

**Homewood Drive Water Main and  
Pavement Improvements**

**City of Wickliffe**

**OPWC Funded Project No. CG41X/42X**

**August 2020**

200318

## **CITY OF WICKLIFFE OFFICIALS**

### **ADMINISTRATION**

John Barbish, Mayor

Ron Strauser, Director of Public Service

Scott J. Zele, Director of Law

Debra S. Doles, Director of Finance

Peter J. Formica, P.E., City Engineer

### **CITY COUNCIL**

Edward A. Levon, Council President

Maria L. Salotto, Council-at-Large

Matthew C. Jaworski, Council-at-Large

Thomas M. Bogo, Sr., Ward 1 Councilman

Vacated, Ward 2 Councilman

Joseph D. Sakacs, Ward 3 Councilman

Sherry Koski, Ward 4 Councilwoman

Sandra Fink, Council Clerk

**ADVERTISEMENT FOR BIDS/PUBLIC NOTICE TO BIDDERS**

Sealed bids will be received at Wickliffe City Hall, 28730 Ridge Road, Wickliffe, Ohio 44092 until 12:00 p.m. Noon on August 31, 2020 and will be opened and read immediately thereafter for the

**HOMEWOOD DRIVE WATER MAIN AND PAVEMENT IMPROVEMENTS**

**OPWC FUNDED PROJECT NO. CG41X/42X**

**OPINION OF PROBABLE CONSTRUCTION COST: \$797,000.00**

**COMPLETION DATE: JULY 16, 2021**

The bid specifications, drawings, plan holders list, addenda, and other bid information (**but not the bid forms**) may be viewed and/or downloaded for free via the internet at <https://bids.ctconsultants.com> . The bidder shall be responsible to check for Addenda and obtain same from the web site.

Bids must be in accordance with drawings and specifications and on forms available from CT Consultants, Inc. at a non-refundable cost of One Hundred Fifty Dollars (\$150.00) mailed. Documents may be ordered by registering and paying for the documents online at <https://bids.ctconsultants.com> . Please contact [js@ctconsultants.com](mailto:js@ctconsultants.com) or call 440.530.2350 if you encounter any problems registering or paying for the documents.

All contractors and subcontractors involved with the project will to the extent practicable use Ohio products, materials, services, and labor in the implementation of their project. Additionally, contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code Chapter 123 is required.

**DOMESTIC STEEL USE REQUIREMENTS AS SPECIFIED IN SECTION 153.011 OF THE REVISED CODE APPLY TO THIS PROJECT. COPIES OF SECTION 153.011 OF THE REVISED CODE CAN BE OBTAINED FROM THE OFFICE OF THE OHIO FACILITIES CONSTRUCTION COMMISSION.**

Publish: *The News Herald*  
August 17, 2020  
August 24, 2020

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***SECTION 1***  
***BID DOCUMENTS***

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## INSTRUCTIONS TO BIDDERS

### PART 1        GENERAL

- 1.1     Sealed bids shall be received by the Owner at the location specified and until the time and date specified in the Advertisement for Bids/Public Notice to Bidders.
- 1.2     Each bid shall contain the full name and address of each person or company interested in said bid. If no other person be so interested, the Bidder shall distinctly so state the fact.
- 1.3     Bid forms must be completed in ink or by typewriter. Any corrections to the bid forms prior to submission must be initialed by the person signing the bid. Failure to submit any bid form(s) or other required document(s) may be cause for rejection of the bidder's bid at the sole discretion of the Owner.
- 1.4     Bids by Corporations must be executed in the corporate name by the President, Vice President, or other officer accompanied by evidence of authority to sign and the corporate seal must be affixed and attested by the Secretary on the Corporate Resolution form.
- 1.5     Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature.
- 1.6     All names must be typed or printed below the signature.
- 1.7     The bid shall contain an acknowledgment of receipt of all Addenda.
- 1.8     If a Bidder wishes to withdraw their bid prior to the opening of bids, they shall state their purpose in writing to the Owner before the time fixed for the opening, and when reached it shall be handed to them unread.
- 1.9     After the opening of bids, no Bidder may withdraw their bid for a period of 60 days.

### PART 2        EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 2.1     Before submitting a bid, each Bidder must
  - A.     Examine the Contract Documents thoroughly.
  - B.     Visit the site to familiarize themselves with local conditions that may in any manner affect cost, progress, or performance of the work.
  - C.     Familiarize themselves with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work.
  - D.     Study and carefully correlate Bidder's observations with the Contract Documents.



- 2.2 Reference is made to the Specific Project Requirements for the identification of any reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which have been relied upon by the Engineer in preparing the drawings and specifications. Owner will make copies of such reports available to any Bidder requesting them if not made available with the bid documents. These reports are not guaranteed as to accuracy or completeness; nor are they part of the Contract Documents. Before submitting their bid each Bidder will, at their own expense, make such additional investigations and tests as the Bidder may deem necessary to determine their bid for performance of the work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 2.3 Upon request, the Owner will provide each Bidder access to the site to conduct such reasonable investigations and tests as each Bidder deems necessary for submission for their bid.
- 2.4 The lands upon which the work is to be performed, rights-of-way for access thereto, and other lands designated for use by Bidder in performing the work are identified on the Drawings.
- 2.5 The submission of a bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement of this section and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

### PART 3 ESTIMATED QUANTITIES

- 3.1 In Unit Price Contracts, the quantities of the work itemized in the bid are approximate only and the bidders are hereby notified that the estimated quantities made by the Engineer are merely for the guidance of the Owner in comparing on a uniform basis all bids received for the work.
- 3.2 The contract quantities, where itemized, are based on plan horizontal and vertical dimensions unless otherwise specified. It is the Contractor's responsibility to verify and determine actual quantities of materials such as pipe, pavement, subgrade, etc. in their ordering materials.
- 3.3 Payments, except for lump sum contracts and except for lump sum items in unit price contracts, will be made to the Contractor only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications.
- 3.4 The successful Bidder will be required to furnish the Owner with a complete breakdown of the lump sum bid items, to the satisfaction of the Engineer/Architect, before signing the Contract documents.

#### PART 4 CONTRACTOR'S QUALIFICATION

- 4.1 Bidder shall provide detailed information relating to similar projects completed within the past 5 years which demonstrates the bidder's capability, responsibility, experience, skill, and financial standing to undertake this type of project and shall include a list of all projects currently under construction including status and contact person.
- 4.2 Bidder shall own, have rental or lease agreements for, or otherwise have readily available any and all equipment and tools necessary for proper execution of the work. The Owner reserves the right to request lists of equipment or tools available for the project including sources.
- 4.3 Bidder shall provide pertinent information to the Owner relative to any pending suits or outstanding liens. If no information is provided by the Bidder, the Owner shall assume that any such suits or liens do not exist.
- 4.4 The Owner may require similar information on any or all subcontractors proposed by the Bidder.
- 4.5 Bids of corporations not chartered in the state in which the work will take place must be accompanied by proper certification that the corporation is authorized to do business in that state.

#### PART 5 SUBCONTRACTORS

- 5.1 The Bidder shall state on the appropriate bid form the names of all Subcontractors proposed and the items of work they are to be assigned. All work not assigned to a Subcontractor shall be assumed by the Owner to be performed by the Bidder.
- 5.2 The Owner reserves the right to approve all subcontractors proposed by the Bidder. If the Owner, after due investigation, rejects the use of a proposed subcontractor, the apparent successful Bidder may either submit an acceptable substitution without increase in bid price or decline substitution and withdraw their bid without sacrificing their bid security. Any listed subcontractor to whom the Owner does not make written objection prior to award of contract, shall be deemed acceptable to the Owner.
- 5.3 Requests for changes of Subcontractor by the Bidder after the award shall be subject to the Owner's approval and shall not change the contract bid prices.
- 5.4 No contractor shall be required to employ any Subcontractor, person or organization against whom they have reasonable objection.

#### PART 6 BID REVIEW BY OWNER

- 6.1 The Owner reserves the right to reject any and all bids, to waive as an informality any and all irregularities, and to disregard all nonconforming, nonresponsive or conditional bids.

- 6.2 All extensions and totals of unit prices and quantities submitted as part of the bid shall be considered informal until verified by the Owner. All bids must be made on the forms contained herein and the bid prices must be written therein, in figures only. Unit prices shall be separately written for "Unit Price Labor," "Unit Price Material," and "Total Unit Price" for each item listed. Should an error in addition and/or multiplication be determined while checking the Contractor's math and verifying their total bid, the "Unit Price Labor" and the "Unit Price Material" figures shall govern in determining the correct "Total Unit Price" and the correct "Item Total."
- 6.3 Each bidder must bid on all Items, Alternates, Deductions, and Additions contained in the Bidding Forms. All bids not in conformity with this notice may be considered non-responsive and may be rejected.
- 6.4 More than one bid for the same work from an individual or entity under the same of different names will not be considered. Reasonable grounds for believing that that any bidder has an interest in more than one bid for the work may be cause for disqualification of that bidder and the rejection of all bids in which the bidder has an interest. A subcontractor or supplier is not a bidder, and may submit prices to multiple bidders.
- 6.5 In evaluating bids, the Owner may consider:
- A. The qualifications and experience of the Bidder, proposed subcontractors, and principal material suppliers as outlined in the plans and specifications.
  - B. Financial ability and soundness of the Bidder and proposed subcontractors.
  - C. Completeness of all bid forms and bid requirements.
  - D. Alternates and unit prices requested in the Bid Forms.
  - E. Unit prices or schedules of values that are or appear to be unbalanced.
  - F. Previous contractual experience with the Owner.
  - G. Whether or not the bid package complies with the prescribed requirements.
  - H. The proposed completion date, if applicable.
  - I. Any other matter allowed by law or local ordinance or resolution.
- 6.5 Owner may conduct further investigations as they deem necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the Bidders, proposed Subcontractors, and other persons and organizations to do the work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 6.6 Owner reserves the right to reject the bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

- 6.7 The Contract award shall be based on the lowest and best bid or lowest responsive and responsible bid (as applicable for the public contracting agency receiving bids) for the base bid and selected alternate items (if any) for this project.

