



**REQUEST FOR PROPOSALS TO CONSTRUCT  
A COMMUNITY CENTER & ADMINISTRATIVE OFFICES  
LOCATED AT 7924 FITCH ROAD  
OLMSTED TOWNSHIP, OH 44138**

**OLMSTED TOWNSHIP**

**RELEASE DATE: March 11, 2019**

**DUE DATE: March 29, 2019**

**TENTATIVE APPROVAL: Wednesday, April 10, 2019**



## INVITATION TO BID-LEGAL NOTICE

Bids will be received at Olmsted Township Offices located at the Greenbrook Plaza 26908 Cook Road Olmsted Township, Ohio 44138 until **12:00 P.M.** local time, through March 29, 2019.

**NAME OF PROJECT: Olmsted Township Community Center and Administrative Offices Project** All documents, specifications, plans, etc., can be PURCHASED at [www.seblueprint.com](http://www.seblueprint.com). Copies may be PURCHASED for \$100.00 (One Hundred Dollars), (non-refundable fee) through SE Blueprint, Inc., 2035 Hamilton Avenue, Cleveland, Ohio 44114, (216) 241-2250. A \$25 shipping/delivery fee is applicable for each set of Bidding Documents.

Each bid shall be accompanied by a Bid Guarantee in the form of either:

1. A certified check or cashier's check (Bid Check) made payable to "Olmsted Township", in an amount equal to 10% of the bid amount conditioned to provide that if the bid is accepted the bidder will enter into a proper contract for the work; or
2. A Bid Guarantee and Performance Bond, for the full amount of the bid as provided in Section 153.571 of the Ohio Revised Code. A form of this bond is included in the Bidding Documents.

Bids must be and clearly marked with the Bid No. and Project Title. No bid may be withdrawn before ninety (90) days have elapsed after March 25, 2019. This bond shall be written on an acceptable surety company authorized to do business in the State of Ohio and in an amount equal to 100% of the contract price. Bid guaranties of all unsuccessful bidders will be held until a proper contract is entered or until all bids are rejected and will be returned immediately thereafter. The successful bidder shall be required to file, at the time a contract is entered into, a Performance Bond and Labor and Material Payment Bond.

The Board intends to award a contract to the lowest, responsive and responsible bidder whose bid is submitted in accordance with the requirements of these bidding documents and does not exceed the funds available for the Project. The Board reserves the right to accept separate bids by trade or to accept any combination of bids, or to reject any or all bids, and to waive any technical deficiencies or irregularities in bids.

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**LEGAL NOTICE**  
**INSTRUCTIONS TO BIDDERS**

**I. INTENT AND PURPOSE**

- A.** Olmsted Township (Township) is issuing an invitation to bid on the *Olmsted Township Community Center & Administrative Offices*. The purpose of requesting bids is to contract with contractors of various trades to provide renovation improvements to an existing Township owned building for the purposes of a community center and administrative offices.
- B.** Bidders must possess the necessary experience, knowledge, equipment, facilities, permits, licenses, and insurance needed to provide all services as set forth in **Section II: Scope of Services (Architectural plans)** and to fulfill all terms and conditions of **Exhibit B: Form of Contract** in an efficient manner and in compliance with all applicable local, state, and federal rules and regulations.
- C.** After receiving the Bids, the Township will review all Bids and recommend a Successful Bidder(s) to the Township Trustees for a contract award. Upon approval by Township Trustees, the Township will execute a Contract with the Successful Bidder(s), substantially in the form of **Exhibit B: Form of Contract**. The Township reserves the right to reject any and all Bids and waive any non-conformities or irregularities contained therein that do not affect the price or any material obligation of the Bidders. In the event that all Bids are rejected, the Township may proceed with another bid process.
- D.** No interpretation of the meaning of the Bid Documents will be made to any Bidder orally. A request for an interpretation of the Bid Documents should be communicated electronically to Dave Faciana, Building Commissioner, [dfaciana@olmstedtownship.org](mailto:dfaciana@olmstedtownship.org) and all such interpretations and any supplemental instructions will be in the form of written addenda to the Bid Documents which, if issued, will be e-mailed to all prospective Bidders at the respective e-mail address furnished for such purposes at the pre-bid meeting and no later than three (3) days prior to the date fixed for the opening of Bids. Failure of any Bidder to receive any such addendum or interpretation will not relieve such Bidder from any obligation under their Bid as submitted. All addenda so issued will become part of the Bid Documents and will be available for inspection at the Township offices.
- E.** The capitalized terms used in these Bid Documents are defined in **Exhibit A: Definitions**.
- F.** The term of the proposal will not exceed nine months (9). The commencement date shall be by April 15, 2019 and shall not exceed November 15, 2019.



