

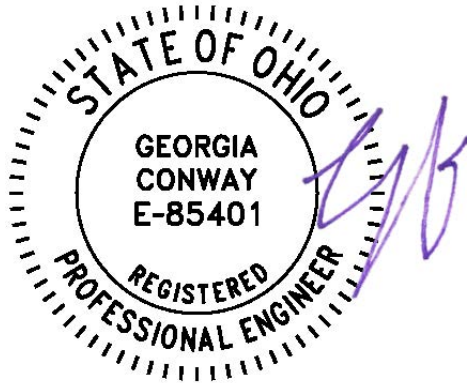
**Lenox New Lyme Waterline Extension
Contract A – Booster Station
Contract B – Waterline**

Ashtabula County Board of Commissioners

WSRLA Funded Project

OEPA – H2Ohio Funded Project

August 2024



232009

COUNTY OF ASHTABULA OFFICIALS

COMMISSIONERS

Kathryn L. Whittington, President

J.P. Ducro IV, Vice President

Casey R. Kozlowski

ADMINISTRATION

Janet Discher, County Administrator

David J. Thomas, County Auditor

Angie Maki-Cliff, MBA, County Treasurer

Colleen M. O'Toole, Esq., Prosecuting Attorney

Doug Starkey, Director, ACDES

Timothy T. Martin, P.E., County Engineer

Lisa Hawkins, Clerk of Commissioners

ADVERTISEMENT FOR BIDS/PUBLIC NOTICE TO BIDDERS

Sealed bids will be received at the office of the Ashtabula County Board of Commissioners, Attention Lisa Hawkins, Clerk, 25 W. Jefferson Street, Jefferson, Ohio 44047 until 2:00 p.m. September 5, 2024 and will be opened and read immediately thereafter for the

LENOX NEW LYME WATERLINE EXTENSION

**WSRLA FUNDED PROJECT
ODNR – H2OHIO FUNDED PROJECT**

**OPINION OF PROBABLE CONSTRUCTION COSTS:
CONTRACT A – BOOSTER STATION - \$ 1,110,000.00
CONTRACT B – WATERLINE - \$1,360,000.00**

COMPLETION DATE: 365 DAYS FROM NOTICE TO PROCEED

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) for hard copies and \$45.00 for electronic files. Documents may be ordered by registering and paying online at <https://bids.ctconsultants.com> . Please contact planroom@ctconsultants.com or call (440) 530-2351 if you encounter any problems viewing, registering, or paying for the documents.

This project will be funded by the Water Supply Revolving Loan Account Program as administered by the Ohio Environmental Protection Agency and the Ohio Water Development Authority. The Contractor shall note that there are Disadvantaged Business Enterprise participation goals for this project.

This procurement is subject to the EPA policy on encouraging the participation of small business in rural areas (SBRAs).

All questions during bidding should be addressed to Magdalena Boru, who can be reached at CT Consultants, Inc., 8150 Sterling Court, Mentor, Ohio 44060 at 440-530-2340.

The Bid Notice may be obtained via the internet at www.ashtabulacounty.us/bids by clicking on “Bid Opportunities” on the left of the screen.

