

CUYAHOGA COUNTY BOARD OF HEALTH

REQUEST FOR PROPOSALS

RFP # 2018-02

**SELECTION OF CONTRACTOR FOR THE FINAL CLOSURE OF THE SILVER OAK
CONSTRUCTION AND DEMOLITION DEBRIS FACILITY, 26101 SOLON ROAD,
OAKWOOD VILLAGE, OHIO 44146**

RFP ISSUED: Thursday, December 13, 2018
INQUIRY PERIOD BEGINS: Thursday, December 13, 2018
PRE-PROPOSAL CONFERENCE: Tuesday, January 8, 2019 at 9:00 AM
INQUIRY PERIOD ENDS: Tuesday, January 15, 2019 at 4:30 PM
PROPOSAL DUE DATE: Tuesday, February 5, 2019 by 11:00 AM

Proposals received after the due date and time will not be evaluated and returned unopened

Issuing Department: Administration
Cuyahoga County Board of Health
5550 Venture Drive
Parma, Ohio 44130
(216) 201-2000

All inquiries should be directed to: Judy Wirsching, CFO
Cuyahoga County Board of Health
5550 Venture Drive
Parma, Ohio 44130
Phone: (216) 201-2000
bidquestions@ccbh.net

Offerors must note that all proposals and other material submitted will become the property of the Cuyahoga County Board of Health (CCBH) and may be returned only at the discretion of CCBH. Proprietary information should not be included in a proposal or supporting materials because CCBH will have the right to use any materials or ideas submitted in any proposal without compensation to the offeror. Additionally, all proposals will be open to the public after the award of the contract has been posted on the CCBH website.

This RFP consists of four (4) parts and seven (7) appendices totaling thirty-four (34) pages plus a conceptual study comprised of eight (8) pages. Please verify that you have a complete copy.

ALL RESPONSES SHALL BE MARKED AS:

“SEALED BID”

REQUEST FOR PROPOSALS

**SELECTION OF CONTRACTOR FOR THE FINAL CLOSURE OF THE SILVER OAK
CONSTRUCTION AND DEMOLITION DEBRIS FACILITY, 26101 SOLON ROAD,
OAKWOOD VILLAGE, OHIO 44146 FOR THE CUYAHOGA COUNTY DISTRICT
BOARD OF HEALTH**

**PROPOSALS ARE TO BE MAILED OR HAND-DELIVERED DIRECTLY TO THE
ISSUING DEPARTMENT SHOWN ABOVE. ANY PROPOSAL RECEIVED AFTER
THE TIME AND DATE SPECIFIED ABOVE WILL BE RETURNED AND UNOPENED.**

PUBLIC NOTICE

REQUEST FOR PROPOSALS

RFP # 2018-02

The Cuyahoga County Board of Health is soliciting sealed proposals for the selection of a contractor with a background in the construction and demolition debris industry and in good standing with the Cuyahoga County Board of Health to complete the closure of the Silver Oak construction and demolition debris facility located at 26101 Solon Road, Oakwood Village, Ohio 44146. Completed proposals must be submitted to the Cuyahoga County Board of Health, 5550 Venture Drive, Parma, Ohio 44130 no later than **11:00 AM** local time on Tuesday, February 5, 2019.

A pre-proposal conference is scheduled for Tuesday, January 8, 2019 at 9:00 AM at the Cuyahoga County Board of Health, 5550 Venture Drive, Parma, OH 44130. Attendees of the pre-proposal conference will be given the opportunity to visit the Silver Oak facility at the conclusion of the meeting. Attendance is recommended but not mandatory. Please RSVP to bidquestions@ccbh.net if you plan on attending.

This notice and proposal may be viewed at the following Board website: www.ccbh.net by clicking on the “Business” tab on the home page. Questions prior to the pre-proposal conference must be emailed to bidquestions@ccbh.net.

Judy Wirsching, CFO

Published in the Cleveland Plain Dealer on Thursday, December 13, 2018

Proprietary Statement

This specification document in whole and or in part is the property of the Cuyahoga County Board of Health (hereinafter Board) and shall not be used for any purposes other than those expressly defined herein. The reproduction or dissemination of this document is strictly prohibited without the expressed written approval of the Board.

Commencement of Contract Performance

In order to protect the interests of the Board, a contract must be executed by the Board before the application set forth in this specification can be provided. The contract will not be processed and executed by the Board until the documents required in this specification are received by the Board from the successful Respondent. If a contract cannot be negotiated within fifteen (15) days of notification to the designated Respondent, the Board may terminate negotiations with the Respondent and negotiate a contract with another Respondent.

Project Description

The Cuyahoga County Board of Health is soliciting sealed proposals for the selection of a contractor with a background in the construction and demolition debris industry and/or conducting landfill closure activities and in good standing with the Cuyahoga County Board of Health to complete the closure of the Silver Oak construction and demolition debris facility located at 26101 Solon Road, Oakwood Village, Ohio 44146 in accordance with the rules set forth in Section 3745-400-12 of the Ohio Administrative Code.

A wetland study is required and has been commissioned and is ongoing and may affect the ultimate approved proposal. Therefore, the contract awarded as a result of this RFP is contingent on the report of findings from the Waters of the United States delineation (wetlands study) and the determination of jurisdictional wetlands or waterbodies.

Diversity Statement

As a local public health department, CCBH is a separate political subdivision of the State of Ohio and its jurisdiction includes a very diverse population comprised of a diverse workforce, businesses and community stakeholders. CCBH has a compelling interest in providing equal contracting opportunities to a diverse range of businesses and persons. Accordingly, CCBH will actively encourage and solicit the participation of diverse vendors and/or suppliers in its solicitation of bids for this project.

All potential suppliers who are able to provide high-quality, cost competitive products and services will be considered regardless of characteristics including race, color, religion, gender, age, or national origin.

The CCBH Supplier Diversity Policy has been adopted, not as a response to outside regulatory agencies or mandatory requirements, but as an effort to strengthen ties with the communities in which CCBH does business.

All potential suppliers are invited to register their business, including their product, commodity or service, with CCBH.

Specifications are included herein. The winning bidder shall have adequate capacity to complete project within a five (5) year time period unless otherwise approved by CCBH.

I. NOTICE TO RESPONDENTS

Sealed proposals will be received in the Office of the Chief Fiscal Officer of the Cuyahoga County Board of Health, 5550 Venture Drive, Parma, Ohio 44130 until 11:00 AM, (local time), Tuesday, February 5, 2019 for the following:

Selection of contractor for the final closure of the Silver Oak construction and demolition debris facility, 26101 Solon Road, Oakwood Village, Ohio 44146.

Services are to be provided and completed within a five (5) year time period from the date of signing the contract unless otherwise approved by CCBH.

II. PROPOSAL REQUIREMENTS

A. PRE-PROPOSAL CONFERENCE

There will be a pre-proposal conference on Tuesday, January 8, 2019 at 9:00 AM.

The pre-proposal conference will be held at the Cuyahoga County Board of Health, 5550 Venture Drive, Parma, OH, 44130. Attendees of the pre-proposal conference will be given the opportunity to visit the Silver Oak facility at the conclusion of the meeting.

It is recommended that interested respondents attend the pre-proposal conference but it is not mandatory.

Subsequent to the pre-proposal conference, refer to the Cuyahoga County Board of Health website www.ccbh.net by clicking on the "Events" tab on the home page, for current updates, forms, and questions and answers.

B. ADDENDA

Any changes or additions to the specifications will be delineated in the form of an addendum which will be mailed to all interested Respondents who are known to the Office of the Chief Financial Officer to have received a complete set of proposal documents. No addenda will be issued later than seventy-two (72) hours prior to the date for receipt of proposals.

All prospective respondents shall be responsible for routinely checking the Cuyahoga County Board of Health website (www.ccbh.net) for issued addenda and other relevant information.

The Board shall not be responsible for the failure of a prospective respondent to obtain

addenda and other information issued at anytime, related to this RFP.

C. PROPOSAL SUBMISSION DEADLINE

The proposal documents must be received at the following location no later than 11:00 A.M. local time on the date below:

**Tuesday, February 5, 2019
Cuyahoga County Board of Health
Office of the Chief Fiscal Officer
5550 Venture Drive
Parma, Ohio 44130**

LATE PROPOSALS WILL NOT BE ACCEPTED.

The official clock for the determination of 11:00 A.M., local time shall be the time clock located in the Board's Administrative Offices at the address shown above.

The proposal documents shall be submitted in a sealed envelope which is clearly identified with the above address and a description of the work to be performed as provided in the specification.

PROPOSALS SENT BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

D. TECHNICAL REQUIREMENTS

Refer to Appendix 1-4 Scope of Work and Respondent Pricing Sheet.

E. PROPOSAL DOCUMENT REQUIREMENTS

The Respondent shall submit the following documents with the proposal:

1. Pricing Document(s) **(ORIGINAL SIGNATURE ONLY)**

All Respondents submitting proposals must submit their document signed.

The pricing document information is in Appendix 1-4.

2. Non-Collusion Affidavit **(ORIGINAL SIGNATURE & NOTARIZED)**

All Respondents submitting proposals must submit this signed and notarized document for the proposal to be considered.

3. Respondent's Reference Sheet – Appendix 1-1.

All Respondents submitting proposals must submit this document for the proposal to be considered.

4. All Bidders are required to submit a Bid Guaranty with their bid proposal in order to be considered in the evaluation process.

§153.54 of the Ohio Revised Code [Bid guaranty to be filed with bid] provides that (A) Each person bidding for a contract with the state or any political subdivision, district, institution, or other agency thereof, excluding therefrom the department of transportation, for any public improvement shall file with the bid, a bid guaranty in the form of either:

(1) A bond in accordance with division (B) of this section for the full amount of the bid;

(2) A certified check, cashier's check, or letter of credit pursuant to Chapter 1305 of the Revised Code, in accordance with division (C) of this section. Any such letter of credit is revocable only at the option of the beneficiary state, political subdivision, district, institution, or agency. The amount of the certified check, cashier's check, or letter of credit shall be equal to ten per cent of the bid.

