

Lakeland Boulevard Pavement Resurfacing

City of Eastlake

OPWC Funded Project

March 2024



232525

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Randy Klammer, Law Director
Carol-Ann Schindel, Finance Director
Brian Iams, Assistant Finance Director
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ADVERTISEMENT FOR BIDS/PUBLIC NOTICE TO BIDDERS

Sealed bids will be received at the office of the Finance Director, Eastlake City Hall, 35150 Lakeshore Boulevard, Eastlake, Ohio 44095 until 12:00 p.m. on April 5, 2024 and will be opened and read immediately thereafter for the

LAKELAND BOULEVARD PAVEMENT RESURFACING

OPWC FUNDED PROJECT

OPINION OF PROBABLE CONSTRUCTION COST: \$1,047,000.00

COMPLETION DATE: SEPTEMBER 6, 2024

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 Twenty-Five Dollars (\$125.00). Documents may be ordered by registering and paying online at <https://bids.ctconsultants.com>. Please contact planroom@ctconsultants.com or call (440) 530-2395 if you encounter any problems viewing, 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 OHIO REVISED CODE §153.011 APPLY TO THIS PROJECT. COPIES OF §153.011 CAN BE OBTAINED FROM ANY OF THE OFFICES OF THE DEPARTMENT OF ADMINISTRATIVE SERVICES OR THROUGH <http://codes.ohio.gov/orc/153.011>

Publish: *The News Herald*)
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March 29, 2024

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SECTION 1
BID DOCUMENTS

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 his bid for a period of 150 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, Sub Consultants and other professional service providers 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 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 Bidder, 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 150 days after the day of the bid opening. When necessary and by mutual consent between the Owner and the Successful Bidder, this 150 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 <https://bids.ctconsultants.com>.

END OF SECTION 10/31/23

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 Toilet facilities for duration of project.
- 1.10 Providing and implementing the Quality Control Plan in accordance with Specification Section 013319.
- 1.11 Replacement of all existing pavement striping removed or marred on improvement and adjacent streets due to construction.
- 1.12 Reference to ODOT 401.20 "Asphalt binder Price Adjustment" is to be deleted and will not apply to this Contract.
- 1.13 Construction staking of improvements and layout and survey.
- 1.14 Dumpsters / trash and debris removal from site.
- 1.15 Restoration – Seeding and mulching, including grading, topsoil, seed, mulch, fertilizer, lime, watering, and mowing.

PART 2 - ITEMS

All work proposed by this contract shall be quantified and paid for in accordance with the pertinent ODOT 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 BONDS AND INSURANCES, AS PER PLAN

Basis of Payment

A "Bonds and Insurances" item (including "Owner/Contractor Protective Policy", "All Risk Builder's Risk Insurance", and/or "Installation Floater Insurance", **and/or endorsements to fully comply with all contract requirements**) has been included in the bid proposal.

2.3 EXCAVATION OF SUBGRADE AND EMBANKMENT WITH GRANULAR MATERIAL, CCS, AS PER PLAN, CONTINGENCY, AS DIRECTED

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:

- A. The following items of work shall be considered incidental costs to be included in the bid item:
 - 1. Excavation to depth required by the Engineer to remove unstable material.
 - 2. 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.

2.4 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.

2.5 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 PAVMENT PLANING, ASPHALT CONCRETE, AS PER PLAN

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

- A. 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.
- B. 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 of as measured in the field.

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 if 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.

2.7 FULL DEPTH PAVEMENT REMOVAL AND RIGID REPLACEMENT, CLASS QC MS, T=8", 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.

2.8 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.

2.9 SPECIAL - ASPHALT PRESERVATIVE SEAL

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.

2.10 ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG 70-22M, 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. Where VRAM is not installed, 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.

2.11 ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, (448), 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 SPECIAL - PAVEMENT REINFORCING FABRIC - FIBERGLASS/POLYMER HYBRID (GlasPave 50), 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.

2.13 4 INCH UNCLASSIFIED SHALLOW PIPE UNDERDRAINS, WITH GEOTEXTILE FABRI, 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:

- A. Pipe material shall meet the requirement of ASTM D2729 Polyvinyl Chloride sewer pipe and fillings, perforated.
- B. Filter fabric trench wrap to be ODOT 712.09 Type A filtering fabric or approved equivalent.
- C. Trench dimensions shall be as detailed on the plans.
- D. Bedding and backfill material shall be No. 67 aggregate, 703.01.
- E. 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.

2.14 CURBS, TYPE 6, 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.

2.15 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, double 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.

2.16 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.

2.17 SPECIAL - MISCELLANEOUS METAL

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

- A. 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.
- B. All castings shall conform to the requirements of ODOT Item 611.
- C. 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.
- D. 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.
- E. The Contractor shall not order materials until authorized by the Engineer.
- F. 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.

2.18 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.

2.19 PORTABLE CHANGEABLE MESSAGE SIGN, AS PER PLAN

Method of Measurement

The quantity to be paid shall be the number of portable changeable message signs per the plans and specifications.

Basis of Payment

The unit price shall include providing portable changeable message signs at each end of the work zone or as directed to rectify motorists of construction activities throughout the entire project duration. Signs shall be kept in good working order and with up-to-date notifications and shall include the furnishing of all labor, tools and appurtenances necessary to the work specified or as directed.

2.20 WORK ZONE PAINT AND POLYESTER PAVEMENT MARKING, AS PER PLAN

The work, method of construction and materials for traffic paint shall be in accordance with ODOT Items 614 and 643 except as modified herein.

Basis of Payment

The price per each or linear foot or per mile, as prescribed, shall be full compensation to install all pavement markings along the project site, and shall include surface preparation, cleaning and furnishing of all labor, materials, tools and appurtenances for all pavement marking as shown on the plans or as directed by the Engineer.

2.21 MOBILIZATION

Basis of Payment

The lump sum (LS) price shall include all labor to transfer all equipment, materials, personnel, storage area, sanitary facilities, and incidentals to the project site as required to complete the project per the plans and specifications.

2.22 LOOP DETECTOR REPLACEMENT

Method of Measurement

The quantity of each loop detector unit to be paid for shall be the actual number of loop detector units completed in accordance with ODOT 632, the Contract Drawings and with these Specifications.

Basis of Payment

The unit price bid shall include all labor, material and equipment necessary to record/verify the locations and size of existing loop detector, remove and replace each loop detector unit, all connections made and wiring completed, including lead-in cables tested and accepted per ODOT Item 632 and in accordance with the details and specifications or as otherwise approved by the Engineer.

2.23 SPECIAL - 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.

2.24 TEMPORARY SEDIMENT AND EROSION CONTROL, AS PER PLAN

Basis of Payment

The lump sum (LS) price 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.

2.25 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.

**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.

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