considered "workers";
- ☐ Company employees' wages and benefits are paid in accordance with the above paragraph and that said wages are reported to the Internal Revenue Service by way of a W-2 form and not a 1099 form;
- ☐ Company has available to its employees, health insurance compliant with the Patient Protection and Affordable Care Act;
- ☐ Company has in place a substance abuse program which includes periodic testing at least once every 12 months, and a treatment program for those employees who test positive for banned or illegal substance.
- ☐ Company's employees who are assigned to perform work on the Project have successfully completed a bona fide, OSHA approved safety program and that employees assigned to perform skilled trades work have completed or are currently enrolled in a bona fide, state approved training or apprenticeship program.
- ☐ Twenty percent (20%) of the workers directly assigned to the Project are non-Caucasian (Black, Hispanic, Asian, American Indian, etc.) and that at least fifteen percent (15%) of the workers directly assigned to the Project are female. For purposes of this paragraph, a worker may be counted to meet more than one requirement (e.g., Hispanic female).

The County reserves the right to grant relief from the requirement above, provided that the contractor has demonstrated to the County that it has made a good faith effort to comply based on objective, written criteria established by the County from time to time.

I hereby acknowledge that the foregoing information is true and correct to the best of my knowledge, information and belief and that failure to provide complete, truthful and accurate information may be grounds for immediate disqualification of any bid or proposal.

Signature

Typed name and title

Company Name and Address

STATE OF OHIO
COUNTY OF LORAIN

Before me, a Notary Public for the State of _____, appeared the above named _____, who acknowledged that they/he/she signed the foregoing instrument and that their signing was there/his/her free act and acknowledges the above statements are true.

In testimony whereof, I have hereto subscribed my name and affixed my seal this _____ day of _____, _____.

Notary Public, State of OHIO
Commission Expires _____

BID GUARANTY AND CONTRACT BOND

(Section 153.571 Ohio Revised Code)

KNOWN ALL MEN BY THESE PRESENTS,

That we, the undersigned _____

(Name and Address)

as Principal and _____

(licensed to do business in the State of Ohio) as Surety, are hereby held and firmly bound unto

The Lorain County Board of Commissioners

hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the

Principal to the Obligee on _____ Day of _____, 20____,

to undertake the project known as: _____

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporation 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 above line is left blank the penal sum will be the amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. (A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

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

NOW THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not 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 the 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 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 condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialmen or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

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

SIGNED AND SEALED This _____ day of _____, 20_____.

PRINCIPAL:

SURETY COMPANY ADDRESS:
BOND DEPARTMENT

BY: _____

Company Name

TITLE: _____

SURETY: _____

Street

COMPANY: _____

BY: _____

Attorney-In-Fact

City

Telephone No: _____

Telephone No. _____

SURETY AGENTS ADDRESS:

Agency Name

Street

City State Zip Code

Telephone No _____

AFFIDAVIT

Sate of Ohio
County of _____

I, _____, _____ swear that on _____, 20____, I/we
(name of signing party) (title)

Submitted a competitive bid for a contract with Lorain County, Ohio for _____
(Project Name)

NON-COLLUSION

_____, its agents, officers, or employees have not directly or indirectly
(Insert name of individual, partnership, corporation)
entered into any agreement, participated in a collusion, or otherwise taken any action in restraint of free
competitive bidding in connection with this proposal.

ANTI-DISCRIMINATION STATEMENT

_____, does hereby agree that in the hiring of employees for the performance of work
(Insert name of individual, partnership, corporation)
under this contract or any subcontract hereunder, no contractor or sub-contractor or any person acting on behalf of such
contractor shall by reason of race, creed or color, or handicap, discriminate against any citizen of the State of Ohio in the
employment of laborers or workers who qualify and who are available to perform work to which this contract relates.

_____ further agrees that no contractor, subcontractor nor any person acting on his behalf
(Insert name of individual, partnership, corporation)
shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract
on account of race, creed or color, or handicap.

PERSONAL PROPERTY TAX DISCLOSURE

_____ hereby state:
(Insert name of individual, partnership, corporation)

1. That on _____, 20____, I/we received an award from Lorain County for the contract.
2. That at the time the competitive bid was submitted I/we had/had not been charged with delinquent property taxes on any parcel of real estate within Lorain County, Ohio.
3. That the amount of due and unpaid delinquent taxes is \$_____.
4. And that the amount of due and unpaid penalties and interest is \$_____.

