

**REQUEST FOR PROPOSAL**

**Union County Council of Governments, Ohio**

**FALL 2018 COLLABORATIVE FIBER NETWORK EXPANSION  
Expansion of the Union County Council of Governments Fiber Network**

**DEADLINE: November 2, 2018**

## TABLE OF CONTENTS

Title Page	1
Table of Contents	2
Notice to Bidders	3
Purpose and Scope of Work	4
Background Information	5
General Instructions	5
Selection Criteria	9
Bid Content	9
Bid Content Details	10
Project Specifications	11
Project Schedule	14
Installation Specifications	15
Connection 1 through 6 Approximate Fiber Route Maps	19-24
Project Cost Bid Form	25
Bid Guaranty and Contract Bond Form	26-27
Affidavits, Declarations, W9, and Certificates	28-35
Contract	36-48

## **NOTICE TO BIDDERS**

Sealed proposals will be received by the Union County Council of Governments of Union County, Ohio (UCCOG) for the following:

### **Fall 2018 Collaborative Fiber Network Expansion Project**

The UCCOG is seeking bids from qualified contractors to assist in the expansion of the existing City of Marysville, Union County, and Marysville Exempted Village School District collaborative fiber network. This project will enhance the existing collaborative fiber network.

Bid Specifications, Bid Forms, Q&A, and Instructions are being made available online at <https://www.co.union.oh.us/uccogrfp2018> or upon request through the UCCOG via email at [UCCOG@co.union.oh.us](mailto:UCCOG@co.union.oh.us).

Bids must be received no later than 3:00 p.m. on November 2, 2018 at the Union County Commissioners Office, 233 West Sixth Street, Marysville, Ohio 43040. Bids will be opened there immediately thereafter. The submitted bids shall be clearly marked "FALL 2018 COLLABORATIVE FIBER NETWORK EXPANSION" on the front of the envelope or the top of the package that encloses the bid documents.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder is required to furnish with their proposal a Bid Guaranty and Contract Bond which complies with Section 153.571 of the Ohio Revised Code. The Bid Specifications document contains the Bid Guaranty and Contract Bond to be completed.

The UCCOG reserves the right to reject any and all bids, or to increase or decrease or omit any items, or to waive any informality in any bid(s), and to award the contract to the lowest and best bidder in accordance with Section 307.86 of the Ohio Revised Code as determined by the UCCOG.

Union County Council of Governments of Union County, Ohio  
Steve Stolte, Chair

**Publish: Marysville Journal Tribune: 10/12/18, 10/19/18**

# 1. PROJECT INFORMATION

## 1-A. Purpose and Scope of Work

The purpose of this Request for Proposal (RFP) is to receive competitive bids to provide the required services described in the following specifications. The Union County Council of Governments (UCCOG) is not liable for any costs incurred by the respondents in the preparation and submission of this bid. This RFP does not constitute a contract for services performed or to be performed.

The UCCOG is seeking bids from qualified contractors to assist in the expansion of its collaborative fiber network in the Marysville area. The expansion of the UCCOG fiber network will primarily provide redundancy for UCCOG entity buildings within the fiber network.

All bidders shall complete the project cost bid form found in this document.

- This bid is to be considered Prevailing Wage.
- Bid response must contain pricing for Connection 1 through Connection 6.

The UCCOG reserves the right to implement only a portion of the Connections listed below dependent upon funding availability.

The project Cost Bid Form requires itemized pricing for creating the linkage needed to expand the UCCOG fiber network which provides fiber connectivity between various City of Marysville, Marysville School District, and Union County buildings:

- Connection 1: St. Rt. 31 and Millwood Blvd Intersection east to St. Rt. 4 and County Home Rd Intersection, then continuing east along County Home Rd to Simmons Lane.**
- Connection 2: St. Rt. 4 and County Home Rd Intersection north along St. Rt. 4 to City of Marysville Water Tower.**
- Connection 3: Marysville High School Bldg northwest to City of Marysville Pedestrian Bridge.**
- Connection 4: Union County Services Building (940 London Ave) west to London Ave and Windsor Dr Intersection continuing west to Milford Ave then north to Maple St. continuing to the Intersection of Sixth St and Maple St.**
- Connection 5: Oakdale Cemetery west to U.S.33.**

**Connection 6: Union County Agricultural Center Building (18000 St. Rt. 4) west to hand hole at St. Rt. 4.**

**1-B. Background Information**

Union County, the City of Marysville and the Marysville School District have, in recent years, found it necessary to expend increasing levels of resources towards technology, including Internet connectivity, data center, personnel, fiber optics, VoIP and other automatic data processing services. In 2012, all three entities formed the Union County Council of Governments (UCCOG). The UCCOG has been able to break down the silos that often exist in local governments by working together in an innovative and collaborative way. By creating the UCCOG for IT services, the consortium can bring new technology, a shared services philosophy and shared expertise to each member, while meeting the current and future needs of their customers in a more efficient manner. These needs include the building of a redundant shared fiber network.

Union County is a 434 square mile county located northwest of Columbus, Ohio. The County has a population of over 56,000. The City of Marysville has a population of over 22,000. The Marysville School District serves over 5,500 students in grades K-12.

**1-C. General Instructions**

The bid shall be submitted in a sealed envelope to:

Union County Council of Governments  
Attn: Fall 2018 Collaborative Fiber Network Expansion  
Union County Commissioner's Office  
233 West Sixth St.  
Marysville, OH 43040

The submitted bids shall be clearly marked "FALL 2018 COLLABORATIVE FIBER NETWORK EXPANSION" on the front of the envelope or the top of the package that encloses the bids. All submitted bids shall be submitted to the Union County Board of Commissioners office where they shall remain sealed and held until the time of the public bid opening. Bids must be received at the above address no later than 3:00 p.m. on November 2, 2018 to be considered. All respondents must furnish the UCCOG with nine (9) complete printed copies of the bid. Additionally, an electronic copy of the bid shall be submitted. Bids received after the scheduled receipt date and time will not be accepted and will be marked "Late" and may be returned to the contractor. All bids and materials submitted become the property of the UCCOG and will not be returned. The UCCOG is not responsible for any cost incurred by the contractors in seeking this award. Pursuit of this contract shall be borne by the contractor.

Faxed or emailed bids will not be considered. The bid document must be signed with an original ink signature by the person authorized to sign the bid. The UCCOG reserves the right to accept

any bid, to reject any bid or all bids, to waive irregularities and/or informalities in any bid, to increase or decrease or omit any item or items, and to make the award in any manner deemed in the best interest of the UCCOG. Selection of a firm will be made by a selection committee comprised of Union County Council of Governments Executive Board members and employees of its entities. The selection decision will be based upon the UCCOG's judgment of relevant criteria listed in section 1-D.

1. Schedule: The following schedule is planned (Eastern Time Zone):

<u>DATE</u>	<u>EVENT</u>
10/12/18	RFP Released
10/19/18	Bidder's Conference 2:00 p.m.
10/26/18	Questions and Clarifications Deadline at 5:00 p.m.
11/2/18	Bid Due at 3:00 p.m.
11/2/18	Bid Opening at 3:00 p.m.
11/16/18	Bid Review Completion and Contractor Selected for Project
11/28/18	Contract Finalized and Project Initiated
3/1/19	Project Completion Deadline

2. Bid Conference: Attendance is optional but recommended. Bid conference location:  
Union County Office Building  
Union County Commissioners Hearing Room  
233 West Sixth Street  
Marysville, Ohio 43040
3. Questions and Clarifications Regarding the RFP: Contractors shall submit all questions in writing or via email exclusively to the Union County Council of Governments. All questions must be received no later than 5:00 p.m. EST on October 26, 2018. All responses to questions regarding this RFP will be made available online at <https://www.co.union.oh.us/uccogrfp2018> within 3 business days of submission date.

Questions concerning this RFP or the bid procedures should be addressed to:  
Union County Council of Governments  
Attn: County IT Supervisor  
233 West Sixth St.  
Marysville, OH 43040  
Fax: (937)-645-3057  
Email: [uccog@co.union.oh.us](mailto:uccog@co.union.oh.us)

4. Bid Guaranty and Contract Bond Required: As required by State law, any bid submitted in response to this RFP shall be accompanied by a bid guaranty in the form of a bond or a certified check, cashier's check, or a money order made out to UCCOG from a solvent bank or savings and loan association. The bid guaranty shall conform

to R.C. §153.54. The bid guaranty must be valid for a minimal period of ninety (90) days after the date of opening or until a contract is signed, whichever is shorter. Once a contract has been signed by both the UCCOG and selected contractor, the bid guaranty and contract bond of the contractors who were not selected will be returned to those contractors upon request.

