

Advertisement for Bids

**Cleveland-Cuyahoga County Port Authority
Cleveland, Ohio**

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

General Cargo Terminal Maintenance Dredging: Docks 24E & 26W

The successful Bidder will perform the scope of work outlined in the Contract Documents. The work primarily consists of dredging approximately 3,395 cubic yards of sediment from docks 24E and 26W at the Port Authority's General Cargo Terminal and mechanically depositing the sediment into the Port Authority's Sediment Processing & Management Facility at CDF 12.

Bids will be received at the office of the Cleveland-Cuyahoga County Port Authority, Attention: Mr. Matthew J. Wenham, 1100 West Ninth Street, Suite 300, Cleveland, Ohio 44113 until 10 a.m. local time on May 2, 2024.

Electronic drawings and specifications ("Bid Packets") will be available and may be obtained at the office of the Cleveland-Cuyahoga County Port Authority ("Port Authority") at 1100 West Ninth Street, Suite 300, Cleveland, Ohio 44113 upon special appointment or on the Port Authority's website: <http://www.portofcleveland.com/about-the-port/business-employment-opportunities/>.

Bids must be submitted on the forms 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 interest 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Any Bid may be withdrawn or amended prior to the closing time for the receipt of the Bids.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 email Matt.Wenham@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/CEO

Cleveland-Cuyahoga County Port Authority

Project: General Cargo Terminal Maintenance Dredging: Docks 24E & 26W

Bid Deadline: 10:00 A.M. local time on May 2, 2024

Instruction to Bidders, Special Provisions,
Bid Forms, and Form Contract Agreement

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 <http://www.portofcleveland.com/about-the-port/business-opportunities>. The Project will be advertised for a minimum of 14 days.

A-2 PRE-BID MEETING

No pre-bid meeting is planned for this Project.

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 9 a.m. 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 Forms 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

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. *Pre-bid question deadline for this Project has been set for 3 pm on April 24, 2024.*

A-6 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 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-7 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-8 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. Contractor shall also familiarize himself/herself with the certifications by which the Contractor is agreeing to or verifying through the signature and submission of a bid.

A-9 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-10 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-11 UNACCEPTABLE BIDS

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.

A-12 APPROXIMATE QUANTITIES

The quantities established for this Project is an estimated quantity based upon the pre-dredge survey performed. Actual quantity will be paid on a per cubic yard based upon the material removed confirmed via a post dredge survey performed by the Port Authority.

A-13 EXAMINATION OF SITE OF WORK

Bidders are strongly encouraged to satisfy themselves to all the relevant existing conditions of the Terminal and the Sediment Processing & Management Facility including but not limited to: access in and out of all facilities, Burke Lakefront Airport operations and applicable regulations, ship traffic and cargo operations, and performance of a pre-survey, and review of the mechanical placement areas of the Sediment Processing & Management Facility. 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 conditions, 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.

A-14 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-15 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. 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-16 WITHDRAWAL OF BID

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

A-17 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 the agreement between said Bidder and the Port Authority. The Port Authority anticipates taking this Project before our Board for authorization to award at our May Board meeting, presently scheduled for May 9th, 2024 at 9am EST.

A-18 EXECUTION OF CONTRACT AGREEMENT

After award, within three (3) days of being provided with a final and approved version of the Form Contract/Agreement attached in draft form hereto, with blanks appropriately completed, Bidder shall execute the Form Contract and return to Port Authority. The finalized and approved Form Contract will be sent to the successful Bidder following Board approval and authorization of the Contract.

A-19 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 amount at least equal to 100 percent of the estimate as security for the faithful performance of its Contract.