Bid Guaranty's will be returned, to all unsuccessful bidders, immediately. The bid guaranty will be returned to the successful bidder upon execution of a contract.

Blank copies of documents listed under Items 1, 2, and 3 above have been included in the Appendix of this specification for completion and submission by the Respondent.

DOCUMENTS LISTED UNDER 1 AND 2 MUST HAVE ORIGINAL SIGNATURES.

COPIES WILL BE ACCEPTABLE ONLY IF THEY CONTAIN ORIGINAL SIGNATURES IN BLUE INK.

IN ADDITION ONLY THE NON-COLLUSION AFFIDAVIT SHALL BE NOTARIZED.

PROPOSALS THAT DO NOT CONTAIN THE PRICING DOCUMENT WITH AN ORIGINAL SIGNATURE, A NOTARIZED NON-COLLUSION AFFIDAVIT WITH AN ORIGINAL SIGNATURE, AND THE RESPONDENT'S REFERENCE SHEET WILL BE REJECTED.

III. PROPOSAL EVALUATION

A. CRITERIA TO BE EVALUATED

1. REQUIRED DOCUMENTS

All documents required in Section II.E. PROPOSAL DOCUMENT REQUIREMENTS must be submitted.

2. TECHNICAL REQUIREMENTS

All specifications outlined in Section II.D. TECHNICAL REQUIREMENTS must be met.

3. **MBE PARTICIPATION** In the Evaluation Scoring Formula of the RFP, Offerors who are identified as a qualified State of Ohio or local government certified MBE will receive the maximum number of ten (10) points as set forth in the RFP. A Offeror who identifies one or more qualified State of Ohio or local government certified MBE subcontractor(s) and has the highest percentage of its cost proposal set aside exclusively for identified State of Ohio or local government certified MBE subcontractors' Work will receive the maximum number of ten (10) points. All other Offerors who identify one or more qualified State of Ohio or local government certified MBE subcontractors at a percentage lower than the highest will receive five (5) points. Offerors who do not identify a percentage to be set aside for State of Ohio or local government certified MBE subcontractor(s) or do not identify one or more State of Ohio or local government certified MBE subcontractor(s) will receive zero (0) points.

B. METHOD OF EVALUATION

The Board will review all information submitted by the Respondent and compare it to the requirements outlined in this RFP. All documents which are submitted as part of the sealed proposal process shall be evaluated. The Board reserves the right to negotiate further with one or more Respondents who submit proposals that are responsive to the requirements herein. The contract shall be awarded to the Respondent with whom the Board negotiates the best and/or lowest proposal. No consideration will be given to proposals which offer incentives or concessions.

If the Offeror's proposal includes use of State of Ohio or local government certified MBE subcontractors, the Offeror must (a) state the specific percentage of the cost of the Work that it will set aside for State of Ohio or local government certified MBE subcontractors only; (b) identify the State of Ohio or local government certified MBE subcontractors including name, address and where certified; and (c) identify proposed portions of the Work to be performed by the State of Ohio or local government certified MBE subcontractors.

The contract shall be awarded to the Respondent with whom the Board negotiates the best and/or lowest proposal. No consideration will be given to proposals which offer incentives or concessions.

Responses must be submitted with one (1) original and five (5) copies. All proposals submitted will become the property of the Board and will not be returned. The original proposals shall be postmarked as such or be readily identifiable as the original.

The following terms and conditions shall apply to the proposals:

1. No proposal shall be withdrawn after it has been deposited with the Board of Health.
2. All proposals submitted will be in effect for sixty (60) calendar days from the due date. Proposals will be accepted or rejected within this period.
3. The Board assumes no responsibility or liability for costs incurred in the preparation and/or submission of any proposal.
4. Corrections of errors in a proposal after the opening of proposals shall not be allowed except for extension errors and/or math errors which are clearly evident.

Correction of errors allowed by this paragraph must be accomplished within two (2) working days after the opening of proposals.

5. The Board reserves the right to consider all elements entering into the question of determining the responsibility of a Respondent.
6. The Board reserves the right to reject any or all proposals for any reason.
7. Any proposal which is incomplete, conditional, obscure, or which contains additions or deletions not called for or irregularities of any kind shall be rejected.
8. To ensure fair consideration for all respondents the Board **prohibits** prospective respondent's communication with any department or employee during the submission process. Questions relative to the specifications on the proposal shall be addressed during the pre-proposal conference.
9. Pursuant to Section 149.43 of the Ohio Revised Code, the proposal may be considered a public record and be released upon request.

The Board will treat any documents submitted with the proposal as a public document unless informed in writing by Bidder that it considers the document to contain trade secrets under Ohio law. The Board may require additional information in support of such a claim.

10. It is understood that time is of the essence and this provision applies to all terms and conditions contained herein.

IV. AWARD OF CONTRACT - REQUIREMENTS

See attached Appendix 1-3 for Contract Terms and Conditions.

A. AWARD OF THE CONTRACT

CONTRACT AWARD. CCBH plans to award the Contract based on the schedule in the RFP, if CCBH decides the Project is in the best interests of CCBH and the State and has not changed the award date.

The signature page for the Contract is included in Appendix 1-3 of this RFP. In order for an Offeror's Proposal to remain under active consideration, the Offeror must sign, the one (1) copy enclosed, in blue ink and return the signed Contract to CCBH with its response. Submittal of a signed Contract does not imply that an Offeror will be awarded the Contract. In awarding the Contract, CCBH will issue an award letter to the selected Contractor. The Contract will not be binding on CCBH until the duly authorized representative of CCBH signs the original copy and returns one (1) copy to the Contractor, the Agency issues a purchase order, and all other prerequisites identified in the Contract have occurred.

CCBH expects the Contractor to commence work within thirty (30) days of contract award or access to the site is obtained, whichever is applicable. If CCBH awards a Contract pursuant to this RFP and the Contractor is unable or unwilling to commence the work, CCBH reserves the right to cancel the Contract and return to the original RFP process and evaluate any remaining Offeror Proposals reasonably susceptible of being selected for award of the Contract. The evaluation process will resume with the next highest ranking, viable Proposal.

CONTRACT. If this RFP results in a Contract award, the Contract will consist of this RFP including all attachments, written addenda to this RFP, the Contractor's accepted Proposal and written authorized addenda to the Contractor's Proposal. It will also include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. This RFP, as amended;
2. The documents and materials incorporated by reference in the RFP;
3. The Offeror's proposal, as amended, clarified, and accepted by CCBH; and
4. The documents and materials incorporated by reference in the Offeror's Proposal.

Notwithstanding the order listed above, change orders and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract.

B. PAYMENT PROCESSING

The Board will pay the successful Respondent per the terms of the agreement.

C. MISCELLANEOUS

If any Respondent finds any perceived conflict, error, omission or discrepancy on or between any provision of this RFP or between any part of the RFP and any applicable provision of law, the Respondent shall submit a written request for interpretation or clarification to **bidquestions@ccbh.net**.

Appendix

Respondent's Reference Sheet.....1-1

Non-Collusion Affidavit.....1-2

Contract Terms and Conditions.....1-3

Board of Health Scope of Work/Respondent Pricing Sheet1-4

Conceptual Study1-5

Evaluation Form.....1-6

RFP Checklist.....1-7

Appendix 1-1

RESPONDENT'S REFERENCE SHEET

INSTRUCTIONS: List a minimum of three (3) organizations to whom you have provided like services to that being requested in the specification. Provide all data requested below for each reference listed. Use additional sheets if desired.	
ORGANIZATION'S NAME:	CONTACT PERSON'S NAME:
ORGANIZATION'S FULL ADDRESS:	CONTACT PERSON'S TELEPHONE NUMBER: DATE SERVICE(S) PROVIDED:
SPECIFY THE SERVICES PROVIDED:	
ORGANIZATION'S NAME:	CONTACT PERSON'S NAME:
ORGANIZATION'S FULL ADDRESS:	CONTACT PERSON'S TELEPHONE NUMBER: DATE SERVICE(S) PROVIDED:
SPECIFY THE SERVICES PROVIDED:	
ORGANIZATION'S NAME:	CONTACT PERSON'S NAME:
ORGANIZATION'S FULL ADDRESS:	CONTACT PERSON'S TELEPHONE NUMBER: DATE SERVICE(S) PROVIDED:
SPECIFY THE SERVICES PROVIDED:	

Appendix 1-2

NON-COLLUSION AFFIDAVIT

(THIS AFFIDAVIT MUST BE EXECUTED FOR THE PROPOSAL TO BE CONSIDERED)

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

_____ being first duly sworn, deposes and says that he/she is _____ of the party making the foregoing proposal: that such proposal is genuine and not collusive or sham: that said Respondent has not colluded, conspired, connived or agreed, directly or indirectly, with any contractor or person to put in a sham proposal, or that such other person shall refrain from bidding and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the price of affiant or any other contractor, or to fix any overhead, profit or cost element of said price, or of that of any other contractor, or to secure any advantage against the Cuyahoga County Board of Health or any other persons interested in the proposed contract; and that all statements contained in said proposal are true; and further that all statements contained in said proposal are true; and further that such contractor has not, directly or indirectly submitted this proposal, or contents thereof, or divulged information relative thereto to any association or to any member or agent thereof.

FURTHER AFFIANT SAYETH NAUGHT.

AFFIANT

Sworn to and subscribed before me this _____ day of _____ 2019.

NOTARY PUBLIC

My commission expires:

**FINAL CLOSURE – SILVER OAK CONSTRUCTION AND DEMOLITION
DEBRIS FACILITY**

between

Cuyahoga County Board of Health

And

XXX

Property Address:

This Contract, made and entered into by and between **Cuyahoga County, a political subdivision of the State of Ohio, on behalf of the Cuyahoga County Board of Health (“Board”)**, and _____ an Ohio _____ (“Contractor”), located at _____ .

