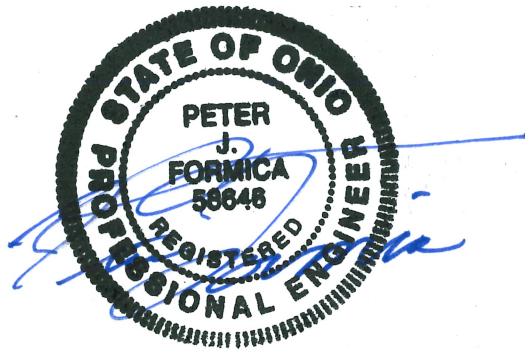


**2024 Pavement Improvements**

**City of Richmond Heights**

**July 2024**



241378

## **CITY OF RICHMOND HEIGHTS OFFICIALS**

### **ADMINISTRATION**

Kim A. Thomas, Mayor

Ryan Tiedman, Service Director

R. Todd Hunt, Director of Law

Tom DiLellio, Interim Finance Director

Travian Atkins, Interim Assistant Finance Director

Justin Haselton, P.E., CPESC, LEED, AP, City Engineer

Cameron Campbell, Recreation Director

Calvin D. Williams, Chief of Police

Marc Neumann, Chief of Fire Department

## **ADVERTISEMENT FOR BIDS/PUBLIC NOTICE TO BIDDERS**

Sealed bids will be received at the City of Richmond Heights Caucus Room at 26789 Highland Road, Richmond Heights, OH 44143 until 3:00 p.m. on August 8, 2024, and will be opened and read immediately thereafter for the

### **2024 PAVEMENT IMPROVEMENTS**

#### **OPINION OF PROBABLE CONSTRUCTION COSTS:**

**CONTRACT A – ASPHALT RESURFACING: \$965,000.00**

**CONTRACT B – CONCRETE PAVEMENT REPAIR: \$48,000.00**

**CONTRACT C – ASPHALT PREVENTTIVE MAINTENANCE/REPAIR: \$87,000.00**

**CONTRACT D – PAVEMENT STRIPING: \$108,000.00**

**CONTRACT E – 2023 HIGHLAND ROAD RESURFACING: \$569,000.00**

#### **COMPLETION DATES:**

**CONTRACTS A, B, C, AND E - NOVEMBER 15, 2024**

**CONTRACT D - SUBSTANTIAL COMPLETION: NOVEMBER 15, 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.

Compliance with the provisions of Richmond Heights Resolution No. 51-77 “Affirmative Action for Equal Employment Opportunity” is required.

Bids must be in accordance with drawings and specifications and on forms available from CT Consultants, Inc. at a non-refundable cost of One Hundred Fifty and 00/100 Dollars (\$150.00) for hard copies **and \$45.00 for electronic files**. Documents may be ordered by registering and paying online at <https://bids.ctconsultants.com>. Please contact [planroom@ctconsultants.com](mailto:planroom@ctconsultants.com) or call (440) 530-2395 if you encounter any problems viewing, registering or paying for the documents.

Publish: *The Plain Dealer*

July 25, 2024

August 1, 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
<b>SECTION 1</b>	<b><u>BID DOCUMENTS AND BID FORMS</u></b>
Instructions to Bidders	BD.1 – BD.8
Prices to Include	BD.9 – BD.25
Contract Compliance Procedures	RH.BD.1 – RH.BD.4
<b><u>**ALL BID FORMS SHALL BE COMPLETED AND SUBMITTED WITH BID**</u></b>	
Form of Non-Collusion Affidavit	BF.1
Corporate Resolution	BF.2
Proposed Subcontractors	BF.3
Experience Record	BF.4
Insurance Agent Affidavit	BF.5
Supplemental Bond Acknowledgement	BF.6
Bid Security	BF.7
Proposal Forms	
Contract A – Asphalt Resurfacing	BF. 8 – BF.10
Contract B – Concrete Pavement Repair	BF.11 – BF.12
Contract C – Asphalt Preventative Maintenance Repair	BF.13 – BF.14
Contract D – Pavement Striping	BF.15 – BF.16
Contract E – 2023 Highland Road Resurfacing	BF.17 – BF.19
Employment Data & Affirmative Action Certification for EEO	RH.BF.1 – RH.BF.2
<b>SECTION 2</b>	<b><u>CONTRACT FORMS</u></b>
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
<b>SECTION 3</b>	<b><u>GENERAL CONDITIONS, EJCDC No. C-700 (2007)</u></b>
	1 – 68
<b>SECTION 4</b>	<b><u>SUPPLEMENTARY CONDITIONS</u></b>
	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
013223	SURVEY AND LAYOUT DATA
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
015213	FIRST AID
015526	TEMPORARY TRAFFIC CONTROL DEVICES
016600	PRODUCT HANDLING AND PROTECTION
017800	FINAL COMPLIANCE AND SUBMITTALS
017821	CLEANING AND PROTECTION

