

E. 305th Sanitary Sewer Improvements

City of Willowick

OPWC AND ARPA Funded Project

July 2024



A handwritten signature in black ink, appearing to read "Tim McLaughlin".

241085

CITY OF WILLOWICK OFFICIALS

ADMINISTRATION

Michael J. Vanni, Mayor/Safety Director

Cheryl Benedict, Finance Director

Todd Shannon, Municipal Services Director

Stephanie Landgraf, Law Director

Julie Kless, Director of Recreation

Tim McLaughlin, P.E., City Engineer

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Theresa Bisbee, Ward 2

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Charlie Malta, Ward 3

Christine Morgan, Clerk of Council

ADVERTISEMENT FOR BIDS/PUBLIC NOTICE TO BIDDERS

Sealed bids will be received at the office of the Finance Director at the Willowick City Hall, 30435 Lake Shore Boulevard, Willowick, Ohio 44095 until 12:00 p.m. on August 2, 2024, and will be opened and read immediately thereafter for the

E. 305TH SANITARY SEWER IMPROVEMENTS

OPWC AND ARPA FUNDED PROJECT

OPINION OF PROBABLE CONSTRUCTION COSTS:

BASE BID - \$1,100,000.00

ALTERNATE - \$396,000.00

COMPLETION DATE: MARCH 28, 2025

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 and 00/100 Dollars (\$125.00) 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) 530-2395 if you encounter any problems viewing, registering or paying for the documents.

There will be a Non-Mandatory Pre Bid Conference on July 24, 2024 at 10:00 a.m. at the Willowick City Hall, 30435 Lake Shore Boulevard, Willowick, Ohio 44095.

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>

Build America, Buy America Act (BABA) requirements apply.

Publish: *The News Herald*
July 19, 2024
July 26, 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.16
OPWC Supplemental Instructions to Bidders	OPWC.BD.1
OPWC EEO Requirements & Bid Conditions	OPWC.BD.2 – OPWC.BD.7
Acknowledgement of American Rescue Plan Act Funding Compliance by Contractors and Byrd Anti-Lobbying Amendment Certification	 ARPA.1 - ARPA.2
<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	BF.8 – BF.10
OPWC EEO Forms	OPWC.BF.1 – OPWC.BF.3
SECTION 2 <u>CONTRACT FORMS</u>	
Notice of Award	CF.1
Contract and Certificates of Fiscal Officer & Legal Counsel	CF.2 – CF.3
Contract Bond, Certificates of Insurance & Worker's Comp.	CF.4
Delinquent Personal Property Statement	CF.5
Lobbying Affidavit	CF.6
Escrow Agreement for Contractor's Retainage	CF.7
Escrow Waiver	CF.8
Notice to Proceed	CF.9
Findings for Recovery & Notifications	N.1
SECTION 3 <u>GENERAL CONDITIONS, EJCDC No. C-700 (2007)</u>	1 – 68
SECTION 4 <u>SUPPLEMENTARY CONDITIONS</u>	SC.1 – SC.8

SECTION 5 SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

011000	SUMMARY OF WORK
011419	USE OF SITE
011423	ADDITIONAL WORK, OVERTIME
012513	PRODUCT SUBSTITUTION PROCEDURES
013119	PROJECT MEETINGS
013216	CONSTRUCTION PROGRESS SCHEDULE
013223	SURVEY AND LAYOUT DATA
013233	PHOTOGRAPHIC DOCUMENTATION
013236	VIDEO MONITORING AND DOCUMENTATION
013319	FIELD TEST REPORTING
013323	SHOP DRAWINGS, PRODUCT DATA AND SAMPLES
013326.01	QUALITY CONTROL PLAN
013543	ENVIRONMENTAL PROTECTION
014126	GENERAL REGULATIONS AND PERMITS
014323	QUALIFICATIONS OF TRADESMEN
015213.01	FIRST AID
015526	TEMPORARY TRAFFIC CONTROL DEVICES
016600	PRODUCT HANDLING AND PROTECTION
017800	FINAL COMPLIANCE AND SUBMITTALS
017821	CLEANING AND PROTECTION
017839	PROJECT RECORDS, DRAWINGS