BY ORDER OF
ASHTABULA COUNTY COMMISSIONERS
Lisa Hawkins, Clerk of the Board

Publish: *Gazette Newspapers*
August 21, 2024

TABLE OF CONTENTS

	<u>Page No.</u>
Title Page	i
Officials Page	ii
Advertisement for Bids/Public Notice to Bidders	iii
Table of Contents	iv - vi
SECTION 1	
<u>BID DOCUMENTS AND BID FORMS</u>	
Instructions to Bidders	BD.1 – BD.8
Prices to Include	BD.9 – BD.13
<u>**ALL BID FORMS SHALL BE COMPLETED AND SUBMITTED WITH BID**</u>	
Form of Non-Collusion Affidavit	BF.1
Corporate Resolution	BF.2
Proposed Subcontractors	BF.3
Experience Record	BF.4
Insurance Agent Affidavit	BF.5
Supplemental Bond Acknowledgement	BF.6
Bid Security	BF.7
Proposal Forms	
Contract A – Booster Station	BF.8 – BF.9
Contract B – Waterline	BF.10 – BF.11
Combined Contracts A& B – Booster Station & Waterline	BF.12 – BF.14
EEO Certification	BF.EPA.1
Debarment Form 5700-49	BF.EPA.2
MBE/WBE Data Sheet I	BF.EPA.3
Acknowledgement of American Rescue Plan Act Funding Compliance by Contractors and Byrd Anti-Lobbying Amendment Certification	ARPA.1 - ARPA.2
SECTION 2	
<u>CONTRACT FORMS</u>	
Notice of Award	CF.1
Agreement	CF.2 - CF.11
Fiscal Officer's Certificate	CF.12
Contract Bond, Certificates of Insurance & Worker's Comp.	CF.13
Delinquent Personal Property Statement	CF.14
Lobbying Affidavit	CF.15
Agreement for Escrow Account	CF.16
Escrow Waiver	CF.17
Notice to Proceed	CF.18
MBE/WBE Form 1A – 6100-3 Proposed MBE/WBE Subcontractor*	CF.EPA.4 - CF.EPA.5
* To be signed by Bidder & Proposed Subcontractor – attach MBE/WBE Certificate	
MBE/WBE Form 1B – 6100-4 MBE/WBE Subcontractor List**	CF.EPA.6 - CF.EPA.7
** Summary of All Subcontractors to be signed by Bidder	
American Iron & Steel Acknowledgement	CF.EPA.8
Findings for Recovery & Notifications	N.1

SECTION 3 GENERAL CONDITIONS, EJCDC No. C-700 (2007)

1 – 68

SECTION 4 SUPPLEMENTARY CONDITIONS

SC.1 – SC.6

SECTION 5 SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

011100 SUMMARY OF WORK
011419 USE OF SITE
012513 PRODUCT SUBSTITUTION PROCEDURES
013119 PROJECT MEETINGS
013216 CONSTRUCTION PROGRESS SCHEDULE
013223 SURVEY AND LAYOUT DATA
013236 VIDEO MONITORING AND DOCUMENTATION
013319.01 FIELD TEST REPORTING – AGGREGATE, SOILS,
CONCRETE & ASPHALT
013323 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES
013326 PRODUCT TESTING AND CERTIFYING
013543 ENVIRONMENTAL PROTECTION
014126 GENERAL REGULATIONS AND PERMITS
014223 INDUSTRY STANDARDS
014323 QUALIFICATIONS OF TRADESMEN
015526 TEMPORARY TRAFFIC CONTROL DEVICES
016600 PRODUCT HANDLING AND PROTECTION
017800 FINAL COMPLIANCE AND SUBMITTALS
017821 CLEANING AND PROTECTION
017839 PROJECT RECORDS, DRAWINGS

DIVISION 26 - ELECTRICAL

269001 REMOTE TELEMETRY SYSTEM

DIVISION 31 – EARTHWORK

310000 EARTHWORK
311100 CLEARING & GRUBBING
312323.13 COMPACTED BACKFILL

DIVISION 32 – EXTERIOR IMPROVEMENTS

321000 PAVEMENT REPLACEMENT
321216 ASPHALT CONCRETE PAVING & MATERIALS
329200.19 SEEDING & MULCHING

DIVISION 33 – UTILITIES

- 331113.01 WATER UTILITY DISTRIBUTION SYSTEM
- 331443 PACKAGED WATER BOOSTER PUMP SYSTEM

DIVISION 40 – PROCESS INTEGRATION

- 400567.16 DOUBLE CHECK VALVE ASSEMBLY BACKFLOW PREVENTERS FOR PROCESS SERVICE

	<u>Page No.</u>
SECTION 6 <u>STANDARD SPECIFICATIONS</u>	SS.1
SECTION 7 <u>SPECIFIC PROJECT REQUIREMENTS</u>	SR.1 – SR.2
SECTION 8 <u>SPECIAL REQUIREMENTS – EPA</u>	
WPCLF & WSRLA Projects	SR.EPA.1 – 5
MBE/WBE Utilization	SR. EPA.6 – SR.EPA.17
Violating Facilities	SR.EPA.18
SBRA	SR.EPA.19
WPCLF Local Protest Procedure	SR.EPA.20
Continuous Treatment Provisions	SR.EPA.21
WPCLF/WSRLA Payments	SR.EPA.22
WPCLF/WSRLA Contract Change Order	SR.EPA.23 – SR.EPA.24
Buy American Requirements for Iron and Steel Products	SR.EPA.25 – SR.EPA.57
Prohibition on Telecommunications and Video Surveillance	SR.EPA.58
SECTION 9 <u>PREVAILING WAGE RATES</u>	DB.1 – DB.19
Federal Prevailing Wage Rate Determination Schedule	
SECTION 10 <u>APPENDIX</u>	
Federal Grant Compliance - American Rescue Plan Act of 2021	FGC-ARPA.1 - 3