REAL ESTATE TAX DISCLOSURE

_____ hereby state:
(Insert name of individual, partnership, corporation)

1. That on _____, 20____, I/we received an award from Lorain County for the contract.
2. That at the time the competitive bid was submitted I/we had/had not been charged with delinquent Real Estate taxes on any parcel of real estate within Lorain County, Ohio.
3. That the amount of due and unpaid delinquent taxes is \$_____.
4. And that the amount of due and unpaid penalties and interest is \$_____.

(Signature – Title)

(Company Name)

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

Notary Public

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

SAFETY POLICY STATEMENT

_____ does hereby agree that all employees for the performance of work under this contract or any subcontract hereunder, shall comply with all Federal, State, County and Local safety standards, policies and procedures.

_____ further agrees to submit a copy of the company's safety standards, policies and procedures upon request.

Date:_____ By:_____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

LIST OF SUBCONTRACTORS

PROJECT: _____ BID OPENING DATE: _____

THIS LIST IS ATTACHED TO AND IS MADE AN INTEGRAL PART OF THE PROPOSAL SUBMITTED BY _____ FOR THE ABOVE NAMED PROJECT. THE UNDERSIGNED, HEREINAFTER CALLED "BIDDER", LISTS BELOW THE NAMES OF ALL SUBCONTRACTORS WHO WILL PERFORM THE SCOPE OF WORK INDICATED. IF SUBCONTRACTORS ARE NOT TO BE USED AS PART OF THIS PROJECT, BIDDER SHALL STATE THIS BELOW.

SUBCONTRACTOR: _____

ADDRESS: _____

CONTACT: _____ PHONE _____

SCOPE OF WORK: _____

SUBCONTRACTOR: _____

ADDRESS: _____

CONTACT: _____ PHONE _____

SCOPE OF WORK: _____

SUBCONTRACTOR: _____

ADDRESS: _____

CONTACT: _____ PHONE _____

SCOPE OF WORK: _____

SIGNATURE OF BIDDER

TITLE

PROPOSED SUBSTITUTIONS

REFER TO THE "INSTRUCTIONS TO BIDDERS" STANDARDS & SUBSTITUTIONS. BIDDER SHALL LIST HERE ANY SUBSTITUTIONS FOR WHICH CONSIDERATION IS DESIRED AND ANY PRICE CHANGE TO THE BASE BID FOR EACH SUBSTITUTION DESIRED, IF SUCH SUBSTITUTION IS ACCEPTED.

BASE BID NAME, BRAND MAKE OR METHOD	PROPOSED SUBSTITUTION	TO THE BASE BID		
		ADD	DEDUCT	NO CHANGE

IT IS UNDERSTOOD AND AGREED THAT THE PROPOSAL SUBMITTED IS BASED ON FURNISHING "STANDARDS" AS SPECIFIED AND ENTITLES THE BIDDER TO REQUIRE SUCH NAMED MATERIALS AND/OR METHODS TO BE INCORPORATED IN THE PROJECT, EXCEPT IF SUBSTITUTION FOR SAME, BASED ON SUPPLEMENTARY QUOTATIONS ENTERED ABOVE, ARE ACCEPTED AND SUBSEQUENTLY MADE A PART OF THE WRITTEN CONTRACT.

SIGNATURE OF BIDDER

DATE

AGREEMENT
UNIT PRICE CONTRACT

This agreement, made this _____ day of _____ 20_____

Between Lorain County, Ohio, hereinafter called the party of the first part, and _____

_____ of _____ and _____

_____ successors, executors, administrators and assigns hereinafter called the party of the second part.

WITNESSETH: That for and in consideration of payments hereinafter mentioned, to be

Made by party of the first part, party of the second part agrees to furnish all materials, excepting the following: _____

_____ and all appliances, tools

and labor, and perform all the work required for _____

of Section _____ of _____ Road _____

Township, Lorain County, Ohio according to the plans and specifications and estimates and to the satisfaction and acceptance of the party of the first part. In consideration of the premises the party of

the first part agrees to pay the party of the second part the approximate sum of _____

_____ Dollars (\$ _____)

The actual sum to be paid, however, will be the aggregate determined by the work actually performed by the party of the second part, calculated upon the unit prices set out in his proposal hereto attached and made a part hereof.