DIVISION 3 - CONCRETE

030000	CONCRETE WORK
030000.02	EXPANSION AND CONSTRUCTION JOINTS

DIVISION 31 – EARTHWORK

310000	EARTHWORK
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DIVISION 32 – EXTERIOR IMPROVEMENTS

321000	PAVEMENT REPLACEMENTS
321613.13	CONCRETE CURBS
329200.19	SEEDING AND MULCHING

DIVISION 33 – UTILITIES

330130.01	SEWER COLLECTION SYSTEM REHABILITATION DEFINITIONS
330130.02	SEWER LINE CLEANING
330130.03	SEWER FLOW CONTROL
330130.17	TELEVISION INSPECTION
330130.19	SERVICE CONNECTION TELEVISIONING AND REHABILITATION
330130.72	CURED-IN-PLACE PIPE LINING
330130.74	CIPP CONNECTION WITH LATERAL
330130.79	FOLD AND FORM PIPE LINING
330130.81	SEWER MANHOLE REHABILITATION
333100	SANITARY SEWER SYSTEM
333100.17	SERVICE LATERALS, TEES OR RISERS

	<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>PREVAILING WAGE RATES</u>	DB.1 – DB.10
Federal Prevailing Wage Rate Determination Schedule	
SECTION 9 <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 60 days.

PART 2 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

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

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

PART 3 ESTIMATED QUANTITIES

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

PART 4 CONTRACTOR'S QUALIFICATION

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

PART 5 SUBCONTRACTORS

- 5.1 The Bidder shall state on the appropriate bid form the names of all Subcontractors, 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.
- 6.6 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.

- 6.7 Owner reserves the right to reject the bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- 6.8 The Contract award shall be based on the lowest and best bid or lowest responsive and responsible bid (as applicable for the public contracting agency receiving bids) for the base bid and selected alternate items (if any) for this project.

PART 7 BID SECURITY

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

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

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

PART 8 CONTRACT BOND

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

PART 9 AWARD AND EXECUTION OF CONTRACT

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

PART 10 INSURANCE

- 10.1 Verification of limits for public liability, property damage, automobile, Worker's Compensation, or any other insurance required by the provisions of this Contract must be submitted to the Owner prior to execution of the Contract.
- 10.2 All insurance shall be endorsed so that it cannot be cancelled for non-payment of premium for 10 days or cancelled or non-renewed for any other reason in less than 30 days after a written notice of such proposed action by the insurer is given to the Owner. The cancellation clause on the Certificate(s) of Insurance shall read as specified in the Supplementary Conditions and failure to submit an insurance certificate and/or policy endorsement verifying same shall be reason for the Owner to consider the Contractor non-responsive in complying with the requirements for contract execution and may be cause for forfeiture of the Bid Security to Owner.
- 10.3 The Insurer's affording coverage shall be authorized to transact business in the State of Ohio and be listed on the most current Ohio Department of Insurance list of Ohio Licensed Companies.
- 10.4 The Contractor's Liability Insurance policy(s) shall be endorsed such that limits are on a Per Project basis.
- 10.5 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 Maintaining traffic in accordance with ODOT Item 614 and the Ohio Manual of Uniform Traffic Control Devices.
- 1.2 All labor, materials, tools, equipment, and transportation necessary for the proper execution of the work in accordance with the Contract Documents.
- 1.3 All labor, materials, tools, equipment necessary to perform restoration of all areas impacted during construction to pre-construction conditions or better.
- 1.4 All assistance required by the Engineer to verify compliance with the Contract Documents, including measuring for final pay quantities.
- 1.5 Project coordination and scheduling.
- 1.6 Detailed breakdown of lump sum bid items as requested by the Engineer.
- 1.7 All provisions necessary to protect workmen, the general public, and property along the work in accordance with the Contract Documents.
- 1.8 Protection and/or replacement of existing property corner monuments.
- 1.9 Record drawings of the installed location of all underground electrical conduit, sewers, tees, wyes, laterals, etc.
- 1.10 Reimbursement to Owner for costs of re-inspection or re-testing of any work not installed in compliance with the Contract Documents.
- 1.11 All erosion control measures needed commensurate with the contractor's means and methods.
- 1.12 Construction staking of the improvements.
- 1.13 Mobilization, including toilet facilities for duration of project.
- 1.14 The unit price shall include saw cutting, removal and disposal if the proposal item includes removal.
- 1.15 Pavement striping required with pavement replacement and/or curb ramp installation.
- 1.16 Removal and reinstallation of any street signs necessary to complete the work.
- 1.17 Lawn Restoration.

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. No slag or recycled materials, including recycled asphalt products (RAP) are permitted for use for any aspect of this project.