5. State Taxes: The UCCOG is exempt from all sales, excise, and transportation taxes, except the State of Ohio gasoline tax. The price or prices bid shall be exclusive of all such taxes and will be so construed. UCCOG will provide documentation of its exemption.
6. Subcontractors: If subcontractors are requested and approved, the primary contractor shall retain full responsibility to the UCCOG for all work completed or uncompleted by the subcontractor. Subject to the approval of the UCCOG, subcontractors may be used by any firm with the following provisions:
  - a. The company submitting the bid will be considered the prime contractor
  - b. The prime contractor must perform greater than 65% of the billable work
  - c. All tasks to be performed by subcontractors must be clearly identified
  - d. All fees for tasks performed by subcontractors must be clearly identified
  - e. The subcontractors must meet all criteria as defined for the prime contractor
7. Non-Discrimination Practices: The vendor shall agree that it shall not discriminate in any manner based on sex, race, color, age, religion, national origin, or ancestry of any person.
8. Payment Schedule: The UCCOG and the selected contractor will determine a payment schedule at the time of contract negotiations with the selected firm.
9. Project Time Frame: The UCCOG requires that the project be completed by March 1, 2019 at the latest.
10. Bid Opening: All bids received will remain sealed until the bid opening. The bids will be opened at 3:00 p.m., November 2, 2018 in the Board of Commissioners Hearing Room, located at 233 West Sixth Street, Marysville. At that time, Bids will be opened and logged. Bids will not be available for public viewing during the bid review and contractor selection process. Respondents are not required to be present at the bid opening.
11. Contract Finalization: The bidder to whom the award is made will be required to execute a written contract with the UCCOG and to furnish and maintain a good and approved contract bond, as hereinafter specified, after the award of the Contract. The Contract shall be in the form hereto attached. If the bidder to whom an award is made fails to enter into a contract as herein provided, the award may be annulled and the

Contract awarded to the next lowest and best bidder as determined by the UCCOG. The next lowest and best bidder selected shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made.

12. Insurance & Workers Compensation: The UCCOG will require the selected firm to maintain liability and workers compensation insurance throughout the term of the contract. The company shall save harmless the UCCOG and its officers or agents from all claims, demands, payments, suits, actions, recoveries, and judgements of every kind brought against it by reason of act or omission of the company. The selected company will be required to provide proof of insurance at the time of selection.
13. Valuable Papers Insurance: The selected contractor shall carry valuable papers insurance in an amount sufficient to cover all claims on any data and information which belongs to UCCOG and is in the contractor's possession, all work products and deliverable items covered in the contract. The selected contractor will be required to provide proof of insurance at the time of selection.
14. Licenses, Permits, and Regulations: Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the vendor. The contractor shall perform the utility pole permit process. The Union County Council of Governments shall be responsible for all costs associated with securing utility pole permits and pole make-ready costs.
15. Tie Bids: If two or more bids are determined by the UCCOG to be equally qualified, the UCCOG will invite each equally qualified bidder to make a presentation which the UCCOG will use to determine the bidder to be awarded the project. The bidder shall solely be responsible for all costs associated with the presentation.
16. Method of Bidding: Bids are solicited for the installation as described in the specifications. Bids shall be submitted on a unit price basis. A lump sum only bid for the entire project will not be accepted.
17. Examination of Sites: Bidders are required to satisfy themselves by personal examination at the sites of the work, and by examination and study of the contract documents as to the conditions existing and difficulties likely to be encountered in the installation work. No plea of ignorance, as a result of failure to make such examinations on the part of the Contractor, will be accepted as an excuse for failure to fulfill the provisions of the Contract.
18. Drug Free Work Place: The Contractor must be enrolled and in good standing in the Ohio Bureau of Workers' Compensation Drug-Free Workplace (DFWP) Discount Program or a similar program approved by the Bureau of Workers' Compensation within eight (8) days of the bid opening.



19. Notice of Delinquent Taxes: Within ten (10) days after the award of the Contract, the bidder shall submit to the Union County Council of Governments an affidavit stating either that he owes no delinquent taxes or that he does owe delinquent taxes and the amount. If the bidder owes such taxes, a copy of the statement will be sent to the Union County Treasurer within thirty (30) days. A copy of the statement will be attached to the Contract. No payment will be made on the Contract without such a statement.

20. Liability Insurance and Builders Risk Insurance: From the date of the commencement of the Improvements until the date of final completion of all work by Contractor on the site(s), Contractor shall purchase and maintain commercial general liability insurance. See Article 8 of the proposed Contract document for further details.

#### **1-D. Selection Criteria**

The UCCOG will select a firm which they determine to be capable of providing a high quality product at a reasonable cost, in accordance with Section 307.86 of the Ohio Revised Code.

The following is a partial list of criteria which will be used to evaluate bids: experience and personnel qualifications, compliance with RFP instructions, costs, delivery schedules, fee distribution, knowledge and technical expertise, subcontractor details, proposed procedures, and references. The UCCOG reserves the right to reject any bid and all bids, or to increase or decrease or omit any item or items, or to waive any informality in any bid(s), and to award the contract to the lowest and best bidder in accordance with Section 307.86 of the Ohio Revised Code as determined by the UCCOG.

#### **1-E. Bid Content**

All bids must follow the same format. No exceptions to this format will be accepted, and all sections of the format must be clearly addressed in order for a bid to be accepted for evaluation. The purpose of the required format is to simplify the bid evaluation processes and to ensure that all bids receive the same orderly review.

All bids must include the following sections:

1. Cover Letter
2. Project Work Plan/Technical Approach
3. Subcontractor Information
4. Project Schedule (refer to page 14)
5. Proposed Route Maps
6. References for Similar Projects and Firm Financial Statement
7. Project Cost Bid Form (refer to page 25)
8. Bid Guaranty and Contract Bond (refer to pages 26-27)

9. Optional Information Section
10. Delinquent Taxes Affidavit (refer to pages 28-37)
11. Contractor Corporation Affidavit along with copy of resolution (refer to pages 28-37)
12. Request for Taxpayer Identification Number, W-9 (refer to pages 28-37)
13. Affidavit of Compliance with Campaign Contribution Limitations (refer to pages 28-37)
14. Non-Collusion Affidavit (refer to pages 28-37)
15. Affidavit of Authority of Corporation to Bid (refer to pages 28-37)
16. Proposal for Bidder's Signature (refer to pages 28-37)

## **1-F. Bid Content Details**

1. Cover Letter: Provide a cover letter introducing the document as to its content and purpose. The cover letter should also identify the individual within your organization who will respond to questions the UCCOG may have regarding your bid. Include title, phone number, fax number, email address and address where this person may be contacted. Also include specific highlights of your firm in your bid.
2. Project Work Plan/Technical Approach: This section is intended to be the heart of the bid and should reflect the contractor's knowledge and experience with the complete methodologies, equipment, hardware, and software necessary to complete the project scope of work.
3. Subcontractors: The contractor must provide a list that includes name, address, and contact information for all potential subcontractors. The contractor must also provide a description and percentage of work to be performed by all subcontractors. See page 7 for further requirements.
4. Project Schedule: The contractor must complete the Project Schedule form. (page 14)
5. Proposed Route Maps: For several of the Connections, the contractor is being asked to propose the most appropriate route for portions of the Connection. The contractor must submit complete fiber route maps in .KMZ format, designating underground sections in Blue and aerial sections in Red.
6. References for Similar Projects and Firm Financial Background: Include a summary description of at least 3 prior similar projects that exhibits your firm's experience and capabilities. Include the client name, organization, and contact person (with a current phone number and email address) that the UCCOG may contact for reference purposes. Also, the contractor must provide a current company financial statement and a similar statement for all subcontractors in this section of the bid.
7. Cost Bid Form: The contractor must complete the Cost Bid Form included with this document and return it as part of the Cost Bid. Additional Cost Bid Forms may be submitted for options or alternatives proposed by the contractor. (page 25)

8. Bid Guaranty and Contract Bond Form: See Section 1-C.3 and pages 26-27.
9. Optional Information: This section may contain a variety of information such as an additional or alternative technique not listed in the RFP, additional or alternative processes that would enhance the project or reduce costs, or additional project information that the contractor wishes to convey to the UCCOG evaluators.
10. Delinquent Taxes Affidavit: See Section 1-C.18 and pages 28-35.
11. Contractor Corporation Affidavit and Copy of Resolution: See pages 28-35.
12. Request for Taxpayer Identification Number (W-9): See pages 28-35.
13. Affidavit of Compliance with Campaign Contribution Limitations: See pages 28-35.
14. Non-Collusion Affidavit: See pages 28-35.
15. Affidavit of Authority of Corporation to Bid: See pages 28-35.
16. Proposal for Bidder's Signature: See pages 28-35.
17. Contract: See pages 36-48.

## **2. PROJECT SPECIFICATIONS**

### **2-A SPECIFICATIONS**

Note: The Union County Council of Governments shall be responsible for securing all utility pole permits and pole make-ready costs.

**Connection 1: St. Rt. 31 and Millwood Blvd Intersection east to St. Rt. 4 and County Home Rd Intersection, then continuing east along County Home Rd to Simmons Lane.**

**Part A: St. Rt. 31 and Millwood Blvd Intersection east to Intersection of St. Rt. 4 and County Home Rd.** Furnish and install a 144 strand single mode fiber optic cable only, conduit is already installed. Hand holes to be installed at St. Rt. 31 and Millwood Blvd Intersection (east side) and St. Rt. 4 and County Home Rd Intersection (west side), then approximately every 650 feet between intersections.

**Part B: St. Rt. 4 and County Home Rd Intersection east along County**

**Home Rd to Simmons Lane.** Furnish and install a 144 strand single mode fiber optic cable plus conduit for all underground portions. Furnish and install new fiber patch panel. Beginning at the newly installed hand hole on west side of St. Rt. 4 and County Home Rd intersection proceeding east under St. Rt. 4 to new hand hole located on east side of intersection. Then proceeding east aerially, overlashing existing UCCOG fiber, along County Home Rd to existing hand hole near City of Marysville Decker Fire Station. Then underground from Decker Fire Station hand hole to new hand hole located on west side of Simmons Lane, then continuing underground to new hand hole on east side of Simmons Lane.