## OLMSTED TOWNSHIP CONTRACTOR CHECKLIST

The following items are to be submitted as part of your bid response:

- Workers 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 bid.
- Responsible Bidder Information; completed, signed and notarized
- Safety Policy Statement, **completed, signed and notarized**
- Non-Collusion, Anti-Discrimination, Personal Property Tax and Real Estate Tax Affidavit, **completed, signed and notarized.**
- Bid Proposal, with proper signatures, including the list of any subcontractors and any proposed substitutions.
- W-9 Form
- List of subcontractors or Independent Trade only. Please indicate.
- List of equipment available to complete this project.
- List of work experience on similar government projects.
- Proposed Substitutions

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

**BID FORM 1**



**OLMSTED TOWNSHIP 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

Trade \_\_\_\_\_ 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



## 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.

<u>Project Name &amp; Location</u>	<u>Contact Person &amp;Phone#</u>	<u>Contract Amount</u>	<u>% of work performed by own forces</u>
--	---------------------------------------	------------------------	--

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>
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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>
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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 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 employee's civil or labor rights or equal employment opportunities.

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



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. Attach a list of names and addresses.

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. Attach a list of names and addresses

**Estimated Project Workforce Breakdown**

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>	<b>Column 5</b>
Job Category	Total Estimate Positions	Number Positions Currently Occupied by Permanent Employees	Number Positions Not Currently Occupied	Number of Positions to be Filled with Temporary Employees
Officers/ Supervisors				
Professionals				
Technicians				
Housing Sales/ Rental/Management				
Office Clerical				
Service Workers				
Others				

**Trade:**

Journeyman				
Helpers				
Apprentices				
Maximum Number Trainees				
Others				

**Trade:**

Journeyman				
Helpers				
Apprentices				
Maximum Number Trainees				
Others				

**Trade:**

Journeyman				
Helpers				
Apprentices				
Maximum Number Trainees				
Others				

**Trade:**

Journeyman				
Helpers				
Apprentices				
Maximum Number Trainees				
Others				

**Trade:**

Journeyman				
Helpers				
Apprentices				
Maximum Number Trainees				
Others				

**Trade:**

Journeyman				
Helpers				
Apprentices				
Maximum Number Trainees				
Others				
<b>TOTAL</b>				

Attach additional sheet if necessary.

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

Address

STATE OF  
COUNTY OF

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  
Commission Expires

ADDITIONAL REQUIREMENT FOR CONTRACTS GREATER THAN \$250,000.00

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.

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**



**OLMSTED TOWNSHIP PROCUREMENT AND CONTRACTING REQUIREMENT**

OLMSTED TOWNSHIP BOARD OF TRUSTEES 26910 COOK RD  
OLMSTED TOWNSHIP, OHIO 44138

PROJECT: OLMSTED TOWNSHIP COMMUNITY CENTER & ADMINSTRATIVE OFFICES  
7924 FITCH ROAD  
OLMSTED TOWNSHIP, OHIO 44138

DATE: \_\_\_\_\_

BIDDER: \_\_\_\_\_

The undersigned Contractor, hereinafter called "Bidder", having examined the site of the Project having become fully informed concerning the local conditions, nature and extent of work; having examined the Contract Documents consisting of:

1. Bidding Requirements
2. Contract Forms
3. General Conditions
4. Specifications
5. Drawing as enumerated on the cover sheet of the Drawings

prepared by Mark Ruby Architects proposes to furnish all labor, materials, supplies, equipment, tools and all utility and transportation services necessary to complete in a workmanlike manner the work bid upon, at the prices stipulated hereinafter, all in accordance with the above-mentioned Contract Documents. Separate bid documents to include:

1. Architectural
2. Plumbing
3. HVAC
4. Electrical
5. Concrete
6. Site Work

**BID TO THE BID DOCUMENTS**  
**KEEP ALL PRICING SEPARATE**

**1. Architectural to Include:**

- Stud Walls
- Insulation
- Drywall and Level 4 Finish
- Interior Door Package
- Acoustical Ceiling
- Bathroom Partitions and Accessories
- Materials & Labor

**SEE PLANS FOR ADDITIONAL INCLUSIONS**



2. **Plumbing to Include:**

Underground  
Rough Plumbing  
Plumbing Finishes  
Materials & Labor

**SEE ALL PLANS FOR ADDITIONAL INCLUSIONS**

3. **HVAC to Include:**

Rough & Finish  
Finish  
Materials & Labor

**SEE PLANS FOR ADDITIONAL INCLUSIONS**

4. **Electrical to include:**

Underground  
Rough & Finish  
Interior & Exterior  
Electrical Permanent Power Service  
Materials & Labor

**SEE PLANS FOR ADDITIONAL INCLUSIONS**

5. **Concrete to Include:**

Bid Per Plans both Interior & Exterior  
Materials & Labor

**SEE PLANS FOR ALL INCLUSIONS**

6. **Site Work to Include:**

Bid Per Plans both Interior & Exterior  
Materials & Labor

**SEE PLANS FOR ALL INCLUSIONS**

**ITEM NO.1: BASE BID FOR SPECIFIC CONTRACT WORK/TRADE**

Total Material and Labor for the Sum of (\$ \_\_\_\_\_)

\_\_\_\_\_ DOLLARS

**ALTERNATE-1:**

D

DEFINE \_\_\_\_\_

Total Material and Labor for the Sum of (\$ \_\_\_\_\_)

\_\_\_\_\_ DOLLARS

**ALTERNATE-2:**

DEFINE \_\_\_\_\_

Total Material and Labor for the Sum of (\$ \_\_\_\_\_)

\_\_\_\_\_ DOLLARS

COMPLETION DATE: November 15, 2019

The Bidder acknowledges the receipt of the following Addenda:

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that his bid shall not be withdrawn for a period of sixty (60) calendar days after the scheduled time for receiving bids.

The Bidder agrees that upon receipt of notice of acceptance of this bid, he will execute the formal contract within ten (10) days.

The Bidder accepts the provisions of the Agreement as to Liquidated Damages in the event of failure to be substantially complete with the Work by the date specified above. \$750.00 per day, liquidated damages shall be assessed for each day past the specified date for which the Contractor has not been deemed substantially complete.

The Bidder assures the Owner that this bid is genuine and not collusive or sham.

Submitted by:

Firm: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

**CONTRACTOR'S SUB-CONTRACTORS- REPRESENTATION AND WARRANTIES**

The Contractor must name sub-contractors in the space provided below.

**Sub-contractor**

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_

List work Sub-Contractor will perform: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sub-Contractor**

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_

List work Sub-Contractor will perform: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sub-Contractor**

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_

List work Sub-Contractor will perform: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*All labor shall be paid not less than the prevailing wage rate as determined by the Ohio Department of Commerce for Cuyahoga County.  
\*At the time of application for payment, whether a progress payment, final, or change order payment as agreed, the Contractor shall provide the Township with a list of subcontractors and material suppliers included within the application and signed, written lien waivers for each subcontractor and material supplier. Contractor agrees to hold harmless and defend the township in the event of any lien asserted by any subcontractor or material supplier.



