

Advertisement for Bids

Cleveland-Cuyahoga County Port Authority
Cleveland, Ohio

NOTICE IS HERBY GIVEN by the Board of Directors that Sealed Bids will be received by the Cleveland-Cuyahoga County Port Authority for the:

Sediment Processing & Management Facility 2024 & 2025 Mechanical Capacity Containment Berms

The successful Bidder will perform the work outlined in the Contract Documents. The work consists of constructing a new set of dredge sediment containment berms on the surface of Confined Disposal Facility 12.

Bids will be received at the office of the Cleveland-Cuyahoga County Port Authority, Attention: Mr. Nicholas A. LaPointe, 1100 West Ninth Street, Suite 300, Cleveland, Ohio 44113 until 11 a.m. local time on April 21st, 2023.

Specifications ("Bid Packets") will be available and may be obtained at the office of the Cleveland-Cuyahoga County Port Authority at 1100 West Ninth Street, Suite 300, Cleveland, Ohio 44113 during regular business hours of 9:00 a.m. through 4:00 p.m. or on the Port Authority website: <https://www.portofcleveland.com/doing-business/>.

A pre-bid meeting will be held March 30th, 2023 at the Sediment Processing & Management Facility, located to the east of the old General Benjamin Davis Jr. Aviation High School on North Marginal Road, inside the limits of Burke Lakefront Airport at 10:00 a.m. Registration to attend this pre-bid meeting is requested in advance and should be made to the attention of Nicholas.LaPointe@PortofCleveland.com.

Bids must be submitted on the form furnished in the Bid Packet.

THE PORT AUTHORITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, TO WAIVE ANY TECHNICALITIES, TO REQUEST ADDITIONAL BIDS AND TO OTHERWISE PROCEED IN ACCORDANCE WITH THE BEST INTERESTS OF THE PORT AUTHORITY.

Any Bid may be withdrawn or amended prior to the closing time for the receipt of the Bids. If any Bidder has questions, they should contact Nicholas LaPointe, of the Port Authority at 216-377-1342, or email Nicholas.LaPointe@portofcleveland.com.

UNDER NO CIRCUMSTANCE WILL THE PORT AUTHORITY BE RESPONSIBLE FOR ANY COSTS INCURRED BY ANY BIDDER IN RESPONDING TO THIS REQUEST FOR BIDS.

The successful Bidder will be required to enter into a contract with the Port Authority based upon the materials submitted and any mutually agreeable negotiations completed between the parties.

Cleveland-Cuyahoga County Port Authority

William Friedman
President

Cleveland Cuyahoga County Port Authority

Project: Sediment Processing & Management Facility 2024 & 2025 Mechanical Capacity Containment Berms

Bid Deadline: 11:00 a.m. local time on Friday, April 21st, 2023

Instruction to Bidders, General Conditions,
Bid Forms and Form Contract

Part A - Instruction to Bidders

A-1 ADVERTISEMENT

An advertisement for bids for the Project appears in one or more newspapers of general circulation in Cuyahoga County and can be examined, along with the publication dates of said ad, at the office of the Port Authority. Copies of the Specifications can also be viewed on the Port Authority website at PortofCleveland.com.

A-2 PRE-BID MEETING

A Pre-Bid conference will be held on Thursday, March 30th at 11 a.m. at the Sediment Processing & Management Facility located east of the old General Benjamin Davis Jr. Aviation High School on Burke Lakefront Airport Property. All interested bidders are required to attend this pre-bid meeting. Pre-registration is requested to attend this meeting and shall be made to the attention of Nicholas LaPointe at Nicholas.LaPointe@PortofCleveland.com on or before close of business on Wednesday, March 29th.

A-3 BID DEADLINE

Sealed bids with the envelope clearly endorsed with the Project's name will be received at the office of the Port Authority, 1100 West Ninth Street, Suite 300, Cleveland, Ohio 44113, until 11:00am of the Bid opening date and then publicly opened and read. The Bid Opening Date may be extended by the Port Authority if the Port Authority believes good cause exists to do so.

A-4 BID FORM

Every bid must be made upon the blank Bid Form and each Bidder must fully, truthfully and accurately complete all portions of the Bid Forms. The Bid Forms must acknowledge all Addenda made hereto and failure to acknowledge all Addenda may cause the bid to be considered non-responsive, which may result in the rejection of the bid. Oral representations, statements, explanations or instructions given before the award of the Contract will not be binding upon the Port Authority.

A-5 REVISIONS PRIOR TO BID OPENING DATE

Pre-bid questions shall be directed to Nicholas LaPointe at Nicholas.LaPointe@PortofCleveland.com. The pre-bid question deadline for the Project has been set for the close of business on Friday, April 14th. Responses will be returned to all Bidders via Addendums posted to the Port Authority's website on or before close of business on Tuesday, April 18th. The Port Authority reserves the right to revise or amend this Bid Package, including, without limitation, the specifications and/or drawings, prior to the Bid Opening Date. Such revisions and amendments, if any, will be announced by Addenda on the Port Authority's website. If the revisions and amendments require changes the Port Authority considers material, the Bid Opening Date may be postponed by such number of days as in the opinion of the Port Authority will enable Bidders to respond to the material revisions and amendments.

A-6 DEFINITIONS

The following words, or pronouns used in their stead, shall, wherever they appear in the

Contract Documents, be construed as follows, unless a different meaning is clear from the context:

1. "Addendum" or "Addenda" shall mean the additional or modified contract requirements prepared by the Port Authority and issued in writing, by means of drawings, or both, by the Port Authority prior to the receipt of bids.
2. "Authorized Representative" shall mean the authorized representative of the Port Authority appointed in the Specifications and Supplemental Conditions or otherwise.
3. "Bidder" shall be any entity submitting a bid.
4. "Bid Form" shall be the blank bid form attached to this Bid Package.
5. "Bid Opening Date" is the date given in the caption of this document unless otherwise altered.
6. "Bid Package" consists of the Advertisement described in A-1, Instructions to Bidders, General Conditions, Specifications and Supplemental Conditions, Bid Form and Form Contract and the documents identified herein and any Addenda issued by the Port Authority prior to Bid Opening Date ("Bid Package").
7. "Change Directive" shall have the meaning given to it in B-31.
8. "Change Order" shall have the meaning given to it in B-31.
9. "Contract" or "Contract Documents" shall mean each of the various parts of the contract referred to in Section B-1, both as a whole and severally, and shall include subsidiary agreements or amendments thereto, if any.
10. "Contractor" shall mean the entity awarded the Contract and its permitted successors.
11. "Contract Drawings" shall mean those identified in Section B-1.
12. "Final Acceptance" shall mean final acceptance of the Work by the Port Authority, as evidenced by the certificate of completion and acceptance executed by the Port Authority, a copy of which shall be sent to the Contractor. Such acceptance shall be deemed to have taken place as of the date so stated in such certificate.
13. "Form Contract" shall be the blank contract form attached to this Bid Package.
14. "Law" or "Laws" shall mean all applicable laws including the Constitutions of the State of Ohio and United States, statutes and regulations of the United States, the State of Ohio or any of its political subdivisions or agencies, resolutions of Port Authority, and any municipal ordinance, rule or regulation having the force of law which is applicable to the Contract, the Work or the Bid Package.
15. "Materialman" shall mean any entity other than employees of the Contractor, which contracts with the Contractor, or any Subcontractor to fabricate or deliver, or who actually fabricates or delivers, materials, plant, or equipment to be expended, used or incorporated in the Work.
16. "President" shall mean the President of the Port Authority.
17. "Port Authority" shall mean the Cleveland-Cuyahoga County Port Authority. "Prospective Bidders" shall mean all who have, in writing, provided their name, address and facsimile numbers to the Port Authority and specifically stated their interest in the Project.
18. "Site" shall mean the area upon which the Work is to be performed, and such other areas adjacent thereto as may be designated by the President.
19. "Specifications" shall mean all of the directions, requirements, standards of performance applying to the Work as hereinafter detailed.

20. "Standard" shall have the meaning given to it in Section B-18.
21. "Subcontractor" shall mean anyone (other than the Contractor and its employees) who performs work (other than or in addition to the furnishing of materials, plant or equipment) at or about the Site, directly or indirectly for or on behalf of the Contractor (whether or not in privity of contract with the Contractor), but shall not include any person who furnished merely his own personal labor or his own personal services.
22. "Work" shall include the furnishing of all labor, materials, tools, equipment, incidentals, and any other thing necessary or required for the full performance of the Contract by the Contractor.
23. "Workman", "Laborer" or "Workingman" shall mean any employee of the Contractor, or of a Subcontractor, who performs personal labor or personal services at the Site.

A-7 CORRECTNESS OF BIDDING DOCUMENTS

Prospective Bidders shall examine the documents of this Bid Package and note any errors, inconsistencies, omissions, ambiguities or deficiencies bearing on the performance of the Work or the interpretation of the Contract Documents. Upon discovery of any errors, inconsistencies, omissions, ambiguities or deficiencies, Prospective Bidders shall promptly notify the Port Authority in writing and request clarification. The Port Authority is not bound to respond to any such request. The Port Authority is not bound to respond to any such request. The Port Authority will make any corrections it deems necessary to the Contract Documents by issuing an Addendum before the Bid Opening Date.

By placing a Bid, Prospective Bidder waives any claim based on any error, inconsistency, omission, ambiguity or deficiency in the Contract Documents known to it or which could have been reasonably discovered by it.

A-8 NAME OF BIDDER

Each bid must be clearly signed with the full accurate legal name and address of the entity making the bid and of each person, firm or corporation having a 5% or more interest in it and any fictional business or trade name used by said entity. In case of a partnership, the firm name and address and name and address of each individual partner must be given. In case of a corporation or limited liability company, the title of the officer signing must be stated, and each officer is warranting that it is duly authorized by signing. In case of an individual, use the term "doing business as _____" or "sole owner."

A-9 BIDDER'S AFFIDAVIT

Each Bidder is required to submit with its bid the Port Authority's standard bid affidavit, a copy which is enclosed and available from the Port Authority on request.

A-10 BID BOND, CERTIFIED OR CASHIER'S CHECK, LETTER OF CREDIT

Each bid must be accompanied by a bid bond signed by a surety company authorized to do business in Ohio, or by a certified check, cashier's check, or Letter of Credit in the sum of 10% of the amount of the bid. Said bond, check or Letter of Credit shall be security for entry into a contract by Bidder and security for Bidder providing proper security for its performance if the bid is accepted. Any bid bond must be in proper form to establish the surety company's liability to Port Authority, which form is subject to approval by Port Authority's counsel.

A-11 DISPOSITION OF BID BOND, CERTIFIED OR CASHIER'S CHECK, LETTER OF CREDIT

- a. The bid bond, certified or cashier's check, or Letter of Credit shall be forfeited and the principal amount of said bid bond shall be paid to the Port Authority, or said check or Letter of Credit shall be surrendered to the Port Authority as the agreed amount of liquidated damages in case of failure to enter into a contract. The bid bond, check or Letter of Credit will be released or returned to the Bidder if the bid is rejected.

- b. If the bid is accepted, the bid bond, certified or cashier's check or Letter of Credit will be returned after the Form Contract has been signed and the payment and performance bond herein required furnished and approved by the Port Authority. All bid bonds, certified or cashier's checks or Letters of Credit will be retained until Bidder has signed and secured the performance of its contract. Any Bidder in default of signing and properly securing the contract awarded to it, shall forfeit the bid bond, certified or cashier's check or Letter of Credit to the Port Authority as liquidated damages. If any or all of the Bidders fail to enter into a Contract or properly secure its performance, the Port Authority may retain any or all of the bid bonds, checks or Letters of Credit of such Bidders so failing and reject all other bids.

A-12 UNACCEPTABLEBIDS

A bid may be rejected in the Port Authority's sole and absolute discretion from any entity that is or was in arrears or is or was in default to the Port Authority upon any debt, contract or upon any obligation to the Port Authority. As a condition for entertaining a bid from any above described Bidder, the Port Authority may require additional security or proof of ability to perform that it has not required from other Bidders.