**Connection 2: St. Rt. 4 and County Home Rd Intersection north along St. Rt. 4 to City of Marysville Water Tower:** Furnish and install a 144 strand single mode fiber optic cable plus conduit for all underground portions. Beginning at the new hand hole (installed during Connection 1, Part B) located at the intersection of St. Rt. 4 and County Home Rd (northeast side), then proceeding north along St. Rt. 4 to new hand hole located at the Marysville Water Tower drive (south side of driveway), then proceeding underground east to newly installed fiber patch panel located inside the base of water tower. Additional hand holes to be installed along the St. Rt. 4 entrance drives to:

- Union County Agricultural Services Bldg
- Union County Juvenile Detention center
- West Central Community Correctional Facility

**Connection 3: Marysville High School Bldg (800 Amrine Mill Rd) northwest to City of Marysville Pedestrian Bridge:** Furnish and install a 144 strand single mode fiber optic cable plus conduit for all underground portions. Furnish and install new fiber patch panel. Beginning at new fiber patch panel inside MDF located near the northeast area of the Marysville High School bldg, then proceeding to a newly created building entrance located at the northeast corner of the Marysville High School bldg, then proceeding northwest to a new hand hole at the City of Marysville Pedestrian Bridge (south side), then proceeding north under bridge to a new hand hole on north side of City of Marysville Pedestrian Bridge.

**Connection 4: Union County Services Building (940 London Ave) west to London Ave and Windsor Dr Intersection continuing west to Milford Ave then north to Maple St. continuing to the Intersection of Sixth St and Maple St:** Furnish and install a 144 strand single mode fiber optic cable, including conduit for all underground portions. Furnish and install new fiber patch panel. Beginning at newly installed fiber patch panel located in the Union County Services Bldg MDF, then proceeding to a newly created entrance located at the southeast corner of Union County Services Bldg, continuing

underground to the intersection of London Ave and Windsor Dr, then proceeding on existing poles west to Milford Ave (along route recommended by vendor), then continuing north aerially along Milford Ave to Maple St to the intersection of Maple St and Sixth St to a new hand hole at the northwest corner of intersection.

**Connection 5: Oakdale Cemetery west to U.S.33:** Furnish and install a 144 strand single mode fiber optic cable, including conduit for all underground portions. Beginning at existing hand hole located near the West Fifth St. entrance of Oakdale Cemetery then along West Fifth Street west to new hand hole to be located on (east side) of U.S.33.

**Connection 6: Union County Agricultural Center Building (18000 St. Rt. 4) west to hand hole at St. Rt. 4:** Furnish and install 72 strand single mode fiber optic cable, including conduit for all underground portions. Furnish and install new fiber patch panel. Beginning at newly installed fiber patch panel located in the Union County Agricultural Bldg MDF, proceeding within building along route recommended by vendor to newly created building entrance, continuing underground west to new hand hole along St. Rt. 4 (installed during Connection 2).

**2-B. Project Schedule**

Connection	Fiber Installation	Completion Date
1	<b>St. Rt. 31 and Millwood Blvd Intersection east to St. Rt. 4 and County Home Rd Intersection, then continuing east along County Home Rd to Simmons Lane</b>	
	Date – Test results available	
2	<b>St. Rt. 4 and County Home Rd Intersection north along St. Rt. 4 to City of Marysville Water Tower</b>	
	Date - Test results available	
3	<b>Marysville High School Bldg (800 Amrine Mill Rd) northwest to City of Marysville Pedestrian Bridge</b>	
	Date - Test results available	
4	<b>Union County Services Building (940 London Ave) west to London Ave and Windsor Dr Intersection continuing west to Milford Ave then north to Maple St. continuing to the Intersection of Sixth St and Maple St</b>	
	Date - Test results available	
5	<b>Oakdale Cemetery west to U.S.33</b>	
	Date – Test results available	
6	<b>Union County Agricultural Center Building (18000 St. Rt. 4) west to hand hole at St. Rt. 4</b>	
	Date – Test results available	

## **2-C Installation Specifications**

The contractor shall warranty all work and materials provided for this project for a minimum period of one year following the completion of the project.

### **Materials & Installation**

- Unless otherwise specified, contractor shall provide all materials for the project.
- Material will comply with those standards as established by UL or NEMA and shall be commercial grade. All materials will be new and free from defects.
- Selected contractor and its subcontractors will provide all material management to ensure that the project remains on track according to the project milestones,
- All due caution will be exercised in transporting and off-loading all materials to prevent any damage during shipping or placement. Any damage to any materials after their initial receipt and inspection by the respondent will be the sole responsibility of the respondent, who will replace such damaged materials at no additional expense to the District.
- Hand holes shall be polymer concrete, 20k-rated hand holes for non-roadways and non-railways, and (State) DOT approved, 45,000 lb. load rated CDR or comparable enclosures on roadways and railways. Required minimum size hand holes for slack coil locations is 24"x36"x30"deep. Required minimum size hand holes for splice locations is 36"x48"x30"deep.
- Conduit placed will be (2) 1.25" SDR-11 HDPE.
- Tracer wire shall be #12 THHN and will be placed inside the spare conduit with all conduit installed unless armored or traceable cable is used.
- Splice enclosures to be of the TE Connectivity FOSC450 line with Gel-blocks. Size/spec of the enclosure will be determined by fiber count installed.
- Fiber termination panels shall be of the Corning CCH line, cassette-based, whether they are wall or rack mount. Determination of wall or rack mount will be made by the building owners and the available space in the network closets or head-ends. Size of the panels will be determined by fiber count installed.
- Connector types should be SC-APC unless otherwise specified.
- Unless otherwise specified, new building entrance construction will consist of an E-loc transition coupler from the HDPE conduit to an appropriate sized EMT conduit. The EMT conduit shall terminate into a NEMA-3 rated junction box, at least 12x12x6 in size. All conduits and junction boxes will be secured to the exterior of the building with appropriate hardware. Penetration into building will be located through the junction box. All penetrations will be sealed after cable installation.
- The exact requirements, location, and type of conduit and fiber cable within buildings shall be verified with building owners.
- All fiber optic cable installed (unless otherwise specified) shall be of outside plant grade, loose-tube construction, with moisture protection; consisting of 12 fibers per buffer tube, single mode 9/125-micron class fiber, low loss water band capable, ITU-T G.652.D or superior. Maximum attenuation: 0.34db/km @ 1310nm; 0.31db/km @ 1385nm; 0.22db/km @ 1550nm.
- All warrantied associated with the fiber and any other materials provided must revert to the agency as the fiber owner upon completion of the construction.
- Conduit will be placed at a minimum depth of 36". 48" depth or more is preferred where routing of conduit/cable crosses any roadway. Additional depth may be required by controlling authority.
- Installation to be done via directional drilling where possible to reduce restoration efforts.
- Respondent will locate underground lines of third parties in cable route area prior to construction.
- After cable placement, all ducts will be sealed with duct plugs.

- Hand holes to be placed approximately 1250' apart, locations to be approved by UCCOG. A base of 6" of pea gravel will be placed in all hand holes. A vertical ground rod will be installed in all hand holes for grounding. Immediately after placement, the soil around and over the hand hole will be tamped and compacted. Should any washouts occur, the respondent will be responsible for correcting the problem immediately without additional cost to the UCCOG.
- If a tracer wire is installed, the tracer wire will be tested for continuity after installation. If the tracer wire is broken during installation, the wire should be repaired and tested for continuity after repair.
- All splice enclosures (if armored cable is used), hand holes, manholes will be grounded.
- A minimum of 100' slack coil of cable shall be left in each hand hole or building for future use
- Fusion splicing of optical fibers at each splice and termination point is required using a core-alignment fusion splice machine.

### **Engineering / Permitting / Traffic Control**

- Prior to construction, contractor will provide construction drawings to be approved by the UCCOG. These may include site drawings, permit drawings, and computerized design maps. Construction drawings must be approved by the UCCOG prior to the commencement of any work.
- Contractor must comply with all ordinances, regulations, applicable laws, rules and requirements per county / city / state ordinance applicable to where the infrastructure is being placed. Where required, secure permits before placing or excavating on private property, crossing streams, pushing pipe or boring under streets and railways. Pre-survey shall be done prior to each job.
- All traffic control, in accordance with local, state, county, or permitting agency laws, regulations, and requirements, will be the respondent's responsibility. The respondent's construction schedule will take into consideration sufficient time for the development and approval of a traffic control plan.

### **Restoration**

- All work sites will be restored to as near their original undisturbed condition as possible, all cleanup will be to the satisfaction of the UCCOG and any permitting agencies.
- Respondent shall provide a brief description of restoration plan in the response, with the expectation that a more detailed restoration plan will be delivered prior to construction begins.
- Work site restoration will include the placement of seed, mulch, sod, water, gravel, soil, sand, and all other materials as warranted.
- Respondent will be responsible for any restoration complaints arising within one year after the UCCOG final acceptance.
- Excess material will be disposed of properly.
- Debris from clearing operations will be properly disposed of by the respondent/subcontractors as required by permitting agencies or the railroad. Railroad ties, trees, stumps or any foreign debris will be removed, stacked, or disposed of by the respondent as per requirements by other interested permitting agencies, and/or the UCCOG.
- Road shoulders, roadbeds, and railroad property will be dressed up at the end of each day. No payment for installation will be permitted until cleanup has been completed to the satisfaction of the any permitting agencies, and/or the UCCOG.
- Site clean-up will include the restoration of all concrete, asphalt, or other paving materials to the satisfaction of the other interested permitting agencies, and/or the UCCOG.

### **Splicing & Testing**

- The respondent shall be responsible for on-reel verification testing of cable quality prior to placement using an OTDR. Test results will be submitted to the UCCOG. Respondent assumes



responsibility for the cable after testing. This responsibility covers all fibers in the cable. The respondent shall supply all tools, test equipment, consumables, and incidentals necessary to perform quality testing.

