

FAIRFIELD COUNTY COMMISSIONERS

210 East Main Street

Lancaster, OH 43130

INVITATION TO BID

Pursuant to ORC 153.12

1. NOTICE TO BIDDERS

1.1 Purpose

The Fairfield County Commissioners are requesting sealed bids for the repair and improvement of existing asphalt parking lots, along with associated paint striping work, located at 239 East Main Street, Lancaster, Ohio, in Fairfield County.

The Owner's estimate of cost is \$125,000

1.2 Estimated Key Dates

The following are the estimated key dates associated with the ITB process. Bids received after 9:00a.m. EDT on the Bid Due Date (as defined below) will not be considered.

PUBLICATION DATE:	Tuesday, June 3, 2025
INQUIRY PERIOD BEGINS:	Friday, June 6, 2025, 8:00 a.m. EDT
PRE-BID MEETING:	Monday, June 9, 2025, 10:00 a.m. EDT
INQUIRY PERIOD ENDS:	Monday, June 16, 2025, 9:00 a.m., EDT
BID DUE DATE:	Thursday, June 19, 2025, 9:00 a.m., EDT
BID OPENING DATE:	Thursday, June 19, 2025, 9:00 a.m., EDT

There are references in this ITB to the Bid Due Date, which shall mean the date, and time that the Offeror's bid response is due at the Fairfield County Commissioners office in Lancaster, Ohio. Sealed Bids received after 9:00 A.M. on the Due Date will not be evaluated. Each bid must be submitted in a sealed envelope and marked on the outside as "PARKING LOT IMPROVEMENTS".

The Fairfield County Commissioners reserve the right to reject any or all bids in response to this ITB, and to waive any irregularities, nonconformities, or noncompliance with the terms of this ITB.

1.3 Additional Estimated Dates

CONTRACT AWARD NOTIFICATION:	Tuesday July 1, 2025
PURCHASE ORDER ISSUED:	Tuesday, July 1, 2025
CONTRACT NOTICE TO PROCEED DATE:	Wednesday, July 2, 2025
FINAL CONTRACT COMPLETION DATE:	TBD

1.4 Location for Bid Response Opening

The following is the site for the public opening of Offeror's bid response(s).

**Fairfield County Commissioners
Third (3rd) Floor Hearing Room
210 East Main Street
Lancaster, OH 43130**

2 EXECUTIVE SUMMARY

2.1 Purpose

This document is a request for bids to perform PARKING LOT IMPROVEMENT WORK under Section 153.12 of the Ohio Revised Code. The Work is to be performed in accordance with the plans and specifications included in this Invitation to Bid document. The Fairfield County Commissioners are soliciting competitive, sealed bids for the described work located in the downtown Lancaster, Ohio area. If a suitable offer is made in response to this Invitation to Bid (ITB), the Fairfield County Commissioners may enter into a contract to have the selected Offeror (the "Contractor") provide the described work.

Upon selecting the lowest and best bid, the Fairfield County Commissioners shall enter into a Contract with such person or entity in accordance with Revised Code Section 153.12. A contract for the described work shall be prepared by the Fairfield County Commissioners and submitted to the selected Offeror. This ITB provides details on what is required to submit a Bid for the Work, and what will be required of the Contractor in providing the described work. As used herein, the term "the Fairfield County Commissioners" shall also include any of their employees, agents, or representatives.

This ITB also gives the estimated key dates for the various events that are part of the submission process, selection process, and work commencement. While these dates are subject to change, the Fairfield County Commissioners will make efforts to adhere to the dates contained herein. Once a contract is awarded, the described work must be completed by the completion date agreed upon by the Fairfield County Commissioners and the Contractor.

2.2 Objectives

The purpose of this Invitation to Bid (ITB) is to solicit bids that fulfill the requirements, performance expectations, and deliverables as outlined in the Scope of Work and General Conditions Specifications (see Section 4). It shall be the successful Bidder's obligation to ensure that their personnel providing any work or services in accordance with this ITB are qualified to perform such work or services.