**BID FORM 4**

State of Ohio  
County of \_\_\_\_\_

I, \_\_\_\_\_, \_\_\_\_\_ swear that on \_\_\_\_\_, 20\_\_\_\_, I/we  
(name of signing party) (title) (date)

Submitted a competitive bid for a contract with Olmsted Township, 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  
(Insert name of individual, partnership, corporation)

performance of work 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 Sate of Ohio in the employment of laborers or workers who qualify and who are available to perform the work to which this contract relates.

\_\_\_\_\_ further agrees that no contractor, subcontractor nor any person acting in 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, 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 Olmsted Township for the contract.
2. That at the time the competitive bid was submitted, I/we had/had not been charged with delinquent personal property taxes on general tax list of personal property of Olmsted Township, 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 Olmsted Township 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 Olmsted Township, 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**



**BID FORM 5**

**TAXPAYER IDENTIFICATION W-9 FORM - (ATTACH)**



**BID FORM 6**

**CURRENT OHIO WORKERS COMPENSATION CERTIFICATE - (ATTACH)**



**BID FORM 7**

**BID BOND – (ATTACH)**





**BID FORM 8**

**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**





## BID FORM 10

### STATE PREVAILING WAGE RATE REQUIREMENTS

#### Prevailing Wage Rates:

- A. Payment of Prevailing Wage Rates:
1. The Contractor shall pay the prevailing wage rates of the Project locality, as issued by the Ohio Department of Commerce, Wage and Hour Bureau.
  2. The Contractor shall comply with the provisions, duties, obligations, and is subject to the remedies and penalties of Ohio Revised Code ("O.R.C.") Chapter 4115.
  3. If the Contractor or its Subcontractors fail to comply with O.R.C. Chapter 4115, the Contracting Authority may withhold payment pursuant to Article 9.6 of the General Conditions. The Contractor is liable for violations committed by the Contractor or its Subcontractors to the extent provided in O.R.C. Chapter 4115.
  4. The Contractor shall submit all payroll reports in compliance with the requirements of paragraph D for all of the employees of the Contractor and of the Contractor's Subcontractors.
  5. By executing a Contract, the Contractor certifies that it based its Bid upon the prevailing rates of wages as ascertained by the Ohio Department of Commerce, Wage and Hour Bureau for the Project as provided in O.R.C. Sections 4115.03 through 4115.14, which are inserted at the end of this Document.
- B. Prevailing Wage Rate Revisions:
1. The Contracting Authority shall, within 7 business days after receipt of a notice of a change in the prevailing wage rates, notify the Contractor of the change. The prevailing wage rates are available at the Ohio Department of Commerce's web site: <http://com.state.oh.us/>.
  2. The Contractor shall pay any revised wage rates issued during the term of the Contract.
- C. Payroll Schedule: Within 10 days of the date of the Notice to Proceed, the Contractor shall provide the Contracting Authority's Township Administrator a schedule of dates during the term of the Contract on which wages shall be paid to employees for the Project.
- D. Payroll Reports:
1. The Contractor shall submit payroll reports with each Contractor Payment Request, which reports shall be certified by the Contractor that the payroll is correct and complete, and the wage rates shown are not less than those required by the Contract. The Contractor is responsible for submitting all payroll reports of its Subcontractors.
    - a. Each payroll report shall indicate the period covered and include a list containing the name, address and social security number of each employee of the Contractor and its Subcontractors paid for the Work.
    - b. Each payroll report shall indicate the period covered and include a list containing the name, address and social security number of each employee of the Contractor and its Subcontractors paid for the Work.
    - c. Each payroll report shall list the number of hours each employee worked.
- Each day on the Project during the reporting period, the total hours each week on the Project, the employee's hourly rate of pay, job classification, hourly rate of fringe benefits, and all deductions from wages and net pay.
- d. Each payroll report shall list each fringe benefit and state if it is paid as cash to the employee or to a named plan.
  - e. The Contractor and its Subcontractors shall submit apprenticeship agreements for all apprentices utilized on the Project.

