

**Ashtabula City Port Authority
4717 MAIN AVENUE
ASHTABULA, OHIO 44004**

**SPECIFICATIONS AND BID FORMS FOR:
Lift Bridge Public Restroom Facility
2011**

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DATED: _____

NAME, ADDRESS AND PHONE NUMBER OF BIDDER:

Primary Contact Person: _____

Email Address for Primary Contact Person: _____

(PLEASE DO NOT DETACH ANY PORTION OF THIS BID PACKAGE)

SECTION I

LEGAL NOTICE – INVITATION FOR BID
Ashtabula City Port Authority
2011
Lift Bridge Public Restroom Facility

Sealed bids will be received by the Economic Development Director, Ashtabula City Port Authority in the Ashtabula Municipal Building, 4717 Main Avenue, Ashtabula, OH 44004, until 2:00 p.m. Monday, January 10, 2011. Responses received after the close of business on the specified due date will not be considered. (Please note: the due date has been extended from December 14, 2010 to January 10, 2011.)

Bidders shall submit bid proposals in accordance with the specifications on file in the office of the Economic Development Director for the Ashtabula City Port Authority (located in the City Manager's office at City Hall). Bid packages may be obtained from that office or on-line at: www.ashtabulacityport.com.

Bids shall be captioned on the outside of the sealed envelope:

Ashtabula City Port Authority
2011
Lift Bridge Public Restroom Facility

The Ashtabula City Port Authority reserves the right to reject any or all bids, to waive any informalities or irregularities in the bids received and to accept any bid which is deemed most favorable to the Ashtabula City Port Authority.

Publish: Monday, November 29, 2010 and Monday, December 6, 2010.

SECTION II - INSTRUCTIONS TO BIDDERS

1. Except as otherwise provided herein, the Instructions to Bidders, Proposal Form, and all Specifications, drawings and other documents referred to herein shall be a part of the contract.

2. DEFINITIONS

A. The term "Bidder" or "Contractor" shall mean the corporation, partnership, or individual proposing or under contract to furnish the service, material, labor and/or equipment listed in the specifications.

B. The term "Port Authority" shall mean the Ashtabula City Port Authority.

C. "Calendar day" shall mean every day shown on the calendar.

3. PROPOSAL

To be entitled to consideration, a proposal must be made in accordance with the following instructions:

A. Preparation: Each proposal shall be submitted on the forms furnished by the Port Authority. All signatures shall be clearly and legibly written in long hand. No oral, telegraphic or telephonic proposal or modifications will be considered. Each proposal shall show the break down for each item as directed on the Proposal-Contract Form. All bids shall be considered informal which contains items not specified in the Proposal-Contract Form.

B. Names of Bidders: Each bid shall give the full business address of the Bidder and be signed by him/her with their usual signature. Bids by partnerships shall furnish the full names of all partners and shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing.

Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and title of the President, Secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other title without disclosing his principal, may be held to the bid of the person unless he provides evidence of the authority that he is signing in behalf of a corporation or partnership.

C. Delivery: The bid shall be sealed in an envelope, addressed to:

Ashtabula City Port Authority
Attention: Alicia McFarland
4717 Main Avenue
Ashtabula, Ohio 44004

and delivered to the Economic Development Director's office (located in the office of the City Manager) on the date set forth in the legal advertisement. The sealed envelope shall also bear the name of the Bidder, the general item or items bid on, and the date the bids are to be

opened. Proposals will be received until the date and time specified in the legal advertisement. Bids will be reviewed by the Board of Directors of the Ashtabula City Port Authority. (Please note: the original due date has been extended from December 14, 2010 to January 10, 2011.)