## PART 7 BID SECURITY

- 7.1 Each bid must be accompanied by a certified or cashier's check in the amount of 10% of the amount bid, an irrevocable letter of credit in the amount of 10% of the amount bid or an original bond in the amount of 100% of the amount bid per ORC 153.54 and 153.571. The certified or cashier's check, or irrevocable letter of credit shall be from a financial institution authorized to transact business in the State of Ohio and acceptable to the Owner. The bond shall be underwritten by a Surety Company authorized to transact business in the State of Ohio having an Ohio agent and listed on the most current Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds." The bond shall be a "Bid Guarantee and Contract Bond" ("rollover bond") per O.R.C. sections 153.54 and 153.571 submitted for the full amount of the bid **including all alternates**, if any.

If bid security is made by bond, the Bidder and their Surety shall sign the Supplemental Bond Acknowledgement form and submit with their bid.

- 7.2 The certified or cashier's check, irrevocable letter of credit, or bond shall be made payable to the Owner and shall serve as a guarantee that in the event the bid is accepted and a contract is awarded to the successful Bidder, the contract will be executed by the bidder including any certifications, certificates or additional bonds required by the contract.
- 7.3 Failure on the part of the successful Bidder to execute the contract documents will cause the certified or cashier's check, irrevocable letter of credit, or bond to be forfeited to the Owner as damages.
- A. If the Owner awards the contract without rebidding, the Bidder (and the Surety on their bond if a bond was submitted) shall be liable to the Owner for a penal sum not to exceed the difference between the low bid and the next lowest bidder or 10% of the amount of the bid, whichever is less.
- B. If the Owner does not award the Contract to the next lowest Bidder, but resubmits the project for bidding; the Bidder (and the Surety on their bond if a bond was submitted) shall be liable to the Owner for a penal sum not to exceed the costs in connection with the resubmission of bids or 10% of the amount of the bid, whichever is less.
- 7.4 Checks or letters of credit for bid security of all bidders will be returned in the manner and timeframe stipulated in the Ohio Revised Code.

## PART 8 CONTRACT BOND

- 8.1 As security for faithful performance and payment of all obligations under the Contract, the Owner shall require and the successful Bidder shall furnish either:
- A. *If submitted as Bid Security at time of bid:* "Bid Guarantee and Contract Bond" (AKA "rollover bond") per O.R.C. sections 153.54 and 153.571.
  - B. *If a cashier's check or irrevocable letter of credit is submitted as Bid Security at time of bid:* Contract Bond per Ohio Revised Code Sections 153.54 and 153.57, in the amount of 100% of the Contract Price. The Contractor and their Surety shall sign the Supplemental Bond Acknowledgement form and submit with the Contract forms
- 8.2 The bond shall be underwritten by a Surety Company authorized to transact business in the State of Ohio having an Ohio agent and listed on the most current Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds."
- 8.3 The contract bond shall cover correction of the work for the period stated in the specifications and the correction period shall start upon Final Acceptance of the entire project and final payment by the Owner.
- 8.4 Nothing in the performance of the Engineer's service to the Owner in connection with this project shall in any way imply any undertaking for the benefit of the successful Bidder, its subcontractor(s), or the surety of any of them.

## PART 9 AWARD AND EXECUTION OF CONTRACT

- 9.1 After the Owner's legislative body awards the project, the successful bidder will receive the unsigned contract documents. Within 10 days after their receipt, the successful Bidder shall sign and deliver to the Owner said contract documents including any certifications, certificates, or additional bonds required by the contract.
- 9.2 The Owner shall execute the Contract within 60 days after the day of the bid opening. When necessary and by mutual consent between the Owner and the Successful Bidder, this 60-day period may be extended.
- 9.3 The date of the Owner's signature on the Contract Agreement shall be the effective contract date.
- 9.4 The Owner shall execute and deliver to the successful Bidder one set of fully executed contract documents.

## PART 10 INSURANCE

- 10.1 Verification of limits for public liability, property damage, automobile, Worker's Compensation, or any other insurance required by the provisions of this Contract must be submitted to the Owner prior to execution of the Contract.

- 10.2 All insurance shall be endorsed so that it cannot be cancelled for non-payment of premium for 10 days or cancelled or non-renewed for any other reason in less than 30 days after a written notice of such proposed action by the insurer is given to the Owner. The cancellation clause on the Certificate(s) of Insurance shall read as specified in the Supplementary Conditions and failure to submit an insurance certificate and/or policy endorsement verifying same shall be reason for the Owner to consider the Contractor non-responsive in complying with the requirements for contract execution and may be cause for forfeiture of the Bid Security to Owner.
- 10.3 The Contractor's Liability Insurance policy(s) shall be endorsed such that limits are on a Per Project basis.
- 10.4 The Contractor shall also provide an Owner's and Contractor's Protective Policy.

#### PART 11 NON-COLLUSION AFFIDAVIT

- 11.1 Collusion between bidders will be cause for rejection of affected bids and may be cause for rejection of all bids. Multiple bids submitted by one bidder under the same name or different names, whether as an individual, firm, partnership, corporation, profit or non-profit, affiliate, or association will be cause for rejection of bids. A subcontractor is not a bidder, and may submit prices to multiple bidders.
- 11.2 All bidders shall submit an affidavit that their bid is genuine and not collusive or sham; that such bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other bidder or person shall refrain from bidding; that such bidder has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner or any person or persons interested in the proposed contract; that such bidder is the only party (or parties) who has an interest with the bidder in the profits of any contract which may result from the herein contained proposal; that no individual affiliated with the Owner, including but not limited to the head of any department, any employee, or any other official or officer of the Owner, is or will be directly or indirectly interested in this bid, and/or the profits from this bid if successful; that no individual affiliated with the Owner, including but not limited to the head of any department, any employee, or any other official or officer of the Owner, has or will receive anything of value as a result of the submission of this bid or its award; that no individual affiliated with the Owner, including but not limited to the head of any department, any employee, or any other official or officer of the Owner, has been solicited to provide assistance and/or provided assistance to the bidder which might give the bidder a competitive advantage or circumvent the competitive bidding process; and that all statements contained in said proposal are true; and further, that such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.
- 11.3 Each bid must be accompanied by a completed Noncollusion Affidavit provided within the contract documents.

11.4 Where there is reason to believe collusion or combination among bidders exists, the Owner reserves the right to reject the bid of those concerned.

#### PART 12 DELINQUENT PERSONAL PROPERTY STATEMENT

12.1 Included with the contract documents is a Delinquent Personal Property Statement to be filled out by the successful Bidder.

12.2 The statement shall be sent to both the County Auditor and the County Treasurer. A signed copy shall remain in the contract documents as well.

#### PART 13 ORIGINAL DOCUMENTS

13.1 All bid forms, contract forms, bonds and any other bid documents or contract documents requiring signatures shall be submitted with original signatures. No photo copies or faxed copies of signed documents shall be accepted.

#### PART 14 ADDENDA

14.1 The bidder shall be responsible to obtain Addenda from the web at [www.ctconsultants.com/bidinfo/index.html](http://www.ctconsultants.com/bidinfo/index.html).

END OF SECTION 02/2020

## PRICES TO INCLUDE

### PART 1 - GENERAL

Any work shown on the plans or required in the specifications but not paid for separately as a bid item shall be included in the cost of other bid items. The amount bid for each Bid Item shall include the following:

- 1.1 All labor, materials, tools, equipment, and transportation necessary for the proper execution of the work in accordance with the Contract Documents.
- 1.2 All assistance required by the Engineer to verify compliance with the Contract Documents, including measuring for final pay quantities.
- 1.3 Project coordination and scheduling.
- 1.4 Detailed breakdown of lump sum bid items as requested by the Engineer.
- 1.5 All provisions necessary to protect workmen, the general public, and property along the work in accordance with the Contract Documents.
- 1.6 Protection and/or replacement of existing property corner monuments.
- 1.7 Record drawings of the installed location of all underground electrical conduit, sewers, tees, wyes, laterals, etc.
- 1.8 Reimbursement to Owner for costs of re-inspection or re-testing of any work not installed in compliance with the Contract Documents.
- 1.9 Mobilization, including toilet facilities for duration of project.
- 1.10 Providing and implementing the Quality Control Plan in accordance with Specification Section 013319.
- 1.11 Bonds and Insurances (including "Owner/Contractor Protective Policy", "All Risk Builders Risk Insurance", and/or "Installation Floater Insurance", as require.
- 1.12 Replacement of all existing pavement striping removed or marred on improvement and adjacent streets due to construction.
- 1.13 Reference to ODOT 401.20 "Asphalt binder Price Adjustment" is to be deleted and will not apply to this Contract.
- 1.14 Inspection fees to Lake County Department of Utilities.
- 1.15 Dumpsters / trash and debris removal from site.

### PART 2 - ITEMS

All work proposed by this contract shall be quantified and paid for in accordance with the pertinent O.D.O.T. specification except as specifically altered by other provisions of this contract.