WHEREAS, the Board is a statutory agency with delegated authority to oversee licensing, inspection, operation and closing activities at Construction and Demolition Debris (C&DD) facilities within its jurisdiction, and

WHEREAS, Silver Oak C&DD Landfill is a facility that has been closed and subject to enforcement actions by the Ohio EPA resulting in a Consent Order issued by the Cuyahoga County Common Pleas Court and which landfill is in need of certain closure activities, namely, capping and appropriate vegetation, and

WHEREAS, the Board has published a request for proposal (RFP) for the purpose of contracting with an entity capable of performing certain construction activities that will assist in capping the Silver Oak landfill and providing appropriate vegetation, and

WHEREAS, Contractor is in the business of providing the services described in this Agreement, as an independent contractor, has the knowledge, skill, and resources to provide such services, and desires to perform such services for or on behalf of the Board, and

WHEREAS, the Board is willing to retain Contractor to provide such services in accordance with the terms and conditions of this Agreement and the RFP.

- 1) **SCOPE OF WORK:** The scope of work for this contract is set forth in the completed Appendix 1-4 of the RFP attached hereto and incorporated herein by reference.
- 2) **EFFECTIVE DATE OF CONTRACT:** The Contract shall become binding upon the parties concerned when both parties have properly signed the Contract and a written Proceed Order has been issued. If a Proceed Order is not issued within 90 calendar days of submission of the contractor’s proposal, the Contractor may withdraw its proposal.
- 3) **TIME FOR PERFORMANCE:** All work to be performed by the Contractor shall be completed in accordance with the schedule specified in the RFP which is not to exceed _____ **calendar days after the date of the Proceed Order.**

Notwithstanding the aforesaid, the Contractor is excused from the performance time requirement if, during the progress of the work, an extension for a definite period of time is authorized in writing by the Board, or delay is caused by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any other causes completely beyond the Contractor's control.

- 4) **WORK PRACTICES:** The Contractor is to provide all labor, material and equipment necessary to complete all aspects of the work in the Contract. All materials and equipment shall be installed in accordance with the manufacturer's specifications applicable. All labor shall be done by skilled mechanics, qualified and competent to perform the best grade of workmanship as usually recognized in the trucking, construction, recycling industry. The work shall also comply with requirements of all current versions of applicable national, state and local regulations. Where there is a conflict between this Specification and the cited federal, state or local regulations or guidelines, the more restrictive or stringent requirements shall prevail. The Board reserves the right to have personnel removed from the job who are not performing their services in a workmanlike manner.

The job site must be left clean and must pass final inspection by the Cuyahoga County Board of Health and/or the Ohio EPA prior to final payment under this contract.

- 5) **COMPLIANCE WITH CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS:** Congress has enacted Pub. L. 112-239, January 2, 2013 which mandates a pilot program entitled, "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections." Pursuant to this law, the Agency shall certify that it is in compliance with this law which certification shall verify that the Agency did require all of its grantees, their subgrantees and subcontractors to:

1. Inform their employees working on any Federal award they are subject to the whistleblower rights and remedies of the pilot program;
2. Inform their employees in writing of employee whistleblower protections under 41U.S.C. 4712 in the predominant native language of the workforce; and,
3. Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

- 6) **SUBSTITUTIONS/CHANGES:** All changes in the Contract (material, labor, etc.) shall be approved in advance by the Board and Contractor on a written Change Order Document.

- 7) **UTILITIES:** The contract price is based on the Contractor furnishing the cost of any and all utilities such as light, heat, power and water necessary for the completion of the work.

- 8) **PERMITS/LICENSES:** All permits and licenses necessary for the completion and execution of the work shall be secured and paid for by the Contractor. All work shall be performed in conformance with all applicable federal, State, and local laws, regulations, codes and requirements. If the Contractor performs contrary to such laws, ordinances, etc., he shall bear all costs to correct the work.

1. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold the Board, all of its departments, agents and employees harmless from any and all liabilities, obligations, claims, costs and expenses

caused by or resulting from the Contractor's performance or nonperformance of the obligations or activities contemplated by this Agreement.

The Contractor shall reimburse the Board, all of its departments, agents and employees for any judgments or liens which may be obtained against the Board, all of its departments, agents and employees resulting from the Contractor's performance or nonperformance of the obligations or activities contemplated by this Agreement, including judgments or liens for infringements of intellectual property rights of third parties.

The Contractor agrees to defend the Board, all of its departments, agents and employees against any such claims, legal actions, or liens if called upon by the Board to do so. The Contractor acknowledges that this Agreement involves the use of public funds and as such is subject to audit by public agencies granting funds to the Board. The Contractor shall fully indemnify and repay the Board for any reimbursed costs of the Contractor which are subsequently disallowed by the funding public agencies and which must be refunded by the Board to such agencies.

- 9) **INSURANCE:** Contractor will at all times during the Term and for a period of three (3) years after the expiration or termination of this Agreement, at its own cost and expense, carry, maintain, and have in force, covering all matters, claims, and losses associated with this Agreement and the performance of the Services, the minimum insurance and coverage limits set forth in Exhibit A, and Contractor will comply with all other requirements set forth in Exhibit A.
- 10) **INSPECTION OF WORK:** The Board and/or Ohio EPA or their inspector(s) shall at all times have access to the work. If such work should be found not in accordance with this contract the Contractor shall pay such cost.
- 11) **DEFECTS AFTER COMPLETION:** The Contractor shall guarantee the work performed for a period of two (2) years from the date of final acceptance of all work required by the Contract. Any defects that appear within this two (2) year period and arise out of defective or improper materials or workmanship shall be corrected and made good by the Contractor at his expense. The Contractor shall submit a bond for this obligation in an amount to be agreed upon by the Board.
- 12) **ANTI-KICKBACK RULES:** Salaries of architects, draftsmen, technical engineers, and technicians performing work under the Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 STT. 108; Title 18 U.S.C., Section 874; and Title 40 U.S.C., Section 276 c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under the Contract to insure compliance by Subcontractors with such regulations, and shall be responsible for the submission of affidavits required of Subcontractors thereunder except as the Secretary of Labor may specifically provide for variation of or exemption from the requirements thereof.
- 13) **EQUAL EMPLOYMENT OPPORTUNITY:** During the performance of the Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.
 - B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
 - C. The Contractor will cause the foregoing provisions to be inserted in all Subcontracts for any work covered by the Contract so that such provisions will be binding upon each Subcontractor provided that the foregoing provisions shall not apply to Contracts or Subcontractors for standard commercial supplies or raw materials.
 - D. The Contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous place available to employees and applicants for employment.
 - E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development, or pursuant thereto, and will permit access to his books, records and accounts by the Secretary of Housing and Urban Development, or his designee, and the Secretary of Labor for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of the Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for future Government contractors or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 14) **DEFAULT AND TERMINATION FOR CAUSE:** In case the Contractor fails to furnish materials or execute work in accordance with the provisions of the Contract, or fails to proceed with or complete the work within the time specified in the Contract, or if the provisions of the Contract are otherwise violated by the Contractor, then in any case upon ten (10) days written notice to the Contractor, the Board shall have the right to declare Contractor in default in the performance of his obligations under Contract. Said notice shall contain the reason for the Board's intent to declare Contractor in default and unless within ten (10) days after service of said notice, the violation shall cease or satisfactory arrangements shall be made for its correction, the Contractor, by written notice, may be declared in default and his right to proceed under the Contract terminated. In the event the Contractor is thus declared to be in

default, the Board, after notifying the Contractor, will proceed to have the work completed, shall apply to the cost of having the work completed any money due to Contractor under the Contract, and the Contractor shall be responsible for any damages resulting to the Board by reason of said default.

- 15) **METHOD OF PAYMENT:** a. **Compensation.** Payments to the Contractor made under this Agreement will be on a reimbursement basis and shall not exceed the total of _____ during the term of this agreement.

The Board will compensate Contractor for all satisfactorily completed Services in accordance with the payment terms set forth on the attached Exhibit A and/or the applicable SOW and Section 3(b) below.

b. Invoices and Payment. Contractor will submit quarterly invoices to Board, setting forth in detail the Services completed by the Contractor Parties during the immediately preceding quarter and the basis and support for amount claimed to be owing (an "Invoice"). All payments to Contractor will be strictly conditioned upon the Services having been completed through the applicable period in accordance with the terms of the applicable SOW and this Agreement and Contractor taking such actions and completing, executing, and submitting to Board such documents, instruments, or forms as Board may reasonably request. The Board will generally pay Contractor within forty-five (45) days after the Receipt Date or after Board notifies Contractor of any adjustments to the Invoice, whichever date is later. Quarterly payments may be delayed if:

- Required expense or program reports have not been submitted by due date and approved by the Board;
- Expense reports do not contain required supporting documentation;
- A required budget application or budget revision request, if applicable, has not been submitted to and approved by the Board; or
- Specified special conditions have not been met by the Contractor.
- At the discretion of the Board, the results of a program audit or program monitoring may warrant the delay.

c. Accuracy of Invoices. Contractor will submit complete and accurate Invoices for all Services. Any falsification or concealment of material fact made by Contractor when submitting Invoices will constitute a material breach of this Agreement and may be prosecuted under applicable federal and state law.

- 16) **LIEN WAIVERS AND WARRANTIES REQUIRED:** Before Contractor requests a payment; he shall give the Board good and sufficient evidence that the premises are free from liens, damages, or claims against the Contractor. The Board shall reserve the right to retain out of the payment then due or thereafter to come due, an amount sufficient to indemnify the Board against all such liens, damages, and claims until the same shall be effectually satisfied, discharged and canceled. The invoice requesting Final Payment must also have attached all manufacturers and supplier's written guarantees and warranties covering materials and equipment furnished under this Contract. Neither final certificate nor payment shall relieve the Contractor of responsibility for negligence, faulty materials, or faulty workmanship within the period provided by the Board.