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 their bid for a period of 90 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 90 days after the day of the bid opening. When necessary and by mutual consent between the Owner and the Successful Bidder, this 90-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 workers, 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 Materials testing.
- 1.9 Reimbursement to Owner for costs of re-inspection or re-testing of any work not installed in compliance with the Contract Documents.
- 1.10 All erosion control measures in accordance with the Contract Documents.

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. ODOT 104.02 D., 611.04, 611.12, and 611.13 shall not apply to this project.

2.1 BONDS AND INSURANCES

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.

2.2 PRECONSTRUCTION VIDEO DOCUMENTATION

Basis of Payment

The lump sum price shall include all costs associated with hiring a professional videotaping 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.

2.3 SITE RESTORATION (GRADING, SEEDING AND MULCHING)

Basis of Payment

The lump sum price shall include furnishing and placement of topsoil, testing of topsoil, finish grading, seed, fertilizers, lime, water, maintenance, mowing, all else necessary to establish a grass turf over all disturbed areas, and restoration of ditches to same grade.

2.4 PAVEMENT REPLACEMENT TYPE A, AS PER PLAN

Method of Measurement

The method of measurement shall be as per ODOT 253 as applicable with the exception that lengths used for calculation of each individual repair area shall not exceed the width and length indicated on the drawings.

Basis of Payment

The basis of payment shall be as per ODOT 253 as applicable with the following additions:

The unit price shall also include saw cutting; integral or non-integral curb removal; integral curb replacement; furnishing, installation, maintenance, removal, and disposal of temporary road materials or temporary pavement courses; preparation for permanent pavement courses; any additional expenses for cold weather protection; and replacement of any driveway culverts underneath apron replacement with in-kind size of HDPE.

2.5 PAVEMENT REPLACEMENT TYPE C, AS PER PLAN

Method of Measurement

The method of measurement shall be as per ODOT 253 as applicable with the exception that lengths used for calculation of each individual repair area shall not exceed the width and length indicated on the drawings.

Basis of Payment

The basis of payment shall be as per ODOT 253 as applicable with the following additions:

The unit price shall also include saw cutting; integral or non-integral curb removal; integral curb replacement; furnishing, installation, maintenance, removal, and disposal of temporary road materials or temporary pavement courses; preparation for permanent pavement courses; any additional expenses for cold weather protection; and replacement of any driveway culverts underneath apron replacement with in-kind size of HDPE.

2.6 WATER MAIN, AS PER PLAN

Method of Measurement

The method of measurement shall be as per ODOT 638.

Basis of Payment

The basis of payment shall be as per ODOT 638 with the following additions: The unit price shall be irrespective of the depth of pipe or pipe material type and shall include rock excavation, all necessary pipe fittings, bends, tees, reducers, adapters or mechanical couplers, caps, specials, branches, plugs, bulkheads, backfilling as specified, blow off and sampling assemblies as needed or directed; chlorination, chlorination sampling and testing, bacteria sampling and testing, zinc anode caps for all bolts; joint restraint; thrust blocking; blow off assemblies as needed or directed; furnishing, installing and operation necessary pumps, pipes and appurtenances necessary for trench dewatering; support protection, relocation and/or replacement of all existing utilities (sanitary force mains, storm and sanitary sewers, culverts, gas lines, curb drains, catch basins, underground conduit, wires, cables, utility poles, signs, etc.); exploratory digs to confirm subsurface conditions; installing and maintaining temporary traffic surface in paved areas; maintenance, removal and replacement of all signs, mailboxes, paper boxes, fences, guardrails, or other structures; regrading of ditches and/or swales; and the furnishing of all labor, materials, tools and appurtenances necessary to complete the work as specified or as shown.

2.7 GATE VALVE AND VALVE BOX, AS PER PLAN

Measurement

The quantity to be paid shall be the number of each of valve and box installed per the plans and specifications.