**DIVISION 31 – EARTHWORK**

312323.13	COMPACTED BACKFILL
312323.14	COMPACTED GRANULAR BACKFILL
312323.33	LOW STRENGTH MORTAR BACKFILL MATERIAL
312333	UNDERGROUND CONDUIT INSTALLATION

**DIVISION 32 – EXTERIOR IMPROVEMENTS**

320113.62	ASPHALT SURFACE TREATMENT
320116.71	PAVEMENT PLANING
320117.61	CRACK SEALING
320117.63	FIBERGLASS/POLYMER INTERLAYER REINFORCING FABRIC
321000	PAVEMENT REPLACEMENT
321200	TACK COAT, TRACKLESS TACK, INTERMEDIATE AND SURFACE COURSE
321216	ASPHALT CONCRETE PAVING AND MATERIALS
321216.10	VOID REDUCING ASPHALT MEMBRANE
321313.33	PORTLAND CEMENT CONCRETE SEALING
329200.19	SEEDING AND MULCHING

	<u>Page No.</u>
SECTION 6 <u>STANDARD SPECIFICATIONS</u>	SS.1
SECTION 7 <u>SPECIFIC PROJECT REQUIREMENTS</u>	SR.1 – SR.4
SECTION 8 <u>PREVAILING WAGE RATES</u> State Prevailing Wage Rate Determination Schedule	PW.1 – PW.11

06/24

---

***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 Protection and/or replacement of existing property corner monuments.
- 1.7 Record drawings of the installed location of all underground electrical conduit, sewers, tees, wyes, laterals, etc.
- 1.8 Reimbursement to Owner for costs of re-inspection or re-testing of any work not installed in compliance with the Contract Documents.
- 1.9 All erosion control measures in accordance with the Contract Documents.
- 1.10 Mobilization, including toilet facilities for duration of project.
- 1.11 All new Portland cement concrete pavement, curb, drives, sidewalk, and ramps shall be sealed with SINAK S-102 in accordance with Section T02513W. The concrete shall be cured immediately after placement with a self-degrading curing compound such as EZ Strip™ Cure DR, Water Based Resin, or equal. All exposed areas to be treated shall be broomed and high pressure power washed prior to application of the penetrating sealer.
- 1.12 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) Class C concrete - Options 1, 2, and 3 will not be allowed.; 4) All surfaces shall be sealed with an approved cure and seal, not standard ODOT curing compound.
- 1.13 Providing and implementing the Quality Control Plan in accordance with the Specification Section 013319.
- 1.14 Bonds and Insurances (including “Owner/Contractor Protective Policy”, “All Risk Builders Risk Insurance”, and/or “Installation Floater Insurance”, as require.
- 1.15 Replacement of all existing pavement striping removed or marred on improvement and adjacent streets due to construction.



- 1.16 Reference to ODOT 401.20 “Asphalt binder Price Adjustment” is to be deleted and will not apply to this Contract.
- 1.17 Construction staking of improvements and layout and survey.
- 1.18 Dumpsters / trash and debris removal from site.
- 1.19 Maintenance of traffic.
- 1.20 Restoration: Seeding and mulching including grading, topsoil, seed, mulch, fertilizer, lime, watering, and mowing.

## PART 2 - ITEMS

All work proposed by this contract shall be quantified and paid for in accordance with the pertinent ODOT 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 video graphing 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”, “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 EXCAVATION OF SUBGRADE AND EMBANKMENT WITH GRANULAR MATERIAL, CCS, AS PER PLAN

The work, method of construction and materials for undercut and backfill unsuitable subgrade, as directed, shall conform to ODOT Item 204, with the following modifications:

- A. The following items of work shall be considered incidental costs to be included in the bid item:
  - 1. Excavation to depth required by the Engineer to remove unstable material.
  - 2. Backfill and compaction to a level equal to the proposed subbase with No. 304 stone under new pavement.