A-20 RELEASE OF BOND

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

A-21 WAGES, WAGE SCALE, AND HOURS

- a. **The Contractor shall comply with the prevailing wage requirements described under ORC Chapter 4115.**
- b. The Contractor shall pay to laborers and mechanics performing Work on the Project the prevailing wage rates of the Project locality, as determined by the Ohio Department of Commerce, Wage, and Hour Bureau.
- c. The Contractor shall post in a prominent place readily accessible by all workers on the Site, a legible listing of the current classifications of laborers, workers, and mechanics employed under this Contract. The Contractor shall ensure the rates posted are current and remain posted in legible condition during the period of the Contract.
- d. The Contractor shall not be entitled to an increase in the Contract Sum on account of an increase in prevailing wage rates. The Contractor may access the Ohio Department of Commerce, Wage, & Hour Bureau at its website below to obtain current

wage rates. <https://com.ohio.gov/divisions-and-programs/industrial-compliance/wage-and-hour/guides-and-resources/view-prevailing-wage-rates>

- e. Work hours shall be coordinated with Port Authority. Contractor shall plan to work the hours necessary to complete the work on schedule.
- f. Contractor and its subcontractors are required to submit weekly certified payroll applications with each payment application. At the time of project close out the Contractor and associated subcontractors will be required to submit an affidavit of compliance indicating compliance with the prevailing wage requirements of Chapter 4115 of the Ohio Revised Code. A copy of this affidavit can be found at the following link <https://com.ohio.gov/divisions-and-programs/industrial-compliance/wage-and-hour/applications-and-forms/prevailing-wage-final-affidavit>.

A-22 OHIO WORKERS' COMPENSATION COVERAGE

The Contractor must secure and maintain valid Ohio workers' compensation coverage until the project has been finally accepted by the Port Authority. 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 the Contractor's 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-23 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 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-24 TERMINAL SECURITY & TWIC REQUIREMENTS

If you are a Contractor working within the secure limits of the Terminal or if you are a TWIC Card applicant or a TWIC Card holder, U.S. law says that you must comply with the Federal rules outlined in the Maritime Transportation Security Act (MSTA) as well as the Security and Accountability For Every (SAFE) Port Act. These laws establish rules that will prevent any unauthorized persons from getting into a secure or restricted area of a vessel or facility that is required to have a security plan. The TWIC rules are based on these two laws. The laws require a standard, biometric ID (also known as a "credential"), for access control onto a vessel or into a facility. This ID is called the TWIC Card. To get a TWIC Card, a person must pass a Security Threat Assessment that is done by the U.S. Government that will determine if they pose a risk to transportation.

Any person that is required to enter a "Secure" or "Restricted" area that desires to be UN-ESCORTED must have a TWIC Card in their possession; HOWEVER, having a TWIC Card does not give a person the right to access the Port, a "Secure Area" or a "Restricted Area". ALL

PERSONS must have official business on the Port or receive permission from the Port Authority Facility Security Officer (FSO) or designee, to access "Secure" or "Restricted" areas and move about the terminal un-escorted.

The entire Port Authority Terminal within the perimeter fence is considered "SECURE" with certain areas designated as "RESTRICTED".

Any person that DOES NOT have a TWIC Card and desires to enter a "Secure Area" or "Restricted Area" on the terminal must have FSO permission and must be escorted by an approved escort whom is a TWIC holder who has thoroughly reviewed the Port Authority's TWIC Escort Acknowledgement Study Guide and signed off that they understand the role and responsibility of being a TWIC Escort. Copies of the Study Guide and acknowledgement form are available from the Port Authority upon request.

Other Personal Identification

If a person DOES NOT have a TWIC Card, they are not eligible for un-escorted access into the facility's "Secure Areas" or "Restricted Areas" and they must show the security staff another ID to enter under escort. The ID must come from a Government Authority.

The ID must have the following traits to be considered:

It must be laminated or otherwise secure against tampering.

It must contain their first and last name and middle initial (if applicable).

It must have a face photo.

It must have the name of the issuing authority.

There are some people who do not need a TWIC Card for un-escorted access into "Secure Areas" or "Restricted Areas". If they are a Federal official, a state or local law enforcement or local emergency responder on official duties and they have a picture ID, as outlined above, they may access those areas without escort.

Escorting in a "Secure Area"

Escorting in a "Secure Area" means that the Non-TWIC Holder being escorted is continually accompanied while in the "Secure Area" in a manner sufficient to observe that the person remains engaged in the activities for which access was granted.

Escorting a Non-TWIC Holder means requiring that you remain with the individual and can visually observe them for the entire duration of their visit in the "Secure Area". It may also mean "monitoring" a group of individuals (not to exceed 10) when in the "Secure Area" through direct observation by means of a direct line of vision. The Port Authority recommends Contractors not exceed an escort ratio of 5:1 to provide escort redundancy on site.

