

2024 Road Program
Village of Chagrin Falls
August 2024



240255

VILLAGE OF CHAGRIN FALLS OFFICIALS

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Angela Gergye, Director of Finance
Dale Markowitz, Director of Law
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Glenn Elliot, Utilities Superintendent
John Brockway, Superintendent of Streets
Tim Lannon, P.E., Village Engineer

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Michael Corkran
Brian Drum
Erinn Grube
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Andrew Rockey

ADVERTISEMENT FOR BIDS/PUBLIC NOTICE TO BIDDERS

Sealed bids will be received at the office of the Chief Administrator, Village Hall, 21 West Washington Street, Chagrin Falls, Ohio 44022 until 12:00 p.m. on August 30, 2024 and will be opened and read immediately thereafter for the

2024 ROAD PROGRAM

**NON-BINDING COST OPINION FOR REFERENCE ONLY:
PARTS A AND B - \$290,000.00**

COMPLETION DATE: NOVEMBER 22, 2024

The bid specifications, drawings, plan holders list, addenda, and other bid information (**but not the bid forms**) may be viewed and/or downloaded for free via the internet at <https://bids.ctconsultants.com>. The bidder shall be responsible to check for Addenda and obtain same from the web site.

Bids must be in accordance with drawings and specifications and on forms available from CT Consultants, Inc. at a non-refundable cost of One Hundred and Twenty-Five 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.

Publish: *chagrin-falls.org & ctconsultants.com*
August 16, 2024
August 23, 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 - v
SECTION 1 <u>BID DOCUMENTS AND BID FORMS</u>	
Instructions to Bidders	BD.1 – BD.8
Prices to Include	BD.9 – BD.15
<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
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.7

SECTION 5 SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

011100	SUMMARY OF WORK
011419	USE OF SITE
011423	ADDITIONAL WORK, OVERTIME
012513	PRODUCT SUBSTITUTION PROCEDURES
013119	PROJECT MEETINGS
013216	CONSTRUCTION PROGRESS SCHEDULE
013236	VIDEO MONITORING AND DOCUMENTATION
013319.01	FIELD TEST REPORTING - AGGREGATE, SOILS, CONCRETE AND ASPHALT
013323	SHOP DRAWINGS, PRODUCT DATA AND SAMPLES
013326	PRODUCT TESTING AND CERTIFYING
013543	ENVIRONMENTAL PROTECTION
014126	GENERAL REGULATIONS AND PERMITS
014223	INDUSTRY STANDARDS
014323	QUALIFICATIONS OF TRADESMEN
015136	TEMPORARY WATER AND DISTRIBUTION
015526	TEMPORARY TRAFFIC CONTROL
016600	PRODUCT HANDLING AND PROTECTION
017800	FINAL COMPLIANCE AND SUBMITTALS
017821	CLEANING AND PROTECTION

DIVISION 32 – EXTERIOR IMPROVEMENTS

320113.62	ASPHALT SURFACE TREATMENT
320116.71	PAVEMENT PLANING
321000	PAVEMENT REPLACEMENT
321216	ASPHALT CONCRETE PAVING AND MATERIALS
321313.33	PORTLAND CEMENT CONCRETE SEALING

Page No.

SECTION 6 STANDARD SPECIFICATIONS

SS.1

SECTION 7 SPECIFIC PROJECT REQUIREMENTS

SR.1

SECTION 8 PREVAILING WAGE RATES

PW.1 – PW.11

State Prevailing Wage Rate Determination Schedule

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 All labor, materials, tools, equipment, and transportation necessary for the proper execution of the work in accordance with the Contract Documents.
- 1.2 All assistance required by the Engineer to verify compliance with the Contract Documents, including measuring for final pay quantities.
- 1.3 Project coordination and scheduling.
- 1.4 Detailed breakdown of lump sum bid items as requested by the Engineer.
- 1.5 All provisions necessary to protect workmen, the general public, and property along the work in accordance with the Contract Documents.
- 1.6 Construction staking of the improvements.
- 1.7 All erosion control measures necessary commensurate with the contractor's means, methods, and schedule.
- 1.8 Mobilization.
- 1.9 Reimbursement to Owner for costs of re-inspection or re-testing of any work not installed in compliance with the Contract Documents.
- 1.10 The unit price shall include saw cutting, removal and disposal if the proposal item includes removal.
- 1.11 Providing and implementing the Field Test Reporting in accordance with Specification Section 013319.01.
- 1.12 The unit prices shall include restoration with topsoil, seeding and mulching any disturbed lawn areas from proposed work.
- 1.13 The unit price for surface courses shall include the cost to seal any cracks which may develop in the asphalt pavement during the Correction Period. The sealing shall be done just prior to the end of the Correction Period unless, due to the season and inclement weather, a time extension is granted and the Correction Period is extended.
- 1.14 All concrete surfaces shall be sealed with an approved clear cure and seal, not standard ODOT curing compound.
- 1.15 Asphalt binder price adjustment shall not apply to this project.