- Individual (local / machine) splice loss will be 0.04 dB or better for single-mode unless after 3 attempts these values cannot be achieved, then the fibers will be re-spliced until a splice loss within 0.05 dB of the lowest previous attempts is achieved.
- Contractor will perform end-to-end bidirectional insertion loss testing of single-mode fibers at 1310nm and 1550nm using a capable OTDR. Launch reels are to be used on each end and must be at least 150 meters in length. Average bidirectional splice loss for each event should be less than or equal to 0.15db at 1310nm and 1550nm. Bidirectional test results are to be generated within the OTDR software and submitted with close-out package.
- Contractor will perform end-to-end power meter testing using a power meter test set capable of bidirectional loss and ORL testing. Exfo FOT-930 test sets are preferred. PM test results are to be generated within the PM software and submitted with close-out package.
- For spans greater than 300 feet, each tested span must test to a value less than or equal to the value determined by calculating a link loss budget.
  - *Link Budgets* – The maximum loss for the link shall not exceed the calculated link loss based on the following parameters:
- At 1310nm:  $(0.35 \text{ dB/km} \times \text{km of cable}) + (\text{number of connectors} \times 0.5 \text{ dB}) + (0.2 \text{ dB} \times \text{number of splices})$ .
- At 1550nm:  $(0.25 \text{ dB/km} \times \text{km of cable}) + (\text{number of connectors} \times 0.5 \text{ dB}) + (0.15 \text{ dB} \times \text{number of splices})$ .
- All testing data will be forwarded to the UCCOG in both original file format as well as PDF file format. Information to include manufacturer, model, serial number, and date of last calibration of OTDR and Power Meter test set.

### **Close-out package documentation**

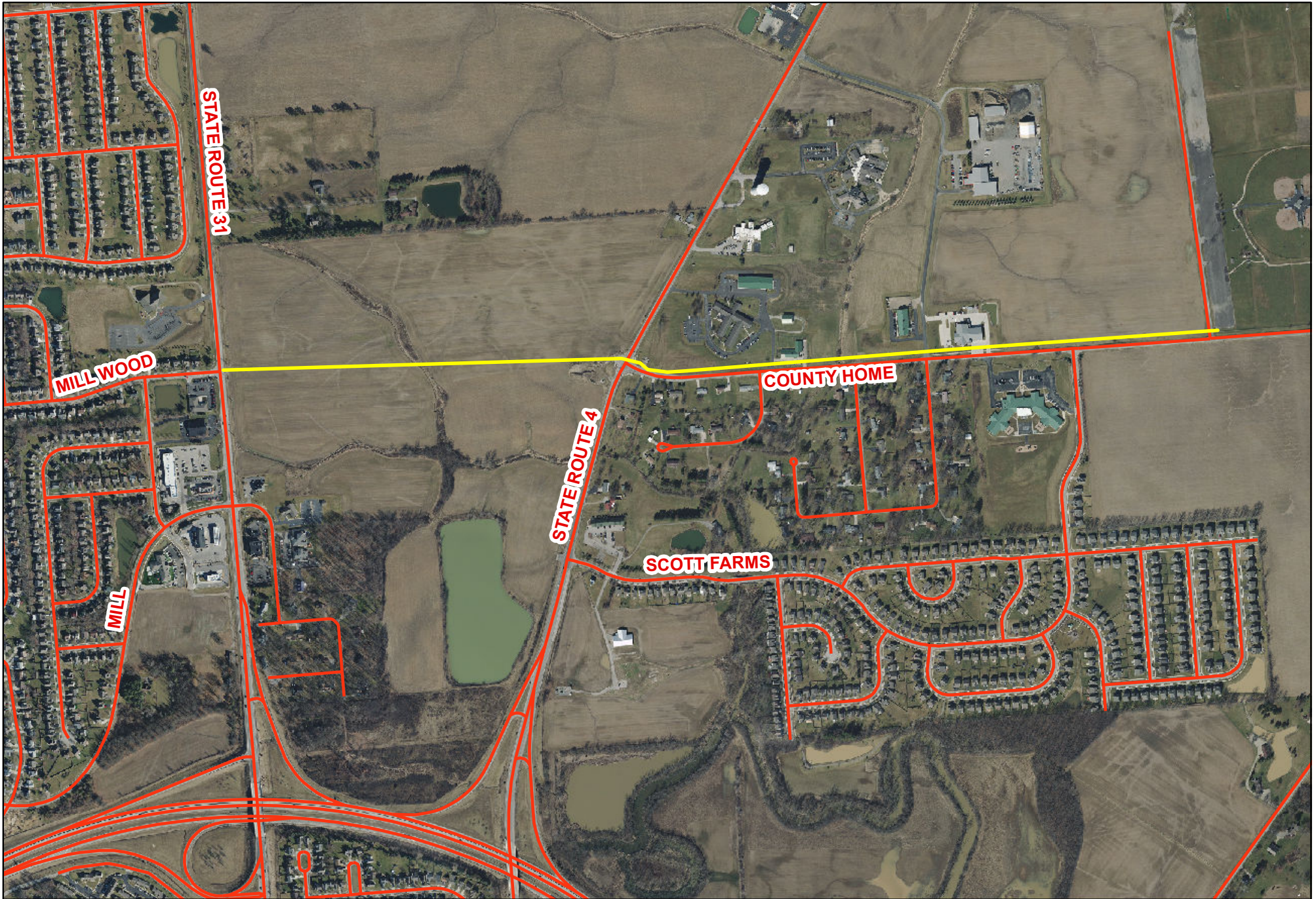
- As-builts to be provided in PDF or Dwg file formats. Information to include:
  - Any deviations from construction prints noted.
  - Running lines, depths, and offsets every 50-100' of all conduit installed.
  - Conduit configuration and fiber size to be called out.
  - Fiber cable sequential numbers at all HH's, splice enclosures, building entrances, slack coils, and termination locations.
  - Splicing assignment sheets for all splice enclosures will be submitted with close-out packages.
- All testing documentation to be provided in raw file format as well as PDF's.
- Pictures of termination panels, splice locations, and building entrances to be provided.
- All underground close-out packages must be turned into the UCCOG within 72 hours of installation completion so that the routes can be reported to OUPS immediately.
- The contractor shall notify and supply OUPS with all documents and maps required to register the fiber infrastructure.

### **References, Standards, and Codes**

Specifications in this document are not meant to supersede state law or industry standards. Respondents shall note in their response where their proposal does not follow the requested specification to comply with state law or industry standard. The following standards are based upon the *Customer-Owned Outside Plant Design Manual (CO-OSP)* produced by BICSI, the *Telecommunications Distribution Methods Manual (TDMM)* also produced by BICSI, ANSI/TIA/EIA and ISO/IEC standards, and NEC codes, among others. It is required that the respondent be thoroughly familiar with the content

and intent of these references, standards, and codes and that the respondent be capable of applying the content and intent of these references, standards, and codes to all outside plant communications system designs executed on the behalf of the UCCOG.

## CONNECTION 1 MAP



Fiber route drawn in Yellow is an approximate fiber path. Please refer to the route specifications described on pages 12 - 13. Unless otherwise specified in this document, the fiber vendor shall be responsible for determining the best path.

# CONNECTION 2 MAP



Fiber route drawn in Yellow is an approximate fiber path. Please refer to the route specifications described on pages 12 - 13. Unless otherwise specified in this document, the fiber vendor shall be responsible for determining the best path.

# CONNECTION 3 MAP



Fiber route drawn in Yellow is an approximate fiber path. Please refer to the route specifications described on pages 12 - 13. Unless otherwise specified in this document, the fiber vendor shall be responsible for determining the best path.