Basis of Payment

The unit price shall include each valve and valve box set to finish grade, where shown on the plans and as specified, installed complete including excavation regardless of soil or rock type, backfill per typical trench details, testing, and furnishing all labor, materials, tools, and appurtenances necessary to complete the work as specified or as shown.

2.8 CONNECT TO EXISTING WATER MAIN – IN-LINE CONNECTION, AS PER PLAN [Contract B, Sta. 0+00]

Measurement

The quantity to be paid shall be the number of locations the new pipe is connected to the existing pipe with the specified fitting as shown on the plans or as directed.

Basis of Payment

The unit price shall be full compensation for each connection made including, but not limited to: earth and/or rock excavation, backfill, disposal of surplus material, furnishing and installing joint material, long solid sleeve, fittings, saw cutting pipe, removal of existing caps or plugs and making connections as required, hypochlorite swabbing, joint restrains, thrust blocking, polyethylene encasement, removal, and furnishing all labor, tools, materials and appliances necessary to complete the work as specified or as shown.

2.9 TYPE B FIRE HYDRANT ASSEMBLY, AS PER PLAN

Method of Measurement

The method of measurement shall be as per ODOT 638.

Basis of Payment

The basis of payment shall be as per ODOT 638 with the following additions: The unit price shall also include the hydrant branch tee, restrained fittings and nipples, restrained pipe between the tee and valve and/or valve and hydrant, nuts and bolts, zinc anode caps if specified, gate valve, and valve box.

2.10 WATER BOOSTER STATION

Basis of Payment

The lump sum bid price shall include construction of the entire booster pump station and related site improvements as illustrated on the plan sheets and included in the Specifications for a complete and ready-to-use system by date noted in alternate description. This item includes, but is not limited to, providing and constructing the following: booster pump station with all appurtenances, electric service including coordination with electric company final inspections, excavation, backfilling, driveway, drainage conduits and structures, site restoration, electrical controls, interior and exterior lighting, suction and discharge piping, HVAC, telemetry & SCADA work by Protech, all foundations to support the booster station, painting, all yard piping, testing services, operations and maintenance manuals, training and start up services. Payment will be made in accordance with an approved schedule of values and agreed percent of completion of the scheduled work.

2.10 2-INCH CORPORATION STOP AND SADDLE, AS PER PLAN

Method of Measurement

The quantity to be paid shall be the number each of taps, service saddles, and corporation stops installed per the plans and specifications.

Basis of Payment

The unit price shall include each tap, service saddle, and corporation stop, where shown on the plans and as specified, installed complete including excavation regardless of soil or rock type, backfill per typical trench details, testing, and furnishing all labor, materials, tools, and appurtenances necessary to complete the work as specified or as shown.

2.11 2-INCH CURB STOP AND VALVE BOX, AS PER PLAN

Method of Measurement

The quantity to be paid shall be the number each of valves and boxes installed per the plans and specifications.

Basis of Payment

The unit price shall include installation of valve and valve box for disposal, where shown on the plans and as specified, complete including excavation regardless of soil or rock type, backfill per typical trench details, testing, and furnishing all labor, materials, tools, and appurtenances necessary to complete the work as specified or as shown.

2.12 2 INCH WATER MAIN POLYVINYL CHLORIDE PIPE AND FITTINGS, SDR-21, AS PER PLAN

Method of Measurement

The method of measurement shall be as per ODOT 638.

Basis of Payment

The basis of payment shall be as per ODOT 638 with the following additions: The unit price shall be irrespective of the depth of pipe and shall include excavation, bedding backfill, compaction, all waterline and soils testing, chlorination/disinfection, supports, thrust blocking, joint restraints, polyethylene encasement, tees, bends, reducers, plugs, caps, and all other necessary fittings.

2.13 UTILITY COMPANY CHARGES ALLOWNCE

Basis of Payment

An allowance has been included in the bid proposal to be utilized as directed by the Engineer for direct costs charged by utility company(s) associated with the project for work which can be performed only/exclusively by the utility company. Payment shall be made for only work which has the prior approval of the Engineer.

The Contractor shall be allowed a 8% mark-up on the invoice amount for overhead and profit.

Invoices for all for all work completed by the utility company(s) or others shall be submitted as evidence of the work completed on the project.

No payment for this item will be made to the Contractor for utility work required when resulting from the Contractor's construction methods or rework due to his negligence or construction methods.

Any portion of the allowance not utilized shall be credited to the Owner.