

**ADVERTISEMENT FOR BIDS**

City of Tallmadge, Ohio  
46 North Avenue  
Tallmadge, OH 44278

Separate sealed Bids for the construction of Evergreen Drive / Mark Drive Sanitary Sewer Rehabilitation will be received by the City of Tallmadge at the Public Service Department, 46 North Avenue, Tallmadge, Ohio 44278, until 10:00 a.m. (local time), July 25, 2018, and then at said office publicly opened and read aloud.

The work covered by the Contract Documents for the Base Project includes the following:

Work associated with this contract generally includes 2,785 linear feet of 8-inch CIPP sewer lining, 1,315 linear feet of 10-inch CIPP sewer liner, 170 vertical feet of manhole rehabilitation coating, 60 customer service reinstatements, and other necessary appertaining work.

The estimated construction cost is \$ 310,000 as of June 13th, 2018.

The Bidding Documents may be examined and obtained through Vendor Registry, [www.vendorregistry.com](http://www.vendorregistry.com). There is no cost to obtain a copy of the Bidding Documents.

Prospective BIDDERS may address written inquiries Mr. Jeff Marnicio, PE, at Burgess & Niple, Inc. by faxing questions to (440) 352-8373 or by emailing questions to [jeff.marnicio@burgessniple.com](mailto:jeff.marnicio@burgessniple.com).

BIDDERS must comply with the prevailing wage rates on Public Improvements in Summit County, as determined by the Bureau of Wage and Hour, Division of Labor and Worker Safety, Department of Commerce of the State of Ohio.

Attention to the BIDDERS is called to the Instructions to Bidders, which are included in the proposed Contract Documents.

Successful Bidders shall be required to comply with all laws pertaining to minimum wage and discrimination of persons.

The City of Tallmadge reserves the right to reject any and all Bids or to increase or decrease or omit any item or items and/or award to the lowest and best BIDDER. Each proposal must contain the full name of every person or company interested in the same. The City of Tallmadge reserves the right to waive any informalities or irregularities in the Bidding.

By order of the:

Mayor of Tallmadge                      David Kline  
Director of Public Service              Mike Rorar

**INSTRUCTIONS TO BIDDERS**

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## **INSTRUCTIONS TO BIDDERS**

### **1. DEFINED TERMS**

Terms used in Instructions to BIDDERS are defined in the Standard General Conditions of the Construction Contract (EJCDC C700) (2007 Edition).

Certain additional terms used in these Instructions to BIDDERS have the meanings indicated below which are applicable to both the singular and plural thereof.

- 1.1. **Issuing Office** - the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

### **2. COPIES OF BIDDING DOCUMENTS**

- 2.1. Complete sets of the Bidding Documents shall be obtained through Vendor Registry. It is the Bidder's responsibility to check this site on a regular basis. The OWNER will not be responsible for any information not viewed by Bidder. All Bidders should register with [www.vendorregistry.com](http://www.vendorregistry.com) so that the OWNER has all the necessary vendor information.
- 2.2. Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER/ARCHITECT assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3. OWNER and ENGINEER/ARCHITECT in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

### **3. QUALIFICATION OF BIDDERS**

Each BIDDER must submit with their Bid, an experience record form (Section 00 45 13) with at least three projects listed that are similar to this project in size and scope.

- 3.1. To further demonstrate qualifications to perform the Work, each BIDDER must be prepared to submit within 5 days after an OWNER's request for detailed written evidence such as financial data, previous experience, present commitments, subcontractor capabilities or experience, and other such data.
- 3.2. Each Bid must contain evidence of BIDDER's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract.
- 3.3. The CONTRACTOR's state license number must be included where applicable.
- 3.4. Each BIDDER must be registered as a plan holder with the Issuing Office.
- 3.5. Drug-Free Workplace Program.