### Method of Measurement

The quantity to be paid of cubic yards of undercut and backfill unsuitable subgrade, as directed, shall be the number of cubic yards excavated and backfilled, complete and accepted, measured and calculated by surface area of the pavement above the undercut times the depth directed to be undercut.

### Basis of Payment

The unit price shall be full compensation for furnishing and placing all materials and furnishing all labor, tools and equipment necessary to complete the work as specified or as shown on the contract drawings.

## 2.4 GEOTEXTILE FABRIC, AS PER PLAN

The work, method of construction and materials shall be in accordance with ODOT Item 204.

### Method of Measurement

The quantity to be paid of woven geotextile fabric shall be the actual square yard area covered subgrade using woven geotextile fabric complete and accepted in place.

### Basis of Payment

The unit price stipulated per square yard of woven geotextile fabric complete shall be full compensation for furnishing and properly installing the geotextile fabric in accordance with manufacturer's recommendation to the pavement subgrade unless directed otherwise by the Engineer; and furnishing of all labor, tools, materials and equipment necessary to complete the work as specified or as shown.

## 2.5 PARTIAL DEPTH PAVEMENT JOINT REPAIR, AS PER PLAN

The work, method of construction and materials for partial depth joint repair shall include routing, cleaning and resealing of joints and cracks in concrete pavement / base shall be as follows:

Where longitudinal and transverse or other random cracks occur and where such cracks, in the opinion of the engineer, are not structurally damaging to the pavement, the Contractor shall rout, clean and reseal the crack opening. Where the crack extends deep into the pavement and the surface opening is greater than 3/4", it shall be prepared as stated above and resealed as follows: the lower portion of the crack shall be filled with hot applied ODOT Item 705.44 joint sealer; the upper portion of the crack shall be filled with sand asphalt.

The sand shall conform to ODOT Item 703.05 except that 100% must pass the number 4 sieve. The bitumen content shall be directed by the laboratory within 5.0 and 10.0 percent of the total mix. Longitudinal and random cracks with surface opening less than 3/4" shall be filled with ODOT Item 705.04 joint sealer.

Constructed longitudinal and transverse pavement joints in the existing pavement that, in the opinion of the Engineer, do not require structural repair shall be routed, cleaned and resealed as stated above for the width of the surface opening.

#### Method of Measurement

The number of cubic yards of sand asphalt used in the joint repair shall be the method of measurement for partial depth joint repair by the Engineer and measured in the field.

#### Basis of Payment

The unit price stipulated per cubic yard of sand asphalt for routing, cleaning and resealing joints and cracks in concrete pavement/base shall be full compensation for furnishing and placing all materials and furnishing of all labor, tools, materials and equipment necessary to complete the work as specified or as directed.

### 2.6 PAVEMENT REPAIR, AS PER PLAN

The work method of construction and materials for pavement repair shall conform to ODOT Item 253 with the following modifications.

- A. Compacted thickness shall be as detailed on the plans.

#### Method of Measurement

Measurement of pavement repair of the thickness specified shall be the number of cubic yards of asphalt concrete base completed and accepted in place.

#### Basis of Payment

The accepted quantities of pavement repair of thickness specified will be paid for at the contract unit price per cubic yard, which price and payment shall be full compensation for furnishing and placing all materials, including 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.

### 2.7 PAVEMENT PLANING, AS PER PLAN

The work method of construction and materials for bituminous and concrete pavement planing shall conform to ODOT Item 254 with the following modifications.

- A. Bituminous pavement planing shall include planing of any existing concrete patches and/or trench caps whether exposed or covered by an asphalt layer to the depth to match existing concrete base elevation.
- B. Pavement planing shall include cleaning and removal of debris and loose pieces of asphalt to the satisfaction of the City prior to the installation of the leveling course.

- C. If erosion and sediment control is not included as a contract line item, the unit price shall include the removal of all Inlet Basin grates, wrapping these grates with 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.

Method of Measurement

The number of square yards of pavement planing of the types specified shall be the actual square yards of pavement planed to the depth or variable depth specified and disposed of as measured in the field.

Basis of Payment

The unit price stipulated per square yard for pavement planing of the thickness specified shall be full compensation for furnishing and placing all materials, disposal of removed material at a City site if specified and/or removal offsite, and furnishing of all labor, tools and equipment necessary to complete the work as specified or as shown on the contract drawings.

2.8 PATCHING PLANED SURFACE, AS PER PLAN

Method of Measurement

Measurement will be made in square yards for the actual numbers of square yards of asphalt patching of planed surface as measured in the field.