The method of escort must ensure that the location of the escorted individual is known at all times and that the individual has no opportunity to engage in any activities other than those for which access was granted.

Contractor Requirements

The Contractor must be prepared to meet the access requirements for the Site. All personnel working for or on behalf of the Contractor on Site, within the secure perimeter of the Terminal, must either have a TWIC card or have an approved escort. Individuals without a TWIC will need to be escorted from the main gate to the Site, the entire time they are on Site and again when traveling from the Site to the main gate.

A-25 DRUG-FREE WORKPLACE PROGRAM

Reserved, this contract is for maintenance not public improvement.

A-26 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, 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.
7. "Change Directive" shall have the meaning given to it in B-22.
8. "Change Order" shall have the meaning given to it in B-22.
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 the directions, requirements, standards of performance applying to the Work as hereinafter detailed.
20. "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.
21. "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.
22. "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-27 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-28 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-29 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-30 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 delays Excusable, Non-Compensable Delays unless the scope and nature of work changes as result of the delays.

A-31 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 airspace 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. 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-32 OWNER SCHEDULE GOALS & MILESTONES

Port Authority anticipates issuing Notice to Proceed on or before June 1st, 2024. While not a requirement to complete the Project by the following dates, we have developed the following completion goals/milestones.

Substantial Completion: July 15, 2023
 Final Completion: August 31, 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-33 MINORITY & FEMALE BUSINESS PARTICIPATION

The Port Authority is committed to economic inclusion of minority and female-owned businesses. It is the expectation that all minority and female owned 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 performance of the contract at a level of 30% or greater overall, with a breakdown of 15% to MBE and 15% FBE.

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.

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.

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) Dredge Placement Agreement.
- (10) The Contract Drawings, Pre-Dredge Drawings by KS Associates dated April 12, 2024 or as revised thereafter.
- (11) The Resolution authorizing the contract.
- (12) All required Policies of Insurance.
- (13) The Affidavit of Non-Collusion.
- (14) The Bid.
- (15) ODOT 2023 Construction & Material Specifications (C&MS).
- (16) Construction Safety Phasing Plan for the Sediment Processing & Management Facility on file with Federal Aviation Administration (FAA).

B-2 CONFLICT BETWEEN CONTRACT DOCUMENTS & LOCAL/STATE REGULATIONS

In the event there is a conflict between provisions in various Contract Documents, and it is impossible to reconcile the conflict between the provisions, the provision of the Contract Documents that imposes the higher quality, greater quantity or greater duty or obligation shall govern. If there is any language or requirements of the Contract Documents that conflict between local contract language and Federal rules, the Federal rules shall prevail. Please note that while the ODOT C&MS 2023 Edition is referenced as a contract document, the terms of this Agreement shall take precedence over the terms of the ODOT C&MS.

B-3 LIQUIDATED & DISINCENTIVE DAMAGES FOR DELAY

The Contractor will complete the Work on or before the dates and milestones fixed or otherwise agreed to in the Agreement, as it may be extended as provided in paragraph B-3. Damages to the Port Authority will result from the failure of the Contractor to timely complete the Work which will impact the operations of the facility and our site operator. Liquidated and disincentive damages will be assessed at \$750.00 for each Calendar Day of Overrun in Time.

B-4 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, State declared health pandemics, 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. These will be deemed and defined as Excusable, Non-Compensable Delays.

- b. 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.
- c. 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-5 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 ensure 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-6 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-7 STRUCTURES ENCOUNTERED AND PROTECTION OF PROPERTY

- a. The Contractor shall, at its own expense and as part of their bid, support and protect all existing structures, infrastructure, 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-8 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-9 REMOVAL OF RUBBISH & HOUSKEEPING

The Contractor shall, at its own expense, keep the Site and Work, clean for the duration of the contract 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. If at any time, the Port Authority believes that the Contractor's housekeeping efforts, or lack thereof, may result in an increased safety risk or lead to quality of work issues, the Port Authority will request the Contractor immediately address these issues at its own expense.