- 17) **INDEPENDENT CONTRACTOR:** No agency, employment, joint venture or partnership has been or will be created between the parties hereto pursuant to the terms and

conditions of this agreement. Inasmuch as the Board is interested in the Agency's end product, the Board does not control the manner in which the Agency performs this contract. The Board is not liable for the workers' compensation or unemployment compensation payments required by Chapters 4123 and 4141 of the Ohio Revised Code, respectively. In addition, the Agency assumes responsibility for all tax liabilities that result from compensation paid to the Agency by the Board. The Board will report any payment made under this contract to the Internal Revenue Service on Form 1099.

No provision contained in this contract shall be construed as entitling the Agency to participate in hospital plans, medical plans, sick leave benefits, vacation, and other benefits available to employees of the Board or to become a member of the Public Employees Retirement System (Chapter 145 of the Ohio Revised Code.).

- 18) **DISPUTE RESOLUTION PROCESS:** Board and contractor agree that any dispute or claim concerning this agreement, the project or services provided, including whether or not the dispute or claim is arbitrable, will be resolved in the following manner. First, notice of such dispute or claim must be submitted within seven (7) days of the date the dispute first arose. Notice shall be in writing and shall be sent to the other party at the place identified in Section 22 below. The dispute or claim shall be heard by the Board Contract Review Committee who shall have thirty (30) to review and make a determination or achieve a satisfactory resolution. Thereafter, if not resolved, the aggrieved party shall have the right to file the matter in arbitration as follows.

Within ten (10) business days of the final decision of the Contract Review Committee, either party may submit the dispute or claim to arbitration. The arbitration proceedings will be conducted under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time a demand for arbitration under the Rules is made. Arbitration shall be filed and all hearings conducted in Cuyahoga County, Ohio. The decision of the arbitrators, including determination of the amount of any damages suffered, will be exclusive, final and binding on the Board and Contractor, their heirs, executors, administrators, successors and assigns.

- 19) **NOTICES:** All notices, invoices and correspondence which may be necessary or proper for either party shall be addressed as follows:

TO THE BOARD:

Cuyahoga County District Board of Health
Attention: _____
Director - _____
5550 Venture Drive
Parma Ohio 44130

FOR THE AGENCY:

Agency Name
Attention:
Address
City

- 20) **UNRESOLVED FINDING FOR RECOVERY:** Ohio Revised Code Section 9.24 prohibits the award of a contract to any Agency against whom the Auditor of the State has issued a finding for recovery, if the finding for recovery is "unresolved" at the time of the award. By executing this contract, the Agency warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under the Ohio revised Section 9.24.
- 21) **PROHIBITED AFFILIATIONS; SUSPENSION AND DEBARMENT:** Contractor certifies, represents, and warrants that (a) none of the Contractor Parties is suspended and/or debarred from doing business with state and/or federal government programs and (b) all Contractor Parties have been cleared of debarment from the following websites, prior to executing this contract and/or providing the services described herein to the Board:
- * <http://www.sam.gov/>
 - * <http://oig.hhs.gov/fraud/exclusions.asp>
- Contractor will check these websites on a monthly basis during the Term with regard to the Contractor Parties. If Contractor is notified of or otherwise becomes aware of a suspension and/or debarment during the Term, Contractor will notify the Board of such suspension and/or debarment as soon as practicable, but in no event later than five (5) days after Contractor becomes aware of such occurrence.
- 22) **REQUEST FOR PROPOSAL.** If this Agreement is the result of a Request for Proposal ("RFP") process, all of the terms, conditions, and covenants set forth in Contractor's response to such RFP are incorporated into this Agreement by reference to the extent not conflicting with or inconsistent with the terms of this Agreement and any applicable SOW. In all cases, if there is any conflict between such response and this Agreement, this Agreement will control.
- 23) **EFFECT OF ELECTRONIC SIGNATURE:** By entering into this contract, Agency agrees on behalf of itself, its officers, employees, subcontractors, subgrantees, agents or assigns, that this transaction may be conducted by electronic means by agreeing that all documents requiring signatures by the Agency and/or the Board may be executed by electronic means, and that the electronic signatures affixed by CCBH and/or the Agency to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. Agency also agrees to be bound by the provisions of Chapter 1306 of the Ohio Revised Code as it pertains to electronic transactions.
- 24) **INTERPRETATION:** This agreement shall be interpreted according to the laws of the State of Ohio, regardless of its place of execution. Any actions, suits, or claims that may arise pursuant to this Agreement shall be brought in the Cuyahoga County Court of Common Pleas, State of Ohio.
- 25) **SEVERABILITY:** If any provision hereof shall be determined to be invalid or unenforceable, such determination shall not affect the validity of the other provisions of this Agreement. Moreover, any provisions that should survive the expiration or termination will survive the expiration or termination of this agreement.
- 26) **NO ASSIGNMENT, TRANSFER, OR SUBCONTRACT:** In performing the services specified under the terms of this Agreement, the Contractor shall not assign, transfer, delegate any of the work or services, nor subcontract the work out to any other entity, nor shall any subcontractor commence performance of any part of the work or services included in this Agreement without obtaining the prior written consent of the Board.

- 27) **AMENDMENT:** This Agreement shall not be modified except by the express written consent by both parties hereto.
- 28) **WAIVER:** Waiver by either party or the failure by either party to claim a breach of any provision of this Agreement shall not be deemed to constitute a waiver or estoppel with respect to any subsequent breach of any provision hereof.
- 29) **FORCE MAJEURE:** Neither party shall be liable for any delay nor failure to perform any duty or obligation it may have pursuant to this Agreement where such delay or failure has been occasioned by any act of God, fire, strike, inevitable accident, war or any cause outside the party's reasonable control.
- 30) **COUNTERPARTS:** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

CONTRACT SIGNATURE PAGE

Property Address: 26101 Solon Road, Oakwood Village, Ohio 44146

Contract Time of Performance: _____ through _____

This contract specifically includes all 27 paragraphs of Terms and Conditions listed above.

The Contractor's authorized representative has read and is in agreement with this Contract.

Having read the Terms and Conditions and having examined the attached specifications, for the considerations named therein, the Contractor agrees to do the work listed in the Cuyahoga County Board of Health Specifications as listed in Appendix 1-4, attached hereto and incorporated herein by reference, at the property address stated above and on the Specifications, for the sum price not to exceed \$_____.

Electronic Signature Clause: By entering into this Contract or by submitting a bid or a proposal, I agree on behalf of the contracting or submitting business entity, its officers, employees, subcontractors, sub grantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring signatures may be executed by electronic means, and that the electronic signatures affixed to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. I also agree on behalf of the aforementioned entities and persons, to be bound by the provisions of chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of the Cuyahoga County Board of Health.

FOR THE BOARD:

Approved as to form.

Terrence Allan
Health Commissioner

Thomas P. O'Donnell
Administrative Counsel

Date: _____

Date: _____

FOR THE CONTRACTOR:

Name
Title

Print name
Date: _____

Please initial in the right hand column next to each criteria met

INITIAL

- | | |
|---|----|
| 1 Bidder is in compliance with Ohio's Drug-Free Workplace requirements, including, but not limited to, maintaining a substance abuse policy that its personnel are subject to on the contract (the successful bidder shall provide this policy upon request). | 1 |
| 2 Bidder does not have an Experience Modification Rating greater than 1.5 with respect to the Bureau of Workers Compensation risk assessment rating. | 2 |
| 3 Bidder is in compliance and will remain in compliance with Federal and Ohio Equal Opportunity Employment Laws. | 3 |
| 4 Bidder will pay the prevailing wage rate and comply with other provisions set forth in Sections 4115.03 through 4115.16 of the Ohio Revised Code and Sections 4101:9-4-01 through 4101:9-4-28 of the Ohio Administrative Code, including, but not limited to, the filing of certified payroll reports. | 4 |
| 5 Bidder has not been debarred from public contracts for prevailing wage violations or found or determined by the state to have underpaid the required prevailing wage, whether intentionally or unintentionally, even if settled subsequent to the finding, more than three (3) times in the last ten (10) years, provided that, when aggregating for any single project, no finding of an underpaid amount of less than \$1,000.00 shall be considered, and no single finding based upon a journeyman-to-apprenticeship ratio shall be considered a violation of this provision unless as part of multiple, similar findings. | 5 |
| 6 Bidder has not been penalized or debarred from any federal, state, or local public contract or falsified certified payroll records, or has otherwise been found, after appeals, to have violated the Fair Labor Standards Act in the past seven (7) years, or during the bidders' entire time of doing business, if less than seven (7) years. | 6 |
| 7 Bidder has not had the professional license of any of its employees revoked for malfeasance or misfeasance. | 7 |
| 8 Bidder has not violated any unemployment or workers compensation law during the past five (5) years, or during the bidder's entire time of doing business, if less than five (5) years. | 8 |
| 9 Bidder does not have final, unsatisfied judgments against it which in total amount to 50% or more of the contract amount. | 9 |
| 10 Bidder will utilize, for work performed under the contract, supervisory personnel that have three (3) or more years of experience in the specific trade and who maintain the appropriate state license(s), if any. | 10 |
| 11 Bidder is properly licensed to perform all work as follows: (1) if performing a trades contract, shall be licensed pursuant to Ohio Revised Code Section 4740 as a heating, ventilating, and air conditioning contractor, refrigeration contractor, electrical contractor, plumbing contractor, or hydronics contractor; (2) if performing work regulated under Section 3737.65 of the Ohio Revised Code, be certified by the State Fire Marshall; and (3) if performing work under any other trade, occupation, or profession licensed under Title 47 of the Ohio Revised Code, be licensed for that trade, occupation, or profession as provided in the Ohio Revised Code. If the applicable contract does not involve any of the above-described work, Bidder shall place "N/A" and his/her initials in the box to the right. | 11 |
| 12 Bidder will, if performing a trades contract pursuant to Ohio Revised Code Section 4740, not subcontract more than twenty-five percent (25%) of the labor, excluding materials, for its awarded contract, unless to subcontractors also licensed pursuant to Ohio Revised Code Section 4740 or certified by the State Fire Marshall pursuant to Ohio Revised Code Section 3737.65. If the applicable contract does not involve this type of work, Bidder shall place "N/A" and his/her initials in the box to the right. | 12 |
| 13 Bidder will provide access as needed and allow the Agency of the Inspector General to perform the functions provided for in Section 4.12 of the Contracting Ordinance. | 13 |
| 14 Bidder will require all of its subcontractors, at the time of execution of a subcontract, to make all of the certifications required within this form, except for certification numbers 7, 8, and 10. If the applicable contract does not involve the use of subcontractors, Bidder shall place "N/A" and his/her initials in the box to the right. | 14 |
| 15 Bidder has met and will comply with all provisions of state law relating to ethics. Bidder has also met and will comply with all applicable Cuyahoga County Ordinances, including, but not limited to, the Ethics Ordinance, Inspector General Ordinance and the Contracting Ordinance. | 15 |