A-13 EVIDENCE OF ABILITY TO DO WORK

Bidders must present evidence to the Port Authority, with their bid, that they are fully competent and have the necessary facilities, experience, personal and pecuniary resources to deliver the material and complete the Work in a satisfactory manner and within the time specified.

A-14 APPROXIMATE QUANTITIES

Where lump sum bids are based on listed estimated quantities furnished by the Port Authority, the estimates were prepared solely for the purpose of comparison of bids by the Port Authority. Actual contract quantities may vary from those estimated by the Port Authority to perform the scope of work outlined in the bid documents. It is the responsibility of the contractor to verify the quantities listed in the contract documents. The Port Authority reserves the right to increase to perform additional work outside of work highlighted in the bid documents, or to omit any one or more items, at the unit price bid.

A-15 EXAMINATION OF SITE OF WORK

- a. Bidders are strongly encouraged to satisfy themselves as to all of the relevant existing conditions of the Site, including existing improvements, and pay particular attention to any soil condition or other factors that may affect the progress or performance of the Work. The Port Authority makes no guarantee, either express or implied, or any representations regarding Site conditions. Bidders submission of a bid is the acknowledgment of Bidder that it has inspected the Site, including existing improvements, and informed itself of observable Site conditions, or has waived its right to do so, and, in any event, has assumed the risk of all Site conditions, whether latent or patent.
- b. Subject to the convenience of the Port Authority, Prospective Bidders are encouraged to visit the Site and take such other steps as may be necessary to ascertain to nature and location of the Work and Site Conditions. Prospective Bidders will be permitted to explore the Site by making borings, digging test pits, making other test, and/or survey so long as it does not interfere with Port Authority business. Contractors shall be advised that the site, by nature of the material and it's construction is constantly moving/settling. Existing topography and grades may vary from that shown in the plans. Claims that result of site moving/settlement either from the time of the initial survey data was collected and earthwork quantities were developed and/or settlement which occurs during construction will not be considered by the Port Authority. In such event, the Work shall be done at the sole expense and risk of the Potential Bidder, who shall maintain the Site in a safe condition and restore it to its previous condition upon completion of its test. Potential Bidders desiring to visit the Site must make arrangements for such visit by contacting the Authorized Representative and have

insurance acceptable to the Port Authority.

A-16 MATERIAL SAMPLES

Before any Contract is awarded, the Bidder may be required to furnish a complete certified statement of the origin, composition, and manufacture of any or all materials to be used in the Work, together with samples, which samples may be subjected to tests to determine its quality and fitness for the Work.

A-17 CONSIDERATION OF RESPONSIVE BIDS AND RESPONSIBLE BIDDERS

- a. All responsible and responsive bids shall be considered. The Port Authority reserves the right to meet with any Bidder after the Bid Opening Date but prior to the awarding of the Contract to ascertain the responsiveness of the bid and responsibility of the Bidder.
- b. To be considered responsive, a bid must comply in all respects with the terms and conditions of the Bid Package and must not contain any irregularities or deviations from the Bid Package, which would affect the amount of the Bid or otherwise give the Bidder a competitive advantage. The bid must constitute a definite and unqualified offer to perform the Work in accordance with the terms and conditions of the Bid Package. Each bid is deemed submitted on the Plans, Specifications, Bid Documents and other Contract Documents, including, but not limited to, all Addenda. The Bidder will be required to comply with all requirements of the Contract Documents, regardless of whether the Bidder had actual knowledge of the requirements and regardless of any statement, clarification, exception or qualification made by the Bidder which might indicate a contrary intent.
- c. Factors which the Port Authority shall consider in determining whether a Bidder is responsible included, but are not necessarily limited to, the experience of the Bidder, its financial condition, its conduct and performance on previous contracts, its facilities, its management skills and its ability to execute a contract properly.

A-18 REJECTION OR ACCEPTANCE OF BIDS; WAIVER OF NONCOMPLIANCE

- a. The Port Authority will award the contract(s) hereunder to the lowest responsive and responsible Bidder as determined in the discretion of the Port Authority and Sections 9.312 and 4582.12, Ohio Revised Code.
- b. The Port Authority, reserves the right to reject any or all bids, and any part or parts of any bid and also the right to waive any noncompliance in any bid. In awarding a Contract, the Port Authority reserves the right to consider all elements entering into the question of determining the responsiveness of the bid and the responsibility of the Bidder. The Port Authority reserves the right to act in its best interest in awarding a Contract. Any bid, which is incomplete, conditional, ambiguous, or which contains additions not called for, irregularities of any kind, or in any manner does not strictly comply with this Bid Package, may be rejected.

A-19 WITHDRAWAL OF BID

No bid may be withdrawn after it has been deposited with the Port Authority.

A-20 TIME OF AWARD

Unless further time is required for analysis of the responsiveness of the bids or investigation of the responsibility and ability of any Bidder and in the absence of a limitation upon the time of acceptance set forth in the bid, the Port Authority will ordinarily notify the successful bidder its intent to award or reject all bids received hereunder not later than thirty (30) days following the opening of bids although it reserves the right to unilaterally extend that time in a written notice to Potential Bidders, but in no event shall it be longer than sixty (60) days from Bid Opening Date. Any extension of time beyond that date shall be subject to agreement between said Bidder and the Port Authority.

A-21 EXECUTION OF CONTRACT

After award, within three (3) days of being provided with a final version of the Form Contract attached in draft form hereto, with blanks appropriately completed, Bidder shall execute the Form Contract and return to Port Authority. The finalized Form Contract will be sent to the successful Bidder following Board approval and authorization of the Contract. It is the intention of Port Authority staff to present this Contract and make a recommendation to our Board for award, pending the results of this public bid process, at the Port Authority's May 11th Board Meeting.

A-22 PERFORMANCE AND PAYMENT BOND

The Contractor shall furnish a payment and performance bond to the Port Authority in the form specified by Sections 153.54, 153.57 and 153.571 of the Ohio Revised Code, for the full amount of the contract price. Said bond shall be subject to the approval of counsel for the Port Authority.

A-23 RELEASE OF BOND

The Contractor's bond will be released in the manner provided by law.

A-24 PREVAILING WAGE

Note, this project is prevailing wage, see section B-26 (Wages & Hours) under the General Conditions of the contract.

A-25 MINORITY & FEMALE BUSINESS PARTICIPATION

The Cleveland-Cuyahoga County Port Authority is committed to economic inclusion of minority and female-owned businesses. It is the expectation that all minority and female firms or contractors working on the Project will perform a commercially useful function and that the Contractor will exercise its best efforts to utilize certified Minority Business Enterprises ("MBE") and Female Business Enterprise ("FBE") businesses in the construction of the Project Improvements at a level of 30% or greater overall, with a breakdown of 15% to MBE and 15% FBE. It is further expected that the workforce on the Project be reflective of the 30% inclusion participation commitment.

The Port Authority understands that as result of market limitations and details specific to each project, other goals that may exists on the Project, that a 30% participation goal may be a difficult goal to attain on certain Projects. As a result, please indicate the level of anticipated FBE/MBE Project participation percentage on the Bid Forms. The participation level will be evaluated as part of determining the Bidder's overall responsiveness, however it shall not be used as grounds to determine a Bidder is non-responsive unless the Contractor is unable to furnish Good Faith Effort supporting documentation that MBE/FBE participation was sought during the bid process.

Prior to awarding the Contract, the Port Authority will request an MBE/FBE participation plan and or a Good Faith Effort report outlining how Bidder intends on achieving the participation level listed on their Bid Form and the steps taken by the Bidder during the bid process to encourage participation. It is the expectation that all minority and female firms working on the Project will perform a commercially useful function and that the contractor will exercise its best efforts to utilize certified MBE and FBE businesses in the construction of the Project.

The Contractor will be expected to provide the Port Authority written confirmation that the MBE or FBE working on the project have performed or are performing a commercially useful function. If any subcontractor does not meet the commercially useful function definition, the percentage of inclusion will be adjusted to reflect that change. In addition, the Contractor is expected to provide monthly reports of which companies are currently working or scheduled to work on site. The monthly reports should also include the associated scopes of work and an affidavit for each MBE and FBE working on the project. The Port Authority will, from time to time conduct site visits and monitor the MBE and FBE workforce participation on the Project.

The Port Authority adheres to the following definitions:

Minority Business Enterprise (MBE) – Minority group members are United States citizens who are Asian, African American or Black, Hispanic and Native American. A Minority Business Enterprise (MBE) means that ownership of the business is at least 51% owned by such individuals or, in the case of a publicly-owned business, at least 51% of the stock is owned by one or more such individuals i.e. the management and daily operations are controlled by those minority group members.

Female Business Enterprise (FBE) – Female group members are United States female or women citizens. A Female Business Enterprise (FBE) means that ownership of the business is at least 51% owned, operated and controlled on a daily basis by one or more (in combination) female or women American citizens.

A Minority or Female-Owned Enterprise performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The company must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering materials, and installing (where applicable) and paying for the materials itself.

A-26 STATE EEO CERTIFICATION CLAUSE

The hiring of employees for the performance of work under this contract shall be done in accordance with Ohio Revised Code sections 153.59 and 153.591, the Governor's Executive Order of January 27, 1972, including Appendices "A" and "B" and the Governor's amended Executive Order 84-9 of November 30, 1984. The successful contractor shall not discriminate against or intimate any person hired for the performance of the work by reason of race, color, religion, national origin, ancestry, sex or handicap. For any violation the contractor shall suffer such penalties as provided for in Ohio Revised Code section 153.60, the Governor Executive Order of January 27, 1972. The bidder also agrees that upon the award of this contract he shall incorporate this certification in all subcontracts on this Project regardless of tier.

A-27 DRUG FREE SAFETY PROGRAM

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 Safety Program ("DFSP") or a comparable program approved by the OBWC.

In addition to being enrolled in and in good standing in an OBWC-approved DFSP or a comparable program approved by the OBWC, the Department requires each Contractor and Subcontractor that provides labor, to subject its employees who perform labor on the project site to random drug testing of 5 percent of its employees. The random drug testing percentage must also include the on-site supervisors of the Contractors and Subcontractors. Upon request, the Contractor and Subcontractor shall provide evidence of required testing to the Department.

Each Subcontractor shall require all lower-tier Subcontractors that provides labor on the Project site with whom the Subcontractor is in contract for the Work to be enrolled in and be in good standing in the OBWC DFSP or an OBWC-approved DFSP prior to a lower-tier Subcontractor providing labor at the Site.

The Department will declare a bid non-responsive and ineligible for award if the Contractor is not enrolled and in good standing in the Ohio Bureau of Workers' Compensation's Drug-Free Safety Program (DFSP) or a similar program approved by the Bureau of Workers' Compensation within 8 days of the bid opening. Furthermore, the Department will deny all requests to sublet when the subcontractor does not comply with the provisions of this proposal note.

Failure of the Contractor to require a Subcontractor to be enrolled in and be in good standing in the OBWC DFSP or an OBWC-approved DFSP prior to the time that the Subcontractor provides labor at the Site, shall result in the Contractor being found in breach of the Contract and that breach shall be used in the responsibility analysis of that Contractor or the Subcontractor who was not enrolled in a program for future contracts with the State for five years after the date of the

breach.

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

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

A-28 OHIO WORKERS' COMPENSATION COVERAGE

The Contractor must secure and maintain valid Ohio workers' compensation coverage until the Project has been finally accepted by ODOT. A certificate of coverage evidencing valid workers' compensation coverage must be submitted to the Port Authority before the Contract will be executed by the Port Authority.

The Contractor must immediately notify the Port Authority, in writing, if it or any subcontractor fails or refuses to renew their workers' compensation coverage. Furthermore, the Contractor must notify the Port 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.

A-29 UNRESOLVED FINDING FOR RECOVERY

The Contractor affirmatively represents to the Port 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 Port Authority, or an action for recovery may be immediately commenced by the Port Authority and/or for recovery of said funds.

A-30 ENGINEER'S ESTIMATE

The Engineer's Estimate on the Project is \$1.503M.

A-31 OHIO ETHICS LAWS

By submitting a bid, the Contractor affirms 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.