EXHIBIT A



## OLMSTED TOWNSHIP GENERAL PROVISIONS

### Definitions and Terms

#### **ARCHITECT:**

The Person(s) designed the building alterations and will supervise the construction project.

#### **BUILDING COMMISSIONER:**

This term used herein shall mean that person who is the authorized representative of the Olmsted Township 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 any 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 Olmsted Township and capable of directing the work efficiently.

**PLANS:**

The plans are the official working drawings or exact reproductions thereof 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 the manner of performing the work or the quantities and qualities of materials to be furnished under the Contract.

**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 the contractors, the proposal, plans, specifications, special provisions, contract bond, and the Auditor's Certificate and any 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.

**INTERPRETATION OF ESTIMATES:**

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 to be tendered by the Bidders 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 unit prices.

Where there is a conflict between the unit price and the extension thereof made by the bidder, the unit price bid shall govern, and the Olmsted Township 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 PROPOSAL:**

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, bid bond or cashier's check, or letter of credit equal to ten percent (10%) of the amount bid, or a combined Bid Guaranty and Contract Bond for the full amount of the bid.

**DELIVERY OF PROPOSAL:**

Each bid proposal will be sealed in the pre-printed bid envelope supplied by the Olmsted Township 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 Fiscal Officer of Olmsted Township, and the same will be received until the hour and date set for the opening thereof, as prescribed in the legal advertisement. Any proposals received later than this time will not be opened and will be rejected.

**DISQUALIFICATION OF BIDDERS:**

More than one proposal from an individual, company, corporation, or an 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 may be rejected. A contract will be awarded only to the lowest and most responsible Bidder capable of performing the work contemplated. The Olmsted Township Board of Trustees reserves the right to reject any and all bids.

**QUALIFICATIONS OF BIDDERS:**

Contractors filing a bid will enclose, with the proposal form, a statement of the equipment they have available to complete the proposed work.



**AWARD OF CONTRACT:**

The award of contract, if awarded, will be to the lowest responsible Bidder whose proposal complies with all the requirements prescribed. Prior to awarding the contract, the Olmsted Township Board of Trustees 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 one hundred percent (100%) of the total bid price on the proposal. The Contractor will produce this Contract Bond and 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 Fiscal Officer of Olmsted Township. No proposal shall be considered binding upon Olmsted Township until the described execution of the contract.

**AUTHORITY AND DUTIES OF INSPECTOR:**

The inspector is assigned and authorized to administer the Contract. He will give instructions to the Contractor on all matters concerning the work and direct the quality and quantity of work and material.

**CONSTRUCTION STAKES:**

The inspector will provide all line and grade stakes necessary to the proper execution of the work.

**(D) LEGAL RESPONSIBILITY**

**LAWS TO BE OBSERVED:**

The contractor warrants that he is familiar with, and always 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 and defend Olmsted Township 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. Olmsted Township 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.

**(E) 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 written consent of the Board of

Olmsted Township Trustees. 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 sequence as will assure the least interference with traffic.

**CHARACTER OR 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 workmen 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 or 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, Olmsted Township may withhold all estimates which become due, or he may suspend the work by written notice until the Contractor complies with such orders.

**PAYROLL AND MATERIALS PAYMENTS:**

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

(F) ACCEPTANCE, MEASUREMENT, AND PAYMENT

**MEASUREMENTS OF QUANTITIES AND PAYMENT:**

For all items except lump sum items, the inspector will determine the quantities or various items performed as the basis for final payment. It is agreed this determination will not be disputed.

The term Lump Sum when used as an item of payment 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.