## 2.1 PRECONSTRUCTION VIDEOTAPE DOCUMENTATION

### Basis of Payment

The lump sum price shall include all costs associated with hiring a professional video graphing firm to document in detail the existing conditions of the entire work area and potential disturbed areas and submitting a high quality DVD with audio commentary and video log.

## 2.2 TREE REMOVAL, AS PER PLAN

### Method of Measurement

The quantity to be paid shall be the number of trees greater than 12” diameter removed per the plans and specifications.

### Basis of Payment

The unit price shall include removal and disposal of tree, and the furnishing of all labor, materials tools, and appurtenances necessary to complete the work as specified or as shown.

## 2.3 STUMP REMOVAL, AS PER PLAN

### Method of Measurement

The quantity to be paid shall be the number of stumps greater than 12” diameter removed per the plans and specifications.

### Basis of Payment

The unit price shall include removal and disposal of entire stump and landscape timber planters, excavation, backfilling and compaction, and the furnishing of all labor, materials, tools, and appurtenances necessary to complete the work as specified or as shown.

## 2.4 EXCAVATION OF SUBGRADE AND EMBANKMENT WITH GRANULAR MATERIAL, CCS, AS PER PLAN

The work, method of construction and materials for undercut and backfill unsuitable subgrade, as directed, shall conform to ODOT Item 204, with the following modifications:

1. The following items of work shall be considered incidental costs to be included in the bid item:
  - a. Excavation to depth required by the Engineer to remove unstable material.
  - b. Backfill and compaction to a level equal to the proposed subbase with No. 304 stone under new pavement. The unit price in the Bid shall be for crushed limestone.

### Method of Measurement

The quantity to be paid of cubic yards of undercut and backfill unsuitable subgrade, as directed, shall be the number of cubic yards excavated and backfilled, complete and accepted, measured and calculated by surface area of the pavement above the undercut times the depth directed to be undercut.

### Basis of Payment

The unit price shall be full compensation for furnishing and placing all materials and furnishing all labor, tools and equipment necessary to complete the work as specified or as shown on the contract drawings.

## 2.5 PARTIAL DEPTH PAVEMENT JOINT REPAIR, AS PER PLAN

The work, method of construction and materials for partial depth joint repair shall include routing, cleaning and resealing of joints and cracks in concrete pavement/base shall be as follows:

Where longitudinal and transverse or other random cracks occur and where such cracks, in the opinion of the engineer, are not structurally damaging to the pavement, the Contractor shall rout, clean and reseal the crack opening. Where the crack extends deep into the pavement and the surface opening is greater than 3/4", it shall be prepared as stated above and resealed as follows: the lower portion of the crack shall be filled with hot applied ODOT Item 705.44 joint sealer; the upper portion of the crack shall be filled with sand asphalt.

The sand shall conform to ODOT Item 703.05 except that 100% must pass the number 4 sieve. The bitumen content shall be directed by the laboratory within 5.0 and 10.0 percent of the total mix. Longitudinal and random cracks with surface opening less than 3/4" shall be filled with ODOT Item 705.04 joint sealer.

Constructed longitudinal and transverse pavement joints in the existing pavement that, in the opinion of the Engineer, do not require structural repair shall be routed, cleaned and resealed as stated above for the width of the surface opening.

### Method of Measurement

The number of cubic yards of sand asphalt used in the joint repair shall be the method of measurement for partial depth joint repair by the Engineer and measured in the field.

### Basis of Payment

The unit price stipulated per cubic yard of sand asphalt for routing, cleaning and resealing joints and cracks in concrete pavement/base shall be full compensation for furnishing and placing all materials and furnishing of all labor, tools, materials and equipment necessary to complete the work as specified or as directed.

## 2.6 FULL DEPTH PAVEMENT REMOVAL AND RIGID REPLACEMENT, AS PER PLAN

The work, method of construction, and materials for full depth pavement removal and rigid replacement, as per plan, shall conform to ODOT Item 255 and as per details on the plans with the following modifications:

- A. Saw cuts shall be made to the full depth of the existing concrete pavement and be considered an incidental cost to be included with the bid item.
- B. Concrete replacement thickness shall not be less than the existing thickness.
- C. The unit price shall include hook bolt installation and the application of joint sealant.
- D. 3" subgrade, installation, preparation, and compaction are to be included for payment under this item.
- E. ODOT Item 499 Concrete, Class QC MS mix shall be used.

### Method of Measurement

The number of square yards of full depth pavement removal and rigid replacement shall be the actual number of square yards removed and replaced, completed and accepted.

### Basis of Payment

The unit price stipulated per square yard for full depth pavement removal and rigid subgrade, as directed, shall be full compensation pavement saw cutting, pavement removal, subgrade compaction, concrete replacement, hook bolts, joint sealant and for furnishing and placing all materials, and furnishing all labor, tools, and equipment necessary to complete the work as specified or as shown in the contract drawings.

## 2.7 PAVEMENT REPLACEMENT, ROADWAY/DRIVE APRON, AS PER PLAN

The work method of construction and materials for pavement replacement of the type specified shall be in accordance with ODOT Item 253 except as modified herein. Subgrade shall be compacted to 18 inches beyond the edge of pavement. No slag products shall be used for subbase.

- 1. Subgrade, installation, preparation, compaction, and proofrolling to be performed are included for payment under this Item.

### Method of Measurement

The quantity to be paid of pavement replacement including subbase and curbs of the thickness and class of concrete specified, shall be the number of square yards of pavement completed and accepted in place. The width for measurements will be the width of the pavement shown

on the typical cross-section of the plan, details, additional widening where called for, or as otherwise directed in writing by the Engineer. The length will be measured horizontally along the centerline of the installed utility. The plan quantities as adjusted for changes, errors and deviation in excess of allowable tolerances will be the method of measurement.

#### Basis of Payment

The unit price per square yard, shall be full compensation for furnishing and placing all materials, including reinforcing steel, dowels and joint materials, subbase material and compaction, concrete, asphalt, concrete curb, joint saw cutting, curing compound and furnishing all labor, tools, appliances, equipment and all other appurtenances necessary to complete the work as specified or as shown.

### 2.8 PAVEMENT PLANING, AS PER PLAN

The work method of construction and materials for bituminous pavement planing shall conform to ODOT Item 254 with the following modifications.

- A. A portion of the material removed shall be disposed at a location within City of Wickliffe designated by the City Engineer.
- B. Bituminous pavement planing shall include planing of any existing concrete patches and/or trench caps whether exposed or covered by an asphalt layer to the depth to match existing concrete base elevation.
- C. Pavement planing shall include cleaning and removal of debris and loose pieces of asphalt to the satisfaction of the City prior to the installation of the leveling course.

#### Method of Measurement

The number of square yards of bituminous pavement planing shall be the actual square yards of pavement planed to the depth specified and disposed at a City site.

#### Basis of Payment

The unit price stipulated per square yard for pavement planing of the thickness specified shall be full compensation for furnishing and placing all materials, disposal of removed material at a City site as specified and/or removal offsite, and furnishing of all labor, tools and equipment necessary to complete the work as specified or as shown on the contract drawings.

### 2.9 TACK COAT, TRACKLESS TACK

The work, method of construction and materials for tack coat shall conform to ODOT Item 407 with the following modifications:

- A. Tack coat shall be applied at a minimum rate of 0.10 gallons per square yard.
- B. Tack coat shall be a non-tracking emulsified asphalt meeting the requirements of ODOT 702.12.

### Method of Measurement

Bituminous material will be measured by the gallons furnished and placed. No measurement will be made for sand cover aggregate (if required).

### Basis of Payment

The unit price stipulated per gallon of tack coat as directed shall be for accepted quantities complete in place with no additional payment for sand cover aggregate and shall include the furnishing and placing of all materials; and furnishing of all labor, materials, tools and appliances necessary to complete the work as specified or as shown on the contract drawings.

## 2.10 ASPHALT PRESERVATIVE SEAL, AS PER PLAN

The work, method of construction and material for Asphalt Concrete Pavement Preservative Seal shall conform to Section 320113.62 – Asphalt Surface Treatment and recommendation of the manufacturer.

### Method of Measurement

The measurement of asphalt concrete pavement preservative seal shall be the actual number of square yards of asphalt concrete surface treated, completed and accepted.

### Basis of Payment

The unit price stipulated per square yard of asphalt concrete pavement preservative seal shall be full compensation for furnishing and placing all materials including surface cleaning/preparation and preservative seal material; applying a coating of dry sand and removal of sand by street sweeping, traffic control, and furnishing of all labor, tools, materials and equipment necessary to complete the work as specified or as shown on the contract documents.

## 2.11 ASPHALT CONCRETE INTERMEDIATE COURSE, AS PER PLAN

The work, method of construction and materials for asphalt concrete surface course shall be in accordance with ODOT Item 448 with the following modifications:

- A. Compacted thickness shall be as detailed on the plans.

### Method of Measurement

The measurement of asphalt concrete intermediate course of the thickness specified shall be the number of cubic yards of asphalt concrete intermediate course completed and accepted in place. The area for measurements will be as shown on the plans, or as otherwise directed in writing by the engineer. The plan quantities as adjusted for changes, errors and deviation in excess of allowable tolerances will be the method of measurement.

### Basis of Payment

The accepted quantities of asphalt concrete intermediate course of the thickness specified shall be full compensation for furnishing and placing all materials, including furnishing all labor, tools, appliances, equipment and all other appurtenances necessary to complete the work as specified or as shown; including any necessary pavement saw cuts.