B-10 PUBLIC LIABILITY, PROPERTY DAMAGE AND AUTOMOBILE INSURANCE

The Contractor will be required to meet the minimum insurance requirements outlined below. The cost of insurance is incidental to all contract items unless specified. The Contractor shall take out and maintain during the life of the Contract such commercial general liability insurance with the Port Authority, its officers, agents, and employees named as an Additional Insureds, and 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. 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. Commercial General Liability Insurance: The minimum limits for liability insurance are as follows:
 - (1) General Aggregate Limit = \$2,000,000
 - (2) Products – Completed Operations Aggregate Limit = \$2,000,000
 - (3) Personal & Advertising Injury Limit = \$1,000,000
 - (4) Each Occurrence Limit \$1,000,000

The policy shall be written on the current ISO occurrence form CG 00 01 or a substitute form, providing at least equivalent coverage for liability arising from premises, operations, independent Contractors, products/completed operations, personal and advertising injury, and liability assumed under an insured contract.

Obtain the above minimum coverages through primary insurance or any combination of primary and umbrella insurance. In addition, the Port Authority will require the General Aggregate Limit on a per project basis.

The policy shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs that cover the Additional insureds.

The policy shall remain in effect for one year after the earlier of the termination the

Agreement or Substantial Completion of all work.

The policy shall not exclude coverage to the Additional Insured for bodily injury or property damage arising out of the products/completed-operations hazard.

- 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) Automobile 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 \$1,000,000 on any occurrence.
 - (3) The coverage shall extend to any auto: owned, non-owned, leased, rented, hired, or borrowed.
- c. The Contractor shall maintain employer's liability coverage with (1) an each-accident limit of not less than \$1,000,000, (2) a disease each-employee limit of not less than \$1,000,000, and (3) a disease policy limit of not less than \$1,000,000. *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 statues applicable to maritime employees, coverage shall be included for such injuries or claims.*
- d. 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.
- e. Insurance coverage in the minimum amounts set forth neither relieves the Contractor from liability in excess of such coverage, nor precludes the Port Authority from taking such other actions as are available to it under any other provisions of this Contract or otherwise in Law.
- f. The Cleveland – Cuyahoga County Port Authority, Logistec USA Inc., the City of Cleveland, and United States Army Corps of Engineers shall be listed as additional insureds on Commercial General Liability and Automobile insurance policies.
- g. The Contractor shall pay all deductibles, or self-insured Retentions, or both contained in the Contractor's policies of insurance required or provided in connection with the Project. The Owner reserves the right to approve or reject all levels of self-insured Retention, captive insurance programs, or other alternative risk financing the Contractor may use to comply with any insurance requirement.
- h. The Owner does not represent that required coverage or limits are adequate to protect the Contractor.
- i. Failure of the Owner to demand a certificate or other evidence of full compliance with the insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain the required insurance.

- j. The Owner may terminate the Agreement for cause on account of the Contractor's failure to furnish and/or maintain the minimum requested or required insurance.

B-11 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.

B-12 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 construed 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-13 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-14 BLASTING

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

B-15 OTHER CONTRACTS

It is understood and agreed that the Contractor shall execute 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-16 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-17 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-18 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-19 LABOR AND MATERIAL PERSONNEL

- 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 Material personnel 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-20 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 the 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-21 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-22 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 its 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/or adjustment to the time for completion of Work. The Port Authority shall negotiate with

the Contractor prices for Change Order work if not already established in the Bid. These prices shall be comparable to prices that would have resulted from a competitive bid contract and will be determined in accordance with Section 109.05 of ODOT C&MS 2023 Edition.

A Port Authority Authorized Representative will measure the quantities of Work and calculate payments based on the method of measurement and basis of payment provisions provided in the Specifications. The Port Authority will keep a master list of quantities from which payment will be authorized and paid against. During the progression of work, at no time will quantities over and above those listed in the Project will be paid out unless a Change Order is authorized during the progression of work by the Port Authority. Upon Final Inspection & Completion of the Project a final quantity Change Order shall be issued on the Project to modify the Contract for the actual quantities installed.

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. The Port Authority shall determine reasonable overhead and profit using ODOT C&MS 109.05C under Force Account work.