**ALL CHANGE ORDERS MUST BE INVOICED SEPARATELY.**

**FINAL INSPECTION:**

The Contractor shall make all repairs to defective workmanship or materials for the term of one year after 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 or damage due to negligent or improper operation on the part of Olmsted Township shall not be considered an obligation of the Contractor. Twelve months after the date of the final completion, Olmsted Township 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, Olmsted Township 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, Olmsted Township shall cause such repairs to be made at the expense of the Contractor.

**FINAL PAYMENT:**

Olmsted Township agrees that if all the work is in good order and approved by Olmsted Township 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 estimates and payment 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 Olmsted Township from all claims and liability to the Contractor for any reason whatsoever.

EXHIBIT B

**Exhibit B:**  
**Form of Contract for Olmsted Township Community Center & Administrative Offices**

**THIS AGREEMENT** (the "Agreement") for Olmsted Township Community Center & Administrative Offices is entered into by and between Olmsted Township, an Ohio political subdivision in the County of Cuyahoga, State of Ohio (the "Township") with its offices located at 26910 Cook Rd., Olmsted Township, Ohio 44138 and\_[insert contractor name and address] (the "Contractor") an Ohio corporation, Ohio limited liability company....

**WITNESSETH**

**WHEREAS**, The Township, pursuant to a Motion adopted on\_\_\_\_\_ 2018, which authorized the Township to obtain bids for Olmsted Township Community Center & Administrative Offices; and,

**WHEREAS, following** publication of the Invitation to Bid in the Plain Dealer on, \_\_\_\_\_, 2019 and the opening and consideration of the Bids received for the Olmsted Township Community Center & Administrative Offices, the Bid of the Contractor, an Ohio corporation, Ohio limited liability company ..... has been determined to be lowest, responsive and responsible; and,

**WHEREAS**, the Township has considered the Bid; and the Township, pursuant to Resolution \_\_\_\_\_ which approved the Contract and authorize to execute the Contract by and on behalf of the Township, and the Township has received the required executed original and copies from the Contractor.

**NOW THEREFORE**, in consideration of the mutual promises and obligations contained herein, the Township and the Contractor agree as follows:

**ARTICLE I- DEFINITIONS**

The capitalized terms used herein are defined in the Olmsted Township Community Center & Administrative Offices Exhibit A: Definitions

**ARTICLE II- TERM**

**1. Term**

This Agreement shall be effective upon the date last signed below. The Commencement Date for Olmsted Township Community Center & Administrative Offices Services is November 1, 2018 and the initial term of this Agreement.

### **ARTICLE III - STATEMENT OF WORK**

During the term of this Agreement, the Contractor will perform the services set forth in this Article III of this Agreement and also set forth in the Township's Invitation to Bid and the Contractor's Bid which is incorporated herein by reference including, but not limited to the provision of all labor, materials, equipment, management, facilities scales, record keeping and billing related to the provision of services. Such services will be performed throughout the term of this Agreement.

### **ARTICLE IV - PERFORMANCE BOND AND INSURANCE**

#### **1. Performance Bond**

The Contractor after receiving a Notice of Award, will furnish a Performance Bond in the amount of \$500,000 executed by a duly authorized surety, acceptable to the Township in all respects, or such other security acceptable to the Township. The Performance Bond will be issued annually for each contract year during the term of the contract, including any option years. The entire cost of the bond(s) will be paid for by the Contractor.

#### **2. Insurance**

The Contractor will always during the Contract maintain in full force in effect the insurance coverages listed below, including contractual liability coverage arising hereunder. All insurance will be issued by insurers and for policy limits acceptable to the Township, and Contractor will furnish the Township certificates of insurance or other evidence satisfactory to the Township evidencing the required insurance has been procured and is in force. Contractor will upon written request from Township provide Township with original copies of the policies and all endorsements to any such policies.