Basis of Payment

The unit price bid shall include all labor, material and equipment necessary to patch the planed surface per ODOT Item 254 including excavation and material disposal, all in place, completed and accepted in accordance with the specification as directed by the Engineer.

NOTE: Patchment will not be made for repairs due to damage caused by planing operations.

2.9 FULL DEPTH PAVEMENT REMOVAL AND RIGID REPLACEMENT, AS PER PLAN

The work, method of construction, and materials for full depth pavement removal and rigid replacement, as per plan, shall conform to ODOT Item 255 and as per details on the plans with the following modifications:

- A. Saw cuts shall be made to the full depth of the existing concrete pavement and be considered an incidental cost to be included with the bid item.
- B. Concrete replacement thickness shall not be less than the existing thickness.
- C. The unit price shall include hook bolt installation and the application of joint sealant.

- D. 3” subgrade, installation, preparation, and compaction are to be included for payment under this item.
- E. ODOT Item 499 Concrete, Class QC MS mix shall be used.

Method of Measurement

The number of square yards of full depth pavement removal and rigid replacement shall be the actual number of square yards removed and replaced, completed and accepted.

Basis of Payment

The unit price stipulated per square yard for full depth pavement removal and rigid subgrade, as directed, shall be full compensation pavement saw cutting, pavement removal, subgrade compaction, concrete replacement, hook bolts, joint sealant and for furnishing and placing all materials, and furnishing all labor, tools, and equipment necessary to complete the work as specified or as shown in the contract drawings.

2.10 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 rate of 0.10 gallons per square yard.
- B. Tack coat shall be a 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. No measurement will be made for sand cover aggregate (if required).

Basis of Payment

The unit price stipulated per gallon of tack coat as directed shall be for accepted quantities complete in place with no additional payment for sand cover aggregate and 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 or as shown on the contract drawings.

2.11 ASPHALT PRESERVATIVE SEAL, AS PER PLAN

The work, method of construction and material for Asphalt Concrete Pavement Preservative Seal shall conform to Section 320113.62 – Asphalt Surface Treatment and recommendation of the manufacturer.

### Method of Measurement

The measurement of asphalt concrete pavement preservative seal shall be the actual number of square yards of asphalt concrete surface treated, completed and accepted.

### Basis of Payment

The unit price stipulated per square yard of asphalt concrete pavement preservative seal shall be full compensation for furnishing and placing all materials including surface cleaning/preparation and preservative seal material; applying a coating of dry sand and removal of sand by street sweeping, traffic control, and furnishing of all labor, tools, materials and equipment necessary to complete the work as specified or as shown on the contract documents.

## 2.12 CRACKSEALING INCLUDING CLEANING OF JOINTS AND CRACKS

The work, method of construction and material for cracksealing including cleaning of joints and cracks shall conform to Specification 320117.61 and recommendation of the manufacturer.

### Method of Measurement

Measurement will be made on a gallon basis for the actual number of gallons of material installed as measured in the field.

### Basis of Payment

The unit price bid shall include all labor, material and equipment necessary to clean and fill the joints and cracks with sealant material in place, completed and accepted in accordance with the specifications or as directed by the Engineer.

## 2.13 ASPHALT CONCRETE SURFACE COURSE, AS PER PLAN

The work, method of construction and materials for asphalt concrete surface course shall be in accordance with ODOT Item 448 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. Where VRAM is not installed, hot applied asphalt joint adhesive is to be applied to cold longitudinal construction joints and shall conform to ODOT supplemental Specification 875. This item shall be included in the cost of Asphalt Concrete Surface Course.
- D. Necessary butt or tapered edge joints and pavement saw cuts shall be considered incidental costs to be included in this bid item.

- E. Reclaimed or recycled material shall not be used. Only new materials shall be used.
- F. Replacement of all pavement striping removed or marred on improvement and adjacent streets shall be considered incidental costs to be incurred in the Bid Item.

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, pavement striping, 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.

2.14 ASPHALT CONCRETE INTERMEDIATE COURSE, AS PER PLAN

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

- A. Compacted thickness shall be as detailed on the plans.

Method of Measurement

The measurement of asphalt concrete intermediate course of the thickness specified shall be the number of cubic yards of asphalt concrete intermediate 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 intermediate course of the thickness specified shall be full compensation for furnishing and placing all materials, including furnishing all labor, tools, appliances, equipment and all other appurtenances necessary to complete the work as specified or as shown; including any necessary pavement saw cuts.