# CONNECTION 4 MAP



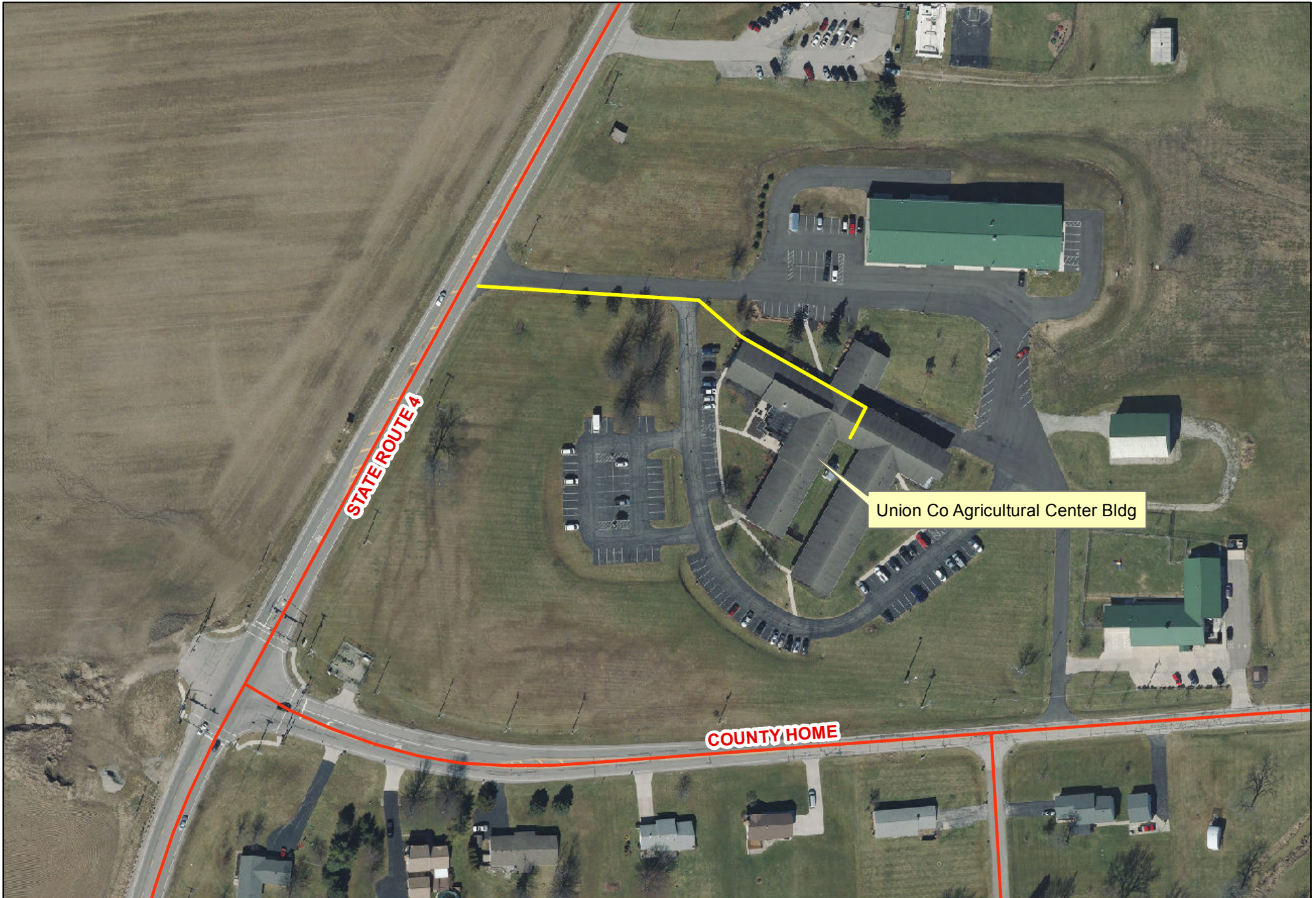
Fiber route drawn in Yellow is an approximate fiber path. Please refer to the route specifications described on pages 12 - 13. Unless otherwise specified in this document, the fiber vendor shall be responsible for determining the best path.

## CONNECTION 5 MAP



Fiber route drawn in Yellow is an approximate fiber path. Please refer to the route specifications described on pages 12 - 13. Unless otherwise specified in this document, the fiber vendor shall be responsible for determining the best path.

## CONNECTION 6 MAP



Fiber route drawn in Yellow is an approximate fiber path. Please refer to the route specifications described on pages 12 - 13. Unless otherwise specified in this document, the fiber vendor shall be responsible for determining the best path.



**PROJECT COST BID FORM**

Connection	Fiber Installation	Cost
1	<b>St. Rt. 31 and Millwood Blvd Intersection east to St. Rt. 4 and County Home Rd Intersection, then continuing east along County Home Rd to Simmons Lane</b>	
2	<b>St. Rt. 4 and County Home Rd Intersection north along St. Rt. 4 to City of Marysville Water Tower</b>	
3	<b>Marysville High School Bldg (800 Amrine Mill Rd) northwest to City of Marysville Pedestrian Bridge</b>	
4	<b>Union County Services Building (940 London Ave) west to London Ave and Windsor Dr Intersection continuing west to Milford Ave then north to Maple St. continuing to the Intersection of Sixth St and Maple St</b>	
5	<b>Oakdale Cemetery west to U.S.33</b>	
6	<b>Union County Agricultural Center Building (18000 St. Rt. 4) west to hand hole at St. Rt. 4</b>	
<b>Grand Total:</b>		

**BID GUARANTY AND CONTRACT BOND**  
(SECTION 153.571 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

as principal, and \_\_\_\_\_, as sureties, are hereby held and firmly bound unto (Owner), as obligee, in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on \_\_\_\_\_ to undertake the project known as: the (Owner), (Union County Council of Governments Fall 2013 Collaborative Fiber Network Expansion Project). The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternate proposals made by the principal on the date referred to above to the obligee, which are accepted the obligee. In no case shall the penal sum exceed the amount

of: \_\_\_\_\_

Dollars (\$ \_\_\_\_\_).

(IF THE FOREGOING BLANK IS NOT FILLED IN, THE PENAL SUM WILL BE THE FULL AMOUNT OF THE PRINCIPAL'S BID, INCLUDING ALTERNATIVES. ALTERNATIVELY, IF THE BLANK IS FILLED IN, THE AMOUNT STATED MUST NOT BE LESS THAN THE FULL AMOUNT OF THE BID INCLUDING ALTERNATES, IN DOLLARS AND CENTS. A PERCENTAGE IS NOT ACCEPTABLE.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal has submitted a bid \_\_\_\_\_.

NOW, THEREFORE, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of materials; and in the event the principal pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten (10) days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein;

Now also, if the said principal shall well and faithful do and perform the things agreed by the contract to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, material, men, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any material, man, or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in not event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefore shall in any way effect the obligations of said surety on its bond.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

SURETY AGENT'S

PRINCIPAL: \_\_\_\_\_

BY: \_\_\_\_\_

(Attorney-in-Fact) (Seal)

BY: \_\_\_\_\_

(Seal)

SURETY COMPANY ADDRESS:

TITLE: \_\_\_\_\_

Agency Name

ADDRESS: \_\_\_\_\_

Street

City, State Zip

City, State Zip

**CERTIFICATION OF PERSONAL PROPERTY TAX**

STATE OF OHIO

COUNTY OF UNION

Before me, a Notary Public, in and for said county and State, personally appeared \_\_\_\_\_, who being first duly sworn that he/she is the owner or officer of \_\_\_\_\_ which having been awarded a contract by \_\_\_\_\_ for \_\_\_\_\_ hereby states that \_\_\_\_\_ 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 Union County has territory and that \_\_\_\_\_ was not charged with delinquent personal property taxes on any such tax list, or that attached hereto and incorporated herein is a list of all delinquent personal property taxes charged against \_\_\_\_\_.

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

\_\_\_\_\_  
(Name of Company)

By: \_\_\_\_\_  
(Signature)

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

This Certification is in compliance with Ohio Revised Code Section 5719.042, which requires a certification of delinquent personal property taxes by any successful bidder prior to the execution of any contract of a taxing district let by competitive bid and in the event there are any due and unpaid delinquent taxes, a copy of this statement shall be transmitted by the fiscal officer to the County Treasurer within 30 days of the date it is submitted.

**AFFIDAVIT**

(To be filled in and executed if the Contractor is a Corporation)

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )  
\_\_\_\_\_ ) S.S.

\_\_\_\_\_, being sworn, deposes and says  
that he is Secretary of \_\_\_\_\_ a  
corporation organized and existing under an by virtue of the laws of the State of \_\_\_\_\_,  
corporation charter/registration # \_\_\_\_\_, and having its principal office at  
\_\_\_\_\_, \_\_\_\_\_, County,  
(number and street) (city) (name of county)  
\_\_\_\_\_.  
(state)

Affiant further says that he is familiar with the records, minute books and by-laws of  
\_\_\_\_\_. Affiant further says that  
(name of corporation)

\_\_\_\_\_ of the corporation  
(Name) (Title)

is duly authorized to sign the Contract for the construction of \_\_\_\_\_  
\_\_\_\_\_ for said corporation by  
virtue of \_\_\_\_\_  
(state whether a provision of by-laws or a resolution of the Board of Directors)

\_\_\_\_\_.  
(If by a resolution, give date of adoption.)

\_\_\_\_\_  
(Secretary of Corporation)

Sworn to before me and subscribed in my presence this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
\_\_\_\_\_, County

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**AFFIDAVIT OF COMPLIANCE WITH SECTION 3517.13  
OF THE OHIO REVISED CODE**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Personally appeared before me the undersigned, as an individual or as a representative of

\_\_\_\_\_ for a contract for \_\_\_\_\_  
(Name of Entity) (Type of Product or Service)

to be let by the County of Union, who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

1. That none of the following has **individually** made after April 4, 2007, and that, if awarded a contract for the purchase of goods or services with a cost aggregating more than \$10,000 in a calendar year, none of the following **individually** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$1,000, to any member of the Union County Board of Commissioners or their individual campaign committees:

- a. myself (if applicable);
- b. any partner or owner or shareholder of the partnership (if applicable);
- c. any owner of more than 20% of the corporation or business trust (if applicable);
- d. each spouse of any person identified in (a) through (c) of this section;
- e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after January 1, 2007).
- f. or any combination of persons identified in (a) through (e) above.