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.

2.1 PRECONSTRUCTION VIDEOTAPE DOCUMENTATION

Basis of Payment

The lump sum price shall include all costs associated with hiring a professional videographing firm to document in detail the existing conditions of the entire work area and potential disturbed areas and submitting a high quality DVD with audio commentary and video log.

2.2 BONDS AND INSURANCES, AS PER PLAN

Basis of Payment

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

2.3 TYPE "A" PAVEMENT REPLACEMENT (CONCRETE), ROADWAY, AS PER PLAN

Method of Measurement

The quantity to be paid shall be number of square yards installed calculated from the length and width directed to be repaired as shown on the plans.

All concrete utilized on this project: 1) All aggregate shall meet the requirements of ODOT 703.02, Loss, sodium sulfate soundness test, 12% maximum; 2) If #57 or #67 size coarse aggregate is used, it shall be tested in accordance with ASTM C 666, Procedure B, and meet the requirements of ODOT 703.13. Copies of actual test reports and manufacturers certifications are required and shall be representative of the aggregate source proposed for use and shall be no more than 6 months old to time of submittal; 3) Contain nylon or poly fiber mesh at 1.5#/CY. 4). To facilitate placement of the SINAK sealer, all surfaces including back of pavement upon form removal shall be cured with a self-degrading curing compound such as EZ Strip™ Cure DR, Water Based Resin, or equal.

Basis of Payment

The unit price shall include all work to sawcut the pavement as shown on the plans, proper compaction of subbase, 4" of ODOT 304 aggregate base, hooks bolts, fiber, mesh, concrete QC MS concrete, and concrete sealant. The accepted quantities of pavement replacement specified shall be full compensation for sawcutting and pavement removal, furnishing and placing all materials, including sealing materials, disposal of excess materials and furnishing all labor, tools, appliances, equipment and all other appurtenances necessary to complete the work as specified or as directed; including any necessary pavement saw cuts, existing pavement/subbase removal (regardless of material type) and subbase preparation.

2.4 PARTIAL DEPTH PAVEMENT REPAIR, AS PER PLAN

Method of Measurement

The quantity to be paid shall be number of square yards installed calculated from the length and width directed to be milled and patched. The width shall be variable, as marked in the field.

Basis of Payment

The unit price shall include all work to mill the existing asphalt to a width as directed, to a depth of 2.5" as specified, install tack coat with full coverage, asphalt concrete surface course, Type 1, PG64-22, and seal joints. The accepted quantities of pavement replacement specified shall be full compensation for milling, furnishing and placing all materials, including sealing materials, disposal of excess materials and furnishing all labor, tools, appliances, equipment and all other appurtenances necessary to complete the work as specified or as directed; including any necessary pavement saw cuts, existing pavement/subbase removal (regardless of material type) and subbase preparation.

Grindings shall be delivered to the Street Department service garage at 240 Solon Road, Chagrin Falls, Ohio. Delivery shall be coordinated with Streets Superintendent John Brockway at 440-247-1169.

2.5 PAVEMENT PLANING, ASPHALT CONCRETE, AS PER PLAN

Basis of Payment

Grindings shall be delivered to the Street Department service garage at 240 Solon Road, Chagrin Falls, Ohio. Delivery shall be coordinated with Streets Superintendent John Brockway at 440-247-1169.

Plane to 1.5" depth. The unit price shall include the removal of all inlet basin grates, wrapping these grates with ODOT Type A filter fabric, and replacing with fabric in place prior to the start of any planing. The Contractor shall maintain this filtering system throughout the project and remove the filtering system within 72 hours after the surface course placement. The unit price shall include milling miscellaneous asphalt and concrete pavement sections in the improvement areas, whether at the surface or within the planing depth. The unit price will also include cleanup and or removal of thin and loose sheets of asphalt (if any) after planing. No additional payment shall be made for this removal regardless of the time period between grinding and resurfacing. The unit price will also include the installation of a temporary apron wedge (ramp) as directed out of asphalt or asphalt millings for any apron lip more than 3" height after planing and must be maintained throughout the project to the satisfaction of the Engineer and Owner. All temporary wedges shall be removed prior to paving any course and reinstalled as needed.

2.6 TACK COAT, TRACKLESS TACK

The work, method of construction and materials for tack coat shall conform to ODOT Item 407 with the following modifications:

- A. Tack coat shall be applied at a minimum rates as specified by ODOT.

B. Tack coat shall be non-tracking emulsified asphalt meeting the requirements of ODOT 702.12.

Method of Measurement

Bituminous material will be measured by the gallons furnished and placed.

Basis of Payment

The unit price stipulated per gallon of tack coat as directed for accepted quantities complete in place shall include the furnishing and placing of all materials; and furnishing of all labor, materials, tools and appliances necessary to complete the work as specified.

2.7 SINGLE CHIP SEAL, TYPE A

Method of Measurement

Measurement will be made on a square yardage basis for the actual area of single chip seal installed as measured in the field.