Printed Name: _____

Company: _____

Signature: _____

Date: _____

EXHIBIT A

The Contractor shall maintain, at its own expense, throughout the period of the Contract and any extensions thereof, the following minimum insurance coverages of the types and in the amounts described below that are applicable to the scope of work being performed:

- 1. Workers Compensation and Employer's Liability Insurance.** Contractor must carry Workers' Compensation Insurance (including occupational disease) in compliance with Workers' Compensation statutes of any applicable jurisdiction in which the Work is to be performed. For the attainment of Workers Compensation in monopolistic states, including Ohio, coverage must be secured through the state fund. If Contractor is a qualified self-insurer in compliance with the laws of the state, this is also acceptable. A certificate of compliance from the appropriate workers' compensation bureau or board must be provided with the certificate of insurance.
- 2. Employer's Liability Insurance.** Contractor must also carry Employer's Liability Insurance with minimum limits of \$500,000 each accident; \$500,000 for disease (per employee); and \$500,000 for disease (policy limit).
- 3. Commercial General Liability Insurance.** Contractor must carry Commercial General Liability Insurance written on ISO form CG 00 01 10 01 (or its equivalent) with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability coverage shall be maintained for at least two years after completion of Contractor's work performed under this contract. Additional pollution liability insurance for the lead remediation work will be required for not less than \$1,000,000 per occurrence with a \$2,000,000 aggregate for injury to persons or damage to property.
- 4. Commercial Auto Liability Insurance.** Contractor shall carry Commercial Automobile Liability Insurance covering all owned, leased and non-owned vehicles used in connection with the work to be performed under this contract, if any, with limits of not less than \$500,000 combined single limit per accident for bodily injury and property damage.
- 5. Requirements common to all policies.**
 - a.** Contractor shall be solely responsible for reimbursing any deductible amount to the insurer, even if payment is being made on behalf of BOARD as an additional insured on Contractor's policy. Any deductibles or self-insured retentions in excess of \$10,000 must be disclosed and approved in writing by BOARD.
 - b.** Contractor waives all rights of recovery it may otherwise have against BOARD (including its directors, officers, affiliates and employees) to the extent these damages are covered by any of Contractor's insurance policies as required in this contract.
 - c.** All insurance required hereunder shall be placed with insurers that have a minimum A.M. Best's rating of A-/VIII and shall be insurers authorized to do business in the state of Ohio.
 - d.** A certificate(s) of insurance showing that Contractor's insurance coverage is in compliance with the insurance requirements set forth below must be completed by the Contractor's insurance agent, broker, or insurance company, and provided to BOARD. All certificates (other than Ohio workers' compensation) shall provide for thirty (30) days written notice to BOARD prior to cancellation or non-renewal of any insurance referred to therein. The certificate shall reference BOARD's status as an additional insured under both the General Liability and Auto policies.
 - e.** Failure of BOARD to request certificate(s) or other evidence of full compliance with these insurance requirements (or failure of BOARD to identify and/or object to a deficiency in the certificate(s) that is/are provided by Contractor) shall not be construed as a waiver of Contractor's obligations to maintain such insurance. BOARD shall have the right, but not the obligation, to prohibit Contractor from beginning performance under this contract until such certificates or other evidence that insurance has been placed in complete compliance with the above insurance requirements is received and approved by BOARD. Contractor shall provide certified copies of all insurance policies required above within ten (10) days of Contractor request from BOARD.
 - f.** By requiring insurance herein, BOARD does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage limits shall not be deemed as a limitation on Contractor's liability for services provided to or on behalf of BOARD.

Appendix 1-4

Scope of Work and Respondent Pricing Sheet

The Cuyahoga County Board of Health is soliciting sealed proposals for the selection of a contractor with a background in the construction and demolition debris industry and/or conducting landfill closure activities and in good standing with the Cuyahoga County Board of Health to complete the final closure of the Silver Oak construction and demolition debris facility located at 26101 Solon Road, Oakwood Village, Ohio 44146 in accordance with the rules set forth in Section 3745-400-12 of the Ohio Administrative Code.

Final Award may be affected by Wetland Study

A wetland study is required and has been commissioned and is ongoing and may affect the ultimate approved proposal. Therefore, the contract awarded as a result of this RFP is contingent on the report of findings from the Waters of the United States delineation (wetlands study) and the determination of jurisdictional wetlands or waterbodies.

SCOPE OF WORK

The purpose of this project is to complete the final closure of the Silver Oak construction and demolition debris (C&DD) facility per the C&DD statute and regulations, ORC 3714 and OAC 3745-400.

- 1) Survey the facility as required for final closure in accordance with OAC 3745-400-08. See Appendix 1-5 for the engineering and technical requirements.
 - a. A Waters of the United States (WOUS) delineation will be the responsibility of the Cuyahoga County Board of Health and therefore not required as part of this Scope of Work. The contractor will be notified of the jurisdictional determinations and if the plan for site access and closure will be affected.
- 2) Construct and maintain an access road to the facility from Richmond Road. The access road shall be secured with locking gates. Signage shall be posted stating that the facility is closed and not accepting construction and demolition debris.
- 3) The contractor shall supply all labor, material and equipment necessary, such as calcium chloride, water or a motorized dust free sweeping device as directed by the engineer to maintain public roadways near the site free of dust and soil.
- 4) NPDES compliance and surface water management for the duration of the project
- 5) Regrading of debris where needed prior to installing cap material including weekly cover of any exposed debris.
- 6) Procuring soil suitable for landfill cap material
- 7) Transporting cap material to the Silver Oak facility
- 8) Placing, grading, and compacting cap material. A soil layer of well compacted, cohesive soil with a minimum recompacted thickness of eighteen (18) inches. The soil shall not be comprised of solid waste, C&DD, or organic material of any kind.
 - a. The standard cap system shall have a minimum slope of three per cent (3%) and a

maximum slope of twenty-five per cent (25%) and shall be graded to eliminate ponding, promote drainage, and minimize erosion.

- 9) Placing, grading, and compacting a soil layer of sufficient fertility to support dense vegetation per OAC 3745-400-07(G)(2)(a)(ii)
- 10) Installation of a complete and dense perennial vegetative cover of healthy grasses or other vegetation
- 11) Submit to the Cuyahoga County Board of Health a completed construction and final closure certification report
- 12) Remove and properly dispose of all solid waste, scrap tires, and hazardous waste that is currently in the disposal area
- 13) Develop a geotechnical slope stability analysis for all sides of the proposed embankment based on the contractor's proposed grading plan, including but not limited to evaluation of existing soils at the toe of the slope, toe key requirements for the embankment, and development of an earthwork implementation plan for compaction, testing and prequalification for review and approval based on the contractor's proposed grading plan.
- 14) The contractor shall be responsible for the development, implementation, and maintenance of all items in the contractor's Stormwater Pollution Prevention Plan (SWPPP) in accordance with ODOT Supplemental Specification 832 Temporary Sediment and Erosion Control.
- 15) The contractor shall be responsible for all inspections as required by the Ohio EPA Stormwater General Permit Co-Permittee and will be required and responsible for becoming the co-permittee for the improvements. The contractor shall be responsible for their inspections and reporting under NPDES permit and supplying copies of these inspections to CCBH.
- 16) All reference throughout the document to Engineer shall be a Professional Licensed Engineer in the State of Ohio.
- 17) All references throughout the document to Surveyor shall be a Professional Licensed Surveyor in the State of Ohio.

NOTES:

- A consistent 4:1 slope shall be maintained, starting at the toe of the slope to the top of the final elevation
- The minimum amount of soil needed for this project is 250,000 cubic yards to achieve final grade elevation of 1005.
- The maximum amount of soil needed for this project is 550,000 cubic yards to achieve final grade elevation of 1025. Proposals that include a final grade elevation in excess of 1025 will be considered for this project on the condition that the higher elevation is necessary to keep the overall cost of the project at or below the dollar amount not to exceed.
- The contractor shall maintain a daily log of activity for the cubic yards of soil brought to the site for the compact layer and the topsoil for vegetation.