A-32 PRIME CONTRACTOR MINIMUM PERFORMANCE REQUIREMENTS

The "prime" contractor must perform no less than 30 percent of the total original contract price. When determining the lowest, responsive, and responsible bidder in accordance with sections 4582.12 of the Ohio Revised Code.

A-33 EXISTING SITE ELEVATION & CONDITIONS

Please note, the survey data contained in the plan set may not be representative of the existing elevations or conditions on site. As result of the nature of operation and the geotechnical conditions, the site has been known to settle and dredge sediment is constantly being moved in and around the Facility. The Port Authority will not be responsible for claims that result from variations in elevations or site conditions from those included in the plan set.

A-34 BURKE LAKEFRONT AIRPORT & FAA DELAYS

The Port Authority shall not be financially responsible for any costs or damages that result from delays or interruptions in work by Burke Lakefront Airport and the Federal Aviation Administration. The Port Authority will consider these delay Excusable, Non Compensable Delays unless the scope and nature of work changes as result of the delays.

A-35 CHEMICAL STABILIZATION & DRYING/HANDLING CONTROLLED EMBANKMENT FILL

The Port Authority has been historically successful construct berms during the summer and in early fall by managing water, tilling, turnover, drying, and shaping/working dredge fill material without the need to chemically stabilize the controlled embankment fill. Most of the material contained within the existing cells was mechanically delivered into the cells between 2019 & 2021. Contractor shall determine schedule and means and methods of handling, shaping, and working the material to the grades outlined in the contract documents. To optimize operations, expedite/compress the schedule, and/or to mitigate risk the Bidder may elect to chemically stabilize material to advance the Project at no additional cost to the Port Authority.

A-36 PERMITS & PERMIT COMPLIANCE

The Port Authority and our site operator, Kurtz Brothers, have existing permits in place for operations at the Sediment Processing & Management Facility. This includes but is not limited to permits with the following agencies:

- Ohio EPA
- City of Cleveland Division of Air Quality
- Federal Aviation Administration

The Port Authority will make available upon request, copies of these permits along with relevant supporting documentation. Contractor's will be required to proactively take steps to comply with the requirements of these permits, particularly the City of Cleveland's Division of Air Quality and the Federal Aviation Administration's permits/determinations. A Construction Safety Phasing Plan has been developed in support of and related to general maintenance and operations on the surfaces of CDF's 9 & 12 and for the construction of the proposed berms. Contractor will be required to comply with the contents of this Contractor Safety Phasing Plan on file with Burke Lakefront Airport and the Federal Aviation Administration.

A-37 POTENTIAL IMPACTS AND DELAYS DUE TO COVID-19:

In an effort to anticipate the potential impacts to the Project caused by the COVID-19 threat and in following direction from the Governor and other authorities, the Contractor is on notice of the need to comply with all federal, state and local orders generated to prevent the spread of contagious or infectious diseases, including the Stay at Home Order from the Ohio Director of Health dated March 22, 2020, and subsequent orders, located through the following website:

<https://coronavirus.ohio.gov/wps/portal/gov/covid-19/home/public-health-orders/directors-order-to-stay-at-home>

Contractor is on notice that the Project is considered essential and that the contractor and his employees, subcontractors and suppliers are considered essential businesses and performing essential functions as defined under the Stay at Home Order.

Notwithstanding any other provisions of the contract documents, in the event of project delay or impacts to performance due to a voluntary or mandatory COVID-19 virus Directives, Orders, quarantine or closure directed by government authorities, either party may, by providing notice to the other party as required under CMS 108.02(F), extend the Completion Date for a period of up to thirty (30) days. Extensions under this paragraph shall be considered an excusable, non-compensable delay in accordance with CMS 108.06(B). If any portion of the Work is still not able to be performed upon the expiration of the extension, either party may provide notice to the other party requesting a termination for convenience under 108.09. The termination for convenience remains at the sole discretion of the LPA's Person in Responsible Charge in conjunction with the Office of Local Programs.

The Contractor and LPA will exercise best efforts to utilize remote services to perform Work that otherwise cannot be performed in person due to a voluntary or mandatory COVID19 virus quarantine, closure, or impact as directed by Stay at Home Order.

Impacts to the Project generated by the Stay at Home Order shall not be considered an "issue" under 108.02 (F) for Projects sold after the date of this Note. Contractors are on notice that their bids should include any impacts they foresee or should have reasonably foreseen due to the Stay at Home Order or existing or reasonably foreseeable orders by any other federal, state or local official.

If any emergency order or declaration of any government official is lifted at any time, the LPA will provide written notice to the Contractor that this Note shall be considered void thirty (30) days after receipt of the written notice. If the Stay at Home Order from the Ohio Director of Health dated March 22, 2020 is lifted at any time, this Note shall be considered null and void thirty (30) days after the lifting of those orders.

A-38 OWNER SCHEDULE GOALS & MILESTONES

Port Authority anticipates issuing Notice to Proceed on or before June 1st, 2023. While not a requirement to complete the Project by the following dates, we have developed the following completion goals/milestones.

Substantial Completion: November 30th, 2023
Final Completion & Turnover: December 31st, 2023

Based upon backlog, market conditions, lead time of materials, and available workload, Contractor shall state their anticipated substantial completion and final completion date on the Bid Form. The dates the Contractor places on their Bid Form will be incorporated into the final version of the Form Contract Agreement which the Contractor will be contractually required to adhere to.

A-39 DESCRIPTION OF BID ITEMS & BID FORMS:

Below, please find a description of the bid items contained on the Bid Forms. Please note that the quantities included in the descriptions and on the Bid Forms are approximate quantities and should be verified by the Contractor prior to the submission of their bids. Estimated controlled embankment volumes are in place fully compacted/consolidate/stabilized volumes. The actual required quantity of excavated embankment material sourced from on and off site sources will vary. Construction waste and other normal construction tolerances were not included in the estimated quantities. Any quantities required over and above these listed and/or furnished by the Owner will be the responsibility of the Contractor. The quantities were listed to assist the Owner with cross comparison of bids, provide bid history for future phases of construction, and to assist the Contractors with preparing their estimates. Please populate the unit prices which will roll up into each of the lump sum bid items. **Note, this is not a unit price Project.**

GENERAL CONDITIONS (WORK ITEM 000)

a. ITEM A: GENERAL CONDITIONS

- (1) **Health, Safety, Communications, & Security Plan:** Prior to the commencement of work, the Contractor will be required to submit a Health, Safety, & Communications plan to the Owner for review and approval. This plan shall include an emergency action plan, identify a list of hazards on site and mitigating efforts, highlight measures that will be put in place to mitigate these risks, list the required PPE and work appropriate clothing, critical points of contact, and measures that will be taken to ensure security at the controlled point of entry. Only personnel that have been preregistered with the Owner or personnel that have a scheduled appointment with the Contractor will be permitted entry.

Contractors will be required to provide a list of all personnel along with their vehicle information in advance of Project commencement to allow the Owner to provide this information to Burke Lakefront Airport. All costs associated with the development, implementation, and oversight of this plan shall be included in this lump sum bid item.

Pay Item 01A will be paid Lump Sum.

- (2) **Stormwater Management (Erosion/Sediment Control):** Contractor shall implement best management practices on site to limit the erosion of material and mitigate the transport of suspended sediment in stormwater exiting the site through the series of water holding/treatment ponds. All cost associated with the purchase, installation, maintenance, and removal of these control measures shall be included in this lump sum bid item.

Pay Item 02A will be paid Lump Sum.

- (3) **Baseline Schedule & Monthly Schedule Update:** The Contractor will be required to submit a project baseline schedule prior to the commencement of work that includes the critical Project milestones and start date restrictions listed in the drawing set. The Owner requests this Project baseline schedule be regularly updated and at a minimum submitted to the Owner for review monthly. All costs associated with the development, updating, and submission of the initial project baseline schedule and updates shall be included in this bid item.

Pay Item 03A will be paid Lump Sum.

- (4) **As-Built Survey Verification:** Following the completion of each Work Item, the Contractor shall submit both a PDF and an AutoCAD as built verification file to the Owner to allow the Owner to compare the final geometry, dimensions, volumetric capacities, invert elevations of water control structures, and as built elevations. All as-built data shall be collected within 14 calendar days of submission of the certified as built data and should be submitted once to the Owner for final review/acceptance. This as-built file shall be developed and stamped by a licensed surveyor in the state of Ohio. If the work does not comply with the Contract documents, the Contractor will be required to make repairs at no additional cost to the Owner. All costs associated with the development and submission of these as built submittals shall be included in this lump sum bid item.

Pay Item 04A will be paid Lump Sum.

- (5) **Mobilization & Demobilization:** This lump sum bid item shall cover all costs associated with mobilizing and demobilizing on the Project. Sixty percent of this pay item will be paid out at the time of mobilization and 40% will be paid once fully demobilized from the site. The Contractor shall provide a minimum 48 hours of notice to the Owner prior to mobilizing and demobilizing to allow the Owner to make proper notifications to other Project stakeholders. This pay item shall not exceed more than 5% of the base bid contract value.

Pay Item 05A will be paid Lump Sum.

- (6) **General Conditions:** This lump sum bid item shall cover all other project general conditions which may include but not be limited to dust mitigation efforts, roadway haul route restoration, water control/management, BKL/FAA compliance, survey control, general layout, track out control, quality control testing/reporting to the Owner, cleaning/sweeping of North Marginal Road, site office, restroom facilities, vehicles, utilities, dumpsters/trash removal, and management/oversight.

Pay Item 06A will be paid Lump Sum.

CONTAINMENT CELL (WORK ITEM 001)

b. ITEM B: MECHANICAL CAPACITY CONTAINMENT BERMS

- (1) **Cell Floor Clearing & Re-Grading For Drainage Improvements & Capacity Utilization Enhancements:** This bid item includes all clearing, grubbing, and scalping top 4-inches of the containment area cell floor and fill areas around the perimeter of the cell where controlled embankment fill will be placed for the newly constructed containment berms. Please note the Port Authority does not have plans to mow/maintain vegetation in the work area this Spring prior to issuance of notice of commencement. All scalped material shall be buried in the floor of the mechanical cells away from the newly constructed perimeter berms or within the plateaued fill area along the southern berm.

This bid item also includes all general grading of containment area cell floor to meet the lines and grades depicted in the construction drawings. All regrading of the cell floor is to promote positive surface drainage towards the southwest corner. Grading operations will consist of formerly dredged material in the cell to prepare the area for future dredged material. Excavation of a breach in the existing containment berm to the CDF 12-Pond 2 drainage ditch will also be performed under this item. This bid item shall include all material cost, labor, equipment, transportation, overhead, consumables, and all other costs associated with the performance of this work.

Pay Item 01B will be paid Lump Sum.

- (2) **Excavation – Controlled Embankment Fill:** This bid item includes the excavation and hauling of existing dredged material from within the containment cell to construct the mechanical capacity containment berms to the lines and grades depicted in the Construction Drawings. Materials excavated under this item will be used as controlled embankment fill as described in Section 3. This bid item shall include all material cost, labor, equipment, transportation, overhead, consumables, and all other costs associated with the performance of this work.

Pay Item 02B will be paid Lump Sum.

- (3) **Controlled Embankment Fill:** This bid item includes the placement and compaction of former dredged material (Section 2 above) to construct the mechanical capacity containment berms to the lines and grades depicted in the construction drawings.

This item also includes the preparation of the existing in-situ base

and existing berms required to construct the new mechanical capacity containment berms upon. This bid item shall include all material cost, labor, equipment, transportation, overhead, consumables, drying/tilling, chemical stabilizing (as required), quality control, and all other costs associated with the performance of this work. This bid item shall also include the re-establishment of the access paths up the back side of wire wall following the construction of the new berms that will pass overtop.

Pay Item 03B will be paid Lump Sum.

- (4) **Excavation & Material Relocation:** This bid item includes the excavation, hauling, relocation and movement of excess existing dredged material from within the containment cell as a result of cell floor grading. Material excavated under this item will be relocated to the southeastern corner of the containment cell after the containment berms (See Section 3 above) have been constructed. The fill material upon completion shall be an extension of the southern berm moving northward at a constant elevation of +600' to match the elevation of the southern berm. This bid item shall include all material cost, labor, equipment, transportation, overhead, consumables, and all other costs associated with the performance of this work.