- 3.5.1. During the Contract Time, the Contractor and each Subcontractor shall be enrolled in and good standing in the Drug-Free Workplace (DFWP) Program or a similar program approved by the Ohio Bureau of Workers' Compensation.
- 3.5.2. Contractors must enroll in a certified program and provide verification within ten days of the bid opening or bid will be deemed nonresponsive.

#### **4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

- 4.1. It is the responsibility of each BIDDER before submitting a Bid:
  - 4.1.1. To examine thoroughly the Contract Documents and other related data identified in the Bidding Documents (including appendices);
  - 4.1.2. To visit the site to become familiar with and satisfy BIDDER as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the Work;
  - 4.1.3. To consider federal, state, and local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Work;
  - 4.1.4. To study and carefully correlate BIDDER's knowledge and observations with the Contract Documents and such other related data; and
  - 4.1.5. To promptly notify ENGINEER/ARCHITECT of all conflicts, errors, ambiguities, or discrepancies which BIDDER has discovered in or between the Contract Documents and such other related documents and/or site conditions.
- 4.2. BIDDER may review, if available, those reports of explorations and tests of subsurface conditions at or contiguous to the site that have been utilized by the ENGINEER/ARCHITECT in preparation of the Contract Documents.

Copies of such reports and drawings will be made available by the OWNER to any BIDDER on request.
- 4.3. Provisions concerning responsibilities for the adequacy of data furnished to prospective BIDDERS with respect to subsurface conditions, other physical conditions and underground facilities, and possible changes in the Contract Documents due to differing or unanticipated conditions appear in paragraphs 4.02, 4.03, and 4.04 of Section 00 70 00, "General Conditions," and Section 00 73 00, "Supplementary Conditions."
- 4.4. Before submitting a Bid, each BIDDER will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto or which BIDDER deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.
- 4.5. On request, OWNER will provide each BIDDER access to the site to conduct such examinations, investigations, explorations, tests, and studies as each BIDDER deems necessary for submission of a Bid. BIDDER shall notify all underground utilities and must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations,

investigations, tests, and studies. The BIDDER assumes all liability from damages resulting from such examination, investigation, exploration, tests, and studies. The schedule for such investigations shall be approved by the OWNER.

- 4.6. Reference is made to Section 00 73 00, "Supplementary Conditions," for the identification of the general nature of the Work that is to be performed at the site by the OWNER or others (such as utilities and other prime CONTRACTORS) that relates to the Work for which a Bid is to be submitted. On request, OWNER will provide to each BIDDER for examination access to or copies of Contract Documents (other than portions thereof related to price) for such Work.
- 4.7. The submission of a Bid will constitute an incontrovertible representation by the BIDDER that the BIDDER has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, the prevailing hourly wage rates for the area in which the Project is located, that BIDDER has given ENGINEER/ARCHITECT prompt written notice of all conflicts, errors, ambiguities, and discrepancies that the BIDDER has discovered in the Contract Documents, and the written resolution thereof by ENGINEER/ARCHITECT is acceptable to BIDDER, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.
- 4.8. The provisions of 4.1 through 4.8, inclusive, do not apply to asbestos, polychlorinated biphenyls (PCBs), petroleum, hazardous waste, or radioactive material unless identified in the Contract Documents. If these materials are not identified by the Contract Documents, provisions for handling them shall be in accordance with paragraph 4.06 of Section 00 70 00, "General Conditions."

## **5. INTERPRETATIONS AND ADDENDA**

- 5.1. All questions about the meaning or intent of the Bidding and Contract Documents are to be directed to the ENGINEER/ARCHITECT in writing. Interpretations or clarifications considered necessary by the ENGINEER/ARCHITECT in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the ENGINEER/ARCHITECT as having received the Bidding Documents. Questions received less than 10 days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 5.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the OWNER or the ENGINEER/ARCHITECT.