- The contractor will have up to five (5) years from the date of the contract to complete the Scope of Work. In the Evaluation Scoring Formula of the RFP, points will be awarded based partially on the ability of the bidder to complete the project within a timeframe that is less than five (5) years.
- See Appendix 1-5 for survey information from Donald Bohning and Associates and other technical requirements for this project.
- VAP Phase I Property Assessment and Limited Phase II Investigation will be provided to potential bidders upon request.
- **The amount not to exceed for this project is: \$370,000.00**

REQUIRED DOCUMENTATION:

- 1) Bidders must include an Executive Summary with this application. The Executive Summary must provide a comprehensive and concise description of the proposed service and the bidder's experience and qualifications to complete the project as defined in this RFP.
- 2) A written operations plan. At a minimum, the operations plan shall include:
 - a. Hours of operation. The hours of operation shall not conflict with any applicable local ordinances.
 - b. Measures that will be taken to manage surface water runoff and NPDES compliance.
 - c. An explanation of the flow of traffic through the site and onto the nearest roadway. The contractor shall also employ measures necessary to minimize the occurrence of mud, dirt, and dust on public roads before vehicles leave the facility.
 - d. An explanation of the process of grading and compacting the first layer of soil, the topsoil, and vegetative cover.
 - e. A description of provisions for handling and removal of incidental solid waste, scrap tires, and other prohibited materials.
 - f. A description of provisions for dust, odor, litter, and nuisance control.
 - g. Timeframe for project completion
- 3) A written safety plan, including adequate fire control, equipment, material, and services to control fire and explosion. The operator shall act immediately to control or extinguish any fire.
- 4) List of equipment available that the contractor can dedicate for use at the Silver Oak facility.
- 5) If subcontractor(s) will be used, the contractor shall provide the name of the subcontractor(s) and an explanation of their responsibility.
- 6) The contractor shall have a contingency plan that addresses any delinquency in operating equipment or trained personnel.

OTHER REQUIREMENTS:

- Timeframe for removal – the contractor will have up to five (5) years to complete the project. The timeframe may be modified upon written concurrence between CCBH and the contractor. In the Evaluation Scoring Formula of the RFP, points will be awarded based partially on the ability of the bidder to complete the project within a timeframe that is less than five (5) years.
- The following information shall be posted at all entrances to the facility: (1) Contractor name, (2) Contractor phone number, (3) OEPA phone number, (4) CCBH phone number, (5) Fire Department phone number.
- The contractor shall operate the facility in a manner that prevents fires.
- The contractor shall limit access to the facility to authorized personnel only.

Contractors are subject to unannounced inspections of the Silver Oak facility from the Health Commissioner or authorized representatives. Any refusal to allow such inspection will be cause for hearing and may result in the termination of the contract.

RESPONDENT PRICING SHEET

FINAL CLOSURE - SILVER OAK CONSTRUCTION AND DEMOLITION DEBRIS FACILITY

All bidders must complete the Respondent Pricing Sheet in order to be considered in the evaluation process.

Pre-construction As-Built survey	\$
Development of contractor's proposed grading plan and cross-sections for slope stability analysis	\$
Geotechnical engineering – slope stability analysis and toe key development	\$
Development of SWPPP and co-permittee SWPPP requirements	\$
Videotaping of existing conditions	\$
Removal and proper disposal of non-C&DD material, including solid waste, hazardous waste, and scrap tires	\$
Construction of an access road from Richmond Road to the facility, with locking gates	\$
NPDES permit compliance, surface water management, and maintenance of erosion control items for the duration of the project in accordance with the contractor's developed SWPPP	\$
Regrading debris prior to cap construction in accordance with the contractor's proposed grading plan	\$
Construction As-Built survey prior to placement of compacted soil layer	\$
Dust control including dust free street sweeping device, for soil and dust removal on public roads, for the duration of the project	\$
Construction of compacted soil layer, 18" minimum	\$

Installation of structural fill outside of compacted soil layer	\$
Temporary seeding and mulching	\$
Erosion control matting	\$
Placement of 6" topsoil layer for vegetation	\$
Installation of permanent stabilization and a complete and dense perennial vegetative cover of healthy grasses or other vegetation	\$
QA/QC compliance – geotechnical engineer	\$
QA/QC compliance – environmental engineer	\$
QA/QC certification report and permit compliance	\$
QA/QC survey verification and permit compliance	\$
Construction and final closure certification report	\$
Bond and insurance	\$
Maintenance of traffic	\$
TOTAL COST FOR PROJECT	\$

The amount not to exceed for this project is: \$370,000.00

Appendix 1-5

Conceptual Study – Silver Oak Construction and Demolition Debris Facility

The information on the following pages was obtained as a result of a study completed by Donald Bohning and Associates.

FINAL CLOSURE OF THE SILVER OAK CONSTRUCTION AND DEMOLITION DEBRIS FACILITY

26101 SOLON ROAD, OAKWOOD VILLAGE, OHIO 44146
CUYAHOGA COUNTY

CONVENTIONAL SIGNALS:

ITEM	EXISTING	PROPOSED	RECONSTR'D
RIGHT OF WAY	---	---	---
PROPERTY LINE	---	---	---
EASEMENT LINE	---	---	---
TEMP. EASEMENT LINE	---	---	---
GAS MAIN	---	---	---
GAS CONNECTION	---	---	---
WATER MAIN	---	---	---
WATER MAIN VALVE	---	---	---
WATER MAIN VALVE	---	---	---
SANITARY SEWER	---	---	---
SANITARY CONNECTION	---	---	---
STORM SEWER	---	---	---
STORM CONNECTION	---	---	---
UNDERGROUND CABLE	---	---	---
UNDERGROUND ELEC. CABLE	---	---	---
UNDERGROUND TV CABLE	---	---	---
FENCE	---	---	---
GUARDRAIL	---	---	---
UTILITY POLE	---	---	---
UTILITY POLE ASSEMBLY	---	---	---
MANHOLE	---	---	---
BASIN	---	---	---
SKIN POST	---	---	---
TREE	---	---	---
BUSH BRUSH	---	---	---
LANDSCAPE	---	---	---
SEPTIC TANK	---	---	---
SWALE	---	---	---
SPOT ELEVATION	---	---	---
CONTOUR ELEVATION	---	---	---
AGGREGATE DRIVE	---	---	---
ASPHALT DRIVE	---	---	---
CONCRETE DRIVE	---	---	---
CONC. PAVT. GRASS IS	---	---	---

INDEX OF SHEETS

- 1 TITLE SHEET
- 2 GENERAL NOTES
- 3A-3E GRADING PLAN
- 4 CROSS SECTION A-A'



LOCATION MAP
NO SCALE



2 WORKING DAYS
BEFORE YOU DIG
CALL TOLL FREE (800) 362-2764
OHIO UTILITIES PROTECTION SERVICE

NOTE:
TWO DAYS BEFORE DIGGING, CONTRACTOR
SHALL CALL THE OHIO UTILITIES
PROTECTION SERVICE (O.U.P.S.)
THE TOLL FREE NUMBER IS:
1 (800) 362-2764

TODD SCIANO
ENGINEER

DATE:

1
4

TITLE SHEET
FINAL CLOSURE OF THE SILVER OAK
CONSTRUCTION AND DEMOLITION DEBRIS FACILITY
CUYAHOGA COUNTY, OHIO

DONALD G. BORNING & ASSOCIATES, INC.
CIVIL ENGINEERING & SURVEYING
10000 W. PARKWAY - SUITE 1000, CLEVELAND, OHIO 44130
PHONE (216) 441-1133 FAX (216) 441-1132
FAX (216) 441-1132

DATE NOTED
DATE NOTED
DATE NOTED
DATE NOTED
DATE NOTED
DATE NOTED
DATE NOTED
DATE NOTED
DATE NOTED
DATE NOTED

DEC. 2018
39005-2

RECORD



DATE: 12/11/18

GRADING PLAN - TOP ELEVATION 100'S
CONSTRUCTION AND DEMOLITION SILVER OAK
CUYAHOGA COUNTY, OHIO

DONALD G. BOHANNON & ASSOCIATES, INC.
CIVIL ENGINEERING & SURVEYING
17100 WILSON AVENUE, SUITE 100
CLEVELAND, OHIO 44122
PHONE: (216) 441-1234 FAX: (216) 441-1235