IN WITNESS WHEREOF, the party of the first part has hereunto subscribed by its County Commissioners,
and the party of the second part has affixed its name.

LORAIN COUNTY, Ohio

By: _____

County Commissioners

CONTRACTOR:

APPROVED AS TO FORM:

Lorain County Prosecutor

**REVISED CODE § 1311.252
NOTICE OF COMMENCEMENT OF A
PUBLIC IMPROVEMENT**

State of Ohio)
)ss:
County of _____)

_____ (the "Affiant"), being first duly sworn, says that:

1. Affiant is the _____ of the _____
(title) (subdivision name and address)

_____ (the "Public Authority").

2. The Public Authority will be commencing a public improvement as identified as follows:

(name, location, and any number)

3. The following lists the name, address and trade of each of the principal contractors working on this public improvement:

NAME

ADDRESS

TRADE

4. The following lists the names and addresses of the sureties for all of these principal contractors:

PRINCIPAL CONTRACTOR

NAME OF SURETY

ADDRESS OF SURETY

5. For the purpose of serving an affidavit pursuant to Revised Code § 1311.26, service may be made upon the following representative of the Public Authority: _____
(name)

_____, at _____
(title) (address)

SWORN TO before me and subscribed in my presence this _____ day of _____, _____.

(SEAL)

Notary Public

CERTIFICATE OF COUNTY AUDITOR

Elyria, Ohio, _____, 20____

I hereby certify that there is sufficient money in the County Treasury, not otherwise
Appropriated to the credit of the _____ Fund,
or has been levied and placed on the duplicate and in the process of collection, not otherwise
appropriated, for the payment of this contract, amounting to \$_____

County Auditor,
Lorain County, Ohio

APPROVAL OF PROSECUTING ATTORNEY

Elyria, Ohio, _____, 20____

I hereby certify that I have examined this contract between the Board of County
Commissioners of Lorain County, and _____
and find the same to be in accordance with the provisions of law and the same is hereby approved.

Prosecuting Attorney,
Lorain County, Ohio

PREVAILING WAGE COORDINATOR

The Lorain County Board of Commissioners has designated **Karen Perkins** as Wage Coordinator, in accordance with Section 4115.071 of the Ohio Revised Code. Her office is located at **226 Middle Ave, Elyria, OH 44035**. Contractors are required to supply to the Wage Coordinator, a schedule of the dates during the life of his contract with Lorain County on which he is required to pay wages to his employees. He shall also deliver to the Wage Coordinator a certified copy of his payroll within two weeks after the initial pay date and supplemental reports for each month thereafter, which shall exhibit for each employee, his name, current address, social security number, number of hours worked, rate of pay, job classifications, fringe payments, and deductions from his wages. Sole Proprietor's (contractor and subcontractors) do not have to report a rate but must report all of their hours on the project in the form of certified payrolls (per Ohio.gov's instructions for preparing certified payroll reports at <https://www.com.ohio.gov/dico/PreparingCertifiedpayrollReports.aspx>). If the life of the contract is expected to be no more than four months from the beginning of performance by the contractor or subcontractor, such supplemental reports shall be filed each week after the initial report. The certification of each payroll shall be executed by the contractor, subcontractor, or duly appointed agent thereof and shall state that the payroll is correct and complete and that during the payroll period, all persons employed on said project have been paid the full weekly wages earned, that no rebates have or will be made either directly or indirectly to, or on behalf of said contractor or subcontractor for the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions.

LISTING OF VIOLATORS OF PREVAILING WAGE

If you or any principal contractor or subcontractor appear on a list of violators as filed with the Secretary of State pursuant to Ohio Revised Code Section 4115.133, you are not qualified to bid on this project if within two years of the date of your conviction.

PREVAILING WAGE COORDINATOR MONITORING PRECEDURES AT PROJECT SITE

1. Wage Coordinator shall spot check employees pay checks in the field on the scheduled pay days for full compliance, with regard to the prevailing wage rates, including benefits. See sections 4115.031 and 4115.11.
2. Wage Coordinator shall visit the project site to get names of employees performing work on the project site, to cross check with payroll reports submitted. See section 4115.07.
3. Wage Coordinator shall verify the subcontractors performing work on the project site with regard to whether they have been approved by the contracting authority. See section 4115.05.