2.3 Calendar of Events

Significant dates in connection with this ITB are shown above and are subject to change. The Fairfield County Commissioners may change any one or more of the key dates at any time, however significant schedule changes before the Inquiry Period Begins are not expected. If schedule changes occur after the Inquiry Period Begins, all participants will be notified via email. Any such email announcements shall be considered as an addendum(s) to this ITB. It will be the responsibility of the prospective Offerors to notify the County that they intend to bid upon downloading bid documents, and to check his/her email on a regular basis for posted addendums, changes and other ITB information.

NOTE: A Pre-Bid Conference will be held at the JFS Conference Room, 239 East Main St., Lancaster, Ohio on Monday, June 9, 2025, 10:00 a.m. EDT, which all prospective bidders are encouraged to attend.

3 INSTRUCTIONS TO BIDDERS

3.1 **Purpose**

The following sections provide details on how to respond to this Invitation to Bid (ITB). All responses must be complete and in the prescribed format subject to the right of the Fairfield County Commissioners to waive any irregularities, nonconformities, or noncompliance with the terms of this ITB as set forth above.

3.2 **Contacts**

The following individual will be the representative of the Fairfield County Commissioners who may be contacted in connection with this Invitation to Bid (ITB).

Jason Grubb
Deputy Director of Facilities
740-652-7944
Jason.grubb@fairfieldcountyohio.gov

Bidders may obtain complete sets of the Invitation to Bid document posted on the Fairfield County website at: www.co.fairfield.oh.us, available for downloading by the bidder. Prospective bidders must notify Jason Grubb, Deputy Director of Facilities, of their intention to bid when downloading documents electronically, and provide their contact information to Jason Grubb.

3.3 **Inquiries**

Bidders may make inquiries regarding this ITB any time prior to the conclusion of the Inquiry Period set forth above in the Estimated Key Dates. Bidders must use email to make their inquiries. All inquiries must be addressed to and sent to Jason Grubb: Jason.grubb@fairfieldcountyohio.gov. The submission of oral, telephonic, facsimile or telegraphic inquiries **will not** be accepted.

3.4 **Preparation of Bid**

3.4.1 Submit a bid amount on the original Bid Form furnished by the Fairfield County Commissioners, in this document.

3.4.2 Sign Bid Form with name printed below signature.

3.4.3 All bids submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the party responding to the ITB.

3.4.4 Oral, telephonic, facsimile or telegraphic bids in response to this ITB will **not** be accepted.

3.4.5 Provide all the required attachments as follows:

- A) Bid Form
- B) Non-Collusion Affidavit
- C) EEO Certification
- D) Affidavit of Property Tax Liability
- E) Drug-Free Work Place
- F) Executed Ohio Law Acknowledgement Form
- G) Contractor References and Contact Information: The bidder shall provide references to the Owner for three (3) similar projects successfully completed including contact information.

- 3.4.6** Submit sealed bids in an opaque envelope plainly marked on the outside with the project title “BID FOR PARKING LOT IMPROVEMENTS”, bid date and time, and name of the Offeror.
- 3.4.7** If the bid is mailed, the sealed bid shall be enclosed in a separate mailing envelope with the notation “SEALED BID ENCLOSED” on the face of the bid envelope.
- 3.4.8** Mailing and delivery address is:

FAIRFIELD COUNTY BOARD OF COMMISSIONERS
Third Floor
210 East Main Street
Lancaster, Ohio 43130

- 3.4.9** Bidders shall be solely responsible for the timely delivery of their bid in response to this ITB in the manner and time prescribed. No bid shall be considered if it arrives after the time scheduled, as determined by the Fairfield County Commissioners.
- 3.4.10** Bids in response to this ITB that are unsigned, improperly prepared, contain arithmetical errors, alterations or irregularities of any kind, may, at the Fairfield County Commissioners discretion be declared unacceptable.
- 3.4.11** Bid Security: Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the form of bid bond, Ohio Revised Code Section 153.54(C), duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of at least 10% of the bid. Such cash, checks, or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cash, checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the Contract; or if no award has been made within thirty (30) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.
- 3.4.12** Performance Bond: The Contractor shall furnish a Payment and Performance Bond or Bonds in the amount of one hundred percent (100%) of the Contract price covering the faithful performance of the Contract and the payment of all obligations arising thereunder, with security satisfactory to the Owner. The Payment and Performance Bond shall also serve as a guarantee against defective material and workmanship in the said work covered by said Contract, provided however, that no suit, action or proceeding by reason of any defect whatever shall be brought upon this bond after two (2) years following the date of final acceptance of the work by Fairfield County, Ohio.