#### 2.12 ASPHALT CONCRETE SURFACE COURSE, AS PER PLAN

The work, method of construction and materials for asphalt concrete surface course shall be in accordance with ODOT Item 448 with the following modifications:

- A. Compacted thickness shall be as detailed on the plans.
- B. All gutters, street castings and joints shall be sealed with an approved liquid bituminous material 4 inches in width and the cost is to be included with the bid item.
- C. Hot applied asphalt joint adhesive is to be applied to cold longitudinal construction joints and shall conform to ODOT supplemental Specification 875. This item shall be included in the cost of Asphalt Concrete Surface Course.
- D. Necessary butt or tapered edge joints and pavement saw cuts shall be considered incidental costs to be included in this bid item.
- E. Reclaimed or recycled material shall not be used. Only new materials shall be used.
- F. Replacement of all pavement striping removed or marred on improvement and adjacent streets shall be considered incidental costs to be incurred in the Bid Item.

### Method of Measurement

The measurement of asphalt concrete surface course of the thickness specified shall be the number of cubic yards of asphalt concrete surface course completed and accepted in place. The area for measurements will be as shown on the plans, or as otherwise directed in writing by the Engineer. The plan quantities as adjusted for changes, errors and deviation in excess of allowable tolerances will be the method of measurement.

### Basis of Payment

The accepted quantities of asphalt concrete surface course of the thickness specified shall be full compensation for furnishing and placing all materials, including sealing materials, pavement striping, and furnishing all labor, tools, appliances, equipment and all other appurtenances necessary to complete the work as specified or as shown; including feathering at drives as necessary and butt or taped edge joints and necessary pavement saw cuts.

## 2.13 CONCRETE SEALING SURFACE TREATMENT, SINAK, AS PER PLAN

All new exposed new concrete pavement, drives, aprons, walks, curbs, and curb ramps shall receive Portland cement concrete sealing. The concrete shall be cured immediately after placement with a self-degrading curing compound such as ChemMasters Safe-Cure Clear, Water Based Resin, or equal. All exposed areas to be treated shall be broomed and high pressure power washed prior to application of the penetrating sealer.

The work, method of construction and materials shall be in accordance with Section 321213.33.

### Method of Measurement

The quantity to be paid of Portland cement concrete sealing surface treatment shall be the actual square yards of surface area which receives treatment at the specified application rates.

### Basis of Payment

The unit price stipulated per square yard of Portland Cement concrete sealing surface treatment, complete in place shall be full compensation for furnishing and applying the sealer at the specified application rates to all exposed reinforced and plain concrete pavements and concrete curbs, walks and curb ramps unless directed otherwise by the Engineer; and furnishing all labor, tools, materials and equipment necessary to complete the work as specified or as shown.

## 2.14 PAVEMENT REINFORCING FABRIC, FIBERGLASS/POLYMER BLEND, AS PER PLAN

The work, method of construction and materials for pavement reinforcing fabric including AC-20 fabric tack shall conform to the contract specifications.

### Method of Measurement

Measurement will be made on a square yardage basis for the actual number of square yards of pavement reinforcement fabric for the type specified installed as measured in the field.

### Basis of Payment

The unit price stipulated per square yard of pavement reinforcing fabric, including the application of asphalt cement AC-20, shall be for accepted quantities complete in place and shall include the preparation and cleaning of the surface are, the furnishing and placing of all materials; and furnishing of all labor, materials, tools and appliance necessary to complete the work as specified or as shown on the contract drawings.

## 2.15 CONCRETE DRIVES, APRONS, WALKS, AND CURB RAMPS, AS PER PLAN

The work, method of construction and materials for concrete walk, concrete curb ramps and concrete pavement for drives shall conform to ODOT Items 608, 452, 304, 203 and 202, except as modified herein or as shown on the contract drawings.

- A. There will be no separate measurement or payment for removal and disposal of existing walk or concrete drives or subbase, crushed limestone base, and subgrade compaction. These items of work shall be included in the furnishing and installation of new walks or curb ramps or concrete pavement for drives.
- B. Wire mesh reinforcing shall be furnished and installed if included in an existing apron. The cost of furnishing and installing the wire mesh reinforcing shall be included in the cost of this item of work.
- C. The unit price shall include Fiber Reinforcement as indicated.
- D. There will be no additional compensation for providing a thickened edge and/or integral curb, as detailed.
- E. ODOT Item 499 Concrete, Class QCMS mix shall be used in drives and drive aprons.
- F. ODOT Item 499 Concrete, Class QC1 shall be used for walks and curb ramps.
- G. Each and every sidewalk, drive slab and joint shall be edge tooled after texturing surface.
- H. ODOT 304 Aggregate Base, utilizing crushed limestone, shall be provided with these items.

### Method of Measurement

The quantity to be paid of concrete walk, concrete curb ramps, and concrete for drives to the thickness and class of concrete specified shall be the actual square dimension, square feet or square yards as indicated in the Proposal of finished surface complete in place.

### Basis of Payment

The unit price stipulated per square foot or square yards (as indicated in the Proposal) for concrete walk, concrete curb ramp and concrete pavement for drives or aprons of the thickness and class of concrete specified shall be full compensation for furnishing all materials, grading, forming, finishing of the walk, curb ramp and pavement including removal and disposal of existing grass, sod, topsoil, bushes, trees, walk or pavement and curbs, necessary pavement saw cutting, clearing and grubbing, excavation and/or backfill to required line and grade, subgrade compaction as required, furnishing and installing subbase or base material, integral curbing, adjustment of water/gas service valves, concrete, curing compound, and expansion joint material; wire and/or mesh reinforcing as required; furnishing of all labor, tools, materials and equipment necessary to complete the work as specified or as shown.



The unit price shall also include all costs for the location referencing and saw cut marking of sewer lateral markings with the appropriate symbol of the curb line once paving operations are complete.

## 2.16 CONDUIT POINT REPAIRS

### Method of Measurement

- A. All point repairs must be listed in the specifications or have written authorization from the Engineer prior to the beginning of construction. The Engineer will specify the stations of the repair section relative to the downstream and/or upstream manholes.
- B. Conduit Point Repairs - Pipe Replaced: The quantity to be paid shall be the number of conduit (sewer pipe) point repairs constructed per the specifications. Each point repair shall include up to six (6) feet of pipe of each type of conduit/sewer type to be removed and replaced in each trench.
- C. Sewer Pipe Point Repairs – Lateral Line Reconnected: The quantity to be paid shall be the number of service connections in the point repair section reconstructed within the trench limits per the specifications.

### Basis of Payment

The unit price per point repair item shall be irrespective of the depth, class or size of pipe and, if not called out as a separate pay item, shall include horizontal and vertical surveying; locating and reconnecting the existing service connection field location, exploratory excavation, and verification of existing utilities prior to excavation; traffic maintenance including signs, barricades, and flaggers; clearing and protection of existing trees or vegetation to be saved; protection and/or replacement of all existing utilities; pavement, earth and/or rock excavation; sheeting; shoring; disposal of undesirable and excess material; all pumping required for adequate handling of flow bypassing, underground water and/or surface water; bedding; the furnishing and laying of pipe; specials; bends; tees; fittings; plugs; stoppers; cleanouts; bulkheads; jointing materials; connection to existing conduit or structures; furnishing and placing low strength mortar backfill material under pavement and within a 1:1 influence line of the edge of pavement; compaction and compaction testing of suitable backfill material where low strength mortar is not used; correction of settlement for one (1) year; internal videotaping; Owner's costs related to re-inspection of pipe failing internal videotaping; temporary pavement; in kind replacement of pavement, curbs, sidewalks, driveways and aprons; replacement or supporting of power and telephone poles, posts, signs, mailboxes, paper boxes, fences, landscape timbers, guardrail, sign wiring, fixtures, or other appurtenances; surface grading, restoration, seeding and mulching of all disturbed areas; site cleanup; and the furnishing of all labor, materials, tools and appurtenances necessary to complete the work as specified or as shown.

## 2.17 4-INCH SHALLOW PIPE UNDERDRAIN WITH FABRIC WRAP, AS PER PLAN

The work, method of construction and materials for underdrain of the size specified with filter fabric trench wrap shall be in accordance with ODOT Item 605 with the following modifications:

1. Pipe material shall meet the requirement of ASTM D2729 Polyvinyl Chloride sewer pipe and fillings, perforated.
2. Filter fabric trench wrap to be ODOT 712.09 Type A filtering fabric or approved equivalent.
3. Trench dimensions shall be as detailed on the plans.
4. Bedding and backfill material shall be No. 67 aggregate, 703.01.
5. The cost of connecting to existing drainage structure is to be included with this item of work.

### Method of Measurement

The quantity of underdrains of the size and type specified to be paid for shall be the actual number of lineal feet of pipe with aggregate and filter fabric complete in place, measured from end to end of each run of pipe. Pipe fittings and specials shall not be measured separately.

### Basis of Payment

The unit price stipulated per lineal foot of underdrain shall be irrespective of the depth, class and size of pipe and shall include the furnishing and installing of the pipe, risers, specials, bends and fittings or cored stubs where shown on the drawings, filter fabric trench wrap, backfill material as specified, bedding, jointing material, plugs, stoppers, bulkheads, sheeting and shoring; earth and/or rock excavation; testing of compaction; disposal of undesirable and excess material; connection to drainage structures; dewatering, including all pumping required for underground or surface water; and the furnishing of all labor, materials, tools and appliances necessary to complete the work as specified or as shown.