Basis of Payment

The unit price bid shall include all labor, material, and equipment necessary to apply the bituminous material and aggregate in place, completed and accepted in accordance with the specifications or as directed by the Engineer.

2.8 ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG64-22, AS PER PLAN

The work, method of construction and materials for asphalt concrete surface course shall be in accordance with ODOT Item 448, the specifications and with the following modifications:

- A. Compacted thickness shall be as detailed on the plans.
- B. All gutters, street castings and joints shall be sealed with an approved liquid bituminous material 4 inches in width and the cost is to be included with the bid item.
- C. Necessary butt or tapered edge joints and pavement saw cuts shall be considered incidental costs to be included in this bid item.
- D. Reclaimed or recycled material shall not be used. Only new materials shall be used.

Method of Measurement

The measurement of asphalt concrete surface course of the thickness specified shall be the number of cubic yards of asphalt concrete surface course completed and accepted in place. The area for measurements will be as shown on the plans, or as otherwise directed in writing by the Engineer. The plan quantities as adjusted for changes, errors and deviation in excess of allowable tolerances will be the method of measurement.

Basis of Payment

The accepted quantities of asphalt concrete surface course of the thickness specified shall be full compensation for furnishing and placing all materials, including sealing materials, and furnishing all labor, tools, appliances, equipment and all other appurtenances necessary to complete the work as specified or as shown; including feathering at drives as necessary and butt or taped edge joints and necessary pavement saw cuts.

2.9 CASTINGS ADJUSTED TO GRADE, AS PER PLAN

The work, method of construction and materials for various street castings adjusted to grade shall be in accordance with ODOT Item 611 with the following modifications.

- A. Metal adjusting rings or castings shall not be used. Existing risers shall be removed during the casting adjustment.
- B. Brick used shall be clay or shale brick meeting the requirements of ASTM C32 sewer brick, Grade SM.
- C. Concrete brick or masonry block shall not be used.
- D. The height limitation for additional compensation shall be revised from one (1) foot to two (2) feet.
- E. Type QC MS concrete shall be used for fill around all castings.

Method of Measurement

The quantity to be paid for of each, manholes, catch basins, water meter castings, monument boxes, gas valve boxes, water valve boxes, or service line valve boxes, adjusted to grade to be paid for shall be the actual number adjusted to grade in accordance with the contract, contract drawings and these specifications. Adjusting to grade of items proposed for new or replaced construction as part of the project will not be measured and shall be paid for in the cost of installation of that item.

Basis of Payment

The unit price stipulated, each, for manholes, catch basins, water meter castings, monument boxes, gas valve boxes, water valve boxes or service line valve boxes, adjusted to grade to be paid for under this Item shall be full compensation for furnishing and placing all material including removal, cleaning, storage and resetting of salvaged casting or new casting; pavement saw cutting, resetting of loose brick work if needed, 3/4-inch steel plates, and furnishing of all labor, tools, and necessary appurtenances to complete the work as specified or as shown on the contract drawings.

2.10 MAINTAINING TRAFFIC

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 maintaining and protecting vehicular and pedestrian traffic according to the requirements of O.D.O.T Item 614 and the Ohio Manual of Uniform Traffic Control Devices including, but not limited to, the following: detour notifications; lane transitions, temporary pavement markings, barrels and flaggers. Contractor shall submit a maintenance of traffic plan for review and approval by the engineer that is coordinated with the means and methods expected to be utilized for the construction of the project.

Payment shall be made progressively throughout the contract period in proportion to the percentage of work complete or as otherwise approved by the Engineer.

2.11 MOBILIZATION

Basis of Payment

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

2.12 TRAFFIC PAINT, AS PER PLAN

The work, method of construction and materials for traffic paint shall be in accordance with ODOT Item 642 except as modified herein.

Basis of Payment

The lump sum price shall be full compensation to install all pavement markings existing along the project site, and shall include recording the locations of the existing pavement markings, installing temporary pavement markings as needed, preparation and re-painting all pavement marking existing, proposed or as directed by the Engineer.

2.13 TEMPORARY SEDIMENT AND EROSION CONTROL, AS PER PLAN

Method of Measurement

Measurement shall be Lump Sum (LS) in accordance with project plan intent.

Basis of Payment

The lump sum price shall include any and all labor, equipment, and materials including but not limited to inlet protection, street sweeping, silt fence, check dams, silt ponds, and temporary seeding to provide sediment and erosion control commensurate with the Contractor's means, methods, work schedule, and in accordance with plan details and specifications, if any.

2.14 CONTINGENCY/DISCRETIONARY ALLOWANCE

A Contingency/Discretionary Allowance has been included in the Bid Proposal to be utilized as directed by the Engineer for unscheduled work items not included on the proposal forms or other changes in the work. The contingency allowance or portions thereof shall only be released upon execution of approved Change Orders or as approved by the Engineer. Any portion of the allowance not utilized shall be credited to the Owner.