3.5 Contractor Pre-Qualification Verification Requirements

- 3.5.1** Qualified contractors will be required to submit the following documents before entering into a contract with the Fairfield County Commissioners:
- 1) A completed W-9 Tax Form (if not on file)
 - 2) A copy of your Workers Compensation Certificate
 - 3) Any required licenses and identification numbers
 - 4) Liability Insurance Certificates as follows:

Commercial General Liability:	Minimum \$1,000,000 per occurrence Minimum \$1,000,000 aggregate
Auto Liability:	Minimum \$1,000,000 per occurrence Minimum \$1,000,000 aggregate
Umbrella/Excessive Liability:	Minimum \$3,000,000 per occurrence

3.6 Laws and Regulations

- 3.6.1** The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over this project shall apply to this contract.

3.7 Occupational Safety and Health Administration

- 3.7.1** Special attention by the bidders is also directed to the requirements of OSHA. The successful contractor will be required to observe all provisions of the Act, which are by reference included in the specified provisions of these specifications as if actually reproduced herein and will be responsible for their full enforcement.

3.8 Award of Contract

- 3.8.1** The contract, if let, will be awarded to the lowest and best bid. In determining the awardee the following elements may be considered: whether the bidder maintains a permanent place of business; has adequate personnel and equipment to do the work safely, properly, and expeditiously; has suitable financial base to meet the obligations incidental to the work; has appropriate experience; has completed all items on the Bid Form; and has inserted no qualifying phrases or unbalanced items on the bid.
- 3.8.2** The Fairfield County Commissioners reserve the right to reject any and all bids in response to this ITB, and to waive any irregularities, nonconformities, or noncompliance with the terms of this ITB.
- 3.8.3** The bidder must be skilled in the use and interpretation of plans and specifications for this project and has found them free of ambiguity and sufficient for bidding purposes. Further, he/she has carefully examined the site of the work and from his/her own observations, is satisfied as to the nature and location of the work, the character, and the quality of the materials and the difficulties likely to be encountered, and other items, which may affect the performance of the work. He/she has based the bid solely on these documents, including any addenda and observations, and has not relied in any way on any explanation or interpretation, oral or written, from any other source. Therefore, the bidder agrees to hold the Fairfield County Commissioners harmless for his/her negligence, error, or omissions.
- 3.8.4** The Fairfield County Commissioners may consider any bids not prepared and submitted in accordance with the provisions hereof and may waive any formalities or irregularities in the bids submitted.

3.9 Time of Completion and Liquidated Damages

- 3.9.1** The final contract completion date shall be **90 calendar days** from the date of Notice to Proceed, to substantial completion of the parking lot work, final close-out documents and a final payment request is submitted.
- 3.9.2** Liquidated damages will be assessed at a rate of \$500 per day to the contractor for late completion and occupancy of the new parking area by the Owner, unless an approved contract extension is granted.

3.10 Payment Applications and Changes to the Work

- 3.10.1** Full payment shall be made upon satisfactory completion of the work, and all contract close-out requirements are met. If partial payment applications are requested, they shall be submitted on a monthly basis and shall be at a “percentage of work completed basis” for the various categories of work.
- 3.10.2** Payment requests must be submitted on the approved Schedule of Values, using the AIA G702 Application and Certificate for Payment form. The Schedule of Values must be approved prior to the first payment request.
- 3.10.3** Retainage: An amount of five percent (5%) of labor costs is to be withheld on monthly payments, and will be retained by the Owner until completion of the Contract as a guarantee that the Contractor will faithfully perform and completely fulfill the obligations and conditions imposed by this Contract, and will pay any damages caused the Owner by reason of any failure on his part to fulfill any or all of said obligations or conditions.
- 3.10.4** All changes to the Work involving a change in contract amount must be approved in advance by the Owner. The contractor will be required to submit a detailed labor and materials pricing breakdown for the change in contract scope for approval by the Owner and Architect. Change Orders will be authorized on a form designated by the Owner.