Pay Item 04B will be paid Lump Sum.

- (5) **Existing Outlet Structure Abandonment:** This Bid Item includes disassembling/ removing the two existing 36" risers and stone ballasts and backfilling/removing the existing 24" horizontal drainage pipes. These outlets are no longer needed. This item shall be performed prior to berm construction and embankment placement. This bid item shall include all material cost, labor, equipment, transportation, overhead, consumables, disposal, and all other costs associated with the performance of this work.

Pay Item 05B will be paid Lump Sum.

c. ITEM C: DRAINAGE DITCH TO POND 2

- (1) **Ditch Clearing and Grading for Drainage Improvements:** This Bid Item includes the clearing of debris and existing vegetation and regrading of the drainage ditch to promote positive drainage/flow towards the northwest in the direction of the existing CDF 12 initial settling/drainage pond 2 to lines and grades depicted on construction drawings. This ditch is used to move pumped stormwater and free surface water runoff that collects in the containment cells on CDF 12 into the water management ponds. This lump sum bid item shall include all material cost, labor, equipment, transportation, overhead, consumables, and all other costs associated with the performance of this work.

Pay Item 01C will be paid Lump Sum.

d. ITEM D: SEEDING AND MULCHING

- (1) **Hydroseed:** Item includes 3+ acres of hydro seeding of the top, exterior, and interior slopes of the newly constructed 2024-2025 mechanical capacity containment berms as depicted in the Construction Drawings. This hydro seeding work shall be performed following the completion of all excavation and fill placement activities. This Bid item shall include all material cost, labor, equipment, transportation, overhead, consumables, and all other costs associated with the performance of this work. Contractor shall also be required to hydroseed the surface of the southern plateaued fill area to establish vegetation to be mowed and maintained by the Port Authority. This area was not included in the estimate, which was based upon only the shaded area in the plan sheets. Contractor will also be responsible for reseeding any areas of the existing berm exteriors disturbed during construction.

Pay Item 01D will be paid Lump Sum.

Part B - General Conditions

B-1 CONTRACT DOCUMENTS

The following shall constitute the Contract Documents and shall be deemed the Contract made pursuant to this Bid Package:

- (1) All provisions required by law or resolution to be inserted in the Contract, whether actually inserted or not.
- (2) The Resolution of the Port Authority awarding the Contract.
- (3) Amendments to the Contract.
- (4) The Form Contract as completed and executed.
- (5) All Addenda issued by the Port Authority prior to Bid Submission.
- (6) Project Specifications and Supplemental General Conditions.
- (7) General Conditions.
- (8) Instruction to Bidders.
- (9) The Contract Drawings.
- (10) The Resolution authorizing the making of the public improvement.
- (11) All required Policies of Insurance.
- (12) The Affidavit of Non-Collusion.
- (13) The Bid.
- (14) ODOT 2019 Construction & Material Specifications
- (15) Federal Aviation Administration Construction Safety Phasing Plans & 7460 Determinations

B-2 CONFLICT BETWEEN CONTRACT DOCUMENTS

In the event there is a conflict between the provisions in various Contract Documents, and it is impossible to reconcile the conflict between the provisions, the provision that is in the Contract Document appearing first in the order set forth above shall take precedence.

B-3 TIME OF ESSENCE

Time is of the essence in the Contract. The Contractor shall begin Work on the day specified in paragraph B-4a and shall prosecute the work diligently so as to assure completion of the Work not later than the time specified therefore, or the time of completion as extended, pursuant to paragraph B-6 hereof.

B-4 TIME OF COMMENCEMENT AND COMPLETION OF WORK

- a. A Contract shall be deemed executed when signed by the parties.
- b. Unless provided in the Specifications and Supplemental Conditions, the Bidder shall state in his bid the date by which the Work will be completed. Where equal bids are received, the date of completion will be used in determining the lowest responsive and responsible bidder.

B-5 LIQUIDATED DAMAGES FOR DELAY

The Contractor will complete the Work on or before the dates fixed, as it may be extended as provided in paragraph B-6. Since any damage to the Port Authority which will result from the failure of the Contractor to timely complete the Work will be difficult or impossible to accurately assess, the damages to the Port Authority for a delay in completion shall be liquidated in the amount equal to damages assessed by the USACE through the dredging contractor in the event they are unable to dredge in a timely manner and any substantiated delay costs incurred by the dredging contractor. The Port Authority will deduct and retain out of any money due or to become due under the Contract the amount of the liquidated damages and, in case those amounts are insufficient, the Contractor shall immediately pay the difference upon demand of the Port Authority.

B-6 DELAY FOR CAUSES BEYOND CONTRACTOR CONTROL

- a. If the Contractor is delayed in the completion of the Work by any act or omission of the Port Authority, or by any other contractor employed by the Port Authority, or by changes ordered in the Work, or by strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties, or any cause beyond the Contractor's control, including orders, limitations, or restrictions of any governmental agency having jurisdiction over the Work, or by delay authorized by the Port Authority, or by any cause which the Port Authority decides justifies the delay; then, for all such delays and suspensions, the Contractor shall be allowed one calendar day extension beyond the time herein stated for completion of the Work for each and every calendar day of such delay so caused, the same to be ascertained by the Port Authority.
- b. No extension shall be made for any one or more of such delays unless within ten (10) days after the beginning of such delay a written request for additional time shall be filed with the Port Authority. In case of a continuing cause of delay, only one request will be necessary.
- c. No claims for damages or any claim other than for an extension of time as herein provided shall be made or asserted against the Port Authority by reason of any delay.
- d. When by reason of any of the causes stated herein an extension of time has been allowed for the completion of Work, the Contractor shall not be entitled to a bonus for completion prior to the date so extended, anything in the Contract Documents to the contrary notwithstanding.

B-7 STORAGE OF MATERIALS

- a. The Contractor shall make all necessary arrangements and provisions for the storage of materials and equipment to be used for the Work.
- b. Materials and equipment which are to become the property of the Port Authority shall be so stored as to facilitate their prompt inspection and insure preservation of the quality and fitness of the materials and equipment, including proper protection against damage by freezing and wet weather; and shall be placed under cover on wooden platforms or other hard, clean surfaces, and not on the ground, when so directed. Whenever the best interest of the Port Authority so requires, upon order of the Port Authority, the Contractor shall promptly provide improved storage facilities and methods.
- c. Property other than Port Authority property shall not be used for storage purposes without written permission of the owner or other person properly in possession or control of such premises.
- d. The Port Authority disclaims all responsibility for loss or damage to stored materials or equipment, or both.

B-8 RESPONSIBILITY OF CONTRACTOR FOR DAMAGE TO WORK

- a. The Port Authority will not insure the Work until final acceptance nor insure against claims for injury to persons or property arising during performance of the Work. The Contractor will be held responsible for all damage to the Work, regardless of cause, until final completion and acceptance, even though partial payments have been made under the Contract. The Contractor will be held answerable for all damages that may occur to persons or property from want of proper shoring, bracing, lighting, watching, boarding or enclosing, and for any accident arising from defective scaffolding or apparatus, or from any negligence on the part of it or its employees.
- b. The Contractor shall provide proper facilities, take all necessary precautions and assume the entire cost for protecting the Work against adverse weather conditions and for handling all storm and flood water, sewage, seepage, ice or snow that may be

encountered during the performance of the Contract. The manner of providing for such contingencies and for carrying on the Work in freezing weather shall meet with the approval of the Port Authority.

B-9 DUTY AND RESPONSIBILITY OF CONTRACTOR FOR PLANT AND METHODS

The Contractor shall provide and install such plants and shall use such methods and appliances for the performance of all operations connected with the Work as will secure the safety of the Work and those working on it, a satisfactory quality of the Work and a rate of progress that will insure the completion of the Work within the time specified. If at any time before the commencement or during the progress of the Work, or any part of it, such methods and appliances appear to be unsafe, inefficient or inadequate for securing the safety of the Workmen, the quality of the Work or the rate of progress required, the Port Authority may order the Contractor to increase safety measures or to improve their character, and the Contractor shall comply with such orders; but the failure of the Port Authority to make such a demand shall not release the Contractor from its obligation to secure the safe conduct and the quality of the Work, and the rate of progress required. The Contractor alone shall be responsible for the safety, efficiency and adequacy of its plant, appliances and methods.

B-10 STRUCTURES ENCOUNTERED AND PROTECTION OF PROPERTY

- a. The Contractor shall, at its own expense, support and protect all structures, improvements, equipment and fixtures of all kinds and all other property that may be encountered or endangered in the prosecution of the Work. It shall repair and make good any damage caused to any such property by reason of its operations leaving all Work in approved condition at the completion of the Contract.
- b. The Port Authority reserves the right to repair any damage to property caused by the Contractor, or its Subcontractors, Laborers or Materialmen and the cost of such repair shall be borne by the Contractor. In the event the Contractor refuses or fails to pay for such repair work, without prejudice to any other remedies available to the Port Authority, the cost of the same shall be deducted from any money that may be due it.

B-11 WATCHMEN

- a. The Contractor shall provide the necessary watchmen and sufficient warning lights and barricades at its own expense and it shall take such other precautions as are necessary to protect life and property.
- b. The Port Authority may at any time order the Contractor to provide watchmen or additional watchmen at any point where, in its opinion, they are required, or where the proper official of any municipality affected may request them.
- c. Nothing in this section shall be construed as requiring the Contractor to provide a road patrol.

B-12 SANITARY PROVISIONS

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of its employees as may be necessary to comply with the requirements of law and ordinance.

B-13 WATER SUPPLY

Direct connections to water infrastructure is not available site. Arrangements may be made with the Authorized Representative of Burke Lakefront Airport to determine availability and associated costs.

B-14 ACCESSIBILITY OF FIRE HYDRANTS AND STOP VALVES

Fire hydrants and stop valves adjacent to the Work or on or adjacent to the Site shall be kept readily accessible to fire apparatus and no material or other obstruction shall be placed within

five (5) feet of any hydrant or stop valve unless by special permission of the proper authorities.

B-15 REMOVAL OF RUBBISH

The Contractor shall, at its own expense, keep the Site and Work, clean during the construction and remove all rubbish as it accumulates. Upon the completion of the Work, the Contractor shall remove all temporary structures and rubbish of all kinds and shall leave the Site and the Work in a clean and neat condition. See specific requirements in Construction Safety Phasing Plans.

B-16 PUBLIC LIABILITY, PROPERTY DAMAGE AND AUTOMOBILE INSURANCE

The Contractor shall take out and maintain during the life of the Contract such public liability and property damage insurance, with the Port Authority named as an additional insured, as shall protect the Contractor, the Port Authority and any Subcontractor performing Work from damage, personal injury, accidental death, and property damage which may arise from operations under the Contract, whether such operations are by the Contractor, Subcontractor or anyone directly or indirectly employed by or operating as an independent contractor for either of them. *If there is an exposure of injury to the Contractor under the U.S. Longshore and Harbors Workers' Compensation Act, the Jones Act, or under laws regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.* An exact copy of such policy or policies shall be deposited with the Port Authority before the commencement of any Work. The amounts of such insurance shall be as follows:

- a. Public Liability Insurance: In an amount not less than \$1,000,000 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$2,000,000 on account of one occurrence involving injury to more than one person, and property damage insurance in an amount not less than \$500,000.
- b. The following special hazards shall be covered during the life of the Contract by rider or riders to the policy or policies above required, or by separate policies of insurance in amounts as follows:
 - (1) Public Liability insurance to cover each automobile, truck, or other vehicle used in the performance of the Contract in an amount not less than \$1,000,000 on account of injury or death of one person and not less than \$2,000,000 on account of injury or death of two or more persons.
 - (2) Property damage liability insurance to cover each automobile, truck or other vehicle used in the performance of the Contract in an amount not less than \$200,000 on any occurrence.
- c. The policy shall contain provisions whereby the insurance company agrees that ten (10) days prior to cancellation, change or reduction of the insurance afforded by the policy, with respect to the Contract, written notice will be mailed to the Port Authority.