## 2.18 CURB, ALL TYPES, INCLUDING REMOVAL, AS PER PLAN

The work, method of construction and materials for concrete curb as directed, of the type specified shall conform to ODOT Items 609 and 202 and as per details in the plans with the following modifications.

- A. ODOT Item 499 Concrete, Class QC MS mix shall be used for all curbs.

### Method of Measurement

The length of curb of the type specified shall be the actual length of curb removed, replaced and accepted.

### Basis of Payment

The unit price stipulated per lineal foot for curb as directed for the type specified shall be full compensation for excavation, removal and disposal of existing curb base, pavement, including necessary saw cuts, restoration of curb underdrains as required, backfill, lineal grading behind the curb to establish positive drainage as directed, seeding and mulching behind the curb, and installing hook-bolts, dowels, joint sealant and new curbs and furnishing and placing all materials, and furnishing all labor, tools, and equipment necessary to complete the work as specified or as shown in the Contract Drawings.

## 2.19 SEWER CONSTRUCTION

The work, method of construction and materials for sewer construction shall be in accordance with ODOT Item 611 with the modifications shown on the improvement plans and detailed in the specifications.

### Method of Measurement

The quantity of sewer to be paid for shall be determined for gravity sewers by the linear feet difference in horizontal stationing between centerlines of as-built manholes and/or inlets, the existing sewer main or the end of pipe for stub connections.

### Basis of Payment

The unit price stipulated per lineal foot for sewer pipe of the various sizes and types specified shall be irrespective of class of pipe and depth and if not called out as a separate pay item, shall be full compensation for maintenance of traffic for the duration of the project; earth and/or rock excavation for the pipe and foundation for same, including clearing and grubbing; removal of all materials necessary for placing the pipe, including existing pavement (flexible or rigid), the complete removal of the existing sanitary and storm sewers, manholes and catch basins except materials listed separately; furnishing and placing granular or concrete bedding and special backfill as required, testing of compaction, constructing and subsequently removing all necessary boring and receiving pits, cofferdams, cribs, sheeting and shoring; furnishing, installing and operating necessary pumps, pipes and appurtenances necessary for flow bypassing and/or trench dewatering; sealing or banding all pipe joints where required; furnishing and installing of the pipe jointing materials and all necessary plugs, bulkheads, bends, fittings, specials and branches of a type at least equal to the conduit of which it becomes part; furnishing and installing concrete encasements, boring and steel casing pipe where required; protection, verification and/or replacement of all existing utilities, i.e., gas mains gas connections water mains (including hydrants and their connections to the main), water connections, sanitary sewers, sanitary connections, storm sewers, storm connections, curb drains, catch basins, culverts, electric or telephone underground cables and/or underground connections if damaged by the Contractor; protection of existing trees or vegetation; joining of the pipe to existing and proposed manholes, catch basins, structures, and other appurtenances as required whether temporary or permanent; leakage testing or internal videotaping; disposal of all surplus and unsuitable materials; furnishing and installing temporary stone trench topping

of pavement and driveways; removal and replacement of poles, posts, signs, mailboxes, paperboxes, fences, landscape timbers, guardrails, sign wiring, fixtures and other appurtenances; removal and replacement of any damaged curbing, sidewalk, driveways, parking lots and roadways as directed by the Engineer; and the furnishing of all labor, tools, materials and equipment necessary to complete the work as specified or as shown.

2.20 CONDUIT, MISC.: CONNECTION TO EXISTING SEWER / MANHOLE, AS PER PLAN

Method of Measurement

The number of connections of new sewer to existing pipes, manholes or structures paid shall be for each furnished in accordance with the Contract Drawings, details and specifications.

Basis of Payment

The unit price stipulated, per each connection to existing pipes, manholes or structures shall be irrespective of the depth, class and size of pipe and shall include furnishing and connecting the pipe, pipe adapters and/or couplings, field coring existing manholes or structures, fittings, ASTM C-923 rubber seals, bedding, jointing material, bulkheads, concrete collars, rechanneling of the existing manhole invert as needed, removal and disposal of existing pipes and debris, pumping required for adequate handling of flow bypassing.

2.21 CATCH BASIN WITH SUMP AND TRAP, AS PER PLAN

Method of Measurement

The quantity of each catch basin to be paid for shall be the actual number furnished and built in place in accordance with the contract drawings and with these specifications.

Basis of Payment

The unit price bid for catch basins shall include the furnishing and construction in place of the catch basins complete with excavation; backfill; frame and cover; steps; concrete; steel reinforcement; bricks; mortar; plastering; precast manhole sections; granular backfill under proposed or existing pavements, walks, drives, existing drainage structures, and disposal of all undesirable material; and the furnishing of all labor, materials, tools and appliances necessary to complete the work as specified or as shown. The unit price shall also include all sewer stubs, trap assemblies, sumps and plugs or connection of existing sewers to the drainage structure as indicated on the contract drawings or directed by the Engineer.

Adjustments in final casting elevations of plus or minus one (1) foot shall be included in the unit price.

## 2.22 CASTINGS ADJUSTED TO GRADE, AS PER PLAN

The work, method of construction and materials for various street castings adjusted to grade shall be in accordance with ODOT Item 611 with the following modifications:

- A. Metal adjusting rings or castings shall not be used. Existing risers shall be removed during the casting adjustment.
- B. Brick used shall be clay or shale brick meeting the requirements of ASTM C32 sewer brick, Grade SM.
- C. Concrete brick or masonry block shall not be used.
- D. The height limitation for additional compensation shall be revised from one (1) foot to two (2) feet.
- E. Type QC MS concrete shall be used for fill around all castings.
- F. All costs for work and material associated with incorporating a new style casting designated by the City which may include steel plates, corbelling, and/or shifting the casting to its proper location shall be included in this Item.

### Method of Measurement

The quantity to be paid for of each, manholes, catch basins, water meter castings, monument boxes, gas valve boxes, water valve boxes, or service line valve boxes, adjusted to grade to be paid for shall be the actual number adjusted to grade in accordance with the contract, contract drawings and these specifications. Adjusting to grade of items proposed for new or replaced construction as part of the project will not be measured and shall be paid for in the cost of installation of that item.

### Basis of Payment

The unit price stipulated, each, for manholes, catch basins, water meter castings, monument boxes, gas valve boxes, water valve boxes or service line valve boxes, adjusted to grade to be paid for under this Item shall be full compensation for furnishing and placing all material including removal, cleaning, storage and resetting of salvaged casting or new casting; pavement saw cutting, resetting of loose brick work if needed, 3/4-inch steel plates, and furnishing of all labor, tools, and necessary appurtenances to complete the work as specified or as shown on the contract drawings.

## 2.23 STRUCTURES RECONSTRUCTED TO GRADE, AS PER PLAN

The work, method of construction and materials for catch basins or manholes reconstructed to grade shall be in accordance with ODOT Item 611 with the following modifications:

- A. The Contractor and the representative of the Engineer shall field check all manholes and catch basins within the project which are to remain. Any manhole or catch basin found to exhibit substantial deterioration and requires more work than specified under adjusted to grade, shall be reconstructed to grade to a depth as directed by the Engineer.
- B. Metal adjusting rings or castings shall not be used.
- C. Brick used shall be clay or shale brick meeting the requirements of ASTM C32 sewer brick, Grade SM.
- D. Concrete brick or masonry block shall not be used.
- E. This Item shall be paid only for the vertical footage beyond the 2-foot maximum of the adjust to grade item.
- F. Type QC MS concrete shall be used for fill around all castings.
- G. All costs for work and material associated with incorporating a new style casting designated by the City which may include steel plates, corbelling, and/or shifting the casting to its proper location shall be included in this Item.

#### Method of Measurement

The vertical feet of manholes or catch basins reconstructed to grade to be paid for shall be the actual vertical feet reconstructed to grade measured vertically from the bottom of the casting to bottom of wall reconstructed in accordance with the contract, contract drawings and these specifications. Adjusting to grade of items proposed for new or replaced construction as part of the project will not be measured and shall be paid for in the cost of installation of that item.

#### Basis of Payment

The unit price stipulated, per vertical feet for catch basins, or manholes reconstructed to grade to be paid for under this Item shall be full compensation for furnishing and placing all materials including removal, cleaning, storage and resetting salvaged or new casting and furnishing of all labor, tools, and necessary appurtenances to complete the work as specified or as shown on the contract drawings.

### 2.24 MISCELLANEOUS METALS

The work, method of construction and materials for miscellaneous metals shall be in accordance to pertinent sections of ODOT 611 with the following modifications:

1. Existing castings may prove to be unsuitable, as determined by the Engineer, during construction of the project. It shall be the Contractor's responsibility to provide the casting of the required type, size and strength for the particular structure in question, as directed by the Engineer. All grated castings shall be bicycle safe.

2. All castings shall conform to the requirements of ODOT Item 611.
3. All castings removed shall remain the property of the Owner and shall be delivered to a location within the City as directed by the Owner.
4. The Contractor is cautioned to use extreme care in the removal, storage and replacement of all castings. Any casting damaged by the negligence of the Contractor shall be replaced with the proper casting by the Contractor at no expense to the Owner.
5. The Contractor shall not order materials until authorized by the Engineer.
6. Castings installed for new structures (manhole/catch basins) or reconstructed to grade shall not be paid for under this item.

#### Method of Measurement

The quantity of miscellaneous metal to be paid for shall be actual pounds of metal supplied, supported by invoice, and accepted.