- D. **Bid to Include All Work:** Each bid shall include all work described in the Instructions to Bidders, Specifications, Proposal Form and any or all drawings, maps, charts or graphs.
- E. **Acceptance or Rejection of Proposal:** The Port Authority reserves the right to accept any part of any bid and reject all or parts of any and all bids, and waive any informalities in bidding at any time within sixty (60) days after the same are opened as provided above. The Port Authority reserves the right to reject any or all bids. In determining the award, each item, if so specified, may be considered and awarded separately.
- F. **Proposal Bond or Check:** Each proposal must be accompanied by a cashier's or certified check or by a proposal bond signed by a surety company, authorized to do business in the State of Ohio, in the amount of equal to 10% of the bid and made payable to the Ashtabula City Port Authority as a guarantee that the contract will be honored in the event it is awarded to the Bidder, and as a guarantee that the Bidder to whom the contract is awarded will sign all documents necessary to formalize the contract.
- G. **Forfeiture of Check or Proposal Bond:** If the Bidder to whom the contract is awarded shall fail to honor the contract, or fail to sign any documents necessary to formalize the contract, The deposit accompanying the proposal shall be forfeited to the Port Authority as liquidated damages. The work may then be re-advertised or awarded to another Bidder selected by the Port Authority.
- H. **Specifications:** Specifications and Proposal forms are minimum and will be used as a basis for comparison of the bids only.
- I. **Informal Proposals:** Proposals will be considered informal and may be rejected for the following reasons:
 - 1. If the proposal is on a form other than that furnished by the Port Authority or if the form is altered or any part thereof detached; and
 - 2. If there are unauthorized additions, conditional or alternate bids, or other irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning; and
 - 3. If the Bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award. (This does not exclude a bid limiting the maximum gross amount of awards acceptable to any one Bidder at any one bid letting provided that any selection of award will be made by the Port Authority.); and
 - 4. If the proposal does not contain a unit price for each item.

4. **BIDDERS**

A. **Competency of Bidders:** No bid will be considered unless the Bidder submitting the same shall furnish evidence satisfactory to the Port Authority Board of Directors that the company has the necessary equipment, ability and financial resources to fulfill the conditions of the contract and specifications. Previous experiences and responsibility of the Bidders will be considered in awarding the contract. No contract will be awarded to any Bidder who is in arrears to the City of Ashtabula or the State of Ohio upon debt or contract, or who is in default as surety or otherwise upon any obligation to the City of Ashtabula or State of Ohio.

B. **Disqualification of Bidders:** Any of the following reasons may be considered as being sufficient for the disqualification of a Bidder and the rejection of his proposal or proposals:

1. More than one proposal for the same work from an individual, firm, or corporation under the same or different name.
2. Evidence of collusion among Bidders. Participants in such collusion will receive no recognition as Bidders for any further work of the Port Authority until any such participant shall have been reinstated as qualified Bidder.
3. Bid prices which obviously are unreasonable.

5. **WRITTEN AND ORAL EXPLANATIONS**

Should a Bidder find discrepancies in, or omissions from, the drawings or specifications, or should be in doubt as to their meaning, shall at once notify the Port Authority, which may email written instructions to all Bidders. It is the responsibility of all Bidders to submit an email address at which answers to questions will be sent. The Port Authority will not be responsible for any oral instructions.

6. **ADDENDUM OR MODIFICATION**

Any addendum or modification issued during the time of bidding shall be covered in the proposal and in closing a contract such addendum or modification will become part thereof. In the event any such addendum or modification is issued by the Port Authority within 72 hours of the time set forth the closing of bids, excluding Saturdays, Sundays, and legal holidays, the time for submitting bids shall be extended one week, with no further advertising of bids. This communication will be handled via email correspondence.

7. **TAX EXEMPTIONS**

The Port Authority is exempt from federal excise and transportation taxes and Ohio State sales tax. Prices quoted should not include either federal excise or Ohio State sales tax. Tax exemption certificates covering these taxes will be furnished whenever necessary.

The transportation tax is not applicable on any purchase consigned to the Port Authority and no tax exemption certification is required. If, for any reason, a contemplated purchase would not be tax exempt, this fact will be indicated in the specifications, and such taxes may be included in the price or shown as a separate item in the proposal.

8. NATUREWORKS (partial funding source) CONTRACT PROVISIONS

All construction contracts shall include a provision for compliance with:
Equal Employment Opportunity - Appendix P
Copeland Anti-Kick Back Act (18 U.S.C. 874) – Appendix Q
Clean Air Act and Federal Water Pollution Control Act – Appendix R

Contracts awarded shall include access by the Ohio Department of Natural Resources, the state auditor, or any duly authorized representative(s) to any books, documents, papers and records of the contractor for the purpose of making audit examination, excerpts and transcriptions.

The Port Authority reserves the right to adjust this bid package at the request of the Ohio Department of Natural Resources (NatureWorks). All bidders will be notified of such adjustments or addendums via email.

9. INSURANCE

If the specifications indicate insurance is required, then the contractor shall obtain and pay for liability insurance in limits specified thereof to protect the contractor and Port Authority against any claims arising out of any operations conducted in connection with this contract. The policy shall carry a rider giving a one-month cancellation notice to the Port Authority. This policy shall include contractual liability insurance as applicable to the Contractor's obligations and shall name the Port Authority as an insured.