## **6. BID SECURITY**

- 6.1. Each Bid must be accompanied by a Bid security made payable to the Owner in the form of either:

- 6.1.1. A Bond for the full amount of the BIDDER's maximum Bid price with a corporate Surety approved by the Owner and meeting the requirements of paragraphs 5.01.A and 5.01.B of the General Conditions. Use Bond forms included herein.
  - 6.1.2. A certified check for 10 percent of the Bid.
  - 6.1.3. A cashier's check for 10 percent of the Bid.
  - 6.1.4. An irrevocable letter of credit for 10 percent of the Bid.
- 6.2. As soon as the Bids have been compared, the Owner will return the Bid securities of all except the three lowest BIDDERS. When the Agreement is executed, or the period for holding the Bids has expired and no time extension has been mutually agreed upon, the Bid guaranties of the two remaining unsuccessful BIDDERS will be returned.
  - 6.3. Attorneys-in-fact who sign Bond forms must file with each Bond a certified and effective dated copy of their power of attorney.
  - 6.4. The party to whom the Contract is awarded will be required to execute the Agreement and obtain the Contract Bond, if applicable, within 10 calendar days from the date of the Notice of Award. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms. In case of failure of the BIDDER to execute the Agreement, the Owner may, at their option, consider the BIDDER in default, in which case the BIDDER will be subject to the liability as set forth in the Bid Guaranty and Contract Bonds or Contract Bonds.

## **7. CONTRACT TIMES**

The number of days within which the Work is to be completed and ready for final payment (the term "Contract Times" is defined in paragraph 1.01.A.14 of Section 00 70 00, "General Conditions") is set forth in the Agreement (or incorporated therein by reference to the attached Bid Form).

## **8. LIQUIDATED DAMAGES**

Provisions for liquidated damages, if any, are set forth in the Agreement.

## **9. SUBSTITUTE AND "OR EQUAL" ITEMS**

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or equal" item of material or equipment may be furnished or used by the CONTRACTOR if acceptable to the ENGINEER/ARCHITECT, application for such acceptance will not be considered by the ENGINEER/ARCHITECT until after the Effective Date of the Agreement. The procedure for submission of any such application by CONTRACTOR and consideration by ENGINEER/ ARCHITECT is set forth in paragraphs 6.05.A, B, C, D, E, and F of Section 00 70 00, "General Conditions," and Section 00 73 00, "Supplementary Conditions."

## **10. SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

BIDDERS shall submit the identity of any subcontractors, suppliers, or others who may be contracted with by the CONTRACTOR during the course of the project on the Proposed Subcontractors form (Section 00 43 36).

## **11. BID FORM**

- 11.1. The Bid Form is included with the Bidding Documents and the Bid prices must be entered therein, in figure only. In all items, Bids must be made separately on labor and material and the total price for each unit shall be the "Total (Sum of Labor and Material)." In the event of math errors on the Bid Schedule, the "Labor" and "Material" columns will be assumed to be correct and the remaining math will be corrected accordingly. Bids will then be evaluated using the corrected figures.
- 11.2. All blanks on the Bid Form must be completed by printing or typing on the original forms from the Issuing Office.
- 11.3. Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 11.4. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 11.5. All names must be typed or printed below the signature.
- 11.6. The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 11.7. The address, telephone number, and facsimile number for communications regarding the Bid must be shown.
- 11.8. Evidence of authority to conduct business as an out-of-state corporation in the state where the Work is to be performed shall be provided in accordance with paragraph 3, "Qualifications of BIDDERS." State CONTRACTOR license number, if any, must also be shown.
- 11.9. The BIDDER is required to execute and submit a Noncollusion Affidavit (Section 00 42 02) with the Bid.
- 11.10. The successful BIDDER will be further 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. The lump sum breakdown shall be in sufficient detail to provide a check of claims for partial payment requests.
- 11.11. The quantities listed in the Bid are to be considered as approximate and are to be used only for the comparison of the Bids and as a basis for computing amounts of security or penal



sums of Bonds to be furnished. The unit prices to be tendered by the BIDDERS are to be tendered expressly for the scheduled quantities and as they may be increased or decreased by duly authorized Change Order. Payments, except for lump sum Bids, and except for the lump sum items in unit price Bids, will be made to the CONTRACTOR for the actual quantities only of Work performed or materials furnished in accordance with the Contract Documents.