2. That none of the following have **collectively** made after April 4, 2007, and that, if awarded a contract for the purchase of goods or services with a cost aggregating more than \$10,000 in a calendar year, none of the following **collectively** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$2,000, to any member of the Union County Board of Commissioners or their individual campaign committees:

- a. myself (if applicable);
- b. any partner or owner or shareholder of the partnership (if applicable);
- c. any owner of more than 20% of the corporation or business trust (if applicable);
- d. each spouse of any person identified in (a) through (c) of this section;
- e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section.
- f. any political action committee affiliated with any person identified in divisions (a) through (c) of this section.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

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

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

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

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

Bid Identification \_\_\_\_\_

Contractor \_\_\_\_\_, being first duly sworn,

deposes and says that he is \_\_\_\_\_ (sole owner,

a partner, president, secretary, etc.) of \_\_\_\_\_, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, associate, 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 any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to secure any advantage against the public body awarding the contract or any one interested in the proposed contract; that all statements contained in such bid are true; and further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SEAL

\_\_\_\_\_

Notary Public



**AFFIDAVIT**

(To be filled out and executed if the Contractor is a Corporation)

STATE OF OHIO \_\_\_\_\_ )  
\_\_\_\_\_ ) SS  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being duly sworn, deposes and says that he is Secretary of  
(Name of Secretary)

\_\_\_\_\_, a corporation organized and existing under and by virtue of  
(Name of Corporation)

the laws of the State of \_\_\_\_\_, and having its principal office at: \_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City) (County) (State) (Zip)

Affiant further says that it is familiar with the records, minute books and by-laws of \_\_\_\_\_  
\_\_\_\_\_  
(Name of Corporation)

Affiant further says that \_\_\_\_\_, as \_\_\_\_\_  
(Name of Officer) (Title)

of the corporation is duly authorized to sign the Proposal for the \_\_\_\_\_  
Project for said corporation by virtue of \_\_\_\_\_

(State whether a provision of by-laws or a resolution of the Board of Directors. If by resolution, give date of adoption.)

\_\_\_\_\_  
Affiant

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public:

My Commission Expires:

\_\_\_\_\_  
Date County State

**PROPOSAL**

To (OWNER) for the furnishing of all labor, materials and equipment for the construction of 2013 Collaborative Fiber Network Expansion Project and doing such other work incidental thereto, all in accordance with the contract plans, appurtenant reference drawings and specifications provided therefore.

The signer of this proposal, as bidder, understands the work for which this proposal is submitted is based on the prevailing wage rates herein, which prevailing wage rates, if the Contract is awarded to the said bidder and entered into by the (Owner), and the said bidder, will be paid to the various classes of labor employed upon the work.

EVERY BIDDER MUST TAKE NOTICE OF THE FACT THAT EVEN THOUGH ITS PROPOSAL BE ACCEPTED AND THE DOCUMENTS SIGNED BY THE BIDDER TO WHOM AN AWARD IS MADE AND BY THE (AUTHORIZED SIGNER), AUTHORIZED TO SIGN ON BEHALF OF THE (OWNER), THAT NO SUCH AWARD OR SIGNING BY THE (AUTHORIZED SIGNER) ON BEHALF OF THE (OWNER) SHALL BE CONSIDERED A BINDING CONTRACT WITHOUT THE PROPER CERTIFICATE BY THE CLERK/TREASURER THAT FUNDS ARE AVAILABLE TO COVER THE COST OF THE WORK TO BE DONE, OR WITHOUT THE APPROVAL OF THE (OWNER'S) ATTORNEY AS TO THE FORM OF THE CONTRACT AND ALL THE PERTINENT DOCUMENTS RELATING THERETO HAVING BEEN APPROVED BY SAID (OWNER'S) ATTORNEY AND SUCH BIDDER IS HEREBY CHARGED WITH THIS NOTICE.

The signer of the Proposal, as bidder, also declares that the only person, persons, company or parties interested in this Proposal are named in this Proposal, that it has carefully examined the Advertisement, Contract Documents, Supplemental Specifications, Special Provisions, Contract Bond, and that its representative has made such investigation as is necessary to determine the character and extent of the work, and it will contract with the (Owner), in the form of contract hereto annexed, to provide the necessary labor, material, machinery, tools, and apparatus, do all the work required to complete the contract within the time mentioned in the General Conditions, and according to the requirements of the Owner (or County or City) herein and hereinafter set forth, and furnish the required surety bonds for the prices indicated on the Bid Sheet.

**Furthermore, the Bidder shall provided prices on the Bid Sheet based on furnishing acceptable products at all locations in the performance of this Contract .** The Bidder's Total Base Bid on the Bid Sheet is its total bid based on its unit prices and lump sum prices and the estimated quantities. This figure is for information only at the time the bids are opened. The Owner (or County or City) will make the tabulation from the unit prices and lump sum prices bid indicated. If there is an error in the total by the Bidder, it shall be changed as only the unit prices and lump sum prices shall govern.

The Bidder proposes to complete the Work in accordance with the Contract Documents from the date of the Notice to Proceed and within the specified dates of the Contract. If the foregoing proposal shall be accepted by the Owner (or City or County) and the undersigned shall fail to execute a satisfactory Contract as hereto attached, then the Owner (or City or County) may, at its option, determine that the undersigned has abandoned the Contract, and thereupon, this Proposal shall be null and void and the certified check or bound accompanying this Proposal shall be forfeited and become the property of the Owner (or City or County) pursuant to the provisions of the Ohio Revised Code Sections 153.54 and 153.571.

Attached hereto is a Bid Guaranty and Contract Bond or Certified Check for the sum of (\$ \_\_\_\_\_ )

\_\_\_\_\_ Dollars  
according to the terms of the advertisement.

Signature of Bidder \_\_\_\_\_  
(The bidder must indicate whether a Corporation, Partnership, Company or Individual.)

THE PERSON SIGNING SHALL, IN ITS OWN HANDWRITING, SIGN THE PRINCIPAL'S NAME, ITS OWN

NAME AND TITLE. WHERE THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE-PRESIDENT, IT MUST, BY AFFIDAVIT, SHOW ITS AUTHORITY TO BIND THE CORPORATION.

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

Business Address of Bidder: \_\_\_\_\_

\_\_\_\_\_

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_\_.

## CONTRACT

THIS CONTRACT (hereinafter also referred to as the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between \_\_\_\_\_, an Ohio corporation, with an address of \_\_\_\_\_ (hereinafter referred to as the "Contractor") and the BOARD OF THE UNION COUNTY COUNCIL OF GOVERNMENTS with an address of 233 West Sixth Street, Marysville, Ohio 43040 (hereinafter referred to as the "Union County Council of Governments" or "Owner").

WITNESSETH, that the Contractor and the Board of the Union County Council of Governments for the considerations stated herein mutually agree as follows:

### **ARTICLE 1. Statement of Work**

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project; namely, the \_\_\_\_\_ and required supplemental work for the project all in strict accordance with the Contract Documents.

### **ARTICLE 2. Construction Obligations**

2.1 Contractor agrees to construct the Improvements in a good and workman-like manner and in accordance with this Agreement and the Plans and Specifications. During construction of the Improvements, Contractor shall have full control of and responsibility for the Site. Except as otherwise provided in this Agreement or in the Plans and Specifications, Contractor shall: (a.) determine the method, manner and sequence of construction; (b.) select all laborers and subcontractors; (c.) select all materials and provide all equipment and tools; (d.) coordinate all aspects of the work; and (e.) take all necessary precautions for the safety of person and property during the progress of construction.

2.2 It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent contractor. Nothing contained in this Agreement shall be deemed or constructed to: (a.) make Contractor the agent, servant or employee of the Owner; or (b.) create any partnership, joint venture, or other association between Owner and Contractor. Any direction or instruction by Owner in respect of Contractor's work shall relate to the results Owner desires to obtain from the work and shall in no way affect Contractor's independent contract status.

2.3 Except as otherwise provided in this Agreement or specified in the Bid document, Contractor shall pay all costs of construction of the Improvements, including, but not limited to, costs of labor, materials, equipment, tools, supplies, subcontracts, utilities, building permits, connection fees, tap-in charges, inspection fees, taxes (other than real estate taxes), transportation, and all other facilities and services necessary for the construction.

2.4 During the construction of the Improvements, Contractor shall keep the Site and Improvements free from accumulation of waste materials or rubbish caused by its operations. At

the completion of the Improvements, Contractor shall remove from the Site and Improvements all of its waste materials and rubbish as well as its tools, construction equipment, machinery and surplus materials, and shall clean all glass surfaces and leave the Improvements “broom clean” or its equivalent, except as otherwise specified in the Plans and Specifications.

**ARTICLE 3. The Contract Price, Execution of Agreement, Commencement of Work and Completion Date**

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed

(\$\_\_\_\_\_), subject to additions and deductions as provided in the Contract Documents.

The Contractor shall execute this Contract or Agreement and furnish the required contractor’s contract bond, if applicable, and certificates of insurance within ten (10) calendar days from the date the Notice of Award is mailed to the Contractor. If the Contractor fails to execute said Contract or Agreement and to furnish said bond within ten (10) calendar days from the date the Notice of Award is mailed to the Contractor, said Owner shall be entitled to consider all the Contractor’s rights arising out of the Owner’s acceptance of the Contractor’s bid as abandoned and as a forfeiture of the Contractor’s bid guaranty subject to the liability as set forth in Section 153.54 of the Ohio Revised Code. The Owner shall be entitled to such other rights as may be granted by law.

The Contractor shall begin constructions of the Improvements promptly after receiving the Notice to Proceed from the Owner. The Contractor shall substantially complete the work detailed in Article 1 and the other contract documents within \_\_\_\_\_ (\_\_\_) calendar days after the commencement of work. The date that the work shall be substantially complete is \_\_\_\_\_. Substantial completion shall mean that: (a.) the Improvements have been completed in accordance with the Plans and Specifications, except for minor, punch list items approved by the Owner; and (b.) all necessary permits have been issued by the applicable governmental authorities having jurisdiction over the Improvements or Contractor’s work. All punch list work shall be completed within fourteen (14) days after the date of substantial completion of the Improvements. The time for completion shall be extended by:

- (a.) The time during which the Contractor’s performance is delayed by neglect or default of Owner, acts of God, adverse weather, strikes or other labor controversies, inability to obtain timely delivery of needed materials, fire or other casualties, the orders of any governmental authority, or any other causes beyond the reasonable control of Contractor; and
- (b.) Any additional time provided for in a “Change Order.”