The Township and its board of trustees, officers, representatives, agents, and employees will be additional insured's on the Contractor's Commercial General Liability, Employers Liability, Automobile Liability, and Excess/Umbrella Liability insurance; the extent of the additional insured coverage afforded will be no less broad than that provided under ISO Form CG 20 26 11/85 for General Liability and Umbrella/Excess Liability, ISO Form CA 20 48 02/99 for Auto Liability, or substitute forms providing equivalent coverage. The additional insured coverage afforded under Contractor's policies will include both ongoing operations (work in progress) and completed operations (completed work). The insurance coverage to be purchased and maintained by Contractor as required by this paragraph will be primary to any insurance, self-insurance, or self-funding arrangement maintained by Township which will not contribute therewith, and there will be severability of interests under the insurance policies required hereunder for all coverages provided under said insurance policies and otherwise provide cross liability coverage.

The Contractor will be responsible for the payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Contract. To the



extent permitted by law, all or any part of any required insurance coverage may be provided under an approved plan or plans of self-insurance. The coverage's may be provided by the Contractor's parent corporation.

<b>Coverage</b>	<b>Minimum limits of liability, terms and coverage</b>
Commercial General Liability	\$1,000,000 bodily injury and property damage each occurrence, including advertising and personal injury, products and completed operations \$2,000,000 products/completed operations annual aggregate \$2,000,000 general annual aggregate
Auto Liability Insurance	\$1,000,000 each person, bodily injury and property damage, including owned, non-owned and hired auto liability ISO Form CA 9948, or a substitute form providing equivalent coverage, is required
Workers ' Compensation	Statutory limits
Employer's Liability	\$1,000,000 bodily injury by accident, each accident \$1,000,000 bodily injury by disease, each employee \$1,000,000 bodily injury by disease, policy aggregate
Umbrella/Excess Liability	\$5,000,000 each occurrence and annual aggregate Underlying coverage will include General Liability, Auto Liability, and Employers Liability
Pollution Legal Liability	\$1,000,000 per claim \$1,000,000 annual aggregate covering damages or liability arising or resulting from Contractor's services rendered, or which should have been rendered, pursuant to this Contract
Property	Contractor will purchase and maintain property insurance covering machinery, equipment, mobile equipment, and tools used or owned by Contractor in the performance of services hereunder. Township will in no circumstance be responsible or liable for the loss or damage to, or disappearance of, any machinery, equipment, mobile equipment and tools used or owned by Contractor in the performance of services hereunder.

**ARTICLE V - INDEMNIFICATION**

**L Environmental Indemnity**

The Contractor will indemnify, save, and hold the Township, its board of trustees, employees, agents, officers and consultants (each a "Township Indemnatee") harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the costs and expenses incident thereto which any Township Indemnatee may incur, become responsible for, or pay out for or resulting from contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Contractor's negligence or willful misconduct relating to the performance of the work hereunder. Any Township Indemnatee will promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, will give the Contractor the opportunity to defend such claim and will not settle such claim without the approval of the Contractor. This section will survive expiration or earlier termination of this Agreement.

## **2 General Indemnity**

The Contractor will indemnify, save, and hold the Township, its board of trustees, employees, agents, officers and consultants (each a "Township Indemnitee") harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any Township Indemnitee may hereafter incur, become responsible for, or pay out for or resulting from the performance of the Residential Olmsted Township Community Center & Administrative Offices Collection and Recycling Services under this Agreement, provided that any such claim, damage, loss, or expense: is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them maybe liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation will not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section. Any Township Indemnitee will promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, will give the Contractor the opportunity to defend such claim and will not settle such claim without the approval of the Contractor. This section will survive expiration or earlier termination of this Agreement.