## **12. SUBMISSION OF BIDS**

Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of BIDDER and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

The Bidding Forms are to be completed and submitted along with the Bid security.

## **13. MODIFICATION AND WITHDRAWAL OF BIDS**

13.1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

13.2. If within the time specified by law, any BIDDER files a duly signed, written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of the OWNER that there was a material and substantial mistake in the preparation of its Bid, that BIDDER may withdraw its Bid and the Bid security will be returned. Thereafter, that BIDDER will be disqualified from further bidding on the Work to be provided under the Contract Documents.

## **14. OPENING OF BIDS**

Bids will be opened (unless obviously nonresponsive) and read aloud publicly. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to BIDDERS after the opening of Bids.

## **15. BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

All Bids will remain subject to acceptance for 60 days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to that date. Should there be any reasons why the Contract cannot be awarded within the specified period, the time may be extended in writing by mutual agreement between the OWNER and the BIDDER. If the Contract is to be awarded, OWNER will give successful BIDDER a Notice of Award within 60 days after the date of the Bid unless the time is extended by mutual agreement between the OWNER and the BIDDER.

## **16. AWARD OF CONTRACT**

- 16.1. OWNER reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced, or conditional Bids and to reject the Bid of any BIDDER if OWNER believes that it would not be in the best interest of the Project to make an award to that BIDDER, whether because the Bid is not responsive or the BIDDER is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. OWNER also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful BIDDER. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- 16.2. In evaluating Bids, OWNER will consider the qualifications of BIDDERS, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 16.3. OWNER may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. OWNER may also consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- 16.4. OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of BIDDERS, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to OWNER's satisfaction within the prescribed time.
- 16.5. If the Contract is to be awarded, it will be awarded to lowest BIDDER whose evaluation by OWNER indicates to OWNER that the award will be in the best interests of the Project.

## **17. CONTRACT SECURITY**

Paragraphs 5.01.A and B of Section 00 70 00, "General Conditions," and Section 00 73 00, "Supplementary Conditions," set forth OWNER's requirements as to performance and payment Bonds or Contract Bonds. When the Successful BIDDER delivers the executed Agreement to OWNER, it must be accompanied by the required performance and payment Bonds or Contract Bond.

## **18. SIGNING OF AGREEMENT**

When OWNER gives a Notice of Award to the Successful BIDDER, it will be accompanied by the required number of unsigned counterparts of the Agreement. Within 10 days thereafter CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement To OWNER with the required Bonds. Within 20 days thereafter OWNER shall deliver two fully signed counterparts to CONTRACTOR.

## **19. PREBID CONFERENCE**

A prebid conference will not be held for this project.

## **20. PROTEST PROCEDURE**

- 20.1. A protest based upon an alleged violation of the procurement requirements may be filed against the OWNER's procurement action by a party with an adversely affected direct financial interest. The protest shall be filed with the OWNER. The OWNER shall determine the validity of the protest. The OWNER may request additional information or a hearing in order to resolve the protest.
- 20.2. A protest shall be filed as early as possible during the procurement process, but must be received by the OWNER no later than 1 week after the basis of the protest is known or should have been known, whichever is earlier. If the protest is mailed, the protestor bears the risk of nondelivery within the required time period.
- 20.3. A protest must clearly present the procurement requirement being protested, the procurement regulation in alleged noncompliance, the facts which support the protest, and any other information necessary to support the protest.

## **SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

1. The Base Project (Evergreen Drive / Mark Drive) is being funded by the Ohio Public Works Commission. Please refer to Specification Section 00 21 15 – OWPC Notes for specific project requirements.
2. The Alternate Project (Northeast Avenue) is being funded by local funds.
3. The OWNER reserves the right to award or not award the CONTRACT and/or CONTRACT ALTERNATE to the *lowest* and *best* BIDDER for the Base Project CONTRACT and/or CONTRACT ALTERNATE selected by the OWNER.
4. The OWNER reserves the right to award the CONTRACT for the Base Project and the CONTRACT for the Alternate Project to different BIDDERS.
5. The BIDDER shall complete and submit all Procurement Forms and Supplements with their Bid.