3.11 Contract Termination

- 3.11.1** Upon written notice to the contractor, the County may, without cause and without prejudice to any other right or remedy, elect to terminate the Contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus reasonable profit, unless such termination was due to the act or conduct of the Contractor.

3.12 Prevailing Wage

- 3.12.1** State Prevailing Wages shall be paid by the Contractor, and the Contractor shall comply with all administrative regulations required by the State of Ohio, Department of Commerce, Wage and Hour Administration.
- 3.12.2** Refer to the Prevailing Wage Rates applicable to this project, and to all other associated documents for prevailing wage compliance.

3.12.3 Prevailing Wage Rates can be viewed at: <https://com.ohio.gov/divisions-and-programs/industrial-compliance/wage-and-hour/guides-and-resources/view-prevailing-wage-rates>

4 GENERAL CONDITIONS AND SCOPE OF WORK

- 4.1 **Scope of Work:** The purpose of this Invitation to Bid (ITB) is to obtain bids for complete repair and improvement of asphalt parking areas, and installation of new full depth pavement as directed by the owner, along with the associated paint striping work. The project is located at The Fairfield County Government Services Center at 239 East Main Street, Lancaster, Ohio.
- 4.2 The Contractor shall provide a complete project as specified for the parking area, including all final construction and occupancy inspection approvals, ready for use by the County. The asphalt repair, resurfacing, and paint striping work for the parking areas includes all associated work indicated on the enclosed Construction Drawings, as the basis of design, along with the enclosed Project Specifications.
- 4.3 The Contractor shall include all costs in the bid to furnish all labor, materials, and equipment necessary to complete the project.
- 4.4 The Owner shall obtain and pay for any plan approval as required by the local Building Department. Contractor shall obtain and pay for all other required permits, and provide any required notices as necessary to perform the work.
- 4.5 If necessary, the Contractor is responsible to provide a field office and storage trailer on-site as necessary for the work, with temporary power, portable sanitation facilities, and all necessary temporary utilities.
- 4.6 The Contractor shall provide temporary construction fencing, if indicated on the contract drawings.
- 4.7 The Contractor will be encouraged to host a bi-weekly construction progress meeting at the jobsite field office, to be held on alternating Thursdays. The time will be agreed upon with the Owner.
- 4.8 Demolition and removal of all existing debris and spoils from the site is the responsibility of the contractor and must be performed in a timely manner. The project site must be maintained in a clean and organized manner.
- 4.9 Provide all necessary traffic signage and lane closure barriers for public streets, alleys, and sidewalks as required per the Ohio Manual of Uniform Traffic Control Devices. Submit a Maintenance of Traffic plan, if required, to the proper authority.
- 4.10 The contractor is required to maintain all public streets that are being used for trucking access to and from the site, in a clean condition.
- 4.11 Provide dust control during construction activities to meet County, City, and EPA requirements.

- 4.12** The Contractor must provide submittals of product literature and installation drawings for all items to be incorporated into the final Work, to the Engineer/Owner for review and approval prior to installation.

5. ADDITIONAL REQUIREMENTS

In addition to any other requirements herein, the Contractor shall comply with the requirements listed below:

- a. General requirements
- b. Coordination
- c. Security
- d. Fire safety
- e. Hazardous materials
- f. Cleaning
- g. Storage space use

5.1 General Requirements

5.1.1 The Contractor shall comply with all applicable ordinances, laws, and regulations. The Contractor shall obtain and pay for any and all required permits and inspections as needed.