B-17 ACCESS TO WORK AND PLACE OF MANUFACTURE

Port Authority staff and authorized representatives shall at all times have access to inspect the Work wherever it is in preparation, progress, being manufactured or fabricated and the Contractor shall arrange and provide proper facilities for such access and inspection to determine whether such Work is being done in accordance with the Contract.

B-18 STANDARDS AND SUBSTITUTIONS

- a. The type or make of any material, equipment, article, device, fixture or furnishing, or of any form of construction, named in these specifications, whether or not the words "or approved equal" or those of like import are used shall be known as the "Standard" specified. The bid shall be based only on the Standards specified.
- b. Where two or more Standards are named together, Bidders may bid upon any of

the Standards named.

- c. Bidders may, at their discretion, request consideration of substitutions for the Standards specified provided:
 - (1) They name on the substitution sheet attached to the Bid Form the substitute item bid upon and the addition or deduction they will make to or from their base bid in the event the substitute is accepted.
 - (2) They submit with their bid, on the due date, a complete specification or description, with illustrations where necessary, each item listed on the substitution sheet.
- d. Each proposed substitution will be analyzed to determine quality and fitness for the purpose intended as compared with the Standard and a decision as to its acceptance or rejection will be rendered prior to an award of contract. The decision of the Port Authority as to the acceptability of any substitute item shall be final.
- e. In the event the Bidder names no substitutes on its substitution sheet, the Standard shall be used and no substitute therefore permitted.
- f. The lowest gross price bid on the Standards specified will constitute the bid to be considered for award.
- g. The use of any experimental or untried methods, or the use or installation of any experimental or untried materials or equipment or any combination of either or both, shall not be allowed. Each Bidder, or the Contractor if a Contract has been awarded, shall, if so required by the Port Authority, submit ample proof that the method of doing any of the Work has been successfully used for like work for a period of at least one year; or that the materials or equipment or any combination of either or both proposed to be used on, or furnished for the Work, is of a reliable make and is of a type that has been successfully used in practical service outside of the Bidder or the Contractor's facilities, for a period of not less than one year.

B-19 INSPECTION

- a. Inspectors as designated by the Port Authority shall be authorized to inspect all Work done and materials furnished. Such inspection may extend to all or any part of the Work, and to the preparation or manufacture of the materials to be used. In case of any dispute arising between the Contractor and the inspector as to materials furnished or the manner of performing the Work, the inspector shall have the authority to stop the use of material or suspend the Work until the question at issue can be referred to and decided by the Port Authority. The inspector shall not be authorized to revoke, alter, enlarge, relax or release any requirements of any specifications, nor to approve or accept any portion of the Work or to issue instructions contrary to the plans and specifications. The inspector shall not act as a foreman or perform other duties for the Contractor or interfere with the management of its Work. Any advice, which the inspector may give the Contractor, shall in no way be constructed as binding the Port Authority in any way or releasing the Contractor from the fulfillment of the terms of the Contract.
- b. The Contractor shall not be entitled to any claims for loss of time, damages or anticipated profit due to any time lost from suspension or rejection of any Work or from disputes with the Port Authority.

B-20 LAWS, PERMITS AND REGULATIONS

The Contractor shall comply with all applicable Laws and shall be responsible for securing at its own expense any and all licenses, permits and certificates of inspection required by law, or by the Contract Documents.

B-21 BLASTING

No blasting is permitted unless specifically authorized in writing for any Work.

B-22 OTHER CONTRACTS

It is understood and agreed that the Contractor shall execute his Work in such a manner and in such order as will not interfere with work in progress and will permit the Port Authority to perform other work or to enter into other contracts for work and materials to be constructed or placed in, on or about the Work, with the least interference possible and with complete cooperation with the Port Authority and other contractors. The Port Authority shall decide all questions of priority among separate contractors.

B-23 PATENTS

The Contractor shall pay all royalties and license fees and shall hold and save the Port Authority and its officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses, for or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Port Authority unless otherwise specifically stipulated in the Contract Documents. In this respect the Contractor shall defend all suits or claims for infringement of any patent or license rights by counsel acceptable to Port Authority.

B-24 INDEPENDENT CONTRACTOR STATUS

The Contractor is and shall remain an independent contractor with respect to all services performed and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, tax withholding, unemployment insurance, workers' compensation or old age retirement benefits, pensions, or annuities now or hereafter imposed under any Law which are measured by the wages, salaries, or other remuneration paid to persons employed by the Contractor on the Work and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under Law and the Contractor also agrees to indemnify and save harmless the Port Authority from any such contributions or taxes or liability therefore.

B-25 NON-DISCRIMINATION

The Contractor agrees that in the hiring of employees for the Work, no Contractor, Subcontractor, or any person acting on its behalf, shall, by reason of race, creed, religion, national origin, gender, marital status, disability, citizenship status, veterans of the U.S. armed forces or color, discriminate in the employment of labor or workers who are qualified and available to perform the Work or in any manner, discriminate against or intimidate any employee hired for the performance of Work on account of race, creed, religion, national origin, gender, marital status, disability, citizenship status, veterans of the U.S. armed forces or color.

B-26 PREVAILING WAGES ON STATE PROJECT WITH NO FEDERAL-AID

This contract is subject to Ohio Prevailing Wage Laws, Chapter 4115 of the Ohio Revised Code and the Contractor and all subcontractors shall comply with all provisions contained therein or as otherwise provided by this note. The Contractor guarantees that the prevailing wage scale to be paid to all laborers and mechanics employed on this contract shall be in accordance with the schedule of the prevailing hourly wage and fringe benefits as determined by the Ohio Department of Commerce for the county in which the work is being performed. The failure to pay prevailing wages to all laborers and mechanics employed on this project, shall be considered a breach of contract. Such a failure may result in the revocation of the contractor's and/or subcontractor's certificate of qualification and debarment. A schedule of the most current prevailing wage rates may be accessed by registering with the Ohio Department of Commerce, Labor and Worker Safety Division, Wage and Hour Bureau at the following web address:

<https://com.ohio.gov/divisions-and-programs/industrial-compliance/wage-and-hour/wage-and-hour>

The Contractor and all subcontractors shall compensate the employees on this contract at a pay rate not less than the hourly wage and fringe rate listed on the website noted above, for the

applicable job classification or as may be modified by the Ohio Department of Commerce, Division of Labor and Worker Safety Wage and Hour Bureau, when new prevailing rates are established.

Overtime shall be paid at one and one-half times the basic hourly rate for any hours worked beyond forty hours during a pay week. The Contractor and all subcontractors shall pay all compensation by company check to the worker and fringe benefit program.

The wage and fringe rates determined for this project or as may be later modified, shall be posted by the Contractor in a prominent and accessible place on the project, field office, or equipment yard where they can be easily read by the workers or otherwise made available to the workers. On the first pay date of contract work the Contractor and all subcontractors shall furnish each employee covered by prevailing wage a completed form whpw1512 in accordance with section 4115.05 of the Ohio Revised Code, showing the classification, hourly pay rate, fringes, and identifying the LPA Prevailing Wage Coordinator (PWC), if such employees are not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of labor. These forms shall be signed by the Contractor or subcontractor and the employee and kept in the Contractor's or subcontractor's payroll files.

The Contractor and all subcontractors shall submit to the Port Authority's representative, certified payrolls on form whpw1509 or equivalent, in accordance with sections 4115.07 and 4115.071 (C) of the Ohio Revised Code, three weeks after the start of work and every subsequent week until the completion of the contract. Additionally, a copy of the "Apprentice Certification" obtained from the Ohio State Apprenticeship Council, must accompany all certified payrolls submitted, for all apprentices working on this project. Upon completion of the contract and before the final payment, the Contractor shall submit to the PWC a final wage affidavit in accordance with section 4115.07 of the Ohio Revised Code stating that wages have been paid in conformance with the minimum rates set forth in the contract. Please be aware that it is ultimately the responsibility of the Contractor to ensure that all laws relating to prevailing wages in Chapter 4115 of the Ohio Revised Code are strictly adhered to by all subcontractors.

The Contractor and all subcontractors shall make all of its payroll records available for inspection, copying or transcription by any authorized representative of the contracting agency. Additionally, the Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.

If the Contractor or any subcontractor fails to comply with any of the provisions contained in this proposal note, the LPA may terminate the contract and/or withhold or suspend pay estimates after written notice and a reasonable opportunity to comply has been provided.

B-27 STATE OR FEDERAL TAXES

- a. The Contract price or prices for the materials contained in the contract are subject to increase or decrease by the amount of any additional tax or reduction of tax, as the case may be, affecting such commodity imposed by or under authority of the Federal Government or the State of Ohio, which may be enacted after the Bid Opening Date and such changes shall continue in effect during the existence of such change in the taxes, provided, however, that in the event of any increase in cost, a claim shall be presented by the Contractor within thirty (30) days and provided that such claim is supported by evidence showing such additional tax, satisfactory to the counsel for the Port Authority. Reductions in taxes will be deducted from the contract price.
- b. The Port Authority is exempt from all sales, excise and transportation taxes, except State of Ohio gasoline tax. The price or prices bid, whether a unit price, lump sum price, lot price, or a trade discount from catalogue list prices, shall be exclusive of all such taxes and will be so construed.

B-28 LABOR AND MATERIAL MEN

- a. The Contractor shall promptly pay or satisfy proper claims of all persons who have performed labor or furnished material for the Contractor in the execution of the Contract, including those who have previously filed attested accounts of such claims with the Port

Authority, and all bills, costs or claims of whatever kind which might in law or equity become a lien upon the Work or against the fund from which the same is to be paid or a charge against the Port Authority.

- b. The Port Authority may retain out of any moneys at any time due Contractor a sum sufficient to pay all Laborers, Subcontractors or Materialmen who have filed an attested account of such claim with the Port Authority within one hundred twenty days from the performance of last labor or the delivery of last materials, stating that any balance for said work or materials is still due and unpaid, which amount may be retained by the said Port Authority until satisfactory evidence is furnished to counsel for the Port Authority that said balance has been fully paid, and if said evidence is not furnished before the next estimate becoming due to the Contractor under the Contract, the Port Authority may pay said balance to the person claiming it and charge such payment to the Contractor as payment on the Contract, unless the Contractor shall have previously filed with the Port Authority written notice that such claim is in dispute. In the event of such dispute, the Port Authority will retain the amount until the claim has been adjusted or the money paid into court on proceedings in the nature of an interpleader. Not with-standing any of the above Port Authority is permitted at any time to take all steps and actions authorized to it under state mechanics lien and similar or related statutes.

B-29 ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of the Contract, or its right to execute it, or its right, title or interest in or to it or any part thereof, or assign, any of the moneys due or to become due under the Contract, except by written consent of the Port Authority, and the giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. Any such assignment contrary to these provisions shall be null and void and of no effect on Port Authority. Any assignment, transfer, or conveyance permitted by the Port Authority in writing shall not be valid until the actual assignment, transfer or conveyance is filed in the office of the Port Authority.

B-30 SUBCONTRACTORS

- a. The Contract will be made pursuant to the bid submitted by the Contractor and in reliance upon the Contractor's qualifications and responsibility, therefore the Contractor shall not sublet nor shall any Subcontractor commence performance of any part of the Work without the previous written consent of the Port Authority. In making application for subletting any portion of the Work, the Contractor shall state in writing the portion of the Work which each Subcontractor is to do or the material which it is to furnish, its place of business, and such other information as may be required in order to ascertain whether such Subcontractor is responsible, reliable and able to perform the work or to furnish the materials as called for in the specifications. Subletting, if permitted, shall not relieve the Contractor, nor its surety of any of its obligations under the Contract. If at the time the bid is made the Contractor knows of parties it may identify as potential Subcontractors it shall list them as potential Subcontractors in the bid.
- b. Any subcontract for Work must conform to the requirements of the Contract.
- c. The Contractor shall be and remain solely responsible to the Port Authority for the acts and omissions of its Subcontractors and of such Subcontractors' agents. The Contractor shall promptly, upon request of the Port Authority file a conformed copy of the subcontract, as a condition precedent to the approval of a Subcontractor. The Contractor and subcontractor jointly and severally agree that no obligation upon the Port Authority is thereby created to pay to, or see to the payment of any sums to any Subcontractor.