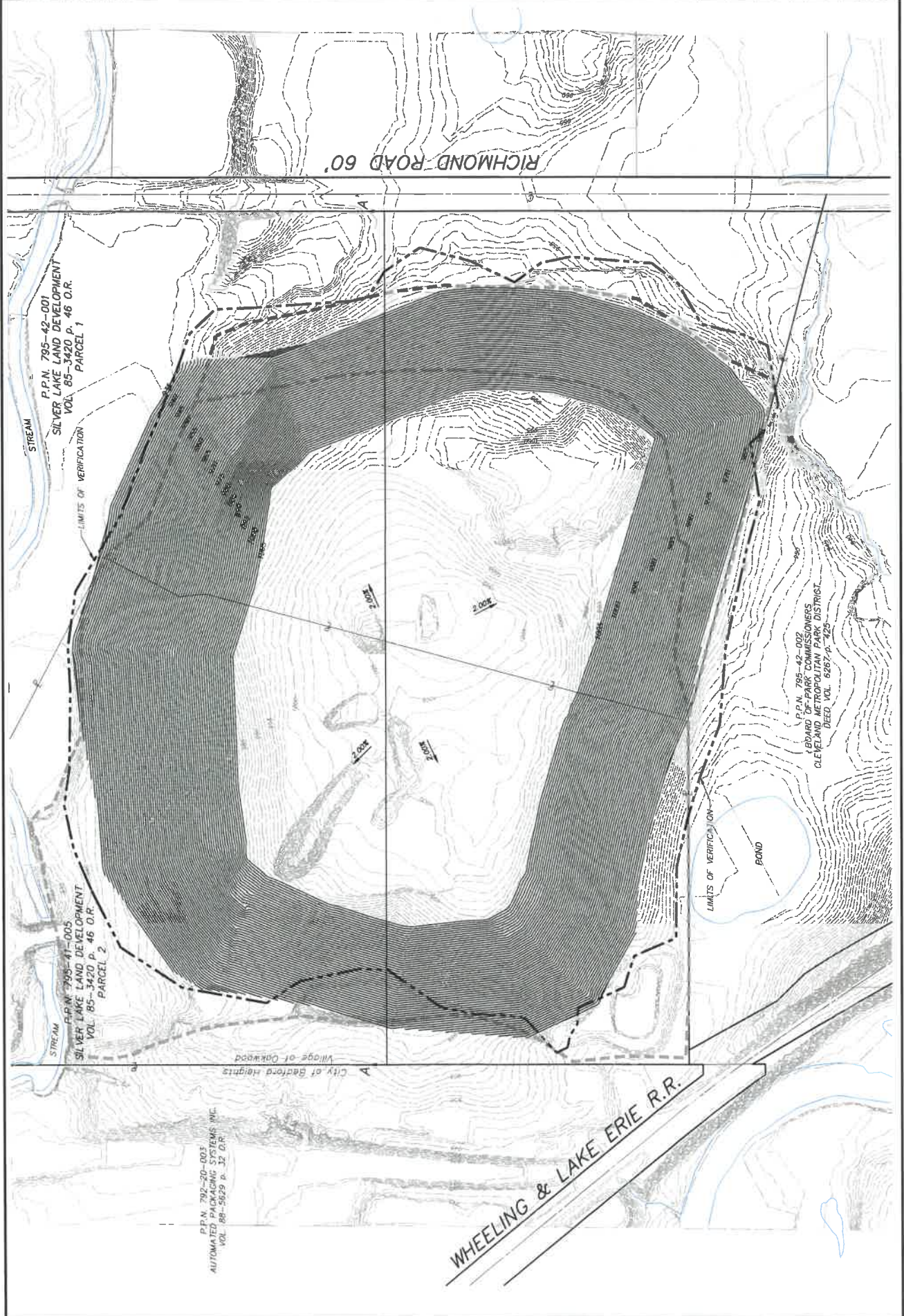


GRAPHIC SCALE
0' 25' 50' 75'

DATE: 12/11/18

BY: N.B. / J.S.
DATE: DEC., 2018
PROJECT: C8605-2

3A 4



P.P.N. 795-42-001
SILVER LAKE LAND DEVELOPMENT
VOL. 85-3420 p. 46 O.R.
PARCEL 1

P.P.N. 795-41-005
SILVER LAKE LAND DEVELOPMENT
VOL. 85-3420 p. 46 O.R.
PARCEL 2

P.P.N. 792-20-003
AUTOMATED PACKAGING SYSTEMS INC.
VOL. 88-5629 p. 33 O.R.

P.P.N. 795-42-002
BOARD OF-PARK COMMISSIONERS
CLEVELAND METROPOLITAN PARK DISTRICT
DEED VOL. 6267-p. 425

RICHMOND ROAD 60'

WHEELING & LAKE ERIE R.R.

City of Bedford Heights
Village of Oakwood

STREAM

STREAM

POND

LIMITS OF VERIFICATION

LIMITS OF VERIFICATION



REVISED

GRADING PLAN - TOP ELEVATION 1015'
CONSTRUCTION AND DEMOLITION DEBRIS FACILITY
VILLAGE OF OAKWOOD
CUYAHOGA COUNTY, OHIO

DONALD G. BROWN & ASSOCIATES, INC.
CIVIL ENGINEERING & SURVEYING
7700 WOOD PARKWAY • WILLETTSVILLE, OHIO 44149
PHONE (216) 644-1120 FAX (216) 644-1122
www.donaldgbrown.com



GRAPHIC SCALE
0 25 50 75
FOOT
SCALE 1" = 70'

DATE: 12/11/18
BY: M.B. T.S.
DATE: DEC. 2018
JOB NO: 18005-2



P.P.N. 792-20-003
AUTOMATED PACKAGING SYSTEMS INC.
VOL. 88-5629 P. 32 O.R.

P.P.N. 795-42-002
BOARD OF-PARK COMMISSIONERS
CLEVELAND METROPOLITAN PARK DISTRICT
DREED. VOL. 6267-P. 425

WHEELING & LAKE ERIE R.R.

RICHMOND ROAD 60'

P.P.N. 795-42-001
SILVER LAKE LAND DEVELOPMENT
VOL. 85-3420 P. 46 O.R.
PARCEL 1

P.P.N. 795-41-005
SILVER LAKE LAND DEVELOPMENT
VOL. 85-3420 P. 45 O.R.
PARCEL 2

City of Bedford Heights
Village of Oakwood



PROVISIONS

GRADING PLAN - TOP ELEVATION 1035'
VILLAGE OF OAKWOOD
FINAL CLOSURE OF THE SILVER OAK
CONSTRUCTION AND DEMOLITION DEBRIS FACILITY
CUYAHOGA COUNTY, OHIO

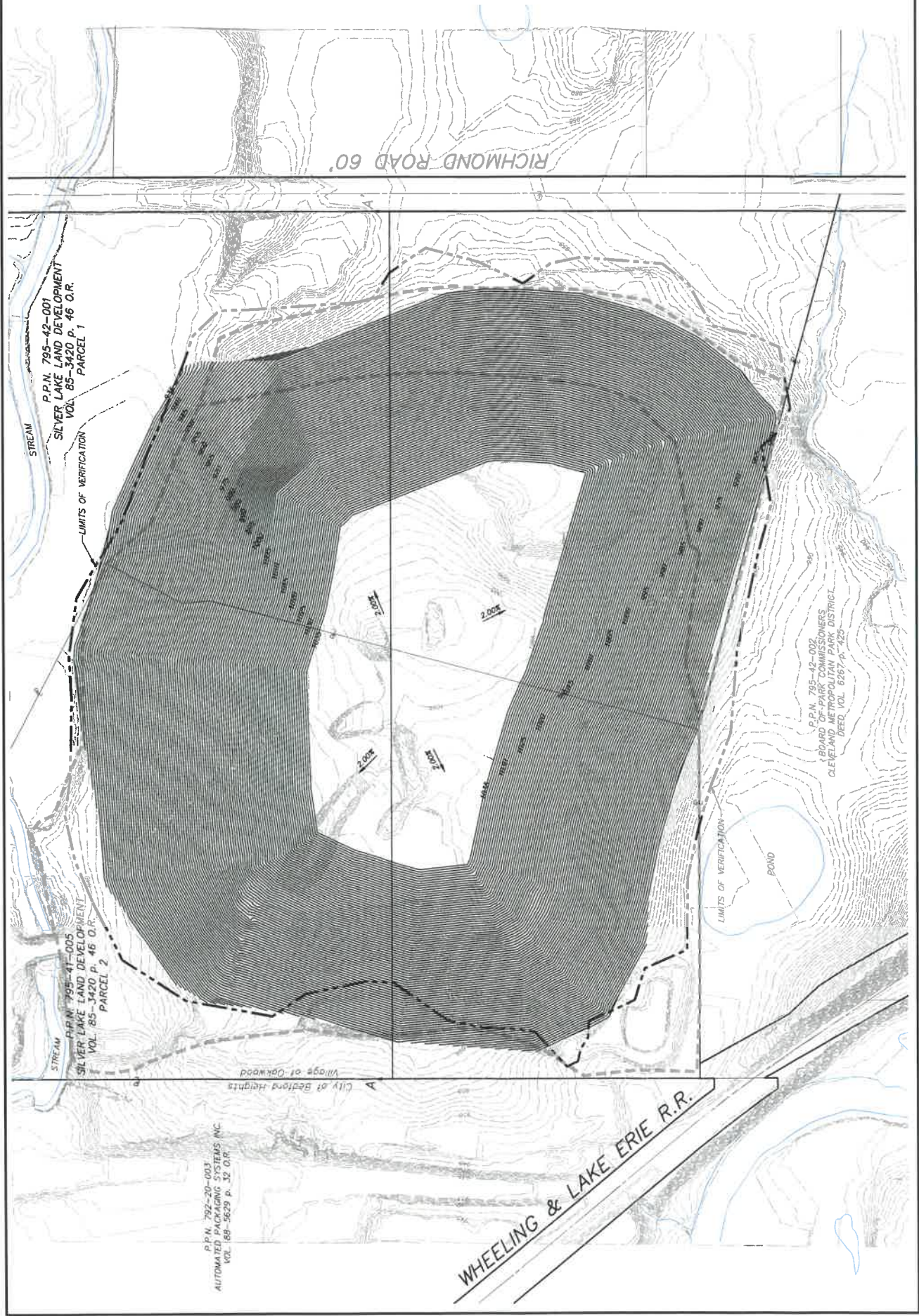
DONALD G. BARNES & ASSOCIATES, INC.
CIVIL ENGINEERING & SURVEYING
2700 MAD PROGRESS + VALLEY LANE, SUITE 400 #120
CINCINNATI, OHIO 45215
PHONE: (513) 642-1130 FAX: (513) 642-1132



GRAPHIC SCALE
0 25 50
FEET
1" = 70'

DATE: 10/18/18
BY: J.S.
CHECKED: J.S.
DATE: DEC. 2018
PROJECT NO.: 3905-2

3D 4



P.P.N. 795-42-001
SILVER LAKE LAND DEVELOPMENT
VOL. 85-3420 P. 46 O.R.
PARCEL 1

P.P.N. 795-41-005
SILVER LAKE LAND DEVELOPMENT
VOL. 85-3420 P. 46 O.R.
PARCEL 2

P.P.N. 795-42-002
BOARD OF-PARK COMMISSIONERS
CLEVELAND METROPOLITAN PARK DISTRICT
DEED, VOL. 6267-P-725

P.P.N. 795-30-001
AUTOMATED PACKAGING SYSTEMS, INC.
VOL. 88-5629 P. 32 O.R.

RICHMOND ROAD 60'

WHEELING & LAKE ERIE R.R.

