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***SECTION 7***  
***SPECIFIC PROJECT REQUIREMENTS***

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## **SPECIFIC PROJECT REQUIREMENTS**

### **1 - CONTACT DURING BIDDING**

- 1.1 All questions during bidding should be addressed to Patrick Blake, P.E. who can be reached at CT Consultants, Inc., 8150 Sterling Court, Mentor, Ohio 44060 at (440) 530-2341

### **2- GEOTECHNICAL REPORT**

- 2.1 A geotechnical memo dated January 26, 2024 and a geotechnical Subsurface Investigation report dated September 23, 2024 by CT Consultants, Inc. was relied upon by the Engineer in the preparation of drawings and specifications. Copies of the report are provided along with each bid set but are not considered to be part of the bid documents.

### **3 - INSURANCE**

- 3.1 Section SC-5.04(D) of the Supplementary Conditions shall be deleted and no "all risk builders risk" or "installation floater" insurance need be purchased by the Contractor.
- 3.2 See the following Bid Set Sections for Insurance Requirements:
- A. Section 1, Instructions to Bidders, Part 10 Insurance
  - B. Section 3, General Conditions, Article 5 Bonds and Insurance (EJCDC) or Article 11 Insurance and Bonds (AIA), whichever is used in the Bid Set
  - C. Section 4, Supplemental Conditions
- 3.3 The Certificate of Insurance shall name the Owner, CT Consultants, Inc., Ohio Department of Natural Resources, Ohio Public Facilities Commission, Treasurer of the State of Ohio and the State of Ohio as Additional Insured.

### **4 - PAYMENTS**

- 4.1 This project is being funded in whole or in part by ARPA. The Contractor shall comply with all requirements of this program. In paragraph 14.02 C.1. of the General Conditions, change "ten days" to "sixty days".

### **5 - WORKING HOURS**

- 5.1 No work shall be performed between the hours of 7:30 PM and 7:30 AM nor on Saturday, Sunday, or legal Holidays, without written permission of the Owner.

### **6 - PROJECT COMPLETION**

- 6.1 All work including restoration and clean-up shall be completed no later than the contract completion date. Failure to complete all work within the allotted time will result in assessment of liquidated damages. Upon completion of all work and written notification of same by the Contractor, the Engineer and Owner will compile a punch list. The punch list will be sent to the Contractor. All punch list work shall be completed to the satisfaction of the Engineer and the Owner within 14 days after receipt of the punch list. Failure to

complete the punch list work within the allotted time will result in assessment of liquidated damages.

#### 7 - EMPLOYMENT NONDISCRIMINATION

The Contractor agrees to both of the following:

- (A) That, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status as defined in Section 4112.01 of the ORC, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates;
- (B) That no contractor, subcontractor, or any person on a contractor's or subcontractor's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability or military status as defined in Section 4112.01 of the ORC, national origin or ancestry.

#### 8 - AFFIRMATIVE ACTION

The Contractor shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in Division (E)(1) of Section 122.71 of the ORC. Annually, each such contractor shall be required to file a description of the affirmative action program and a progress report on its implementation with the Equal Opportunity Office of the Department of Administrative Services.

#### 9 - RECORDS

- 9.1 The Ohio Department of Natural Resources, the state auditor, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor for the purpose of making audit, examination, excerpts, and transcriptions.

#### 10 - CAPITAL IMPROVEMENT ACKNOWLEDGMENT SIGN.

- 10.1 Suitable public acknowledgment of Capital Improvement Fund assistance at project sites is required. Such acknowledgment will emphasize the state-local partnership role in creating new high-quality recreation areas and facilities. Participants can have signs developed locally or purchase signs from the Department.
- 10.2 Capital Improvement signs must not be smaller than 9 X 12 inches. The color combinations for Capital Improvement signs used should be the following: cardinal – red, cardinal's beak – yellow, buckeyes – brown, buckeye leaves – green. The black area as shown in the insignia would be black on the sign. Lettering color and method of sign construction are matters for determination by the recipient; however, signs must be permanent.



Approximately 9” x 12”

## 11 - DRUG-FREE WORKPLACE PROGRAM

- 11.1 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 Workplace Program (“DFWP”) or a comparable program approved by the OBWC.

## 12 - OHIO ETHICS LAW

- 12.1 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.

## 13 - PERIODIC PAYMENTS

- 13.1 This project is expected to be funded in whole or in part by the Ohio EPA WPCLF/WSRLA Program. The Contractor shall comply with all requirements of this program. The periodic payments to the Contractor may be made in whole or in part through the OWDA. In paragraph 14.02 C.1. of the General Conditions, change “ten days” to “sixty days.”
- 13.1 Ohio EPA must approve all change orders prior to a change order item being paid on a pay estimate.

## 14 – ELECTRONIC DRAWING FILES

- 14.1 CAD files are available upon request to Plan Holders of Record by submission of a signed copy of CT’s standard indemnification form to Patrick Blake at [CT231566@ctconsultants.com](mailto:CT231566@ctconsultants.com)

## 15 – REFERENCE DRAWINGS

- 15.1 Reference Drawings for the Market Street Elementary School Demolition dated September 2022 and the Boardman Ditch Storm Improvements were relied upon by the Engineer in the preparation of drawings and specifications. Copies of the drawings may be examined on the internet at <https://bids.ctconsultants.com> but are not considered to be part of the bid documents.

## 16 – PIPELINE ASSESSMENT CERTIFICATION PROGRAM REPORTS

- 16.1 PACP reports for the Sanitary & Storm sewers were relied upon by the Engineer in the preparation of drawings and specifications. Copies of the drawings may be examined on the internet at <https://bids.ctconsultants.com> but are not considered to be part of the bid documents.



**EXHIBIT "A"**  
**REQUEST FOR REPRODUCIBLE DOCUMENTS**  
**AND INDEMNIFICATION**

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

CT Project No. \_\_\_\_\_

Request Date: \_\_\_\_\_

We, \_\_\_\_\_ (Applicant), hereby request paper and/or electronic copies of reproducible plans, specifications, and/or computer-aided drawing (CAD) files prepared by CT Consultants, Inc. (CT). Said documents being further described as follows:

\_\_\_\_\_

It is acknowledged and agreed that the above-described documents prepared by CT Consultants, Inc. are instruments of professional services intended for one-time use. Nevertheless, reproducible copies of these documents are being supplied to the Applicant for use by the Applicant only.

In consideration thereof, the Applicant agrees to hold harmless, indemnify and defend CT Consultants, Inc. from and against any and all claims, liabilities, losses, damages and costs, including but not limited to costs of defense arising out of modification, misinterpretation, or misuse of the documents by Applicant or others, or arising out of any reuse of the documents by others, or arising out of any reuse of the documents on any other project.

It is further agreed by the Applicant that prior to reuse of any portion or all of these documents or incorporation of any part of these documents in to documents for another project, the Applicant will remove the name and other related identification of CT Consultants, Inc. from the documents.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

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