2.1 (SPC) PRECONSTRUCTION VIDEOTAPE 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. The unit price shall also include mobilization, setup, televising the lateral sewer pipe from the main to the Right-of-Way, accurately measuring the location of connecting pipes or test tee/risers, DVDs, inspection logs, and the furnishing of all labor, material, tools and appurtenances necessary to complete the work as specified or as shown. DVDs and logs shall be turned over to the Owner prior to payment for this item.

2.2 (SPC) 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 (253) TYPE "A" PAVEMENT REPLACEMENT (CONCRETE), ROADWAY, AS PER PLAN

Method of Measurement

The method of measurement shall be as per ODOT 253 or 255 as applicable with the exception that lengths used for calculation of each individual repair area shall not exceed the maximum pay length indicated on the drawings.

Basis of Payment

The basis of payment shall be as per ODOT 253 or 255 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; and any additional expenses for cold weather protection.

2.4 (603) DEPOSIT CUT, STORM SEWER, AS PER PLAN

Method of Measurement

The method of measurement shall be the number of each deposit cut as identified and noted on the plan and improvement schedule sheets. Each deposit shall be measured linearly and horizontally from end to end

Basis of Payment

The unit price shall include all labor, materials, tools, and equipment necessary to safely remove calcified deposits from the existing pipe surface or connection as well as haul and dispose of excess materials to an approved disposal site. A single deposit shall be considered 6 feet or less in total length. Lengths that exceed 6 feet shall be paid as a separate deposit cut.

2.5 (603) FIELD TEE CONNECTION, AS PER PLAN

Method of Measurement

The quantity to be paid shall be the number of field tee connections replaced as directed.

Basis of Payment

The unit price shall be irrespective of the depth of pipe, size of existing lateral or main and shall include horizontal and vertical surveying and layout; locating the existing service lateral to main connection location through sewer televising; field location, exploratory excavation, and verification of existing utilities prior to excavation; clearing and/or protection of existing trees or vegetation to be saved; protection and/or replacement of all existing utilities; pavement, earth and/or rock excavation; sheeting; shoring; disposal of undesirable and excess material; all pumping required for adequate handling of flow bypassing, underground water and/or surface water; bedding; the furnishing and laying of pipe; additional pipe as necessary for connection; specials; bends; tees; fittings; tri-band couplings (w/center shear band); adapters; plugs; stoppers; cleanouts; bulkheads; jointing material; compaction and compaction testing of backfill material; replacement of poles, posts, signs, mailboxes, paper boxes, fences, landscape timbers, guardrail, sign wiring, fixtures, or other appurtenances; site cleanup; and the furnishing of all labor, materials, tools and appurtenances necessary to complete the work as specified or as shown.

2.6 (SPC) CONNECTION REINSTATEMENT, AS PER PLAN

Method of Measurement

The quantity shall be the number of reinstatements performed per the specifications and as directed by the Engineer.

Basis of Payment

The unit price shall include the furnishing of all work necessary to neatly cut the liner pipe at the live service connection locations and the furnishing of all labor, material, tools and appurtenances necessary to complete the work as specified or as shown.

2.7 (603) 6-INCH CURED-IN-PLACE PIPE LINING - LATERAL, AS PER PLAN

Note: This line item is intended to be used for lining laterals in the right-of-way from main to cleanout.

Method of Measurement

The quantity to be paid shall be the number of sanitary laterals lined as directed by the Engineer.

Basis of Payment

The unit prices for the various sizes of liner pipe shall include sewer lateral cleaning, heavy cleaning, measurements of existing pipe size and length to verify plan notes, determination of live connections, sewage bypassing, liner material and installation, processing, cooling, sealing of liner at ends, root removal, testing, post-installation videotaping, cleanup, restoration, and the furnishing of all labor, material, tools and appurtenances necessary to complete the work in accordance with these specifications, the manufacturer's recommendations, or as shown. No additional payment will be made for transitions in pipe sizes at the wye/tee connection or within the proposed lining segment within ± 1 inch of the specified native material size.

2.8 (611) 6-INCH SANITARY AND STORM SEWER LATERAL TEST TEE/CLEAN OUT ASSEMBLIES, AS PER PLAN

Method of Measurement

The quantity to be paid shall be the number of pairs of sanitary and storm lateral test tee/clean out assemblies replaced as directed by the Engineer.