#### **ARTICLE 4. Payments**

4.1 Progress payments will be made to Contractor for work performed based upon the Contractor's application. The Contractor's application for progress payments shall be completed with sufficient breakdown data to permit verification and approval. For Applications for Payment, Certificates for Payment and accompanying documents, Contractor shall use, to the extent applicable, AIA Documents G702 through G707 or forms substantially equivalent to those forms that have been approved by Owner.

4.2 Contractor shall pay for all materials, machinery, equipment and labor used in, or in connection with, the performance of this Agreement through the period covered by previous payments received from Owner, and no progress payments shall become due until Contractor has furnished satisfactory evidence to verify compliance with this requirement, including delivery of: (i.) Contractor's affidavit ("Contractor's Affidavit") executed by Contractor, setting forth the names and amounts due to all subcontractors, material suppliers and other persons furnishing work, material, machinery or fuel with respect to the work under this Agreement; (ii.) releases of lien executed by each subcontractor, material supplier or other person supplying work, material, machinery or fuel with respect to the work under this Agreement, such persons being identified on Contractor's Affidavit or on notices of furnishing served upon Owner; and (iii.) any other documents or evidence required by this Agreement. In addition, as a further condition to each progress payment, Contractor shall deliver a Contractor's Affidavit executed by Contractor with respect to the work covered by the current application for progress payment.

4.3 Payments otherwise due, either progress payments or the final payment, may be withheld by Owner on account of defective work not remedied, claims filed, reasonable evidence indicating probability of filing claims, failure of Contractor to make payments properly to its subcontractors or for materials, machinery, fuel or labor, or applicable taxes, fees and fringe benefits, reasonable doubt that this Agreement can be completed for the balance of the Contract Sum then unpaid, or for any breach of this Agreement. If these causes are not removed after written notice, Owner may rectify the same at Contractor's expense.

4.4 No payment to Contractor, either as a progress payment or the final payment, shall operate as an approval of Contractor's work or material, or to release Contractor from any of its obligations under this Agreement.

4.5 Final payment of the unpaid balance of the Contract Sum, including all retainages, shall become due when the work described in this Agreement is fully completed and performed in accordance with this Agreement and is approved by Owner. Contractor's application for final payment shall be in the same form as specified in Section 4.2 of this Agreement. In addition to any other requirements of this Agreement, the final payment shall not become due unless and until Contractor has furnished to Owner a complete set of mechanic's lien waivers and releases including, but not limited to: (a.) a Contractor's Affidavit; and (b.) final releases of lien executed by each subcontractor, material supplier and any other person furnishing work, materials, machinery, equipment, or fuel under this Agreement, as identified in Contractor's Affidavit or in notices of furnishing served upon Owner.

**ARTICLE 5. Change Orders**

During the course of construction Owner shall have the right to request changes in the Improvements. Any changes in Improvements, or any amendments or modifications of this Agreement or of the Plans and Specifications, shall be effective only if contained in a Change Order (“Change Order”) signed by both parties, which provides for: (i.) the adjustment, if any, in the Contract Sum; (ii.) the method of payment of any increase in the Contract Sum; and (iii.) the adjustment, if any, of the time for completion of the Improvements.

**ARTICLE 6. Compliance with Laws, etc.**

With respect to its obligation under this Agreement, Contractor shall be responsible for compliance with all building and zoning codes and other local requirements, including any covenants or restrictions affecting title to the Site. Contractor shall construct the Improvements free from encroachment upon building lines, easements and property lines. Contractor shall pay all sales, consumer, use and other similar taxes required by law and shall secure and pay for all permits, fees and licenses necessary for the construction of the Improvements.

**ARTICLE 7. Subcontractors**

Owner shall have the right to approve all major subcontractors selected by Contractor (a “major” subcontractor being any subcontractor entitled to receive at least \$\_\_\_\_\_ for the performance of work and /or supply of materials to Contractor pursuant to the subcontract). Owner’s approval of a major subcontractor shall not be unreasonably withheld or delayed. Contractor shall accept responsibility for all work of any sub-contractors and for any acts or omissions of any subcontractor or any employee, agent, sub-subcontractor or other person for whom the subcontractor may be liable. Each subcontract shall be consistent with this Agreement, shall require performance in accordance with this Agreement, and shall preserve all rights of the Owner under this Agreement. Nothing contained in this Agreement shall be deemed to create any contractual relationship between the Owner and any subcontractor.

**ARTICLE 8. Liability Insurance and Builder’s Risk Insurance**

From the date of the commencement of the Improvements until the date of final completion of all work by Contractor on the Site, Contractor shall purchase and maintain commercial general liability insurance against claims for bodily injury, death and damage to property, covering its operations at the Site, with policy limits of not less than \$500,000.00 per claim or occurrence and \$1,000,000.00 annual aggregate. Owner shall be named as an additional insured under this insurance policy. The policy shall be endorsed to provide that it shall be primary to any liability insurance carried by Owner. Contractor’s liability insurance shall include business automobile liability coverage for all vehicles (owned or leased) used in connection with the work. Contractor shall also maintain workers’ compensation insurance as required by law.

The Contractor shall maintain insurance to protect the Contractor and the Owner, jointly, from loss incurred by fire, lightning, extended coverage hazards, vandalism, theft, explosion, criminal mischief or other event in the full amount of the Agreement and such insurance shall cover all labor and materials connected with the work, including materials delivered to the Site but not yet

incorporated into the construction. The Contractor shall maintain Builder's Risk insurance on the total value of the Improvements to be constructed during the project for the benefit of the Owner, Contractor and any subcontractor as their respective interests may appear. The Contractor shall bear the risk of loss on the Improvements until such time as the Improvements are substantially completed.

#### **ARTICLE 9. Warranties; Correction of Work**

Contractor warrants to Owner that all materials and equipment incorporated in the Improvements will be new unless otherwise specified, and that the Improvements will be of good and workmanlike quality, free from faults and defects and in conformity with the Plans and Specifications or, if not stated in writing in the Plans and Specifications, in conformity with industry standard. All work not so conforming to these standards will, at Owner's option, be considered defective. This standard of quality of workmanship shall include all work of any kind, whether or not subcontracted. Without limiting the preceding warranties, Contractor shall correct any work that fails to conform to the requirements of this Agreement, the Plans and Specifications or industry standard where such failure to conform appears during the progress of the work, and shall correct any defects due to faulty materials, equipment or workmanship that appear within a period of one year from the date of final completion of the Improvements. Contractor's warranty excludes remedy for damage or defect caused by abuse, improper operation or normal wear and tear under normal usage. If required by Owner or Owner's architect, if any, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Manufacturer's warranties on equipment purchased as part of Contractor's work shall be assigned by Contractor to Owner prior to final payment.

#### **ARTICLE 10. Indemnification**

Contractor shall indemnify, defend and hold harmless Owner and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, resulting from injury or death of any person or damage to property occurring on the Site or in any manner in conjunction with the construction of the Improvements (whether by Contractor, its subcontractors or anyone directly employed by them) or the performance of Contractor's obligations under this Agreement, except to the extent caused in whole or in part by any negligent act or omission of Owner, its agents or employees.

#### **ARTICLE 11. Contract and General Provisions**

The executed Contract Documents shall consist of the following:

- a. This Agreement (with Exhibit "A" Drug-free Workplace Programs addendum which is incorporated as if fully rewritten herein);
- b. Addenda;
- c. Invitation to Bid;
- d. Instructions to Bidders;
- e. Signed copy of bid;
- f. Work Specifications (including all plans, drawings, etc.);
- g. General and Special Conditions, Parts I and II;



- h. Technical Conditions; and
- i. Federal Requirements.

This Agreement, together with other documents enumerated in this ARTICLE, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated. In the event any provision of this Agreement is determined to be invalid, void, or otherwise unenforceable, that determination shall not affect the remaining part or portions of that provision, or any other provision, of this Agreement.

Contractor's rights and obligations under this Agreement, including, but not limited to, its right to any moneys, shall not be assigned without the written consent of Owner. Any assignment without Owner's consent shall be void. Time is of the essence in this Agreement. Both parties understand that this Agreement is a legally binding contract and have read and understood all of the provisions prior to signing.

#### **ARTICLE 12. Default by the Contractor; Termination**

12.1 If Contractor is adjudged bankrupt, has a receiver appointed for it, makes a general assignment for the benefit of creditors, refuses or fails to pay subcontractors, fails to diligently prosecute the work, or otherwise defaults or neglects to carry out the work in accordance with this Agreement, Owner may, after seven (7) days notice to Contractor and without prejudice to any other remedy Owner may have, make good such deficiencies and deduct the cost from the payments then or thereafter due Contractor and/or, at Owner's option, terminate this Agreement.

12.2 This Agreement may be terminated by Owner for convenience and without cause upon ten (10) days written notice to Contractor. Upon such termination, Contractor shall be entitled to payment for all work completed to the date of the termination, but not lost profits or overhead and profit on work not performed.

#### **ARTICLE 13. Payment of Prevailing Wage**

Contractor shall comply with, and cause all of its subcontractors, sub-subcontractors, and all others for whom Contractor is responsible with respect to performance of the work to comply with all applicable laws, rules and regulations regarding payment of prevailing wages to laborers and mechanics employed or working on the project. Contractor shall provide all affidavits, reports and other data required by such laws, rules and regulations. If Contractor fails to comply with the foregoing provisions, Contractor agrees to indemnify and save Owner harmless from any loss or damage which Owner may incur as a consequence of that failure.