## 2.15 CONCRETE SEALING SURFACE TREATMENT, SINAK, AS PER PLAN

Portland cement concrete sealing is required at locations specified on plans. The concrete shall be cured immediately after placement with a self-degrading curing compound such as ChemMasters Safe-Cure Clear, Water Based Resin, or equal. All exposed areas to be treated shall be broomed and high pressure power washed prior to application of the penetrating sealer.

The work, method of construction and materials shall be in accordance with Section 321313.33.

### Method of Measurement

The quantity to be paid of Portland cement concrete sealing surface treatment shall be the actual square yards of surface area which receives treatment at the specified application rates.

### Basis of Payment

The unit price stipulated per square yard of Portland Cement concrete sealing surface treatment, complete in place shall be full compensation for furnishing and applying the sealer at the specified application rates to all exposed reinforced and plain concrete pavements and concrete curbs, walks and curb ramps unless directed otherwise by the Engineer; and furnishing all labor, tools, materials and equipment necessary to complete the work as specified or as shown.

## 2.16 PAVEMENT REINFORCING FABRIC, FIBERGLASS/POLYMER BLEND, AS PER PLAN

The work, method of construction and materials for pavement reinforcing fabric including AC-20 fabric tack shall conform to the contract specifications.

### Method of Measurement

Measurement will be made on a square yardage basis for the actual number of square yards of pavement reinforcement fabric for the type specified installed as measured in the field.

### Basis of Payment

The unit price stipulated per square yard of pavement reinforcing fabric, including the application of asphalt cement AC-20, shall be for accepted quantities complete in place and shall include the preparation and cleaning of the surface are, the furnishing and placing of all materials; and furnishing of all labor, materials, tools and appliance necessary to complete the work as specified or as shown on the contract drawings.



## 2.17 4-INCH SHALLOW PIPE UNDERDRAIN WITH FABRIC WRAP, AS PER PLAN

The work, method of construction and materials for underdrain of the size specified with filter fabric trench wrap shall be in accordance with ODOT Item 605 with the following modifications:

- A. Pipe material shall meet the requirement of ASTM D2729 Polyvinyl Chloride sewer pipe and fillings, perforated.
- B. Filter fabric trench wrap to be ODOT 712.09 Type A filtering fabric or approved equivalent.
- C. Trench dimensions shall be as detailed on the plans.
- D. Bedding and backfill material shall be No. 67 aggregate, 703.01.
- E. The cost of connecting to existing drainage structure is to be included with this item of work.

### Method of Measurement

The quantity of underdrains of the size and type specified to be paid for shall be the actual number of lineal feet of pipe with aggregate and filter fabric complete in place, measured from end to end of each run of pipe. Pipe fittings and specials shall not be measured separately.

### Basis of Payment

The unit price stipulated per lineal foot of underdrain shall be irrespective of the depth, class and size of pipe and shall include the furnishing and installing of the pipe, risers, specials, bends and fittings or cored stubs where shown on the drawings, filter fabric trench wrap, backfill material as specified, bedding, jointing material, plugs, stoppers, bulkheads, sheeting and shoring; earth and/or rock excavation; testing of compaction; disposal of undesirable and excess material; connection to drainage structures; dewatering, including all pumping required for underground or surface water; and the furnishing of all labor, materials, tools and appliances necessary to complete the work as specified or as shown.

## 2.18 CONCRETE DRIVES, APRONS, 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 QCMS mix shall be used in drives and drive aprons.
- F. ODOT Item 499 Concrete, Class QC1 shall be used for walks and curb ramps.
- G. Each and every sidewalk, drive slab and joint shall be edge tooled after texturing surface to match existing.
- H. ODOT 304 Aggregate Base, utilizing crushed limestone, shall be provided with these items.
- I. 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, concrete curb ramps, and concrete for drives 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, concrete curb ramp and concrete pavement for drives or aprons 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.

### 2.19 CURB RAMP

The work, method of construction and materials for curb ramps as per plan, shall conform to ODOT 608, and as per the details in the plans.

NOTE: The concrete flat work for curb ramps shall be paid for under other items per square foot. This bid item is intended to reimburse the Contractor for the additional material and labor to form and install the detectable warning surface and any other elements required to provide the ADA ramp as detailed.

#### Method of Measurement

The number, each, of curb ramps to be paid for shall be the actual number of each ramp installed, completed and accepted.