5.1.2 The Contractor will remove from the site, as required, any existing materials resulting from excavation or demolition at the building site.

5.1.3 The Contractor shall provide a Liability Insurance Certificate, and Workers Compensation Certificate to the County prior to the start of work.

5.2 Schedule and Coordination

5.2.1 The Contractor shall coordinate all construction activities with the authorized representative of the Fairfield County Commissioners and with the Architect/Engineer and provide a written schedule of the work. The Project Schedule must be submitted and approved prior to the first payment application.

5.2.2 The Government Services Center parking lot will NOT be available for any work to be performed from September 24th – 26th due to an outdoor event.

5.3 Security

5.3.1 The Contractor shall maintain security of the project site and its contents at all times during the term of the contract and any extensions thereto.

5.4 Fire Safety

5.4.1 The Contractor shall comply with all local fire safety requirements.

5.4.2 The Contractor shall take every precaution to prevent fires.

5.5 Hazardous Materials

5.5.1 The Contractor is cautioned to check the premises where the new Work is to be located for the existence of hazardous materials during the progress of the work.

- 5.5.2** In the event materials are encountered during the work which may present a health hazard to workers, occupants, or the public, the Contractor shall take the following actions:
- a. Take immediate action to limit exposure or hazardous conditions.
 - b. Cease work in the area until suspected hazardous material can be identified.
 - c. Notify the Fairfield County representative of the condition. Such notification shall be made by the most expedient means with subsequent written confirmation.

- 5.5.3** Testing, identification, removal, or other processes to render hazardous materials safe within legal limits is to be provided by the Contractor, upon approval by the Owner.

5.6 Final Clean-Up

- 5.6.1** The Contractor shall perform periodic cleaning during the term of this agreement and maintain all surrounding areas in clean condition.

- 5.6.2** Upon final completion of the work, the Contractor shall perform sweeping of the roadway and surrounding parking areas to remove all dirt, mud, or debris.

CONTRACT FORM A
Fairfield County Commissioners
2025 PARKING LOT IMPROVEMENT PROJECT
BID FORM

Bids Must be submitted on this form only.
(Type or Print Clearly)

Prevailing Wage Rates Apply

REF. NO.	ITEM NO.	ESTIMATED QUANTITY (A)	UNIT (B)	DESCRIPTION (C)	<u>UNIT PRICE</u> <u>TOTAL</u> (D)	<u>TOTAL</u> <u>COST</u> (A x D)=(E) (E)
1	202	6817	SQ YD	Wearing Course Removed		
2	253	600	SQ YD	Pavement Repair, as Directed by Owner		
3	441	379	CU YD	1.5" Asphalt Concrete Surface Course, Type 1, (PG 64-22)		
4	407	341	GALLON	Non-Tracking Tack Coat (0.09 GAL/SY)		
5	624	1	LUMP	Mobilization		
6	641	1	LUMP	Pavement Marking		

TOTAL AMOUNT OF BID: \$ _____

Date

Authorized Signature of Contractor

Company Name

Printed Name

CONTRACT FORM B

NON-COLLUSION AFFIDAVIT

State of Ohio)
) SS:
Fairfield County)

I _____ being first duly sworn, deposes and says that
he/she is _____ (Sole Owner, a Partner, President, Secretary, etc.)
of _____

the party making the proposal; that such proposal is not made in the interest of or on behalf of any disclosed person, partnership, company, association, organization, or corporation, that such proposal is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead profit, or cost element of such bid price, or of that of any other bidder or to secure any advantage against Fairfield County; that all statements contained in such proposal are true; and further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, of 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, public official or employee, organization, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in this general business.

Signed: _____ Title: _____

SWORN to and SUBSCRIBED before me this ____ day of _____, 20____ in
_____ County, State of Ohio.