## OPWC NOTES

**1. STEEL PRODUCTS MADE IN THE UNITED STATES**

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>.

**2. PREVAILING WAGES ON STATE PROJECTS WITH NO FEDERAL-AID (Should this project contain Federal-aid funds then Federal Prevailing Wages must be paid. Contact the appropriate Federal funding agency for language.)**

This contract is subject to Ohio Prevailing Wage Laws, Chapter 4115 of the Ohio Revised Code and the Contractor and all subcontractors shall comply with all provisions contained therein or as otherwise provided by this note. The Contractor guarantees that the prevailing wage scale to be paid to all laborers and mechanics employed on this contract shall be in accordance with the schedule of the prevailing hourly wage and fringe benefits as determined by the Ohio Department of Commerce for the county in which the work is being performed. The failure to pay prevailing wages to all laborers and mechanics employed on this project shall be considered a breach of contract. Such a failure may result in the revocation of the contractor's and/or subcontractor's certificate of qualification and debarment. A schedule of the most current prevailing wage rates may be accessed by logging in/registering with the Ohio Department of Commerce, Labor and Worker Safety Division, Wage and Hour Bureau at the following web address:

<http://198.234.41.198/w3/webwh.nsf/wrlogin/?openform>

*The Contractor and all subcontractors shall compensate the employees on this contract at a pay rate not less than the hourly wage and fringe rate listed on the website noted above, for the applicable job classification or as may be modified by the Ohio Department of Commerce, Division of Labor and Worker Safety Wage and Hour Bureau, when new prevailing rates are established.*

Overtime shall be paid at one and one-half times the basic hourly rate for any hours worked beyond forty hours during a pay week. The Contractor and all subcontractors shall pay all compensation by company check to the worker and fringe benefit program.

The wage and fringe rates determined for this project or as may be later modified, shall be posted by the Contractor in a prominent and accessible place on the project, field office, or equipment yard where they can be easily read by the workers or otherwise made available to the workers. On the first pay date of contract work the Contractor and all subcontractors shall furnish each employee covered by prevailing wage a completed form (WHPW-1512) in accordance with section 4115.05 of the Ohio Revised Code, showing the classification, hourly pay rate, and fringes, and identifying the public authority's Prevailing Wage Coordinator, if such employees are not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of labor. These forms shall be signed by the Contractor or subcontractor and the employee and kept in the Contractor's or subcontractor's payroll files.

The Contractor and all subcontractors shall submit to the Prevailing Wage Coordinator, certified payrolls on form WHPW-1512 or equivalent, in accordance with sections 4115.07 and 4115.071 (C) of the Ohio Revised Code, three weeks after the start of work and every subsequent week until the completion of the contract. Additionally, a copy of the "Apprentice Certification" obtained from the Ohio State Apprenticeship Council, must accompany all certified payrolls submitted, for all apprentices working on this project. Upon completion of the contract and before the final payment, the Contractor shall submit to the Prevailing Wage Coordinator a final wage affidavit in accordance with section 4115.07 of the Ohio Revised Code stating that wages have been paid in conformance with the minimum rates set forth in the contract. Please be aware that it is ultimately the responsibility of the Contractor to ensure that all laws relating to prevailing wages in Chapter 4115 of the Ohio Revised Code are strictly adhered to by all subcontractors.

The Contractor and all subcontractors shall make all of its payroll records available for inspection, copying or transcription by any authorized representative of the contracting agency. Additionally, the Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.

**3. UNRESOLVED FINDING FOR RECOVERY**

The Contractor affirmatively represents to the local contracting authority that it is not subject to a finding for recovery under Ohio Revised Code §9.24, or that it has taken the appropriate remedial steps required under §9.24 or otherwise qualifies under that section. The Contractor agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the state hereunder shall be immediately repaid to the local contracting authority, or an action for recovery may be immediately commenced by the local government and/or for recovery of said funds.