#### Basis of Payment

The unit price stipulated per pounds of miscellaneous metal shall be compensation for furnishing all materials, including delivery of old castings to a location within the City designated by the Owner. Placing of the various castings shall be paid for under adjusted to grade bid items.

### 2.25 MAINTAINING TRAFFIC, AS PER PLAN

The work, method of construction and materials for maintaining traffic shall be in accordance with ODOT Item 614 and the Ohio Manual of Uniform Traffic Control Devices (OMUTCD).

#### Basis of Payment

The lump sum price stipulated for maintaining traffic shall include all costs for labor, materials, tools and appurtenances necessary to complete the work as specified. Payment shall be made progressively throughout the contract period in proportion to the percentage of work complete or as otherwise approved by the Engineer.

### 2.26 REMOVAL OF GROUND MOUNTED SIGN AND RE-ERECTION, AS PER PLAN

#### Method of Measurement

The quantity of each ground mounted sign to be paid for shall be the actual number of ground mounted signs removed and re-erected complete in accordance with the Contract Drawings and with these Specifications.

### Basis of Payment

The unit price stipulated, each, for removal of ground mounted sign and re-erection shall include the referencing of all signs, removal, storage, pavement coring, installation, pavement void joint sealant, including the furnishing of all labor, tools, materials and equipment necessary to complete the work as directed or as shown.

## 2.27 ABANDON EXISTING WATER MAIN

The work, materials and methods of construction to abandon the existing water main shall be in accordance with the current Lake County Department of Utilities Rules and Regulations, except as modified on these plans.

### Basis of Payment

The lump sum stipulated to abandon the existing water main shall include excavation and removal of all material; closing existing line valves and removal of existing valves and boxes; cutting existing water main at location shown on drawings; plugging or capping existing cast iron tee and water main; backfill; pavement and/or surface restoration not included in other items, as per plan details; furnishing of all labor, material, tools and appliances necessary to complete the work as specified.

## 2.28 CONNECT NEW WATER MAIN TO EXISTING WATER MAIN WITHOUT TAPPING SLEEVE OR CUT-IN TEE, AS PER PLAN

The work, method of construction and materials for connection to existing water main without tapping sleeve or cut-in tee shall be in accordance with the current Lake County Department of Utilities Rules and Regulations, except as modified in these specifications and/or contract drawings.

### Method of Measurement

The number of connections of the new water main to existing water mains without tapping sleeve or cut-in tee to be paid for shall be the actual number of connections in accordance with these specifications and/or contract drawings.

### Basis of Payment

The unit price bid shall be full compensation for all additional procedures, investigations, bypassing, fittings, required to locate and prepare existing pipe for connection and furnish all labor, tools, materials and appliances necessary to complete the work as specified or as shown.



## 2.29 WATER SERVICE CONNECTIONS, LONG AND SHORT

The work, method of construction, and materials for service connections including new curb stop and box shall be in accordance with the current Lake County Department of Utilities Rules and Regulations, except as modified in this specification or contract drawings. Short service connections are those on the same side of the street as the new water main, while long service connections are those on the opposite side of the street of the new water main. All service connections shall be copper, unless otherwise shown on the contract drawings.

### Method of Measurement

The number, each, of service connections including curb stop and box to be paid for shall be the actual number furnished and installed complete, tested, connected to the existing service connections or left for future use and ready for service.

### Basis of Payment

The unit price stipulated for each service connection, long and short, shall be full compensation for earth and/or rock excavation, boring, jacking or pushing for the service connection, the curb stop and box, backfilling as specified, dewatering, removal and disposal of the existing curb stop box and all excess and unsuitable material; furnishing and installing the new service connection including corporation stop, copper service, tubing and stop, reducers, setting curb box to finished grade, and blocking; field locating and connecting the existing service connections to the new curb stop and furnishing all labor, tools, materials and appliances necessary to complete the work as specified or as shown.

## 2.30 LEAD SERVICE REPLACEMENT, AS DIRECTED

The work, method of construction, and materials for lead service replacements shall be in accordance with the current Lake County Department of Utilities Rules and Regulations for water main installation and/or replacement, except as modified in these specifications and/or contract drawings. All service connections shall be Type K Copper, unless written approval from Lake County Department of Utilities allowing for a lead service connection to be reconnected to the new water main. This item shall only be used as directed by the Engineer and any portion of the amount not utilized shall be credited to the Owner.

### Method of Measurement

The measurement of customer-owned lead service replacement of the size and class specified to be paid for shall be the horizontal projected length installed complete, tested, and ready for service, including fittings as measured along the centerline of the pipe through fittings from center to center. No measurement will be made for the required bedding or backfill, saw cutting of existing pavement, or removal of any existing pavement within the service line trench. No payment will be made for distribution of customer notification door hangers, lead filters and pitchers within the project area and/or any other requirements as shown on the plans; payment to be included with ductile iron water main items.

### Basis of Payment

The unit price bid shall be full compensation for earth and/or rock excavation for the pipe and foundation for same, including clearing and grubbing, removal and disposal of materials necessary for placing the pipe, remove and/or transplant existing trees and shrubs as shown on the plans, furnishing and placing specified bedding, and backfill; furnishing, installing and operating necessary pumps, pipes and appurtenances necessary for flow bypassing and/or trench dewatering; furnishing and installing of the pipe, jointing material, plugs and clamps, tees, bends, mechanical joints, thrust blocking, concrete, performing boring, free boring, testing and disinfection; restoration of the customer's property including 4" minimum of topsoil and seeding and mulching for disturbed lawn areas; field locating and connecting to curb stop and to the inlet stop and waste valve inside the customer's home; protection of all other existing utilities including repair if damaged by the Contractor; traffic control including furnishing and installing traffic compacted surface in sidewalk and driveways, Lake County Department of Utilities inspection costs, and the furnishing of all labor, tools, materials and equipment necessary to complete the work as specified or as shown on the Contract Drawings.

### 2.31 GATE VALVES, VALVE BOX, CUT-IN TEES, BLOW OFF ASSEMBLIES AND TAPPING SLEEVES

The work, method of construction and materials for, gate valves and valve boxes, cut-in tee and solid sleeves, blow off assemblies, and tapping sleeves with tapping valve shall be in accordance with the current Lake County Department of Utilities Rules and Regulations, except as modified in these specifications and/or contract drawings. All gate valves shall be mechanical joint. Long valves shall have square boxes; hydrant valves shall have round boxes.

### Method of Measurement

The measurement of gate valve and box, cut-in tee and solid sleeve, blow off assemblies, and tapping sleeves with valve and box, of the sizes specified to be paid for shall be the actual number furnished and installed complete, tested, and ready for service. No measurement will be made for gate valves in fire hydrant assembly; payment will be included with the fire hydrant assembly.

### Basis of Payment

The unit price bid shall be full compensation for earth and/or rock excavation, backfill, disposal of surplus material, setting boxes to finished grade, furnishing and installing joint material, valve, box, cut-in tee and solid sleeve, joint restraints, concrete, thrust blocking, reinforcing steel and furnishing all labor, tools, materials and appliances necessary to complete the work as specified or as shown.

### 2.32 6-INCH HYDRANT ASSEMBLY, LAKE COUNTY SPECIFICATIONS

The work, method of construction and materials for hydrant assembly including 6-inch ductile iron pipe, Class 53, supply lines and 6-inch gate valve and box shall be in accordance with the current Lake County Department of Utilities Rules and Regulations, except as modified in this specification or contract drawings. All fittings shall be mechanical joint.

### Method of Measurement

The number, each, of hydrant assemblies of the type specified to be paid for shall be the actual number furnished and installed complete, tested, and ready for use including the hydrant, gate valve and box, and supply lines including anchoring ells and couplings. No measurement will be made for anchoring tees or reducers; payment to be included with pertinent ductile iron pipe water main items.

### Basis of Payment

The unit price stipulated each for hydrant assembly of the type specified shall be full compensation for earth and/or rock excavation for the assembly and the foundation of same, including clearing and grubbing, setting hydrant to finished grade including furnishing and placing hydrant extensions as required, removal and disposal of all surplus and unsuitable material, furnishing and placing the specified bedding and backfill, blocking, concrete, hydrant, supply piping, fitting and specials, Storz fittings, gate valve and box, jointing materials, constructing and subsequently removing all necessary cofferdams, cribs, sheeting and shoring; furnishing, installing and operating all necessary pumps, piping and appurtenances necessary for trench dewatering; protection of all other utilities and repaired, if damaged by the Contractor; and the furnishing of all labor, tools, materials and equipment to complete the work as specified or as shown.

## 2.33 FIRE HYDRANT AND VALVE BOX, REMOVED AND DISPOSED, AS PER PLAN

The work, method of construction and materials for removal of existing hydrants and hydrant valve boxes shall be in accordance with the current Lake County Department of Utilities Rules and Regulations, except as modified in these specifications or contract drawings.

### Method of Measurement

The number each of hydrants removed to be paid for shall be the actual number removed in accordance with the contract drawings and these specifications.

### Basis of Payment

The unit price stipulated for each removal of existing hydrants shall be full compensation for the undamaged removal of the hydrant and stored on site for the undamaged delivery of all removed parts by the Lake County Water Department, excavation necessary to remove the hydrant and the hydrant valve box and backfill; disposal of all other surplus, furnishing and placing temporary pavement replacement; and furnishing all labor, tools, materials and appliances necessary to complete the work as specified or as shown.