B-31 CHANGES OR MODIFICATIONS OF CONTRACT

When in the prosecution of any Work it becomes convenient, in the opinion of the Port Authority, to make alterations or modifications in the Contract, such alterations or modifications shall be within the general scope of the Work and shall be made in writing by the Port Authority, subject, however to authorization by the Board of Directors, if required under law or Port Authority regulations or resolutions. The alteration or modification may either be a Change Order, Change

Directive or Minor Change. If the alteration or modification the Contractor has been directed to perform does not involve an adjustment to the amount due under the Contract, or the time the Contractor has to complete the Work ("Minor Change"), then such alteration or modification shall immediately become binding on Contractor upon the written order of the Port Authority. If the matter involves an adjustment to the amount due under the Contract, or the time for completion of the Work, then the written order received from Port Authority shall be binding on the Contractor as a Change Order, if the Contractor enters into a written change order agreeing to the change in the Work, the adjustment to the amount due under the Contract and adjustment to the time for completion of Work. If a Change Order has not been signed the written order for the Port Authority shall become effective on the Contractor as a Change Directive which the Contractor shall be bound to do and the Contractor will be paid an amount based on unit prices stated in the Contract Documents or in the absence thereof based on actual cost incurred by the Contractor, as evidenced by detailed records kept by Contractor of all expenditures for the changed Work, plus reasonable overhead and profit. All amounts due Contractor for changes in the Work shall take into account savings realized by the Contractor. No such alterations shall be valid unless the price to be paid for the Work or material, or both, under the altered or modified Contract, shall have been authorized by the President or said Board where necessary. Authorized Representative is not authorized to change, modify or amend the Contract.

B-32 PORT AUTHORITY RIGHTS UPON CONTRACTOR'S DEFAULT

a. Termination of Contract

In addition to the rights Port Authority may otherwise have, the Port Authority shall have the right to terminate the Contractor's right to continue the Work on the Contract upon (1) the failure of the Contractor to begin on or within 14 days of the notice to proceed with physical preparation at the Site for the Work; (2) the failure of the Contractor to begin the Work on or within 14 days of the notice to proceed; (3) the failure of the Contractor to cure any unexcused delay in performance within three days after written notice is given if it appears to the Port Authority that the Work has been so unreasonably delayed as to tend to indicate the likelihood of failure of completion within the time specified; (4) failure to replace any Work, material or equipment not meeting the Contract specifications within three days after receipt of written notice of the Contractor's failure to properly provide conforming Work, material or equipment; (5) failure to complete the Work by the Completion Date with any extensions which may have been granted; (6) any other default not cured by the Contractor on or within ten days of notice, and if the default is of the type that cannot be cured in that time period, then the Contractor has begun to cure said default and diligently and continuously pursues cure; or (7) if the Contractor shall become insolvent, or shall be adjudged as bankrupt, or shall make any assignment for the benefit of its creditors, or if a receiver of its property shall be appointed. The Port Authority's right to terminate the Contract shall be without prejudice to any other right or remedy, and Port Authority may enter upon the premises and take possession of all materials, tools and appliances thereon, and finish the Work by whatever method it may deem expedient.

b. Delivery of Material

The delivery of any material, equipment, or the performance of any labor hereunder which does not in all respects conform to the Contract, may be rejected and the Contractor shall be notified by the Port Authority of such rejection and the reason therefore, which notice shall be confirmed in writing. If the Contractor fails to effect immediate replacement of such rejected materials, equipment and labor with material, equipment and labor meeting the requirements of the order and of the Contract, the Port Authority may purchase material, equipment and hire labor of the character required under the order up to the amount rejected and the Contractor and its surety shall be liable to the Port Authority for any excess cost and expense occasioned the Port Authority thereby. The Port Authority shall have the right to suspend the whole or any part of the Work, when the Contractor is not doing the Work in accordance with the Contract. No extension of time for completion of the Work or claim for damages will be allowed by reason of such suspension.

c. Contractor's Liability for Damages

In case of such discontinuance of the employment of the Contractor, it shall not be entitled to receive any further payment under the Contract until the Work is wholly completed, at which time, if the unpaid balance of the amount to be paid under the Contract shall exceed the expenses incurred by the Port Authority in finishing the work, such excess shall be paid by the Port Authority to the Contractor, but if such expenses shall exceed such unpaid balance, the Contractor shall pay the difference to the Port Authority. If the right of the Contractor under the Contract is terminated, the Contractor shall only be paid for work actually performed and material incorporated into the project at the agreed to rate. The Contractor shall remain liable to Port Authority for any damages suffered by Port Authority regardless of the termination of the right to continue performing Work.

d. Rights of Port Authority in Case of Nonperformance:

If the Contractor shall refuse or neglect to supply a sufficient number of properly skilled Workmen, or materials of the proper quality, or shall fail in any respect to prosecute the Work or any part thereof with promptness and diligence, or fail in the performance of any of its agreements, the Port Authority may, after 48 hours written notice to the Contractor, provide such labor or materials, and deduct the cost thereof from any monies then due or thereafter to become due to the Contractor under the Contract.

B-33 ACCEPTANCE OF PERFORMANCE

It shall be understood and agreed by the parties hereto that the Port Authority shall determine if the quality of the Work and the material and equipment furnished under the Contract is satisfactory.

B-34 GUARANTEE

- a. The Contractor guarantees that the Work done and all material used in the Project under Contract are in all respects new, first-class, and of the proper kind and quality necessary for the Work and the Work will be done in a good and workmanlike manner and in accordance with the Contract Documents. The Contractor guarantees that the improvement constructed will remain in good condition for and during the entire period of guarantee.
- b. The period of guarantee shall begin upon the date of Final Acceptance of the Work, and shall continue for one year thereafter or as otherwise provided in the Specifications and Supplemental Conditions.
- c. If at any time before or during said period of guarantee, any defects appear in the Work, or if any of the Work is not in accordance with the requirements of the Contract Documents, or for any other cause which is not attributed to unusual causes such as damage by others, or unusual casualty or natural disaster, all as determined by the Port Authority. Port Authority will notify the Contractor to rectify such defects or omissions, or to make the repairs so required.
- d. If the Contractor shall fail to begin to rectify such defects or omissions or to start such repairs within five (5) days from the date of such notification, or if such repair work is not made in a manner satisfactory to the Port Authority, the Port Authority shall have the right to purchase any necessary materials, rent any necessary tools and equipment and to employ such other person or persons as it may deem proper to make such repairs, and to recover said amounts from the Contractor by paying the expense thereof out of the monies then due, or which may thereafter become due to the Contractor, or out of the amount retained for that purpose by the Port Authority.
- e. In case of an emergency, as deemed by the Port Authority, the Port Authority shall have the right to purchase any necessary materials, rent any necessary tools and

equipment and to employ such other person or persons as it may deem proper to make such repairs, and to recover the expenses from the Contractor and/or its sureties including paying the expense thereof out of the moneys then due, or which may thereafter become due to the Contractor, or out of the amount retained for that purpose by the Port Authority.

- f. If any retained or unpaid moneys are not sufficient to meet such expense, the Contractor and/or its sureties shall pay the difference immediately upon request.
- g. If it is necessary to remove any part of the Work to repair defects in materials or workmanship, or if any part of the Work becomes damaged due to such rectification or repairing, all such Work shall be replaced or repaired, all to the satisfaction of the Port Authority. The guarantee provisions shall also apply to all rectified or repaired work.

B-35 TERMS OF PAYMENT

- a. The Contractor will make current requests for payment using the AIA Document G702, "Application and Certificate for Payment", not more than once each month ("Payment Request(s)"), and submit them to the Port Authority for approval. All Payment Requests shall be dated the last working day of the month and shall be submitted to the Port Authority by the tenth day of the following month. Signed and notarized payment requests and associated back up shall be sent electronically to the Port Authority's accounting department at the following email address: Accounting@PortofCleveland.com. All Payment Requests shall include certified payroll, a partial waiver of lien and claims from the Contractor, an updated FBE/MBE Project participation progress report, and a lien waiver from each subcontractor listed on the previous Payment Request (collectively the "Lien Waivers"). Prior of submission of the monthly payment application, a pencil copy Payment Request shall be submitted by the Contractor to the resident engineer in charge of the Project for approval/consideration. The Payment Request shall cover installed materials, the amount and value of Work performed in accordance with the Contract during the preceding payment period, and a complete list of all subcontractors hired by the Contractor that performed work on the project during the period of time covered by the Payment Request. At the discretion of the Port Authority, allowances may be made for nonperishable materials, which are to be incorporated into the Work, when delivered and properly stored upon the Site. Upon approval of the Contractor's Payment Request, the Port Authority will make estimates in writing, once each payment period, of the material in place complete, and the amount of Work performed, all in accordance with the Contract. Upon approval of the Payment Request and the Lien Waivers by the Port Authority, the Contractor shall be paid the amount of each such estimate and less all prior payments less a deduction of five percent (5%) which shall be retained until Final Acceptance of all Work.
- b. Contractor shall not, directly or indirectly, create, incur, assume or suffer to be created by it or by any subcontractor, laborer, materialman or other suppliers of goods, services, labor or materials, any claim, lien, charge or encumbrance against the funds for the public improvement or any part thereof or upon the project. Furthermore, Contractor shall promptly pay or discharge, and discharge of record any such claim, lien or encumbrance for labor, materials, supplies or other charges, that if unpaid, might be or become a lien against the funds for the public improvement or any component of the public improvement.
- c. Upon the Final Acceptance of the Work and submission of all Project closeout documentation, the Port Authority shall pay the Contractor the whole amount of the money then due the said Contractor under the contract less amounts which may be withheld.
- d. The payment of the moneys provided for herein shall constitute a full and complete discharge of all the duties and obligations of the Port Authority under the Contract.

B-36 NO WAIVER OF LEGAL RIGHTS

Neither acceptance of nor payment for the Work, or any part of the Work, nor any extensions of time, nor any possession taken by the Port Authority shall operate as a waiver of any portion of the Contract, nor shall a waiver of any breach of the Contract be held to be a waiver of any other or subsequent breach.

B-37 INDEMNITY CLAUSE

The Contractor shall indemnify, keep and save harmless the Port Authority and its respective officers, agents and employees against all suits or claims that may be based upon any injury to persons or property that may occur, or that may be alleged to have occurred in the course of the performance of the Contract by the Contractor, or as a result of the performance of the Contract by the Contractor, whether or not it shall be claimed that the injury was caused through a negligent act or omission of the Contractor or its agents, and whether or not the persons injured or whose property was damaged were third parties, employees of the Contractor or employees of an authorized Subcontractor; and the Contractor shall at its own expense defend the Port Authority in all litigation through counsel of Port Authority's choice, pay all attorneys' fees and all costs and other expenses arising out of the litigation or claim or incurred in connection therewith; and shall, at its own expense, satisfy and cause to be discharged such judgments as may be obtained against the Port Authority, or any of its officers, agents or employees.

B-38 DRAWINGS AND SPECIFICATIONS

Should any error or inconsistency appear in the drawings, specifications or Contract, or should the Contractor be uncertain as to the Work, the Contractor, before proceeding with the Work, shall inform the Authorized Representative of the same in writing in a timely manner, and then proceed with the Work as directed by the Authorized Representative in writing.

When measurements are affected by conditions already established, the Contractor shall take and be responsible for field measurements notwithstanding the giving of scale or dimensions on any Contract Drawings.

B-39 CONTRACTOR'S DRAWINGS

The Contractor shall prepare all necessary detail drawings, designs, and data giving full and complete information, and it shall commence Work immediately upon receipt of the necessary information, priority being given to those drawings, necessary for fabrication of the material or equipment in the order of its required delivery.

Unless otherwise specified, not less than three (3) copies of all the Contractor's and Subcontractors' drawings shall be submitted for approval. The Contractor shall submit all drawings to the Port Authority at the proper time so as to prevent delays in delivery of materials and equipment. All Contractor's drawings submitted for approval by the Port Authority shall be sent directly to the Port Authority's office, and shall be addressed as follows: Cleveland-Cuyahoga County Port Authority, 1100 West 9th Street, Suite 300, Cleveland, Ohio 44113. All shipments shall be clearly marked.