My Commission expires: _____

NOTARY PUBLIC

CONTRACT DOCUMENT C

Contractor Equal Employment Opportunity Certification

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

1. The undersigned will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The undersigned will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The undersigned agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this equal opportunity (federally assisted construction) clause.
2. The undersigned will, in all solicitations or advertisements for employees placed by or on behalf of the undersigned, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The undersigned will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the undersigned's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The undersigned will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The undersigned will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency of the Secretary of labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the undersigned's non-compliance with the equal opportunity (federally assisted construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part, and the undersigned may be declared ineligible for further Government contracts of federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as provided by law.
7. The undersigned will include this equal opportunity (federally assisted construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No 11246 of September 24, 1965, so that such provision will be binding upon each subcontract or vender. The undersigned will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor, as a result of such direction by the administering agency the undersigned may request the United States to enter into such litigation to protect the interest of the United States.

(Signature)

(Date)

(Name and Title of Signer, Please Print)

(Firm or Company Name)

CONTRACT FORM D

AFFIDAVIT OF CONTRACTOR OR SUPPLIER FOR NON~DELINQUENCY OF PERSONAL PROPERTY TAXES PER O.R.C. SECTION 5719.042

STATE OF OHIO)
) SS
COUNTY OF FAIRFIELD)

TO: Fairfield County Commissioners

The undersigned, being first duly sworn, having submitted a bid for:

hereby states that we were 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 you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list.

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

Contractor (Signature)

Sworn to before me and subscribed in my presence this ____ day of _____, 201__.

Notary Public
Commission Expires: _____

Seal

CONTRACT FORM E

DRUG FREE WORKPLACE

This is to certify that the undersigned Contractor complies with the Drug Free Workplace Act of 1988:

1. Any individual contractor must agree not to engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this contract.
2. All organizations covered by the Drug-Free Workplace Act of 1988 are required to provide a drug-free workplace.

In the event of the Contractor's non-compliance with the drug free workplace certification, contracts may be cancelled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further contracts.

Date

Authorized Signature of Contractor

Company Name

Print Name

CONTRACT FORM F

In entering into a contract with Fairfield County (hereinafter "County"), a political subdivision of the State of Ohio, _____ (hereinafter "Company") acknowledges that certain provisions, should and where they exist in the underlying contract, must be removed from the contract in order to comply with Ohio law. Pursuant to R.C. 307.901 and R.C. 5705.41(D)(1) (see, e.g., 2005 Ohio Atty.Gen. Ops. No. 2005-007), the County is prohibited by law from entering contracts that contain **any** of the following terms:

- 1) A provision that requires the County to indemnify or hold harmless another person;
- 2) A provision by which the County agrees to binding arbitration or any other binding extra-judicial dispute resolution process;
- 3) A provision that names a venue for any action or dispute against the County other than a court of proper jurisdiction in the County or that requires interpretation or governance under the laws of a state other than Ohio;
- 4) A provision that requires the County to agree to limit the liability for any direct loss to the county for bodily injury, death, or damage to property of the county caused by the negligence, intentional or willful misconduct, fraudulent act, recklessness, or other tortious conduct of a person or a person's employees or agents, or a provision that otherwise imposes an indemnification obligation on the County;
- 5) A provision that requires the County to be bound by a term or condition that is unknown to the county at the time of signing a contract, that is not specifically negotiated with the county, that may be unilaterally changed by the other party, or that is electronically accepted by a County employee;
- 6) A provision that provides for a person other than the prosecuting attorney, or an attorney employed pursuant to R.C. 305.14 or 309.09, to serve as legal counsel for the County;
- 7) A provision that is inconsistent with the County's obligations under R.C. 149.43;
- 8) A provision that limits the County's ability to recover the cost for a replacement contractor; or
- 9) A provision that subjects the County to the possibility of unknown future financial burdens. This includes attorney's fees, collection costs, liquidated damages, interest rates on delinquencies, or any other open-ended financial obligation term included in the agreement.

Considering Ohio law, the Company acknowledges the foregoing and hereby agrees to strike or remove any term that is prohibited under R.C. 307.901 and 5705.41(D)(1). The Company further agrees that if an offending term is not removed from the contract that the offending term is hereby unenforceable by operation of law.

Company Representative Signature and Title

Company Representative Name and Company

Date