## **ARTICLE VI: PERFORMANCE ASSURANCE; BREACH AND TERMINATION**

### **1 Performance Assurance**

The Contractor agrees to immediately report to the Township any notice or order from any governmental agency or court or any event, circumstance or condition that may adversely affect the ability of the Contractor to fulfill its obligations hereunder. If upon receipt of such report or upon the Township's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Contractor to fulfill its obligations hereunder, the Township will have the right to demand adequate assurances from the Contractor that the Contractor is able to fulfill its obligations hereunder. Upon receipt by the Contractor of any such demand, the Contractor, within fourteen (14) days will submit to the Township its written response. In the event that the Township does not agree that the Contractor's response will provide adequate assurance of future performance to the Township, then the Township may, in the exercise of its sole discretion, seek substitute or additional sources for the delivery of all or a portion of the Olmsted Township Community Center & Administrative Offices provided by the Contractor, declare the Contractor is in default of its obligations under this Agreement or take such action the Township deems necessary to assure that the Residential Waste Collection, Disposal and Recycling Services will be available to the Township and its Residents.

### **2 Contractor Breach: Opportunity to Cure and Termination.**

Upon the material failure by the Contractor to comply with the terms and conditions of the Agreement, the Township will provide written notice to the Contractor of any such material failure and demand that any such material failure be cured by the Contractor. The Contractor will have

ten (10) days to provide the Township with written assurance, which can be substantiated by reasonable proof, that the material failure to comply with the Agreement has been cured. In the event that the Contractor fails to provide such written assurance and substantiating proof within the ten (10) days, the Township may terminate this Agreement. In the event the Township notifies the Contractor of its intent to terminate the Agreement, the Contractor's surety, if any, will have the right to take over and perform the Agreement, provided, however, that if the surety does not commence performance thereof by the effective date of the termination of the Agreement, the Township may prosecute the same by contract or otherwise at the expense of the surety. In the event there is no surety-provided cover, or the Township is unable to obtain cover, the effective date of the termination may be delayed by the Township until it will have completed the process of obtaining a substitute service provider to provide a substitute contractor or contractors to complete any remaining placement of construction in a timely manner pursuant to the contract and its specifications, Disposal and Recycling Services required herein. In such event, the Contractor will continue to perform its responsibilities under this Agreement until the effective date of termination. Notwithstanding any other provision herein, the Township retains all other rights and remedies available at law against the Contractor by reason of such alleged breach of the Agreement.

## **ARTICLE VII. MISCELLANEOUS**

### **1. Entire Agreement**

This Agreement, the Invitation to Bid, Bidder's Bid Forms and all attachments hereto represent the entire agreement of the parties as to its subject matter and supersedes all other prior written or oral understandings. This Agreement may be modified or amended only by a writing signed by both parties.

### **2. Notices**

Written notice required to be given under this Agreement will be enough if delivered personally or mailed by certified mail with return receipt requested with proper postage to the Contractor, attention \_\_\_\_\_, and to the Township, attention \_\_\_\_\_, at their respective addresses set forth above. Any change in address must be given in like manner.

### **3. Waiver**

No waiver, discharge, or renunciation of any claim or right of the Township or the Contractor arising out of a breach or alleged breach of this Agreement by the Township or the Contractor will be effective unless in writing signed by the Township and the Contractor.

### **4. Applicable Law**

This Agreement will be governed by, and construed in accordance with, the laws of the State of Ohio.

### **5. Unenforceable Provision**

If any provision of this Agreement is in any way unenforceable, such provision will be deemed stricken from this Agreement and the parties agree to remain bound by all

remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.

**6. Binding Effect**

This Agreement will be binding upon and will inure to the benefit of, and be enforceable by and against, the respective successors and assigns of each party hereto. Provided, however, that the Contractor may not assign this Agreement or any of the Contractor's rights or obligations hereunder without the express written consent of the Township, which consent may be withheld for any reason or for no reason.

**7. Rights or Benefits**

Nothing herein will be construed to give any rights or benefits in this Agreement to anyone other than the Township and the Contractor and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Township and the Contractor and not for the benefit of any other party.

**IN WITNESS WHEREOF**, Olmsted Township and the Contractor, acting herein by their duly authorized representatives have hereunto set their hands this day and year first above written.

**OLMSTED TOWNSHIP**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CONTRACTOR NAME**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date