## 2.34 WATER MAIN AND FITTINGS

The work, materials and methods of construction for ductile iron water main and fittings shall be in accordance with the current Lake County Department of Utilities Rules and Regulations, except as modified in these specifications and/or contract drawings. All pipe, including hydrant supply lines, shall be ductile iron Class 53 cement lined with push-on joints except as noted on the plans. Fittings shall be mechanical joint with thrust blocking.

### Method of Measurement

The measurement of ductile iron pipe water main of the size and class specified to be paid for shall be the horizontal projected length installed complete, tested and ready for service, including fittings as measured along the centerline of the pipe through fittings from center to center and through valves. No measurement will be made for hydrant supply lines; payment will be included with the hydrant assembly item. No measurement will be made for the required bedding or backfill; payment will be included in the unit price stipulated for water main.

### Basis of Payment

The unit price bid shall be full compensation for earth and/or rock excavation for the pipe and foundation for same, including clearing and grubbing, removal and disposal of all materials necessary for placing the pipe, remove and/or transplant existing trees and shrubs as shown on plans, furnishing and placing specified bedding, backfill and polywrap; sheeting and shoring to be left in place as shown on plans; furnishing, installing and operating necessary pumps, pipes and appurtenances necessary for flow bypassing and/or trench dewatering; furnishing and installing of the pipe, jointing material, plugs and clamps, tees, bends, thrust blocking, concrete; performing boring, free boring, testing and disinfection, protection of all other existing utilities including repair if damaged by the contractor; traffic control including furnishing and installing traffic compacted surface in sidewalk and driveways, Lake County inspection costs, and the furnishing of all labor, tools, materials and equipment necessary to complete the work as specified or as shown.

## 2.35 WATER METER AND METER BOX, AS PER PLAN

The work, method of construction and materials for water meter and meter box shall be in accordance with the current Lake County Department of utilities rules and Regulations, except as modified in these specifications and/or contract drawings.

### Method of Measurement

The measurement of water meter and meter box, of the sizes specified to be paid for shall be the actual number furnished and installed complete, tested, and ready for service.

### Basis of Payment

The unit price bid shall be full compensation for earth and/or rock excavation, backfill, disposal of surplus material, setting boxes to finished grade, furnishing and installing joint material, meter, box, fittings, joint restraints, concrete, thrust blocking, and furnishing all labor, tools, materials and appliances necessary to complete the work as specified or as shown.

### 2.36 FLUSHING ASSEMBLY, AS PER PLAN

The work, method of construction and materials for flushing assembly shall be in accordance with the Lake County Department of Utilities Rules and Regulations, except as modified in these specifications and/or contract drawings.

### Method of Measurement

The number, each, of flushing assemblies of the type specified to be paid for shall be the actual number furnished and installed complete, tested, ready for use, and removal.

### Basis of Payment

The unit price bid shall be full compensation for earth and/or rock excavation, backfill, disposal of surplus material, setting boxes to grade, furnishing and installing joint material, mechanical plug with 2" tap, 2" red brass pipe, 2" curb stop and box, blow-off stand-pipe, couplings, fittings, blocking, removal and excavation necessary to remove flushing assembly and backfill; disposal of all other surplus, furnishing all labor, tools, materials and appliances necessary to complete the work as specified or as shown.

### 2.37 LAWN RESTORATION INCLUDING LINEAL GRADING AND TOPSOIL, AS PER PLAN

The work, method of construction and materials for lawn restoration shall be in accordance with Section 329200.19 with the following modifications:

1. There will be no separated measurement or payment for furnishing and placing the required 4-inch topsoil bed.
2. Cost to prepare the subgrade to receive the 4-inch topsoil bed including any necessary excavation or embankment to bring the subgrade to the lines indicated on the plans and parallel to the proposed finished grade shall be included in this bid item.
3. The cost to furnish and place sphagnum peat moss at the rate specified and mix into the topsoil shall be included in this bid item.
4. Restoration within the contract pay limits will be paid as directed by the Engineer on a one-time basis. Subsequent repairs of previously repaired seeded areas, repair of areas outside the contract pay limits and repairs to areas not planted within the designated spring or fall sowing season shall be at the Contractor's expense.

5. Cost to inventory and restore existing treelawn landscape i.e., decorative stone, mulch, trees, brick pavers or any other special features damaged by the Contractor shall be included in this bid item.

Basis of Payment

The lump sum price stipulated for lawn restoration of all disturbed and damaged lawn areas shall be full compensation for excavation and/or embankment of all areas to be restored to a depth necessary for placing topsoil to the grades shown or directed by the Engineer; removal and disposal of excess and unsuitable materials; preparation of the subgrade for topsoil; furnishing, placing, spreading and rolling topsoil; preparing the topsoil bed for sowing of seed; furnishing and placing soil amendments, fertilizer, peat moss and seed; maintaining lawn by watering, fertilizing, weeding, mowing, trimming and other operations as rolling, regrading and replanting as required to establish an acceptable standard of growth; inventory and restore damaged tree lawn landscape features; and the furnishing of all labor, material, tools, materials and appliances necessary to complete the work as specified or as shown.

2.38 WOVEN GEOTEXTILE FABRIC, AS PER PLAN

The work, method of construction and materials shall be in accordance with ODOT Item 204.

Method of Measurement

The quantity to be paid of woven geotextile fabric shall be the actual square yard area covered subgrade using woven geotextile fabric complete and accepted in place.

Basis of Payment

The unit price stipulated per square yard of woven geotextile fabric complete shall be full compensation for furnishing and properly installing the geotextile fabric in accordance with manufacturer's recommendation to the pavement subgrade unless directed otherwise by the Engineer; and furnishing of all labor, tools, materials and equipment necessary to complete the work as specified or as shown.

2.39 VOID REDUCING ASPHALT MEMBRANE (VRAM)

The work, method of construction and materials for void reducing asphalt membrane shall conform to Specification 321216.10.

Method of Measurement

The measurement of VRAM at the specified application rate shall be the actual length of VRAM completed and accepted in place.

### Basis of Payment

The unit price stipulated per lineal foot for VRAM as directed at the specified application rate shall be full compensation for furnishing and placing of all materials, labor, tools and appurtenance necessary to complete the work as specified or as shown.

## 2.40 TEMPORARY SEDIMENT AND EROSION CONTROL

### Basis of Payment

The lump sum price bid for temporary sediment and erosion control shall include any and all labor, equipment and materials, including but not limited to, straw bales, silt soxx, check dams, silt ponds, concrete washout, daily street sweeping, dust control, and temporary seeding to provide erosion control commensurate with the Contractor's plans, means, methods, work schedule and in accordance with plan details and specifications.

## 2.41 GAS COMPANY CHARGES ALLOWANCE

This Allowance has been included in the Bid Proposal to be utilized as directed by Dominion's requirements to relocate the existing gas main in accordance with the plan sheets. Any portion of the allowance not utilized shall be credited to the Owner.

## 2.42 CONTINGENCY/DISCRETIONARY ALLOWANCE

A Contingency/Discretionary Allowance has been included in the Bid Proposal to be utilized as directed by the Engineer for unscheduled work items not included on the proposal forms or other changes in the work. The contingency allowance or portions thereof shall only be released upon execution of approved Change Orders or as approved by the Engineer. Any portion of the allowance not utilized shall be credited to the Owner.

**SUPPLEMENTAL INSTRUCTION TO BIDDERS  
FOR PROJECTS FUNDED BY THE  
OHIO PUBLIC WORKS COMMISSION**

**PART 1 - GENERAL**

- 1.1 Each bidder must submit a current EEO Certificate of Compliance or if the bidder is not currently certified, he must indicate that the bidder will be able to obtain a valid Certificate of Compliance prior to the execution of the contract. Failure to submit or indicate the ability to obtain an EEO Certificate of Compliance will cause rejection of the bid as non-responsive.

**PART 2 - OHIO PREFERENCE**

- 2.1 In accordance with Ohio Revised Code §164.05 (A)(6), to the extent practicable, the Contractor and subcontractor shall use Ohio products, materials, services and labor in connection with this project.

**PART 3 - DRUG-FREE WORKPLACE PROGRAM**

- 3.1 In accordance with Ohio Revised Code §153.03 and during the life of this project, the Contractor and all its Subcontractors that provide labor on the Project site must be enrolled in and remain in good standing in the Ohio Bureau of Worker's Compensation ("OBWC") Drug-Free Safety Program ("DFSP") or a comparable program approved by the OBWC.

**PART 4 - OHIO ETHICS LAW**

- 4.1 Contractor agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

**PART 5 - VENDOR SELF REGISTRATION**

- 5.1 New vendors must register online using the Supplier Self-Registration module of the Ohio Administrative Knowledge System (OAKS). For questions, please contact the Ohio Shared Services at 1-877-644-6771 or email [ohiosharedservices@ohio.gov](mailto:ohiosharedservices@ohio.gov).



**STATE OF OHIO  
EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS &  
BID CONDITIONS FOR OPWC-ASSISTED CONSTRUCTION PROJECTS**

The attached materials are provided for use by local subdivisions in receipt of financial assistance from the Ohio Public Works Commission for the development or redevelopment of capital infrastructure improvements. The materials relate to the State of Ohio's equal employment opportunity requirements for contractors when they participate in State-assisted construction projects.