### Basis of Payment

The unit price, stipulated, each, for curb ramps shall be full compensation for excavation, removal and disposal of existing ramps and pavement, including necessary saw cuts, and any additional materials, including mortar and bricks as specified, grading, forming and finishing of the ramp and the furnishing and placing of all materials, labor, tools and equipment necessary to complete the work as specified or as shown in the contract drawings.

## 2.20 CURB, ALL TYPES, INCLUDING REMOVAL, AS PER PLAN

The work, method of construction and materials for concrete curb as directed, of the type specified shall conform to ODOT Items 609 and 202 and as per details in the plans with the following modifications.

- A. ODOT Item 499 Concrete, Class QC MS mix shall be used for all curbs.

### Method of Measurement

The length of curb of the type specified shall be the actual length of curb removed, replaced and accepted.

### Basis of Payment

The unit price stipulated per lineal foot for curb as directed for the type specified shall be full compensation for excavation, removal and disposal of existing curb base, pavement, including necessary saw cuts, restoration of curb underdrains as required, backfill, lineal grading behind the curb to establish positive drainage as directed, seeding and mulching behind the curb, and installing hook-bolts, dowels, joint sealant and new curbs and furnishing and placing all materials, and furnishing all labor, tools, and equipment necessary to complete the work as specified or as shown in the Contract Drawings.

The unit price shall include all costs for the location referencing and saw cut marking of sewer lateral markings with the appropriate symbol of the curb line once paving operations are complete.

## 2.21 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.
- F. All costs for work and material associated with incorporating a new style casting designated by the City which may include steel plates, corbelling, and/or shifting the casting to its proper location shall be included in this Item.

#### 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.

### 2.22 STRUCTURES RECONSTRUCTED TO GRADE, AS PER PLAN

The work, method of construction and materials for catch basins or manholes reconstructed to grade shall be in accordance with ODOT Item 611 with the following modifications:

- A. The Contractor and the representative of the Engineer shall field check all manholes and catch basins within the project which are to remain. Any manhole or catch basin found to exhibit substantial deterioration and requires more work than specified under adjusted to grade, shall be reconstructed to grade to a depth as directed by the Engineer.
- B. Metal adjusting rings or castings shall not be used.
- C. Brick used shall be clay or shale brick meeting the requirements of ASTM C32 sewer brick, Grade SM.
- D. Concrete brick or masonry block shall not be used.
- E. This Item shall be paid only for the vertical footage beyond the 2-foot maximum of the adjust to grade item.
- F. Type QC MS concrete shall be used for fill around all castings.

- G. All costs for work and material associated with incorporating a new style casting designated by the City which may include steel plates, corbelling, and/or shifting the casting to its proper location shall be included in this Item.

Method of Measurement

The vertical feet of manholes or catch basins reconstructed to grade to be paid for shall be the actual vertical feet reconstructed to grade measured vertically from the bottom of the casting to bottom of wall reconstructed 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, per vertical feet for catch basins, or manholes reconstructed to grade to be paid for under this Item shall be full compensation for furnishing and placing all materials including removal, cleaning, storage and resetting salvaged or new casting and furnishing of all labor, tools, and necessary appurtenances to complete the work as specified or as shown on the contract drawings.

2.23 MISCELLANEOUS METALS

The work, method of construction and materials for miscellaneous metals shall be in accordance to pertinent sections of ODOT 611 with the following modifications:

- A. Existing castings may prove to be unsuitable, as determined by the Engineer, during construction of the project. It shall be the Contractor's responsibility to provide the casting of the required type, size and strength for the particular structure in question, as directed by the Engineer. All grated castings shall be bicycle safe.
- B. All castings shall conform to the requirements of ODOT Item 611.
- C. All castings removed shall remain the property of the Owner and shall be delivered to a location within the City as directed by the Owner.
- D. The Contractor is cautioned to use extreme care in the removal, storage and replacement of all castings. Any casting damaged by the negligence of the Contractor shall be replaced with the proper casting by the Contractor at no expense to the Owner.
- E. The Contractor shall not order materials until authorized by the Engineer.
- F. Castings installed for new structures (manhole/catch basins) or reconstructed to grade shall not be paid for under this item.

Method of Measurement

The quantity of miscellaneous metal to be paid for shall be actual pounds of metal supplied, supported by invoice, and accepted.

### Basis of Payment

The unit price stipulated per pounds of miscellaneous metal shall be compensation for furnishing all materials, including delivery of old castings to a location within the City designated by the Owner. Placing of the various castings shall be paid for under adjusted to grade bid items.