STREAM

STREAM

LIMITS OF VERIFICATION

POND

City of Bedford Heights
Village of Oakwood



REVISED

GRADING PLAN - TOP ELEVATION 1045'
VILLAGE OF OAKWOOD
FINAL CLOSURE OF THE SILVER SILVER OAK
CONSTRUCTION AND DEMOLITION DEBRIS FACILITY
CUYAHOGA COUNTY, OHIO

DONALD G. BOWMAN & ASSOCIATES, INC.
CIVIL ENGINEERING & SURVEYING
10000 WILSON AVENUE, SUITE 100
CINCINNATI, OHIO 45241
PHONE: (513) 624-1100 FAX: (513) 624-1120
WWW.DGBA.COM



SCALE
1" = 30'

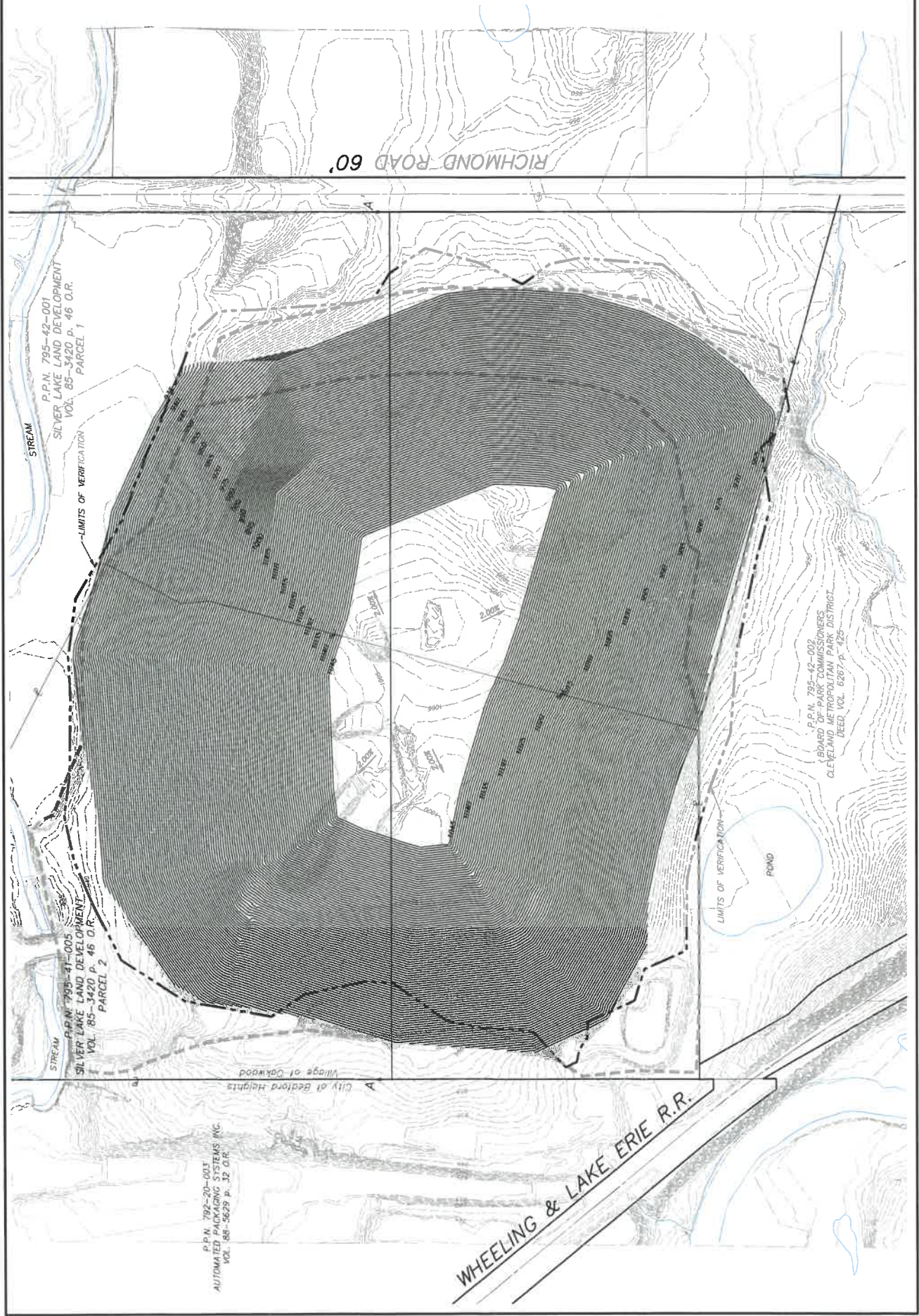
DATE
12/11/2018

BY
M.B. T.S.

CHK
DEC. 2018

PROJECT NO.
3905-2

3E 4



RICHMOND ROAD 60'

P.P.N. 795-42-001
SILVER LAKE LAND DEVELOPMENT
VOL. 85-3420 P. 46 O.R.
PARCEL 1

P.P.N. 795-41-005
SILVER LAKE LAND DEVELOPMENT
VOL. 85-3420 P. 46 O.R.
PARCEL 2

P.P.N. 792-30-001
AUTOMATED PACKAGING SYSTEMS INC.
VOL. 88-5629 P. 32 O.R.

P.P.N. 795-42-002
BOARD OF PARK COMMISSIONERS
CLEVELAND METROPOLITAN PARK DISTRICT
DEED VOL. 6267-P-125

WHEELING & LAKE ERIE R.R.

City of Bedford Heights
Village of Oakwood

APPENDIX 1-6

RFQ/RFP EVALUATION FORM

Vendor Name: _____

Date: _____

Reviewer: _____

Total Score: _____

CRITERIA	POINT VALUE	SCORE	REVIEWER COMMENTS
<p>1. Introduction- Cover Letter and Executive Summary</p> <ul style="list-style-type: none"> ◆ Is there a concise description of the vendor; ◆ Is there a concise description of the proposed service; ◆ Does the proposal provide an overview of the vendors' unique approach to providing services. 	5		
<p>2. Project Understanding</p> <ul style="list-style-type: none"> ◆ Conveys understanding of purpose and scope of this project. ◆ Describes pertinent issues and potential problems related to the project. ◆ Proposes solutions to the pertinent issues and potential problems. ◆ Does the proposed program description meet, in full or in part, the service requests of the RFP? ◆ Demonstrates ability to meet each of the scope of services outlined in the RFP. 	15		
<p>3. Methodology</p> <ul style="list-style-type: none"> ◆ A timeline documenting the services to be delivered; ◆ A description of the work plan and or detailed tasks to be undertaken; ◆ Describes the methodology to carry out project and the reason for selecting this methodology; ◆ A description of protocols to assure confidentiality; (if applicable) ◆ Provides plan to evaluate progress. 	15		
<p>4. Project Management</p> <ul style="list-style-type: none"> ◆ Describes method(s) for managing the project; ◆ Provides organizational structure for managing the project; ◆ Describes approach for controlling the project; ◆ Describes method(s) for reporting project status updates; ◆ Describes how project staff will interface with CCBH staff; ◆ Provides potential risks/problems and solutions 	20		

to avoid or minimize them.			
<p>5. Qualifications and Experience</p> <ul style="list-style-type: none"> ◆ Provides qualifications; ◆ Can agency demonstrate experience with and proven effectiveness with similar projects and/or similar to the population proposed; ◆ Provides three vendor/project references; ◆ Can agency demonstrate appropriate record keeping, reporting, invoicing and well maintained data; ◆ Is there evidence of proven success via outcomes/data; ◆ Provides conflicts of interest statement. 	20		
<p>6a. Pricing</p> <ul style="list-style-type: none"> ◆ Is budget data complete and accurate; (if applicable) ◆ Is cost reasonable for services being provided; ◆ Are actual costs (i.e. not estimates) with detailed breakdown provided; ◆ Do staffing patterns match services proposed; ◆ Authorized individual to make contractual obligations must sign the pricing document. 	15		
<p>6b. Minority Business Enterprises (MBE)</p> <ul style="list-style-type: none"> ◆ The offeror is identified as a State of Ohio or local government certified MBE. (10 points) ◆ The offeror who proposes the highest percentage of its cost proposal set-aside exclusively for State of Ohio or local government certified MBE subcontractors will receive the maximum number of ten (10) points. ◆ All other Offerors who identify one or more qualified State of Ohio or local government certified MBE subcontractors at a percentage lower than the highest will receive five (5) points. ◆ Offerors who do not identify a percentage to be set aside for State of Ohio or local government certified MBE subcontractor(s) or do not identify one or more State of Ohio or local government certified MBE subcontractor(s) will receive zero (0) points. 	10		
TOTAL	100		

IMPORTANT: All RFP's must use the six standard criteria when evaluating proposals (Introduction, Project Understanding, Methodology, Project Management, Qualifications and Experience, and Pricing). Point values and sub-criteria may be altered to identify criteria that address program deliverables with Chief Financial Officer's approval.

APPENDIX 1-7

CUYAHOGA COUNTY BOARD OF HEALTH

REQUEST FOR PROPOSALS

RFP # 2018-02

**SELECTION OF CONTRACTOR FOR THE FINAL CLOSURE OF THE SILVER OAK
CONSTRUCTION AND DEMOLITION DEBRIS FACILITY, 26101 SOLON ROAD, OAKWOOD
VILLAGE, OHIO 44146**

CHECKLIST

This checklist must be completed in its entirety upon submission to the Cuyahoga County Board of Health:

- _____ Bid Guaranty, as required per II.D.4. of this RFP
- _____ Respondent Pricing Sheet
- _____ If applicable, the percentage of the cost of the Work that will be set aside for State of Ohio or local government certified MBE subcontractors only is included with this proposal
- _____ An Executive Summary is included with this proposal
- _____ A written operations plan, as detailed in Appendix 1-4, is included with this proposal
- _____ A written safety plan is included with this proposal
- _____ A list of equipment available for use at the Silver Oak facility is included with this proposal
- _____ If applicable, the name(s) of all subcontractor(s) and an explanation of their responsibility is included with this proposal
- _____ Contingency plan that addresses any delinquency in operating equipment or trained personnel is included with this proposal
- _____ One (1) original proposal and five (5) copies for submission to the Cuyahoga County Board of Health