**These materials must be inserted into the contracting subdivision's bidding documents for such State-assisted projects, and must be regarded as an integral component of the bidder's response. The bidder must, as a part of its bid response: elect one of the two Bidder's Affirmative Action Requirements, adopt the Bidder's EEO Covenants, and complete the Bidder's Certification. Failure to complete the required sections may cause the bidder's proposal to be rejected as being non-responsive to the State's Equal Employment Opportunity Requirements and in non-compliance with the State Equal Employment Opportunity Bid Conditions. In addition, the bidder must submit a copy of a valid Certificate of Compliance for Equal Employment Opportunity purposes prior to the execution of a contract.**

Should there be any questions regarding the use or meaning of any portion of these materials, the best answers can be received from the Equal Opportunity Center at 77 South High Street, 24th Floor, Columbus, Ohio 43266-0408. Phone: (614) 466-8380.



## **"APPENDIX B" OF THE STATE EEO BID CONDITIONS**

### **SPECIFIC AFFIRMATIVE ACTION STEPS**

The following Affirmative Action steps are directed at increasing minority utilization:

(1) The contractor should maintain a file of the names and addresses of each minority and female referred to it by any individual or organization and what action was taken with respect to each such referred individual, and if the individual was not employed by the contractor, and the reasons therefore. If such individual was sent to the union hiring hall for referral and not referred back by the union or if referred back by the union or if referred, not employed by the contractor, the file should document this and the reason therefore.

To Demonstrate Compliance: Maintain a file of the names, addresses, telephone numbers, and craft of each minority and female applicant showing (a) the date of contact and whether the person was hired; if not, the reason, (b) if the person was sent to a union for referral, and the results (c) follow-up contacts when the contractor was hiring.

(2) The contractor should promptly notify the State Contracting Agency when the Union or Unions with which the contractor has collective bargaining agreements does not refer to the contractor a minority or female worker referred (to the union) by the contractor, or when the contractor has information that the union referral process has impeded efforts to meet its goals.

To Demonstrate Compliance: Have a copy of letters sent, or do not claim the union is impeding the contractors' efforts to comply.

(3) The contractor should disseminate its Equal Employment Opportunity policy within its organization by including it in any company newsletters and annual reports; by advertising at reasonable intervals in union publications; by posting of the policy; by specific review of the policy with minority and female employees; and by conducting staff meetings to explain and discuss the policy.

To Demonstrate Compliance: Have a written EEO policy which includes the name and how to contact the contractor's EEO Officer and (a) include the policy in any company policy manuals, (b) post a copy of the Policy on all company bulletin boards (in the office and on all job sites), (c) records, such as reports or diaries, etc., that each minority and female employee is aware of the Policy and that it has been discussed with them, (d) that the policy has been discussed regularly at staff meetings and (3) copies of newsletters and annual reports which include the Policy.

(4) The contractor should continually monitor all personnel activities to ensure that its EEO policy is being carried out, including the evaluation of minority and female employees for promotional opportunities on a quarterly basis and the encouragement of such employees to seek those opportunities.

To Demonstrate Compliance: Have records that the company EEO Officer reviews all: (a) monthly workforce reports, (b) hiring and terminations, (c) training provided on-the-job, (d) minority and female employees quarterly for promotion and encourages them to prepare for and seek promotion. The records should be the EEO Officer's job description, reports, memos, personnel files, etc., documenting the activities for possible discriminatory patterns.

(5) The contractor should disseminate its EEO policy externally by informing and discussing it with all recruiting sources; by advertising it in news media, specifically including minority and female news media; and by notifying and discussing it with all subcontractors.

To Demonstrate Compliance: Have copies of (a) letters sent, at least six months or at the start of each new major contract, to all recruiting sources (including labor unions) requiring compliance with the Policy, (b) advertising, which has the EEO "tagline" on the bottom, and (c) purchase order and subcontract agreement forms will include or make reference to the State EEO Covenant, Appendix A or B of the Ohio Administrative Code 123:2-3-02.

(6) The contractor should make specific and reasonably recurrent oral and written recruitment efforts directed at minority and women's organizations, and training organizations with the contractor's recruitment area.

To Demonstrate Compliance: Have a record either in a follow-up file for each organization or on the reverse of the notification letter sent under Item 1, above, of the dates, individuals contacted and the results of the contract from telephone calls or personal meetings with the individuals or groups notified under Item 1.

(7) The contractor, where reasonable, should develop on-the-job training opportunities and participate and assist in all Department of Labor funded and/or approved training programs (including Apprenticeship) Programs relevant to the contractor's employee needs consistent with its obligations in the Bid Conditions.

To Demonstrate Compliance: Have records of contributions in cash, equipment supplied and/or contractor personnel provided as instructors for Bureau of Apprenticeship and Training approved or Department of Labor funded training programs and records of the hiring and training of minorities and females referred to Company by such programs.

(8) The contractor should solicit bids for subcontracts (and joint ventures) from available minority and female subcontractors engaged in the trades covered by the Bid Conditions, including circulation of minority and female contractors associations.

To Demonstrate Compliance: Have copies of letters or other direct solicitation of bids for subcontracts/joint ventures from minority/female contractors with a record of the specific response and any follow-up the contractor has done to obtain a price quotation or to assist a minority/female contractor in preparing or reducing a price quotation; have a list of all minority/female subcontracts awarded or joint ventures participated in with dollar amounts, etc.

#### **EXPLANATION OF AN ACCEPTABLE AFFIRMATIVE ACTION PROGRAM:**

An Affirmative Action Program is a set of specific and result-oriented procedures to which a Contractor shall apply every good faith effort. The objective of those procedures and efforts is to assure equal employment opportunity. An acceptable Affirmative Action Program will include an analysis of all trades employed by the Contractor within the last year with an explanation of whether Minorities are currently being under-utilized in any one or more trades. A necessary prerequisite to the development of a satisfactory Affirmative Action Program is the identification and analysis of problem areas inherent in Minority employment and an evaluation of opportunities for utilization of Minority group personnel.

#### Part I - Basic Contents of an Affirmative Action Program:

1. Development or reaffirmation of the contractor's EEO policy in all personnel actions.
2. Formal internal and external dissemination of contractor's EEO policy.

3. Establishment of responsibilities for implementation of the contractor's affirmative action program.
4. Identification of problem areas (deficiencies) by organizational units and job classification.
5. Establishment of goals and objectives by organizational units and job classification, including timetables for completion.
6. Development and execution of action oriented programs designed to eliminate problems and further designed to attain established goals and objectives.
7. Design and implementation of internal audit and reporting systems to measure effectiveness of the total programs.
8. Compliance of personnel policies and practices with Federal sex discrimination guidelines (41 CFR Part 60-20).
9. Active support of local and national community action programs and community service programs, designed to improve the employment opportunities of minorities.
10. Consideration of ethnic minorities and women not currently in the work force having requisite skills who can be recruited through affirmative action measures.
11. Summary data on applicant flow, hires, terminations and promotions, and training for the last twelve months or the last one hundred applicants, hires, etc., whichever is less.

## Part II - Analysis of Individual Trades

1. The minority population of the labor area surrounding (contractor's) projects.
2. The size of the minority unemployment force in the labor area surrounding (the contractor's) projects.
3. The percentage of minority work force as compared with the total work force in the immediate labor area.
4. The general availability of minorities having requisite skills in the immediate labor area.
5. The availability of minorities having requisite skills in the area in which the contractor can reasonably recruit.
6. The availability of promotable minority employees within the contractor's organization.
7. The anticipated expansion, contraction, and turnover of an in the work force.
8. The existence of training institutions capable of training minorities in the requisite skills.
9. The degree of training which the contractor is reasonably able to undertake as a means of making all job classes available to minorities.

Goals, timetables and affirmative action commitments must be designed to correct any identifiable deficiencies. Where deficiencies exist and where numbers or percentages are relevant in developing corrective action, the contractor shall establish and set forth specific goals and timetables. Such goals and timetables, with supporting data and the analysis thereof shall be a part of the contractor's written affirmative action program. Where the contractor has not established a goal, its written affirmative action program must specifically analyze each of the factors listed above, and must detail its reason for a lack of a goal. The goals and timetables should be attainable in terms of the contractor's analysis of its deficiencies and its entire action. Thus, in establishing its goals and timetables, the contractor should consider the results which could be reasonably expected from its good faith efforts to make its overall affirmative action program work. If the contractor does not meet its goals and timetables, the contractor's good faith efforts shall be judged as to whether the contractor is following its program and attempting to make the program work toward the attainment of its goals.

Support data for the above analysis and program shall be compiled and maintained as part of the contractor's affirmative action program. This data should include applicant flow data and applicant rejection ratios indicating minority status.

Compliance Status: No State Contractor's compliance status shall be judged alone by whether or not he reaches his goals and meets his timetables. Rather each Contractor's compliance posture shall be reviewed and determined by reviewing the contents of his program, the extent of his adherence to his

program and his good faith efforts to make his program work toward the realization of the program's goals within the timetables set for completion.

**“APPENDIX C” OF THE STATE EEO BID CONDITIONS**

**FEMALE UTILIZATION GOALS**

OAC 123:2-3-05 Required utilization analysis and goals

(A) Each state-involved contractor shall include in his/her affirmative action program the information and analysis required pursuant to part IV 401-C of appendix A of rule 123:2-1-01 of the Administrative Code, in addition to female utilization requirements pursuant to the governor’s “Executive Order 84-9” and this rule.

(B) As required by the governor’s “Executive Order 84-9”, the utilization of women shall be, at a minimum, that currently in use by the federal government as of February 15, 1984. This requirement stated at C.F.R. part 60-4 is 6.9 percent utilization of women. This requirement shall remain at 6.9 percent unless further amended by the governor in a subsequent order. This requirement shall be met by a determination of work hours utilized in the same manner as minority utilization hours are calculated.

Rev. 10/17