Basis of Payment

The unit price shall be irrespective of the depth of pipe, size of existing lateral or main and whether one or both of the connections are on the long side or short side of the main to R/W and shall include horizontal and vertical surveying and layout; locating the existing service connection alignment, main connection location and test tee location; field location, exploratory excavation, and verification of existing utilities prior to excavation; clearing and/or protection of existing trees or vegetation to be saved; protection and/or replacement of all existing utilities; earth and/or rock excavation; sheeting; shoring; disposal of undesirable and excess material; all pumping required for adequate handling of flow bypassing, underground water and/or surface water; bedding; the furnishing and laying of pipe; specials; bends; tees; fittings; tri-band couplings (w/center shear band); adapters; O-rings; plugs; stoppers; sanitary and storm test tee/clean out assemblies and trap (most storm sewer laterals); bulkheads; jointing material; compaction of backfill material; replacement of poles, posts, signs, mailboxes, paper boxes,

fences, landscape timbers, guardrail, sign wiring, fixtures, or other appurtenances; site cleanup; steel plating; installation, maintenance, removal, and disposal of temporary road materials or temporary pavement courses; preparation for permanent pavement courses; installation of permanent pavement courses; cold weather protection; and the furnishing of all labor, materials, tools and appurtenances necessary to complete the work as specified or as shown.

- 2.9 (604) MANHOLE REHABILITATION CLEANING AND LINING, 48 INCH, AS PER PLAN
(604) MANHOLE REHABILITATION CLEANING AND LINING, 96 INCH, AS PER PLAN

Method of Measurement

The quantity to be paid shall be the number of vertical feet rehabilitated as measured from the lowest sewer to the top of the manhole casting. Average inner diameter is approximately 96-inches. No additional payment shall be made for any diameter or net area that exceeds a 96-inch diameter.

Basis of Payment

The unit price paid shall include sewage flow control; cleaning, removal and disposal of all calcifications, lining of manhole, and the furnishing of labor, materials, tools and appurtenances necessary to complete the work as specified or as shown. The liner thickness shall be per the approved manufacturer's recommendations. Any additional rehabilitation such as replacement of bricks, manhole patching, or resetting of castings, shall be included within this item.

- 2.10 (603) 18 INCH CURED-IN-PLACE PIPE LINING

Method of Measurement

The quantity to be paid shall be the number of linear feet installed per the specifications measured inside wall to inside wall of manholes for the mainline.

Basis of Payment

The unit prices for the various sizes of liner pipe shall include sewer cleaning, measurements of existing pipe size and length, to verify plan notes, determination of live connections, sewage bypassing, liner material and installation, processing, cooling, sealing of liner at manholes, testing, post-installation video recording, cleanup, restoration, and the furnishing of all labor, material, tools and appurtenances necessary to complete the work in accordance with these specifications, the manufacturer's recommendations, or as shown. The minimum thickness of the liner material shall be as specified.

2.11 (603) 18 INCH FOLD AND FORM PIPE LINING (ALTERNATE)

Method of Measurement

The quantity to be paid shall be the number of linear feet installed per the specifications measured inside wall to inside wall of manholes for the mainline.

Basis of Payment

The unit prices for the various sizes of liner pipe shall include sewer cleaning, measurements of existing pipe size and length, to verify plan notes, determination of live connections, sewage bypassing, liner material and installation, processing, expansion, cooling, sealing of liner at manholes, testing, post-installation video recording, cleanup, restoration, and the furnishing of all labor, material, tools and appurtenances necessary to complete the work in accordance with these specifications, the manufacturer's recommendations, or as shown. The minimum thickness of the liner material shall be as specified.

2.12 (608) CONCRETE WALKS AND CURB RAMPS, AS PER PLAN

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

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

Method of Measurement

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

Basis of Payment

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

2.13 (611) 18 INCH SANITARY SEWER, AS PER PLAN

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

Method of Measurement

The quantity of sewer to be paid for shall be determined for gravity sewers by the linear feet difference in horizontal stationing as noted in the plans or as directed by the Engineer.

Basis of Payment

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

storm sewers, storm connections, curb drains, catch basins, culverts, electric or telephone underground cables and/or underground connections if damaged by the Contractor; protection of existing trees or vegetation; joining of the pipe to existing and proposed manholes, catch basins, structures, and other appurtenances as required whether temporary or permanent; pipe adapters and/or couplings needed to connect to existing sanitary sewer irrespective of size; leakage testing or internal videotaping; disposal of all surplus and unsuitable materials; furnishing and installing temporary stone trench topping of pavement and driveways; removal and replacement of poles, posts, signs, mailboxes, paper boxes, fences, landscape timbers, guardrails, sign wiring, fixtures and other appurtenances; removal and replacement of any damaged curbing, sidewalk, driveways, parking lots and roadways as directed by the Engineer; and the furnishing of all labor, tools, materials and equipment necessary to complete the work as specified or as shown.