10. LIABILITY

The Bidder shall defend, indemnify, and save harmless the Port Authority and its officers and agents from all claims, demands, payments, suits, actions, recoveries and judgments of every description, whether or not well founded in law, brought or recovered against it, by reason of any act or omission of said Bidder, his agents, subcontractors, or employees, in the execution of the contract, or for the use of any patented inventions by said Bidder, and a sum sufficient to cover aforesaid claims may be retained by the Port Authority from monies due or to become due to the Bidder under contract, until such claims shall have been discharged.

11. BUREAU OF WORKMEN'S COMPENSATION

The Bidder and all subcontractors must be current and comply with Ohio Bureau of Workmen's Compensation regulations.

12. ROYALTIES AND LICENSE FEES

The Bidder shall pay all royalties and license fees unless otherwise specified. The Bidder herein agrees to assume and save the Port Authority, its officers and agents harmless from liability of any kind or nature whatsoever, arising out of the use by the Port Authority, its officers and agents of any appliance, apparatus or mechanism, which may be furnished or installed by the Bidder under the terms of this contract including patent or copyright infringement and to defend the Port Authority from any and all such liabilities whether or not such claims are well founded in law.

13. ASSIGNMENT OF CONTRACT

The Bidder who is awarded a contract shall not assign, transfer, convey, sublet or otherwise dispose of said contract, or his right, title or interest in or to the same, or any part thereof, without previous consent in writing from the Chairman of the Board of Directors for the Ashtabula City Port Authority, endorsed on or attached to the contract.

14. CANCELLATION

Should the materials supplied or delivered to the Port Authority under this contract fail, at any time, to meet the specifications required by the contract, then in such event, the Port Authority may cancel this contract upon written notice to the Bidder.

15. CONTROL OF WORK

The Chairman of the Board for the Port Authority, or his designated agent, will decide:

- All questions which may arise as to the quality and acceptability of materials furnished, services rendered and work performed and as to the rate of progress of any such work;
- All questions which may arise as to the interpretation of the plans or specifications; and
- All questions as to the acceptable fulfillment of the contract on the part of the Contractor and as to compensation.

16. CLAIMS FOR ADJUSTMENT AND DISPUTES

If, in any case, the Contractor deems that additional compensation is due him for work or material not clearly covered in the contract or on ordered by the Port Authority as extra work, as defined herein, the Contractor shall notify the Chairman of the Board of the Port Authority in writing of his intention to make claim for such additional compensation before he begins the work on which he bases the claim. If such notification is not given and the Chairman of the Board of the Port Authority is not afforded proper facilities by the Contractor for keeping strict account of actual costs as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor, and the fact that the Chairman of the Board of the Port Authority has kept account of the cost aforesaid, shall not in any way be construed as providing or substantiating the validity of the claim. If the claim, after consideration by the Chairman of the Board of the Port Authority is found to be just, it would be paid as extra work in the amount as approved by the Chairman of the Board of the Port Authority.

17. DURATION OF CONTRACT

The duration of the contract shall be for the period stated in the specifications, and shall include all material, equipment, and/or services ordered or delivered during the period. All prices quoted shall be for a definite fixed price unless otherwise noted in the specifications.

18. PURCHASES

After a contract has been signed, it shall only become operative upon delivery of a duly signed purchase order to the Bidder. The Port Authority shall only be obligated under the contract to the

extent of such order. The Port Authority shall not be liable for any claims in the event that the total quantity of material ordered under the contract should prove to be greater or less than the estimated amount in the specifications.

19. DELIVERY (where applicable)

The Bidder agrees to make deliveries of supplies and materials within a reasonable period from the time purchase orders are received. Reasonable time is estimated to be thirty (30) to forty-five (45) days. If deliveries are not made within such period, then the Port Authority may purchase such items in the open market; and if the price paid by the Port Authority shall be greater than the contract price, the bidder agrees to reimburse the Port Authority for any loss or losses that the Port Authority may thereby sustain. Delivery time for vehicles and equipment may be extended beyond thirty (30) to forty-five (45) days, provided the Bidder has noted the delivery time in the appropriate space on the Proposal Form.

20. COMMENCEMENT OF WORK

The Port Authority shall issue a written proceed order. No work shall be commenced by the contractor whose bid is accepted until receipt of such order. The contractor must work within ten (10) days after the issuance of the proposed order.