**4. OHIO WORKERS' COMPENSATION COVERAGE**

The Contractor must secure and maintain valid Ohio workers' compensation coverage until the project has been finally accepted by the local contracting authority. A certificate of coverage evidencing valid workers' compensation coverage must be submitted to the local contracting authority before the contract is executed.

The Contractor must immediately notify the local contracting authority, in writing, if it or any subcontractor fails or refuses to renew their workers' compensation coverage. Furthermore, the Contractor must notify the local contracting authority, in writing, if its or any of its subcontractor's workers' compensation policies are canceled, terminated or lapse.

The failure to maintain valid workers' compensation coverage shall be considered a breach of contract which may result in the Contractor or subcontractor being removed from the project, withholding of pay estimates and/or termination of the contract.

**5. DRUG-FREE WORKPLACE PROGRAM**

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

**6. OHIO PREFERENCE**

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.

**7. BID GUARANTY**

In accordance with Ohio Revised Code §153.54, the contractor shall file with the bid a bid guaranty in the form of either: 1) a bond for the full amount of the bid, or 2) a certified check, cashier's check, or letter of credit equal to 10% of the bid.

**8. OHIO ETHICS LAW**

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.

**9. STATE OF OHIO EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS**

**NOTICE TO CONTRACTORS:**

The provisions of the Ohio Administrative Code (OAC) 123:2-3-02 through 124:2-9 regarding Equal Employment Opportunity on State Construction Contracts and State-assisted Construction Contracts, and OAC 123:2-3-02 through 123:2-9 regarding Equal Employment Opportunity and Female Utilization Goals are applicable to this project, and each contractor will be required to comply in all aspects of these provisions.

## **SCOPE OF BIDS**

### **CITY OF TALLMADGE, OHIO EVERGREEN DRIVE / MARK DRIVE SANITARY SEWER REHABILITATION**

#### **BASE PROJECT AND ALTERNATE PROJECT**

It is understood and agreed that the CONTRACTOR has, by careful examination, satisfied himself as to the nature and location of the work; the conformation of the ground; the character, quality, and quantity of the materials to be encountered; the character or equipment and facilities needed preliminary to and during the prosecution of the work; the general and local conditions; and all other matters which can, in any way, affect the work under this Contract.

All known structures, pipelines, and utilities have been indicated in their approximate locations on the plans, and any reasonable variation in size and location of structures and pipe shall not be cause for extra payment.

Major deviations or modifications during construction, from that shown on, or the true intent of, the plans and specifications requiring more or less labor and materials shall be authorized by Change Order.

If construction procedures and equipment being utilized by the CONTRACTOR prove to be inadequate in the performance of the Contract, the procedures and equipment shall be modified or alternative equipment shall be furnished and used at no cost to the OWNER.

The CONTRACTOR will be responsible for obtaining and paying all costs associated with any telephone service he may require during the Contract period. The CONTRACTOR will be responsible for supplying, maintaining, and paying all costs associated with all temporary and permanent utility services as required for construction of the Work. The CONTRACTOR shall pay the monthly costs associated with electrical service throughout the Contract Time including testing and start-up until the project reaches substantial completion.

The price Bid shall include the following:

1. All labor, materials, and equipment in accordance with Article 6 of the General Conditions.
2. All field staking necessary for construction from control points established by the ENGINEER/ARCHITECT.
3. All assistance required by the ENGINEER/ARCHITECT to verify compliance with the Contract Documents, including measuring for quantities.
4. ENGINEER's/ARCHITECT's field office as specified.

All BIDDERS must Bid Items:

Items 1 and A1 – Mobilization. These items shall include all necessary labor, tools, equipment, materials, and activities including but not limited to: mobilizing, demobilizing, storing, and staging equipment as required to perform the project; and all other related work and expenses whether specifically mentioned or not, required for the completion of the bid item(s) in accordance with the contract documents, plans, and specifications.