## 2.24 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 stipulated for maintaining traffic 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.

## 2.25 LAW ENFORCEMENT OFFICER (WITH PATROL CAR)

The work, method of construction and materials for Law Enforcement Officer (with patrol car) shall be in accordance with ODOT Item 614 and the Plan Notes as shown in the Contract Drawings.

### Basis of Payment

The hourly price stipulated for Law Enforcement Officer (with patrol car) shall include all costs for labor, materials, tools and appurtenances necessary to complete the work as specified. The hours paid shall include any minimum show-up time required by the Law Enforcement Agency involved.

Any additional costs (administrative or otherwise) incurred by the contractor to obtain the services of a Law Enforcement Officer are included with the bid unit price for Item 614, Law Enforcement Officer with Patrol Car.

## 2.26 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 price per each or linear foot or per mile, as prescribed, be full compensation to install all pavement markings along the project site, and shall include recording the locations of the existing pavement markings, installing temporary pavement markings as needed, surface preparation, cleaning and furnishing of all labor, materials, tools and appurtenances for all pavement marking from existing conditions or as directed by the Engineer.

## 2.27 LAWN RESTORATION INCLUDING LINEAL GRADING AND TOPSOIL, AS PER PLAN

The work, method of construction and materials for lawn restoration shall be in accordance with Section 329200.19 with the following modifications:

- A. There will be no separated measurement or payment for furnishing and placing the required topsoil to maintain positive grade from front edge of walk to curb.
- B. Cost to prepare the subgrade to receive the topsoil bed including any necessary excavation or embankment to bring the subgrade to the lines indicated on the plans and parallel to the proposed finished grade shall be included in this bid item.
- C. The cost to furnish and place sphagnum peat moss at the rate specified and mix into the topsoil shall be included in this bid item.
- D. Restoration within the contract pay limits will be paid as directed by the Engineer on a one-time basis. Subsequent repairs of previously repaired seeded areas, repair of areas outside the contract pay limits and repairs to areas not planted within the designated spring or fall sowing season shall be at the Contractor's expense.
- E. Cost to inventory and restore existing treelawn landscape i.e., decorative stone, mulch, trees, brick pavers or any other special features damaged by the Contractor shall be included in this bid item.

### Basis of Payment

The lump sum price stipulated for lawn restoration of all disturbed and damaged lawn areas shall be full compensation for excavation and/or embankment of all areas to be restored to a depth necessary for placing topsoil to the grades shown or directed by the Engineer; removal and disposal of excess and unsuitable materials; preparation of the subgrade for topsoil; furnishing, placing, spreading and rolling topsoil; preparing the topsoil bed for sowing of seed; furnishing and placing soil amendments, fertilizer, peat moss and seed; maintaining lawn by watering, fertilizing, weeding, mowing, trimming and other operations as rolling, regrading and replanting as required to establish an acceptable standard of growth; inventory and restore damaged tree lawn landscape features; and the furnishing of all labor, material, tools, materials and appliances necessary to complete the work as specified or as shown.

## 2.28 VOID REDUCING ASPHALT MEMBRANE (VRAM)

The work, method of construction and materials for void reducing asphalt membrane shall conform to Specification 321216.10.

### Method of Measurement

The measurement of VRAM at the specified application rate shall be the actual length of VRAM completed and accepted in place.

### Basis of Payment

The unit price stipulated per lineal foot for VRAM as directed at the specified application rate shall be full compensation for furnishing and placing of all materials, labor, tools and appurtenance necessary to complete the work as specified or as shown.

## 2.29 TEMPORARY SEDIMENT AND EROSION CONTROL

### Basis of Payment

The lump sum price bid for temporary sediment and erosion control shall include any and all labor, equipment and materials, including but not limited to, straw bales, silt soxx, check dams, silt ponds, concrete washout, daily street sweeping, dust control, and temporary seeding to provide erosion control commensurate with the Contractor's plans, means, methods, work schedule and in accordance with plan details and specifications.

## 2.30 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.



**CONTRACT COMPLIANCE PROCEDURES**

(For Vendors, Contractors, and Material Suppliers)

City of Richmond Heights

Cuyahoga County, Ohio

The City of Richmond Heights, Ohio under the provisions of State law, is expected to make contract awards to the lowest and best bidder. Pursuant to this aim, the City has adopted rules and regulations which provide that contracts exceeding \$2,500.00 for services and \$10,000.00 for material suppliers and vendors, must be reviewed by the Equal Opportunity Coordinator prior to contract award. The purpose of this review is to ascertain the bidder's Equal Employment Opportunity efforts and intent.