21. TIME FOR PERFORMANCE

The contractor must satisfactorily complete the work within sixty consecutive calendar days after the issuance of the proceed order. Notwithstanding the aforesaid, the contractor is excused from performance or delay in the progress of the work if such delays are caused by any act or neglect of the owner, or by change order in the work, or by strikes, lockouts, fire, unusual delay in transportation or unavoidable casualties. In the event that the contractor shall request a change order in writing, it should be to the Port Authority.

22. PAYMENT OF INVOICES

Payment to the contractor on this project will be payable within thirty (30) days of receipt of the invoice(s) by the Port Authority and at the end of the project once the occupancy permit is issued.

23. CONTRACT BOND (where applicable)

The successful Bidder will be required to furnish the approved bond for the faithful performance of the contract in the amount of one hundred percent (100%) of the contract price. Such bond shall be that of an approved surety company or personal bond upon which the sureties are persons not interested in the contract, or if interested, collateral security shall be furnished, all of which is to be to the satisfaction of the Port Authority Board of Directors. In lieu of a performance bond, the Port Authority may elect to hold the Bid Deposit Check, submitted with the bid proposal, until the contract has been fulfilled. Any deviation from the required one hundred percent (100%) figure will be noted in the specifications.

24. GENERAL (where applicable)

Contractors shall furnish all labor, equipment, materials, services and supplies necessary to complete the proposed work. All work shall be performed according to all standards of good workmanship complete in every detail. Contractors shall coordinate their work with the work of others and upon completion, remove tools, equipment, waste and debris and leave the site in broom-clean condition. Contractors shall warrant all materials and equipment with the normal and usual warranties, including, where applicable, warranties of merchantability and fitness for a particular purpose.

PRICES TO INCLUDE

GENERAL

- A. The amount bid for each item shall include the following:
1. All labor, materials, tools, equipment and transportation necessary for the proper execution of the work in accordance with the bid documents.
 2. All assistance required by the Port Authority, to verify compliance with the bid documents, including measuring for quantity.
 3. Project coordination and scheduling.
 4. All provisions necessary to protect workmen, the general public and property along the work in accordance with the bid documents.

PROPOSED SUBCONTRACTORS

The Bidder is required to state in the spaces provided below, the subcontractors he/she proposes to use to accomplish the work under this Bid Package. The items and specific amount of work assigned to each listed Subcontractor shall also be outlined. Duplicate this sheet as needed.

1. Name: _____
Address: _____
City: _____
Description: _____
Amount: _____ % of Contract _____

2. Name: _____
Address: _____
City: _____
Description: _____
Amount: _____ % of Contract _____

3. Name: _____
Address: _____
City: _____
Description: _____
Amount: _____ % of Contract _____

4. Name: _____
Address: _____
City: _____
Description: _____
Amount: _____ % of Contract _____

_____, Secretary of _____
an _____ Corporation hereby certifies that the following is a true and correct copy of
a resolution duly adopted by the Board of Directors of _____, on
_____, 20____, to wit:

“Resolved, that _____ of this Company, namely, _____
be and he/she is hereby authorized and directed to enter into any and all contracts, bid guaranty and
performance bonds with _____, for the purpose of furnishing labor and
materials as to _____
at such price and upon such terms and conditions, including any amendments or modifications
thereto, as said _____ in his/her sole discretion shall deem best, and that
said actions shall be binding upon the Corporation.”

“Resolved, further, that said _____ be, and he/she further is hereby
authorized and directed to execute and deliver unto said _____ other
instruments which in his/her discretion he/she shall deem necessary to carry out the foregoing
resolution.”

INWITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at
_____, _____ this _____ day of _____, 20____, and I
further certify that said resolution is still in full force and effect.

SEAL

Secretary

We/I do hereby agree that in the event of failure on OUR part to contract as aforesaid (provided this Proposal is accepted) the Bid Bond or Check accompanying this Proposal shall be forfeited to the Ashtabula City Port Authority as liquidated damages for the difference between this bid and the awarded contract price, not to exceed the amount of bond.

We/I further agree that the Ashtabula City Port Authority may reject any or all bids.