All drawings submitted by Subcontractors, for approval by the Port Authority, shall first be sent by the Subcontractors directly to the Contractor, who shall keep a record of the drawing numbers and dates of receipt. The Contractor shall check thoroughly all Subcontractors' drawings as regards measurements, sizes of members, materials and details to satisfy itself that they conform to the Port Authority's Plans and Specifications. Drawings found to be inadequate or otherwise in error shall be returned to the Subcontractors for correction before submitting them to the Port Authority. After the Contractor has checked and approved such drawings, it shall place thereon the date of approval and signature of the reviewer, and then submit them to the Port Authority for approval.

All Contractor's and Subcontractors' drawings shall be submitted in the order in which materials and equipment are needed at the Site without necessarily waiting for completion of all drawings before submitting part of them for approval. The Port Authority's approval of the Contractor's and Subcontractors' drawings shall not relieve the Contractor from responsibility for errors or omissions, which may exist, even though work is done in accordance with such approved drawings. Where such errors or omissions are discovered later, they will be remedied by the

Contractor without requiring any approval by the Port Authority.

No fabrication shall be started nor working drawings used on the Work until applicable drawings have been approved by the Port Authority. This approval however, is for general design only and shall not relieve the Contractor of its responsibility for the sufficiency of detail design or correctness of detail dimensions.

After approval, the Contractor shall furnish the Port Authority with one reproducible copy of each final approved drawing unless otherwise specified.

All drawings prepared or furnished by the Contractor shall be marked with the title of the work and the name of the Contractor, as well as the Port Authority. Each shipment of drawings shall be accompanied by a letter of transmittal giving list of the numbers and titles of drawings.

All drawings, including detail shop drawings supplied by the Contractor, shall become the property of the Port Authority and the Port Authority shall be entitled to use all or any portion of such drawings for any purpose including the duplication of facilities under construction or the construction of new facilities.

B-40 SUSPENSION OF WORK FOR THE CONVENIENCE OF THE PORT AUTHORITY

The Port Authority may by written order direct the Contractor to suspend all or any part of the Work for such period of time as may be determined by the Port Authority to be necessary or desirable for the convenience of the Port Authority. Any extension of time to be made because of such order to suspend Work shall be made in accordance with Section B-6 of the General Conditions. Any claim by the Contractor for an adjustment hereunder must be asserted within 30 days from the date such suspension is ordered.

B-41 SUPERVISION BY AUTHORIZED REPRESENTATIVE OR PRESIDENT

- a. President, and unless it expressly appears otherwise in this document, Authorized Representative, shall be the sole authorized individuals to act for or on behalf of Port Authority, unless otherwise appearing herein.
- b. Only the President shall have the authority to suspend Work (unless it is an emergency in which case Authorized Representative is authorized to act), terminate the Contract, terminate Work under the Contract, modify or amend the Contract, or waive compliance with any term of the Contract.
- c. The President shall have authority to stop the work at any time whenever such stoppage may be necessary to insure the proper execution of the Contract. The President shall have the right to order the removal and replacement of Work failing to meet the requirements of the Contract.
- d. It shall be the responsibility of the Authorized Representative to make written recommendations to the Port Authority in regard to all claims and other matters relating to the execution and progress of the Work and interpretations of the Contract Documents. The decisions on all such shall be made by the President, or his representative.
- e. Any notice to be supplied the Port shall be addressed to the Port Authority offices to the attention of the Authorized Representative unless it is a matter that only the President can act upon in which event it shall be to the attention of President with a copy to the Authorized Representative.

B-42 DUST OR FUME CONTROL

Whenever work of any kind creates nuisance or harmful dust or fumes, equipment for the complete protection of all personnel and property against dust and fumes shall be installed, maintained and effectively operated by the Contractor.

B-43 TEMPORARY POWER AND LIGHT

The Contractor will provide for electrical service as required for Work.

The Contractor shall furnish, install and remove its service cables from the designated electrical distribution point and shall further furnish, install and remove any accessory electrical equipment, such as fused switches, transformers, control devices and lighting required for the proper functioning of its equipment.

All temporary power cable shall be supported on insulators and spaced in accordance with all local and national electric Codes. High-voltage safety signs shall be located on cable and distribution panels. Upon completion of the construction, or as otherwise directed by the Port Authority, the Contractor shall dismantle completely, or any portion thereof, its temporary light system at its own expense.

B-44 HEAT AND COMPRESSOR AIR

The Contractor shall supply all heat for such periods of time and at such temperatures as required for the proper protection and execution of the Work. The Contractor shall supply all compressed air for construction purposes.

B-45 HANDLING AND PROTECTION OF MATERIAL

If requested by the Port Authority the planned method of moving or placing of materials shall be submitted for approval. This approval shall not relieve the Contractor of responsibility for the safety of the material and personnel.

The Contractor shall be responsible for unloading, uncrating and handling all equipment and material to be erected by it, whether furnished by the Contractor or others. The salvage materials and scrap resulting from such Work shall be disposed of by the Contractor in the manner prescribed, for removal of rubbish, unless otherwise directed by the Port Authority.

Any salvaged material considered usable by the Port Authority shall be stored and disposed in such a manner as the Port Authority may direct. Such usable material shall belong to the Port Authority if it results from material ordered directly by the Port Authority, and consigned to the Port Authority, or it is material removed from the existing facilities by the Contractor during the course of its Work. It shall be deemed to belong to the Contractor if it results from equipment or material ordered directly by the Contractor and consigned to the Contractor.

B-46 CONTRACTOR'S OFFICE

If an office is requested at Site, the Contractor shall maintain an office at the Site during the construction period at which it or its authorized agent shall be present at all times while the Work is in progress and shall coordinate the location with the Port Authority, BKL, and our Site Operator Kurtz Brothers.

B-47 USE OF PREMISES AND PARKING

The Contractor shall confine its apparatus, storage of materials and the operations of its workmen to the limits indicated by the Port Authority and shall not unreasonably encumber the premises with its materials.

The Contractor shall use designated access roads for equipment, trucks and other vehicles.

Parking of Contractor's vehicles shall be limited to areas designated by the Port Authority. Parking space at the Site is limited and space for the parking of the personal vehicles of the Contractor's work force may not be provided by the Port Authority.

B-48 CONTRACTOR'S SUPERINTENDENCE

The Contractor shall at all times have a competent superintendent in charge of the Work, who is thoroughly familiar with the class of work covered by the specifications. The superintendent shall not be transferred or relieved without one week's prior written notice to the Port Authority.

The Contractor's superintendent shall represent the Contractor and all instructions given to him shall be binding as if given to the Contractor. He shall have authority to execute such instructions.

The Contractor's superintendent shall at all times cooperate with the Port Authority and other contractors in all matters, including labor relations.

The President may direct that the superintendent be replaced if his work is not satisfactory.

B-49 LABORRELATIONS

- a. The Contractor shall be responsible for its own labor relations with any trade or union represented among its employees, and it shall negotiate and seek to adjust all disputes between itself and its employees or anyone representing such employees. The same responsibility shall extend to the Subcontractors.
- b. If any dispute (other than disputes affecting wage rates, hours or conditions of employment) arises with any person discharged for cause by one Contractor or Subcontractor may not be re-employed on the job site by another, without the Port Authority's approval. trade or a union which, in the opinion of the Port Authority, affects more than a single Contractor or which threatens, unless resolved, to delay the Work generally or to postpone the completion of the Work beyond the contemplated or scheduled completion date, then the Port Authority shall have the right to intervene and to attempt to effect a solution or adjustment of such dispute which will permit the uninterrupted continuation of the Work.
- c. The Port Authority, may by written notice, request the Contractor dismiss forthwith any superintendent, foreman or watchman of the Contractor or its Subcontractor, that the Port
- d. Authority may deem incompetent, or careless or a hindrance to the proper completion of the Work. The Contractor shall comply with such notice as promptly as practicable without detriment to the Work.
- e. Any additional cost or expense incurred by any Contractor under the provisions of the preceding paragraphs shall not form the basis of any claim for an extra, or for any compensation over and above, or in addition to, the contract price previously agreed upon between such Contractor and the Port Authority.

B-50 SCHEDULES, PROGRESS REPORTS AND WORK COORDINATION

In general, it is the intent to allow the Contractor to choose its own methods and procedures consistent with good practice. However, all coordination and scheduling of Work and all other Contractors will be done by the Port Authority. The Contractor shall furnish to the Port Authority for its approval, upon award of the Work, a baseline schedule of expected progress for Work. The Contractor shall be prepared to discuss this schedule with the Port Authority and to make any changes required to fit its Work into the overall program.

The Contractor shall also forward to the Port Authority a summary report of the progress of the various portions of the Work, whether in the mills or shops or in the field, stating the existing status, rate of progress, estimated time of completion and cause of delays, if any. This report shall be submitted at predetermined intervals and in the form required.

The Contractor shall furnish to the Port Authority not later than noon on the following day, a detailed daily force report covering all craft labor and supervision of the Contractor, and each of its Subcontractors with a general description of the work performed by each craft.

The Contractor shall submit, upon request, to Port Authority its purchase order list showing its various suppliers, purchase order number, date, a description of the material involved and the delivery date specified. Such information is to be submitted at regular intervals so that the Port Authority will be aware of the progress being made by the Contractor in the placing of orders. The Contractor shall be solely responsible for expediting the delivery of all material to be

furnished by it so that construction progress shall be maintained according to the schedule in effect.

During the course of the Work, the Contractor must confer on a regularly scheduled basis with the Port Authority and with the other Contractors' superintendents for the purpose of formulating the detailed work in accordance with the schedules and coordinating the Work with the work of other Contractors.

The Contractor shall have its trades afford all other trades under the control of other Contractors every reasonable opportunity for the installation of their work, as well as for the storage of their material and equipment.

When the Contractor is required to place or install material or equipment furnished by others, the Contractor shall notify the Port Authority, in writing from time to time when such equipment or material will be needed, and the Contractor shall cooperate with the Port Authority in arriving at the best workable overall scheduling of such work.

B-51 SAFEGUARDS IN CONSTRUCTION

The Contractor shall provide and maintain as directed by the Port Authority at its own cost and expense, adequate, safe and sufficient walkways, platforms, scaffolds, barriers, handrails, ladders, hoists, alarms, safety signs and all necessary and proper equipment, apparatus and appliances useful in carrying on the Work and to make the site and free from avoidable danger, and to comply with all requirements of public authorities with respect thereto.

When requested by the Port Authority the Contractor shall provide, at no extra charge, scaffolds or ladders in place as may be required by the Port Authority or its inspectors for examination of the Work in progress.

The Contractor in all its operations shall be governed by codes in general acceptance throughout the construction industry and perform all work in accordance with same.

The Contractor shall take all reasonable steps and precautions to protect health and minimize danger from all hazards to life and property and shall make all reports and permit all inspections deemed necessary by the Port Authority.

B-52 CUTTING AND PATCHING

The Contractor shall not do any cutting and patching in connection with the Work unless otherwise specified or directed.

B-53 MANUFACTURERS' STANDARD CLAUSES

The applicable items of these General Conditions or the Specification and Supplemental Conditions shall control in case of any variance between any provision or provisions thereof and any provision or provisions contained in any standard sections of manufacturers' proposals, unless otherwise agreed to by both parties and so stated in the Contract.

B-54 DISPUTE RESOLUTION

The inclusion of the Dispute Resolution clause in this Contract does not relieve the Contractor's Mitigation and Notice requirements of 108.2F of the C&MS. Whenever an issue is elevated to a dispute, the parties shall exhaust the Port Authority's Dispute Resolution and Administrative Claim process as set forth below prior to filing an action in any court of competent jurisdiction. If the Port Authority's Dispute Resolution and Administrative Claim process is exhausted, prior to filing an action in any court of competent jurisdiction, the claim shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. 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 Port Authority personnel who are to be involved in a Step 2 or Step 3 review until a decision has been issued by the previous tier. Port Authority 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 the Port Authority but not supported by the Contractor will not be reviewed by the Port Authority. Disputes and claims of subcontractors and suppliers against the Contractor will not be reviewed by the Port Authority.