Payment will be made on a lump sum basis.

Items 2 and A2 – Above Ground Pre-Construction Televising. These items shall include all necessary labor, tools, equipment, materials, mobilization, and activities including but not limited to: pre-construction audio-video recording of all above ground project areas, adjacent areas, and areas with the potential to be impacted by project activities; and all other related work and expenses whether specifically mentioned or not, required for the completion of the bid item(s) in accordance with the contract documents, plans, and specifications.

Payment will be made on a lump sum basis.

Items 3 and A3 – Pre-Lining Cleaning and Televising. These items shall include all necessary labor, tools, equipment, material, mobilization, and power; notifications; cleaning and removing all sediment and debris material accumulations to an acceptable level; disposal of waste material; flow control/bypass pumping; maintenance of traffic; and all other related work and expenses whether specifically mentioned or not, required for the completion of the bid item(s) in accordance with the contract documents, plans, and specifications.

Acceptable cleaning is defined as removing all sediment, debris, deposits, and roots to restore the internal pipe opening to a minimum of 95% of the original internal cross-sectional area of the pipe in a manner such that 100% of loose material is removed and hard materials attached to the pipe walls and root balls are removed to within 1/2-inch or less of the pipe wall to eliminate any deformities and/or bulges in the cured-in-place liner.

Also included in this item shall be the use of special cleaning tools in order to clean the sewers to 95% clean. Special tools are defined as any type of tool, equipment head, or attachment which is not of the water jet/nozzle and/or vacuum/pump type system (regardless of size/capacity/configuration). Special tools may include, but not be limited to root cutter; cutting heads; lumberjack; chain cutter; impact auger; porcupine; tap cutter.

Payment will be made on a lineal foot basis for cleaning and television as shown in the sewer rehabilitation table on the plans, from center of manhole to center of manhole along centerline of the sewer, completed, submitted for review, and approved.

Items 4, 5, A4 and A5 – Sanitary Sewer Pipe Liner and Post-Lining Televising. These items shall include all necessary notifications; flow control/bypass pumping; maintenance of traffic; mobilization; television observation; additional inspection and cleaning required prior to liner inversion; post-construction televising; repairs (where determined necessary by the Contractor); liner; equipment; labor; liner samples and testing; cleanup; clearing and grubbing; and all other related work and expenses whether specifically mentioned or not, required for the completion of the bid item(s) in accordance with the contract documents, plans, and specifications.



Payment will be made at the unit price bid per lineal foot for sewer pipe lined as measured from center of manhole to center of manhole along the centerline of the lined sewer, completed, tested, and ready for service.

Items 6 and A6– Service Lateral Connection Reinstatement. This item shall include all necessary labor, tools, equipment, materials, mobilization, and activities including but not limited to: re-establishing service lateral connections (regardless of the size) in the newly lined sewer; flow control/bypass pumping; maintenance of traffic; and all other related work and expenses whether specifically mentioned or not, required for the completion of the bid item(s) in accordance with the contract documents, plans, and specifications.

Payment will be made at the unit price bid per each service lateral connection reinstated, complete, and ready for service.

Items 7 and A7 – Manhole Rehabilitation. These items shall include all necessary labor, tools, equipment, materials, mobilization, and activities including but not limited to: clean, including grease and root removal; notifications; stopping infiltration; patching; grouting; channel and bench reconstruction; testing; service lateral reinstatement; disposal of all waste material; installation of selected manhole rehabilitation coating system; installation of manhole chimney seal; flow control/bypass pumping; maintenance of traffic; clearing and grubbing; and all other related work and expenses whether specifically mentioned or not, required for the completion of the bid item(s) in accordance with the contract documents, plans, and specifications.

Payment will be made at the unit price bid per vertical foot of manhole rehabilitated, measured from the invert of the outlet sewer to the top of the manhole cover, completed, tested, and ready for service.