4. Wage Coordinator shall check to see that the prevailing wages are posted on the project site in a place accessible to employees. See section 4115.07.

PREVAILING WAGE MEMORANDUM

A. Contract and subcontract provisions

1. Redetermination of Rate. If the contract under which the prevailing wage is to be paid is not entered into or work thereunder commenced within 90 days from the date of determination, then a redetermination must be obtained. See section 4115.05.
2. Contracts. Every contract with the contractor must provide each laborer, workman, or mechanic employed by the contractor or any subcontractor, or other persons about or upon the project must be paid at the Prevailing Wage provided in Chapter 4115. See section 4115.05.
3. Subcontracts. No contractor or subcontractor under a contract for the project shall sublet any work unless specifically authorized to do so by the contract. See section 4115.05.

B. Reporting obligations placed on contractors and subcontractors

1. General. Contractors and subcontractors should comply with all reporting provisions applicable to them under Chapter 4115, including the following items:
2. Reports to Employees: On the first pay date, furnish each employee not covered by a collective bargaining agreement or an understanding with a bona fide labor organization (a) individual written notification of the job classification assigned to each employee (b) the Prevailing Wage determined applicable to that classification (separated into hourly rate of pay and fringe benefits); and (c) the identity of the Wage Coordinator. Each contractor and subcontractor must also furnish individual written notification to each affected employee every time the job classification of the employee is changed. See section 4115.05.
3. Payment of Wages: Each contractor and subcontractor must make full payment of the Prevailing Wage in legal tender without deductions as described in, or otherwise provided by Section 4115.07. See section 4115.07.

The obligation to make the required payments may be discharged in the manner described in section 4115.031.

Employers who have not established a plan by a labor agreement or otherwise for the provision of wages as defined in division (E)(2) of

Section 4115.03 must pay the Prevailing Wage in full in cash. See section 4115.11.

4. Records to be maintained: Contractors and subcontractors must maintain payroll records with respect to the wages paid to and the number of hours worked by each employee, which must cover all disbursements of wages to employees who are required to be paid not less than the Prevailing Wage. The records must be open to inspection by the Bureau or the Wage Coordinator and are not to be destroyed or removed from Ohio for one year following the completion of the project. See section 4115.07.
5. Posting at project site: Contractors or subcontractors must post in a prominent and accessible place on the project site a legible statement of the schedule of the Prevailing Wages specified in the contract of the various classifications of laborers, workmen, and mechanics employed, which is to remain posted during the life of each contract. See section 4115.07.
6. Report to the Wage Coordinator: As soon as performance is begun under their contract, each contractor or subcontractor must supply or deliver to the Wage Coordinator (a) a schedule of the dates during the life of the contract on which they are required to pay wages to employees and (b) a certified copy of the payroll within two weeks after the initial pay date and supplemental reports for each month thereafter which contain each employee's name, current address, social security number, number of hours worked during each day of the pay period covered and the total for each week, hourly rate of pay, job classification, fringe benefits, and deductions from wages. If the contract life is expected to be no more than four months from the beginning of performance, the supplemental reports shall be filed **each week** after the initial report. See section 4115.071(c).
7. Preparation of payroll certification: Each payroll certification must be executed by the contractor, subcontractor, or their duly appointed agent, recite that the payroll is correct and complete and that the wage rates shown are not less than those required by the contract. See section 4115.071(c).

C. Duties Of the Wage Coordinator

The Wage Coordinator's duties are those specified in Section 4115.071 which include, without limitation, establishing and maintaining for public inspection, files of payroll reports and affidavits submitted by contractors and subcontractors pursuant to Section 4115.03 to 4115.16, ascertaining from contractors or subcontractors, at the beginning of performance under the contract, dates during the life of the contract when payments of wages to employees are to be made; receive from each contractor or subcontractor a copy of the complete payroll as

required, establish and follow procedures to monitor compliance by each contractor and subcontractor with the requirements imposed by Chapter 4115 for timely filing of copies of payroll records; and reporting any delinquency in filings of certified payroll to the Director of the Bureau of Employment Services. See section 4115.071.