#### **ARTICLE 14. General Terms and Conditions**

All parties agree that should any action at law or in equity be commenced by any party concerning the interpretation, implementation, or breach of this contract, such actions shall be commenced in the Court of Common Pleas of Union County, Ohio or in the Marysville

Municipal Court, located in Marysville, Ohio, if the amount in controversy should so permit. Notwithstanding any party's state of incorporation or other legal organization, or the location of any party's principal place of business, all parties acknowledge that either the Court of Commons Pleas of Union County, Ohio or the Marysville Municipal Court, located in Marysville, Ohio, has personal jurisdiction over all parties and that Union County, Ohio shall be the proper venue for all legal and equitable actions arising out of this bid and contract

In the event that mediation, arbitration, or alternative dispute resolution of any kind is required by this bid and contract or by applicable law, or if the parties herein agree to any form of mediation, arbitration, or alternative dispute resolution, the location of any hearing, meeting, investigation, fact-finding, or other activity related thereto, notwithstanding any other provision of this bid or contract, shall be located in the State of Ohio and shall not be farther than seventy-five (75) miles from the intersection of U. S. Highway 33 and U. S. Highway 36 in downtown Marysville, Ohio, in actual miles as determined by the shortest route from said intersection. This shall not preclude telephonic or electronic meetings or hearings or other conference calls including individual participants at farther distances.

The laws of the State of Ohio shall govern all aspects of this bid and contract.

This Agreement states the entire agreement between the parties and neither party shall be bound by any stipulation, representations, agreements or promises, oral or otherwise, not contained in this Agreement. This Agreement may be amended, supplemented or modified only by written instrument signed by both parties. Any notice required or permitted to be given to a party under the provisions of this Agreement shall be deemed given if mailed by certified or registered United States mail, postage prepaid, to the address of each party set forth at the beginning of this Agreement or such other address as may be provided by a party to the other party in writing. This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the respective parties.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in three original copies on the day and year first above written.

CONTRACTOR:  
\_\_\_\_\_

OWNER:  
BOARD OF UNION COUNTY COUNCIL OF  
GOVERNMENTS

Signature \_\_\_\_\_

Signature \_\_\_\_\_

(Typed Name)

(Typed name)

Title \_\_\_\_\_

Title \_\_\_\_\_

Vendor  
Federal Identification Number:

\_\_\_\_\_

OWNER:

\_\_\_\_\_

Signature \_\_\_\_\_

(Typed Name) \_\_\_\_\_

Title \_\_\_\_\_

OWNER:

\_\_\_\_\_

Signature \_\_\_\_\_

(Typed Name) \_\_\_\_\_

Title \_\_\_\_\_

**Certifications:**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Contractor herein; that \_\_\_\_\_ who signed this Agreement on behalf of the Contractor, was then \_\_\_\_\_ of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

\_\_\_\_\_

Pursuant to Ohio Revised Code Section 153.44, I hereby certify that this Contract and the Contract Documents incorporated herein have been executed in accordance with Ohio Revised Code Section 153.01 to 153.60, inclusive.

\_\_\_\_\_  
David W. Phillips, III  
Union County Prosecuting Attorney

PERFORMANCE AND PAYMENT BOND (OR BONDS)

Following the Form of Agreement, attach the approved form of the statutory surety bond or bonds to insure the performance of the Contract and payment of materials. In addition to the corporation signatures of the surety company on the bond, each bond should be countersigned by the surety company's attorney-in-fact, authorized to act within the state in which the project is situated.

EXHIBIT “A” – ADDENDUM  
DRUG FREE WORKPLACE PROGRAMS

The contractor shall be enrolled in and be in good standing in the drug-free workplace program of the bureau of workers’ compensation or a comparable program approved by the bureau that requires an employer to do all of the following:

(a.) Develop, implement, and provide to all employees a written substance use policy that conveys full and fair disclosure of the employer’s expectations that no employee be at work with alcohol or drugs in the employee’s system, and specifies the consequences for violating the policy.

(b.) Conduct drug and alcohol tests on employees in accordance with division (B)(2)(c) of this section and under the following conditions:

- (i) Prior to an individual’s employment or during an employee’s probationary period for employment, which shall not exceed one hundred twenty (120) days after the probationary period begins;
- (ii) At random intervals while an employee provides labor or onsite supervision of labor for a public improvement contract. The employer shall use the neutral selection procedures required by the United States Department of Transportation to determine which employees to test and when to test those employees.
- (iii) After an accident at the site where labor is being performed pursuant to a public improvement contract. For purposes of this division, “accident” has the meaning established in rules the administrator of workers’ compensation adopts pursuant to Chapters 4121. And 4123. of the Revised Code for the bureau’s drug-free workplace program, as those rules exist on the effective date of this section.
- (iv) When the employer or a construction manager has reasonable suspicion that prior to an accident an employee may be in violation of the employer’s written substance use policy. For purpose of this division, “reasonable suspicion” has the meaning established in rules the administrator adopts pursuant to Chapters 4121. and 4123. of the Revised Code for the bureau’s drug-free workplace program, as those rules exist on the effective date of this section.
- (v) Prior to an employee returning to a work site to provide labor for a public improvement contract after the employee tested positive for drugs or alcohol, and again after the employee returns to that site to provide labor under that contract, as required by either the employer, the construction manager, or conditions in the contract.

(c.) Use the following types of test when conducting a test on an employee under the conditions described in division (B)(2)(b) of this section:

- (i) Drug and alcohol testing that uses the federal testing model that the administrator has incorporated into the bureau's drug-free workplace program;
- (ii) Testing to determine the concentration of alcohol on an employee's breath is equal to or in excess of the level specified in division (A)(1)(d) or (h) of section 4511.19 of the Revised Code, which is obtained through an evidentiary breath test conducted by a breath alcohol technician using breath testing equipment that meets standards established by the United States Department of Transportation, or, if such technician and equipment are unavailable, a blood test may be used to determine whether the concentration of alcohol in an employee's blood is equal to or in excess of the level specified in division (A)(1)(b) or (f) or section 4511.19 of the Revised Code.

(d.) Require all employees to receive at least one hour of training that increases awareness of and attempts to deter substance abuse and supplies information about employee assistance to deal with substance abuse problems, and require all supervisors to receive one additional hour of training in skill building to teach a supervisor how to observe and document employee behavior and intervene when reasonable suspicion exists of substance use;

(e.) Require all supervisors and employees to receive the training described in division (B)(2)(d) of this section before work for a public improvement contract commences during the term of a public improvement contract;

(f.) Require that the training described in division (B)(2)(d) of this section be provided using material prepared by an individual who has credentials or experience in substance abuse training;

(g.) Assist employees by providing, at a minimum, at list of community resources from which an employee may obtain help with substance abuse problems, except that this requirement does not preclude an employer from having a policy that allows an employer to terminate an employee's employment the first time the employee test positive for drugs or alcohol or if an employee refuses to be tested for drugs, alcohol or both.

A contracting authority shall include all the following statements in the public improvement contract entered into between the contracting authority and a contractor for the public improvement:

(1) "Each contractor shall require all subcontractors with whom the contractor is in contract for the public improvement to be enrolled in and be in good standing in the Bureau of Workers' Compensations' Drug-Free Workplace Program or a comparable program approved by

the bureau that meets the requirements specified in section 153.03 of the Revised Code prior to a subcontractor providing labor at the project site of the public improvement.”

(2) “Each subcontractor shall require all lower-tier subcontractors with whom the subcontractor is in contract for the public improvement to be enrolled in and be in good standing in the Bureau of Workers’ Compensation’s Drug-Free Workplace Program or a comparable program approved by the Bureau that meets the requirements specified in section 153.03 of the Revised Code prior to a lower-tier subcontractor providing labor at the project site of the public improvements.”

(3) “Failure of a contractor to require a subcontractor to be enrolled in and be in good standing in the Bureau of Workers’ Compensation’s Drug-Free Workplace Program or a comparable program approved by the Bureau that meets the requirements specified in section 153.03 of the Revised Code prior to the time that the subcontractor provides labor at the project site will result in the contractor being found in breach of the contract and that breach shall be used in the responsibility analysis of that contractor or the subcontractor who was not enrolled in a program for future contracts with the state for five years after the date of the breach.”

(4) “Failure of a subcontractor to require a lower-tier subcontractor to be enrolled in and be in good standing in the Bureau of Workers’ Compensation’s Drug-Free Workplace Program or a comparable program approved by the Bureau that meets the requirements specified in section 153.03 of the Revised Code prior to the time that the lower-tier subcontractor provides labor at the project site will result in the subcontractor being found in breach of the contract and that breach shall be used in the responsibility analysis of that subcontractor or the lower-tier subcontractor who was not enrolled in a program for future contracts with the state for five years after the date of the breach.”

EXHIBIT "B" – ADDENDUM

The Contractor agrees to both of the following:

(A) That, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the work to which the employment relates;

(B) That no contractor, subcontractor, or any person on a contractor's or subcontractor's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color.

In the event that there is any breach of the provisions against discrimination set forth above, there shall be a forfeiture, pursuant to R.C. 153.60, as follows

That there shall be deducted from the amount payable to the contractor by the state or by any township, county, or municipal corporation thereof, under this contract, a forfeiture of twenty-five dollars for each person who is discriminated against or intimidated in violation of this contract;

That the contract shall be canceled or terminated by the state or by any township, county, or municipal corporation thereof, and all money to become due hereunder may be forfeited, for a second or subsequent violation of the terms of this section of the contract.