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-23 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-24 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-25 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-26 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, 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-27 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-3 of the Special Provisions. Any claim by the Contractor for an adjustment hereunder must be asserted within 30 days from the date such suspension is ordered.

B-28 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 designated 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-29 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. The superintendent 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 their work is not satisfactory.

B-30 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-31 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-32 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-33 LABOR RELATIONS

- 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 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.
- d. 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-34 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 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-35 SAFEGUARDS

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, supports of excavation, 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 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-36 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 contract 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 contractor any component of the contract.
- 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-37 DISPUTE RESOLUTION

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 applicable 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 2023 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 2023 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 2023 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, CLO, and President/CEO or designees (in addition to 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 2023 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
FORM**

PROJECT BID FORM

**General Cargo Terminal
Maintenance Dredging
Docks 24E and 26W**



Item	Item Description	Quantity	Unit	Unit Price	Item Total
Cleveland Bulk Terminal Maintenance Dredging					
1	MAINTENCE DREDGING & MECHANICAL PLACEMENT		CY		

TOTAL PROJECT COST (BASE QTY): _____

**GENERAL CARGO TERMINAL
MAINTENANCE DREDGING
DOCKS 24E 26W**

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

Company	Scope of Work	MBE (yes/no)	WBE (yes/no)	Past Project Experience

BIDDER:

Signature: _____

Title: _____

Company: _____

Address: _____

City/State/Zip Code: _____

Phone: _____

E-Mail: _____

ADDITIONAL BID INFORMATION & QUESTIONS:

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

- 2.) Please confirm that the Project was estimated using prevailing wage rates. YES / NO

- 3.) Do you have experience working with the Cleveland-Cuyahoga County Port Authority? YES / NO
 *If yes, please provide a list of projects.

- 4.) Please verify Contractor understand's Sediment Processing & Management operational and placement requirements. YES / NO

- 5.) Does General Contractor understand the General Cargo Terminal's Security Requirements & TWIC Policy? YES / NO

- 6.) Date of substantial completion if Notice to Proceed is given by June 1, 2024: _____

- 7.) Provide MBE/FBE subcontractor percentage utilization or demonstrate good faith efforts.

MBE Utilization	_____	%
FBE Utilization	_____	%
Good Faith Efforts	_____	YES / NO / N/A

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

1	2	3	4
---	---	---	---

Creating an F/MBE utilization plan spreadsheet can help you track the utilization of Female and Minority Business Enterprises in your projects or contracts.

F/MBE Utilization Plan Spreadsheet

Subcontract Company Name	Description of Scope	F/MBE Certification	Contact Person	Phone	Contract Value	Utilization %

Total Contract Value _____
MBE Contract Value _____
MBE Utilization % _____
FBE Contract Value _____
FBE Utilization % _____

SUBMIT COPY w/ BID
DISCLOSURE OF PERSONAL PROPERTY TAXES

STATE OF OHIO

COUNTY OF _____

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

1. The person is the _____ of _____ who made a bid for a project or for the purchase of services and supplies for the Cleveland-Cuyahoga County Port Authority, involving the competitive bid process;
2. The person is familiar with RC 5719.042, copies of which are available in the offices of the Cleveland-Cuyahoga County Port Authority, and that the person 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
CUYAHOGA COUNTY)

AFFIDAVIT

_____ being first duly sworn deposes and says:

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

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

Corporation only: That the person is the duly authorized, qualified and acting _____
of _____, a corporation organized and existing
under the laws of the State of _____; and that the person, 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 the person 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
Vice
President
Secretary
Treasurer
Cuyahoga County Manager or Agent
Attorneys

Directors:

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 in accordance with Title 23 United States Code, Section 112 and Ohio Revised Code, Chapter 1331 et. seq. and Sections 2921.11 and 2921.13, the bidder hereby states, under penalty of perjury and under other such penalties as the law provides, that the person or the person's agents or employees have not entered either directly or indirectly into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal. Execution of this proposal on the signature portion thereof shall constitute also signature of this Non-Collusion Affidavit as permitted by Title 28 United States Code, Section 1746; 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 a bid price or any breakdown 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 their 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. 20__.

Notary Public

REPORTING BID RIGGING

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.