D. Enforcement And Penalties

1. Halt of Work: If the Bureau's investigation discloses that a contractor or subcontractor has failed to pay the Prevailing Wage, the Director may order a halt on the part of the contract for which less than Prevailing Wage has been paid until such time as the defaulting contractor has filed a bond with the Bureau in the amount set by the Bureau, conditioned upon payment of the Prevailing Wage. The Bureau may not order the work halted unless it (a) provides written notice to the contractor or subcontractor and their sureties and (b) holds a hearing pursuant to Section 4115.13. See section 4115.15.
2. Employee Suit for Recovery: Any employee upon a project paid less than the applicable Prevailing Wage may recover from the person, firm, or corporation that constructs the project twice the difference between the applicable Prevailing Wage and the amount paid to him. The employee may file suit for recovery within sixty days of the Director of the Bureau of Employment Service's determination of any violations of Chapter 4115.03 to 4115.16. If the employee wins, the employer must pay the costs and reasonable attorney's fees allowed by the court. See section 4115.10(a). Section 4115.032 also provides that "...the Bureau of Employment Services shall, and any interested person may, bring proceedings under such section, to enforce compliance." The term "interested party" is defined in Section 4115.03(F) as follows: "(F) 'Interested party', with respect to a particular improvement, means: (1) Any person who submits a bid for the purpose of securing the award of a contract for construction of the public improvement; (2) Any person acting as a subcontractor of a person mentioned in division (f)(1) of this section; (3) any bona fide organization of labor which has as members or is authorized to represent employees of a person mentioned in division (f)(1) or (2) of this section and which exists, in whole or in part, for the purpose of negotiating with employers concerning wages, hours, or terms, and conditions of employment of employees; (4) an Association having any members of the persons mentioned in division (F)(1) or (2) of this section."
3. Employee complaint to Bureau: Any employee on the project paid less than the applicable Prevailing Wage file a written complaint with the Bureau and, at the employee's written request, the Director may take an assignment of a claim in trust for the assigning employee and bring any legal action necessary to collect the claim. The employer is to pay the

cost and reasonable attorney's fees allowed by the Court if found in violation of Section 4115.03 to 4115.16. See section 4115.01(B).

4. Bureau Suit for Recovery: If upon investigation, the Director determines that a violation has occurred, and no employee files a lawsuit or requests the Director to take an assignment of his wage claim within sixty days, the Director must bring legal action to collect twice the amount owed to employees. See section 4115.01(c).
5. Bureau Investigation: The Director of the Bureau of Employment Services, either upon motion or within five days of the filing of a complaint by an employee under Section 4115.10 or by an interested party under 4115.16. The investigation, powers, duties, hearings, and results of convictions are set forth in sections 4115.131 and 4115.132, O.R.C. For further action on complaints of violations and action by the Bureau, see section 4115.16. See sections 4115.13, 4115.131, 4115.132, and 4115.16.
6. Penalties: Section 4115.99 provides that whoever violates Division (c) of Section 4115.071 (Reports to Wage Coordinator, payroll certification), 4115.10 (Failure to pay requisite wage level), and 4115.11 (method of payment – cash) is guilty of a misdemeanor of the second degree for the first offense; and for each subsequent offense, guilty of a misdemeanor of the first degree. For penalty for misdemeanors, see section 2929.21.
7. List of Convicted Contractors and Subcontractors: The Bureau is to file with the Ohio Secretary of State a list of contractors and subcontractors who it finds have been prosecuted and convicted for violations of Sections 4115.03 to 4115.16 and each such contractor or subcontractor for a period of two years from the date of convictions. In addition, no public authority is to award a contract to any such contractor or subcontractor during the time its name appears on such list. See section 4115.133.

E. General

The Bureau is empowered to make reasonable regulations for contractors and subcontractors to facilitate the administration of the applicable Chapter 4115, O.R.C. requirements. See section 4115.12.

It is recommended that when contacting the Bureau for the Determination and requesting the identity or designation of a Wage Coordinator, also request a copy of any regulations that may have been adopted pursuant to Section 4115.12.

PREVAILING WAGE RATES

See article 2 of the Supplemental Specifications of this bid book for information on prevailing wage rates, of which this contract is subject to. The information in the Supplemental Specifications includes the website to determine the current wage rate information.