Items 8 and A8 – Protruding Lateral Removed. These items shall include all necessary labor, tools, equipment, materials, mobilization, and activities including but not limited to: removing protruding laterals (regardless of their size) to the pipe wall of the sanitary sewer pipe to be lined; flow control/bypass pumping; maintenance of traffic; and all other related work and expenses whether specifically mentioned or not, required for the completion of the bid item(s) in accordance with the contract documents, plans, and specifications.

Payment will be made at the unit price bid for each protruding lateral removed and ready for service.

Items 9 and A9 – New Manhole Frame and Cover. These items shall include all necessary labor, tools, equipment, materials, mobilization, and activities including but not limited to: removal and disposal of existing manhole frame and cover; installation of new manhole frame and cover; concrete adjusting rings; pavement saw cutting; removal and disposal of pavement; excavation; backfill; pavement replacement/restoration; concrete; mortar; maintenance of traffic; and all other related work and expenses whether specifically mentioned or not, required for the completion of the bid item(s) in accordance with the contract documents, plans, and specifications.

Payment will be made at the unit price bid for each new manhole frame and cover complete and ready for service.

Items 10 and A10 – Reset Manhole Casting. These items shall include all necessary labor, tools, equipment, materials, mobilization and activities including but not limited to: removal and reset of existing manhole casting; concrete adjusting rings; pavement saw cutting; removal and disposal of pavement; excavation; backfill; pavement replacement/restoration; concrete; mortar; maintenance of

traffic; and all other related work and expenses whether specifically mentioned or not, required for the completion of the bid item(s) in accordance with the contract documents, plans, and specifications.

Payment will be made at the unit price bid for each manhole casting reset complete and ready for service.

Items 11 and A11 – Sewer Pipe Replacement Point repair. These items shall include all necessary labor, tools, equipment, materials, mobilization, and activities including but not limited to: pavement saw cutting; removal and disposal of pavement; clearing and grubbing; excavation; embankment; dewatering; sheeting; flow control/bypass pumping; maintenance of traffic; cutting, removal, and disposal of sewer pipe; couplings; pipe (regardless of its size); fittings; joint material; preparation of trench bottom; bedding; backfill; testing; disposal of waste material; pavement replacement/restoration; grading and seeding; dust, odor and noise control; and all other related work and expenses whether specifically mentioned or not, required for the completion of the bid item(s) in accordance with the contract documents, plans, and specifications.

Payment will be made at the unit price bid for each section of sewer pipe replacement completed and accepted.

Items 12 and A12 – Site Restoration / Grading and Seeding. This item shall include all necessary labor, tools, equipment, materials, mobilization, and activities including but not limited to: fine grading; topsoil; fertilizer; seeding and mulching to replace the existing areas disturbed or damaged as a result of project related activities; and all other related work and expenses whether specifically mentioned or not, required for the completion of the bid item(s) in accordance with the contract documents, plans, and specifications.

Payment will be made on a lump sum basis.

Items 13A and A13-A – Service Lateral Connection Grouting and Testing. These items shall include all necessary labor, tools, equipment, materials, mobilization, and activities including but not limited to: sealing the service lateral connection sewer joints (regardless of size) from the main line to an effective length of at least 3-feet up the lateral connection; flow control/bypass pumping; maintenance of traffic; and all other related work and expenses whether specifically mentioned or not, required for the completion of the bid item(s) in accordance with the contract documents, plans, and specifications.

Payment will be made at the unit price bid per each lateral grouted, tested, and ready for service.

Items 13 and A13-B – Service Lateral Connection Sealed. These items shall include all necessary labor, tools, equipment, materials, mobilization, and activities including but not limited to: sealing service lateral connection (regardless of the size) with a cured-in-place tee type connection liner in the newly lined sewer; flow control/bypass pumping; maintenance of traffic; and all other related work and expenses whether specifically mentioned or not, required for the completion of the bid item(s) in accordance with the contract documents, plans, and specifications.

Payment will be made at the unit price bid for each service lateral connection sealed, completed, tested, and ready for service.