Submitted by:

Firm, Corporation or Individual

Officer's Name and Title

Address and Telephone Number

Officer's Signature/Date

Section III - SPECIFICATIONS

2011 LIFT BRIDGE PUBLIC RESTROOM FACILITY

SUMMARY OF WORK

1. PROJECT DESCRIPTION

The Ashtabula City Port Authority is requesting bids for the purpose of a design-build construction contract for the Ashtabula Harbor public restroom project. The public restroom project will be located in Ashtabula City, Ashtabula County, with project total costs of approximately \$50,000.00. The location of the project will be south of the City of Ashtabula's pump station situated between Goodwill and Marina Drives. Entry into the building will be near existing paved parking areas on either side of the facility. Scheduled construction is spring of 2011. *This project is funded in part through the State of Ohio's NatureWorks Fund.*

2. PROJECT SPECIFICATIONS

- 480 square foot building, which includes additional space allotting for equipment storage accessed from the outside of the facility
- Two toilets for women and one toilet and one urinal for men, with one stall each ADA compatible/handrails
- Restroom stalls – high density polymer (solid color throughout)
- One sink per restroom
- Sloan Valves (automatic)
- Moen Commercial faucets
- American Standard toilets, urinals and sinks (all ADA approved)
- All fixtures wall hung
- All washable surfaces
- Exhaust fans and lighting – motion sensors
- Motion sensor or timer hand-driers
- Port Authority will supply dispensers (toilet paper, soap), contractor to install
- Men's & women's restrooms fitted with infant changing tables
- Roofing materials – if using shingles, will need a 50-year warranty
- Exterior doors with lever handles and door closers
- Storage area should be accessed from the outside of the building with an eight foot overhead door
- Floor drains in each restroom and storage area
- Mop basin in storage area
- Hose bib in storage area
- Electric - 200 AMP Service /42 Breakers (for future electrical needs)
- All plumbing drainable for winter months
- Exterior overhang for entrance into the restrooms
- The Lift Bridge Public Restroom structure will have an interior configured to meet all ADA requirements
- Building design and materials used will be subject to approval of the Ashtabula Harbor Historic review board
- Port Authority will install water and sewer line within five feet of the building

- **Underground Utility Requirements:** All electrical lines installed after project approval must be placed underground. This requirement applies to all utilities including new or replacement electrical wiring installed on a NatureWorks fund-assisted site.

Permits needed for this project will include: Building Permit, Plumbing Permit and Electrical Permit from the Ashtabula County Building Department. Port Authority will provide: Sewer and Zoning Permit.

Design-build proposals should also include:

- The types of services your firm currently performs including relevant marketing materials;
- Describe the capacity of your staff and their ability to perform the work in a timely manner, relative to present workload, and the availability of the assigned staff;
- Experience on similar projects;
- Firm's history of meeting schedules, deadlines and budgets;
- List the Project Manager and other key staff members and any subcontractors you will use on this project;
- All bidders must attend the site meeting on Friday, December 10, 2010 at 10:00 a.m.; and
- Provide the information in a letter signed by an officer of the firm.

SECTION IV – ATTACHMENTS

NatureWorks Appendix P
NatureWorks Appendix Q
NatureWorks Appendix R
Affidavit of Non-Delinquency of Personal Property Taxes
Bid Evaluation Form

State of Ohio NatureWorks Program
APPENDIX P
COVENANT B OF THE JANUARY 27, 1972
EQUAL EMPLOYMENT OPPORTUNITY EXECUTIVE ORDER
OF THE GOVERNOR OF OHIO

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, or sex. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race color, religion, national origin, ancestry, or sex. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided, setting forth the provisions of this nondiscrimination clause.
2. The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, or sex.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State Administering Agency, advising the said labor union or workers' representatives of the contractor's commitments under this covenant and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of the Department of Administrative Services, Division of Public Works (DPW) Regulation on Equal Employment Opportunity (EEO) and with the implementing rules, regulations, and applicable orders of the State Equal Employment Opportunity Coordinator.
5. The contractor agrees he will fully cooperate with the State Administering Agency, the State Equal Employment Opportunity Coordinator, and with any other official or agency of the state or federal government that seeks to eliminate unlawful employment discrimination, and with all other state and federal efforts to assure equal employment practices under this contract. Said contractor shall comply promptly with all requests and directions from the State Administering Agency, the State Equal Employment Opportunity Coordinator, and any of the State of Ohio's officials and agencies in this regard, both before and during construction.
6. Full cooperation as expressed in clause 5 above, shall include, but not be listed to, being a witness and permitting employees to be witnesses and complainants in any proceeding involving questions or unlawful employment practices, furnishing all information and reports required by the DPW regulation on EEO and by the rules, regulations, and orders of the State Equal Employment Opportunity Coordinator pursuant thereto, and permitting access to his books, records, and accounts by the State Administering Agency and the State Equal Employment Opportunity Coordinator for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further state contracts or state assisted construction contracts in accordance with procedures authorized in the DPW Regulations on EEO, and such other sanctions may be instituted and remedies invoked as provided in said Regulation or by rule, regulation, or order of the State Equal Employment Opportunity Coordinator, or as otherwise provided by law. In the event this contract is terminated for a material breach of said Regulations, the contractor shall become liable for any and all damages as a result of said breach.