Contractor will continue with all work, including that which is in dispute. The Port Authority will continue to pay for work not in dispute.

The Port Authority 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): An Authorized Representative of the Port Authority 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 2016 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 Port Authority 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 (Port Authority Dispute Resolution Committee): The Port Authority Dispute Resolution Committee will be responsible for hearing and deciding disputes at the Step 2 level. The committee will consist of the Port Authority's CFO, CCO, and President/CEO 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 Port Authority's Authorized Representative. The Port Authority's Authorized Representative 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 Port Authority's Authorized Representative.
- 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 Port Authority's Authorized Representative, 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 the Port Authority 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 the Port Authority's Receipt of the Certified Claim for the purpose of the calculation of interest as defined in 102.02.G.4 of the 2016 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, Port Authority wishes to assert.

The Port Authority's Authorized Representative will then choose Mediation in the manner in which those methods are practiced by the Port Authority's Authorized Representative 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 the Port Authority 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 decision of the Mediator is the final step of the Port Authority's Dispute Resolution Process. The decision may be appealed by the Port Authority who is not bound by any offers of settlement or findings of entitlement made during Steps 1, 2, and 3 of the Dispute Resolution Process.

Cleveland-Cuyahoga County Port Authority

BID FORMS

**SEE ATTACHED BID
FORMS**

**PORT OF CLEVELAND
2024-2025 MECHANICAL CAPACITY CONTAINMENT BERMS**

BID ITEM DESCRIPTION DESIGNATION	CONTRACT DRAWING REFERENCE NOS.	DESCRIPTION	UNIT	QUANTITY	CONTRACTOR'S UNIT COST	CONTRACTOR'S EXTENDED COST	LUMP SUM BID ITEM (SUM OF EXTENDED UNIT PRICE ITEMS IN CATEGORY)
GENERAL CONDITIONS (WORK ITEM 000)							
A	I2.0 and I3.0	GENERAL CONDITIONS					
A1		Health, Safety, Communications, & Security Plan	L.S.	1			
A2		Stormwater Management: Erosion & Sediment Control	L.S.	1			
A3		Baseline Schedule & Monthly Schedule Update	L.S.	1			
A4		As-Built Survey Verification	L.S.	1			
A5		Mobilization/Demobilization	L.S.	1			
A6		General Conditions	L.S.	1			
CONTAINMENT CELL (WORK ITEM 001)							
B	I6.0	MECHANICAL CAPACITY CONTAINMENT BERM					
B1		Cell Floor Clearing & Grading for Drainage Improvements	AC	30			
B2		Excavation - Controlled Embankment Fill	CY	51,500			
B3		Controlled Embankment Fill	CY	41,200			
B4		Stabilized Soil Material	CY	10,300			
B5		Excavation & Material Relocation	CY	89,500			
B6		Existing Outlet Structure Abandonment	L.S.	1			
C	I6.0	DRAINAGE DITCH TO POND 2					
C1		Ditch Clearing and Grading for Drainage Improvements	L.S.	1			
D	I6.0	SEEDING & MULCHING					
D1		Hydroseed	AC	7			
BASE BID SUB-TOTAL							

Please provide a list of all major Subcontractors, Scope of Work, Estimated Contract Dollar Value, & Past Project Experience:

<u>Company</u>	<u>Scope of Work</u>	<u>Estimated Contract Dollar Value</u>	<u>Past Project Experience</u>
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BIDDER:

Signature: _____
 Title: _____
 Company: _____
 Address: _____
 City/State/Zip Code: _____
 Phone: _____
 E-Mail: _____

BID FORM A ADDITIONAL BID INFORMATION & QUESTIONS:

- 1.) Does General Contractor Have Experience Working on Similar Types of Projects? YES / NO
 * REQUIRED- Please supply experience w/ client reference contact information.

- 2.) Has the Contractor reviewed and familiarized themselves with the site access, security, and safety requirements? YES / NO

- 3.) Please confirm the Contractor reviewed and understands the Construction Safety Phasing Plan on file w/ BKL & FAA. YES / NO

- 4.) Please confirm the Project was estimated using State, Cuyahoga County prevailing wage rates. YES / NO

- 5.) Do you have experience working with the Cleveland-Cuyahoga County Port Authority? YES / NO

**PORT OF CLEVELAND
2024-2025 MECHANICAL CAPACITY CONTAINMENT BERMS**

6.) Contractor understands that the risk of chemical/lime stabilizing is on the Contractor and they should plan accordingly depending on their approach to the work, when they plan to perform the work, and their experience. See A-35 of Special Instructions. YES / NO

7.) Do you have experience working on sites with elevated/saturated ground water conditions and wet soil? YES / NO

8.) Total Estimated MBE/FBE Participation Percentage: _____

* REQUIRED- Contractor shall be required to provide a MBE/FBE participation plan within 24 hours of request following submission of bid.

9.) Contractor certifies no Unresolved Findings for Recovery, Tax Delinquencies, or Felony Convictions. YES / NO

10.) Please provide completion deadline for the Project:

SUBSTANTIAL COMPLETION: _____

FINAL COMPLETION: _____

11.) I acknowledge receipt of the following addenda (if any):

1 2 3 4 5

AGREEMENT

Project: Sediment Processing & Management Facility 2024 & 2025 Mechanical Capacity Containment Berms

THE CLEVELAND-CUYAHOGA COUNTY PORT AUTHORITY ("Port Authority"), a body corporate and politic and port authority organized and operating pursuant to Chapter 4582.01 et seq. of the Ohio Revised Code, hereby agrees with _____ ("Contractor"), an Ohio corporation, hereby agree that Contractor will perform the work described below for the price and upon the terms and conditions hereinafter set forth.

The aforementioned Port Authority and Contractor, in consideration of the payment, covenants and conditions hereinafter mentioned, hereby agree as follows:

1. PROJECT

The purpose of the Agreement is to establish the terms and conditions whereby the Contractor agrees to perform and accomplish the following:

The successful Bidder will perform the work outlined in the Contract Documents. The work consists of constructing a new set of dredge sediment containment berms on the surface of Confined Disposal Facility 12.

2. CONTRACT DOCUMENTS

The Contract between Port Authority and Contractor consists of this agreement and the following documents ("Contract Documents") which are incorporated by reference:

- (1) All provisions required by law or resolution to be inserted in the Contract, whether actually inserted or not.
- (2) The Resolution of the Port Authority awarding the Contract.
- (3) Amendments to the Contract.
- (4) The Form Contract as completed and executed.
- (5) All Addenda issued by the Port Authority prior to Bid Submission.
- (6) Project Specifications and Supplemental General Conditions.
- (7) General Conditions.
- (8) Instruction to Bidders.
- (9) The Contract Drawings.
- (10) The Resolution authorizing the making of the public improvement.
- (11) All required Policies of Insurance.
- (12) The Affidavit of Non-Collusion.
- (13) The Bid.
- (14) ODOT 2019 Construction & Material Specifications
- (15) Federal Aviation Administration Construction Safety Phasing Plans & 7460 Determinations

3. TIME OF COMPLETION

The Contractor acknowledges that TIME IS OF THE ESSENCE in this Agreement and that the work contemplated in the Contract Documents will be completed in accordance with the following project delivery milestones:

Substantial Completion: _____

Final Acceptance & Turnover: _____

4. PAYMENT

The Port Authority agrees to pay the Contractor an amount not to exceed \$X,XXX,XXX.00. The total contract price is for all labor, overhead, profit, supervision, materials and miscellaneous work requirements necessary for completion of the work.

5. NOTICES

All notices permitted or requested to be given hereunder shall be delivered or mailed to:

Cleveland-Cuyahoga County Port Authority
1100 West Ninth Street, Suite 300
Cleveland, OH 44113
ATTN: Nicholas A. LaPointe

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by a duly authorized officer, as of this ____ day of _____, 2023.

**CLEVELAND-CUYAHOGACOUNTY
PORT AUTHORITY**

By: _____
Its: President

TBD

By: _____
Its: President

SAMPLE

SUBMIT COPY w/ BID
DISCLOSURE OF PERSONAL PROPERTY TAXES

STATE OF OHIO

COUNTY OF CUYAHOGA

The undersigned, being first duly cautioned and sworn, says that:

1. He is the _____ of _____
whomade a bid for an improvement project or for the purchase of services and supplies for
the Cleveland-Cuyahoga County Port Authority, involving the competitive bid process;
2. He is familiar with RC 5719.042, copies of which are available in the offices of the
Cleveland-Cuyahoga County Port Authority, and that he submits to the Cleveland-Cuyahoga
County Port Authority this statement under oath, that as the person with whom the contract
is to be made was not charged at the time the bid was submitted with any delinquent
personal property taxes on the general tax list of personal property of any county in which
the Cleveland-Cuyahoga County Port Authority has territory or that such person was
charged with delinquent personal property taxes on any such tax list.
3. This statement sets forth in full, the amount of such due and unpaid delinquent taxes and
any due and unpaid penalties and interest thereon as specified by RC 5719.042.
4. If this statement indicates that the taxpayer was charged with any such taxes, a copy of the
statement shall, with the permission of the taxpayer, which is hereby given, be transmitted
by the Cleveland-Cuyahoga County Port Authority to the County Treasurer with thirty (30)
days of the date this statement was submitted.
5. A copy of the statement shall also be incorporated into the contract between the Cleveland-
Cuyahoga County Port Authority and the undersigned, and no payment shall be made with
respect to any contract to which RC 5719.042 applies unless such statement has been so
incorporated as a part thereof.

By _____

Title _____

Ohio Personal Property Taxes

Exhibit A

(Complete if taxes are owed)

NON COLLUSION AFFIDAVIT
SUBMIT COPY w/ BID

STATE OF OHIO)
)SS
CUYAHOGACOUNTY)

AFFIDAVIT

_____ being first duly sworn deposes and says:

Individual only: That he is an individual doing business under the name of _____ at _____ in the City of _____, State of _____.

Partnership only: That he is the duly authorized representative of a partnership doing business under the name of _____ in the City of _____, State of _____.

Corporation only: That he is the duly authorized, qualified and acting _____ of _____, a corporation organized and existing under the laws of the State of _____; and that he, said partnership or said corporation, is filing herewith a bid to the Cleveland-Cuyahoga County Port Authority in conformity with the foregoing specifications;

Individual only: Affiant further says that the following is a complete and accurate list of the names and addresses of all persons interested in said proposed contact:

Affiant further says that he is represented by the following attorneys:

and is also represented by the following resident agents in the county of Cuyahoga:

Partnership only: Affiant further says that the following is a complete and accurate list of the names and addresses of the members of said partnership:

Affiant further says that said partnership is represented by the following attorneys: _____ and is also represented by the following resident agents in the County of Cuyahoga:

Corporation only: Affiant further says that the following is a complete and accurate list of the officers, directors and attorneys of said corporation:

- | | |
|----------------------------------|------------|
| President | Directors: |
| Vice President | |
| Secretary | |
| Treasurer | |
| Cuyahoga County Manager or Agent | |
| Attorneys | |

And that the following officers are duly authorized to execute contracts on behalf of said corporation:

Affiant further says that the bid filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not, directly or indirectly, induced or solicited any other bidder to put in a false or sham bid, and has not, directly or indirectly, colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit, or cost element of such bid price or that of any other bidder, or to secure any advantage against the Cleveland-Cuyahoga County Port Authority or anyone interested in the proposed contract; that all statements contained in such bid are true; that said bidder has not, directly or indirectly, submitted his bid price or any break-down thereof or the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or indirectly, any money, or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the contract above referred to, to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, except to such person or persons as herein above disclosed to have a partnership or other financial interest with said bidder in his general business; and further that said bidder will not pay or agree to pay, directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any other individual, for aid or assistance in securing contract above referred to in the event the same is awarded to

(name of individual, partnership or corporation)

Further affiant saith not.

(Sign Here) _____

Sworn to before me and subscribed in my presence this _____ day of _____, A.D. 2023.

Notary Public