2.14 (609) CURB, ALL TYPES, INCLUDING REMOVAL, AS PER PLAN

ODOT Item 499 Concrete, Class QC MS mix shall be used for all curb.

Basis of Payment

Payment shall be made in accordance with ODOT Item 609 and shall also include full depth diamond blade saw cutting as needed and removal of existing pavement, curb, or curb and gutter.

2.15 (614) 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 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.

2.16 CONTINGENCY/DISCRETIONARY ALLOWANCE

Basis of Payment

Contingency/Discretionary Allowance has been included in the Bid Proposal in each contract 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 A" OF THE STATE EEO BID CONDITIONS

MINORITY MANPOWER UTILIZATION GOALS AND TIMETABLES

The following minority goals listed are expressed in terms of percentages of work hours for each trade to be used by the contractor in a designated area. Designated areas are defined as Ohio's Standard Metropolitan Statistical Areas (SMSA). They are: Akron, Cincinnati, Cleveland, Columbus, Dayton, Toledo and Youngstown-Warren. In cases where the project is not located in a designated area, the contractor may adopt minority utilization goals of the near/nearest designated area.

AKRON		CINCINNATI		CLEVELAND	
		<u>Trade</u>		<u>Trade</u>	
All Trades	10%	Asbestos Workers	9%	Asbestos Workers	17%
		Boilermakers	9%	Boilermakers	10%
		Carpenters	10%	Carpenters	16%
COLUMBUS		Elevator Constructors	11%	Electricians	20%
All Trades	10%	Floor Layers	10%	Elevator Constructors	20%
		Glaziers	10%	Floor Layers	11%
		Lathers	10%	Glaziers	17%
DAYTON		Marble, Tile, Terrazzo	8%	Ironworkers	13%
All Trades	11%	Millwright	10%	Operating Engineers	17%
		Operating Engineers	11%	Painters	17%
		Painters	11%	Pipefitters	17%
TOLEDO		Pipefitters	11%	Plasterers	20%
All Trades	9%	Plasterers	10%	Plumbers	17%
		Plumbers	11%	Roofers	17%
		Sheet Metal Workers	11%	Other Trades	17%
YOUNGSTOWN		Other Trades	11%		
All Trades	9%				

"APPENDIX B" OF THE STATE EEO BID CONDITIONS

SPECIFIC AFFIRMATIVE ACTION STEPS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXPLANATION OF AN ACCEPTABLE AFFIRMATIVE ACTION PROGRAM:

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

Part I - Basic Contents of an Affirmative Action Program:

1. Development or reaffirmation of the contractor's EEO policy in all personnel actions.
2. Formal internal and external dissemination of contractor's EEO policy.
3. Establishment of responsibilities for implementation of the contractor's affirmative action program.
4. Identification of problem areas (deficiencies) by organizational units and job classification.
5. Establishment of goals and objectives by organizational units and job classification, including timetables for completion.

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

Part II - Analysis of Individual Trades

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

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

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

Compliance Status: No State Contractor's compliance status shall be judged alone by whether or not he reaches his goals and meets his timetables. Rather each Contractor's compliance posture shall be reviewed and determined by reviewing the contents of his program, the extent of his adherence to his program and his good faith efforts to make his program work toward the realization of the program's goals within the timetables set for completion.

“APPENDIX C” OF THE STATE EEO BID CONDITIONS

FEMALE UTILIZATION GOALS

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

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

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

Rev. 10/17

**ACKNOWLEDGEMENT OF
AMERICAN RESCUE PLAN ACT FUNDING AND
COMPLIANCE BY CONTRACTORS**

The bidder hereby acknowledges that this project is a federally funded project with funds from the American Rescue Plan Act of 2021 (“ARPA” or the “Act”), that funding is contingent upon compliance with all terms and conditions of the ARPA funding award, and that the bidder agrees to comply with all of the terms and conditions of the ARPA funding award and the terms and conditions in the Procurement Standards codified in 2 C.F.R. 200.317 through 200.326 and as outlined in the Federally Required Contract Provisions contained in Bid Document - Federal Grant Compliance - American Rescue Plan Act of 2021.

Signature

Date

Title

Company

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, _____ of _____
(the "Company") hereby certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Company certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Company Authorized Official

Name and Title of Company Authorized Official

Date