8. The contractor will include the portion of the sentence immediately preceding Paragraph 1 and the provisions of Paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the State Equal Employment Opportunity Coordinator issued pursuant to Section 204 of the DPW Regulation on EEO, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the State Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor, vendor or other party as a result of such direction by the State Administering Agency, the contractor may request the State of Ohio to enter into such litigation to protect the interests of the State.

NOTICE: THE CONTRACTOR MUST COMPLY WITH THE PROVISIONS OF THE GOVERNORS EXECUTIVE ORDER 84-9, DATED FEBRUARY 15, 1984, WHICH REQUIRES THE ESTABLISHMENT OF UNIFORM STATEWIDE GOALS FOR THE UTILIZATION OF WOMEN ON STATE AND STATE-ASSISTED CONSTRUCTION CONTRACTS.

State of Ohio NatureWorks Program
APPENDIX Q
TITLE 18, U.S.C. , SECTION 874
KICKBACKS FROM PUBLIC WORKS EMPLOYEES

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

State of Ohio NatureWorks Program
APPENDIX R
CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The contractor agrees to comply with federal clean air and water standards during the performance of this contract and specifically agrees to do the following:

a. The term "facility" means (a) any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations (b) owned, leased or supervised (c) by the contractor and subcontractor (d) for the construction, supply and service contracts entered into by the contractor;

b. That any facility to be utilized in the accomplishment of this contract becomes listed on the EPA list, this contract may be canceled, terminated or suspended in whole or in part;

c. That in the event a facility utilized in the accomplishment of this contract becomes listed on the EPA list, this contract may be canceled, terminated or suspended in whole or in part;

d. That it will comply with all the requirements of Section 114 of the Air Act and Section 308 of the Water Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308, respectively, and all regulations and guidelines issued thereunder;

e. That it will promptly notify the government of the receipt of any notice from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility utilized or to be utilized in the accomplishment of this contract is under consideration for listing on the EPA List of Violating Facilities;

f. That it will include the provisions of paragraphs "a" through "g" in every subcontract or purchase order entered into for the purpose of accomplishing this contract, unless otherwise exempted pursuant to the EPA regulations implementing the Air or Water Act (40 CFR, Part 15.5), so that such provisions will be binding upon each subcontractor or vendor;

g. That in the event that the contractor or the subcontractors for the construction, supply and service contracts entered into for the purpose of accomplishing this contract were exempted from complying with the above requirements under the provisions of 40 CFR, Part 15.5(a), the exemption shall be nullified should the facility give rise to a criminal conviction (See 40 CFR, part 15.20) during the accomplishment of this contract. Furthermore, with the nullification of the exemption, the above requirements shall be effective. The contractor shall notify the government, as soon as the contractor's or the subcontractors' facility is listed for having given rise to a criminal conviction noted in 40

CFR, Part 15.20.

**AFFIDAVIT OF CONTRACTOR OR SUPPLIER
OF NON-DELINQUENCY OF PERSONAL
PROPERTY TAXES.**

O.R.C. 5919.042

The undersigned being first duly sworn, having been awarded a contract by you for _____, hereby states that we are not charged at the time the bid was submitted with any delinquent property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property tax on any such tax list.

In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

BIDDER

DATE

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

Notary Public

Evaluation Form for Lift Bridge Public Restrooms

Ashtabula City Port Authority – 2011

Name of Individual/Firm: _____

Name of Evaluator: _____

Criteria	Rating
Firm and/or individual qualifications	
Firm's background and experience on similar projects	
Experience of firm's current personnel on similar projects	
Capacity to perform work	
Availability to meet schedule	
References	
Meeting schedules and deadlines	
Controlling costs/meeting budgets	
Communication/cooperation	
Quality of response	
Total Score =	

Rating: 1=Poor, 2=Fair, 3=Good, 4=Excellent, 5=Superior