1. All notices to prospective bidders on items in excess of \$2,500.00 for services and \$10,000.00 for material suppliers and vendors provides that all bidders must comply with the Contract Compliance procedure for Equal Opportunity as stipulate by the City of Richmond Heights.
2. As a part of a bid documents submitted by a bidder, an Affirmative Action Certification and an Employment Data report, as promulgated by the Equal Opportunity Coordinator and attached herewith, shall be completed. This report includes data relevant to the employment policies and practices of the bidder. Failure to submit the Equal Employment Opportunity bidder data as required, will deem the bid non-responsive and void. In the case of construction contracts in excess of \$10,000.00 compliance certification with the Cleveland Equal Employment Plan, (CEEP) and the Certification to Ensure On-Site Minority Percentage are also required to be submitted with the bid in addition to the Employment Data Report.
3. (a) The Finance Department shall forward a copy of the Equal Employment Opportunity bid documents received with the bid to the Equal Opportunity Coordinator for review and recommendation.  
  
(b) If a bidder has multiple contracts with the City of Richmond Heights, each of which is less than \$2,500.00 for services, but together exceed \$2,500.00, than the total dollar volume determines coverage under these rules.  
  
Material suppliers and vendors having multiple contracts, each of which is less than \$10,000.00, but together exceed \$10,000.00, than the total dollar volume determines coverage under these rules.  
  
(c) The city of Richmond Heights reserves the right to establish exemptions at its discretion.
4. Following receipt of the Employment Data Report submitted by the bidder and prior to actual award of the contract, the apparent successful bidder shall be required to attend a pre-award Equal Employment Opportunity conference if such a conference is requested by the Equal Opportunity Coordinator. At that time, it may be required for the bidder to submit additional information on his Affirmative Action Program for Equal Employment Opportunity. Subsequently, the Equal Opportunity Coordinator shall determine the acceptability and effectiveness of the Affirmative Action Program submitted by the lowest and best bidder and shall submit findings to the City of Richmond Heights.

5. The Equal Opportunity Coordinator is responsible for monitoring the Equal Opportunity efforts of each contractor, sub-contractor, vendor or supplier after the contract award. Post-contract monitoring will include, but be limited to, the following procedures:
  - (a) The filing of any reports as established and required by the Equal Opportunity Coordinator of the City of Richmond Heights. Where a construction contract exceeds \$10,000.00, Monthly Minority Manpower Utilization Reports, as prescribed by the Department of Labor, Office of Federal Contract Compliance, will be submitted to the Equal Opportunity Coordinator of the City of Richmond Heights.
  - (b) Post-award compliance reviews will be scheduled with the contractor, subcontractor, vendor or material supplier to determine adherence to the City's EEO regulations.
6. The Equal Opportunity Coordinator will issue a written warning to the employer if the Equal Opportunity Coordinator determines that the contractor is deficient in its efforts to achieve Equal Opportunity. This warning will specify the contractor's areas of non-compliance and request that it provides data within a reasonable period of time to demonstrate his good faith efforts in achieving compliance.

Upon review of the employer's good faith efforts, the Equal Opportunity Coordinator may wish to confer with the employer for the purpose of offering assistance and to secure reasonable assurances from the employer that the Equal Opportunity deficiencies will be corrected.

7. Failure to comply with the Equal Employment Opportunity contract procedures as established by the City of Richmond Heights shall result in any or all of the following sanctions subject to approval by the Council of the City of Richmond Heights:
  - (a) Withholding of all future payments under the involved public contract to the contractor in violation until it is determined that the contractor or subcontractor is in compliance with the provisions of the contract;
  - (b) Refusal of all future bids for any public contract with the City of Richmond Heights until such time as the contractor, subcontractor, vendor, or supplier demonstrates that it has established and shall execute an acceptable Equal Opportunity Program;
  - (c) Cancellation of the public contract and declaration of forfeiture of the performance bond.



Director of Finance  
26789 Highland Road  
Richmond Heights, OH 44143-2707  
P: 216.486.2474 F: 216.383.6320  
richmondheightsohio.org

RE: Prevailing Wage Rates

To Whom It May Concern:

In order to comply with Section 4115.071 of the Ohio Revised Code Prevailing Wage Rates, it will be necessary for you to supply us with the following:

1. Payroll dates for your employees.
2. A copy of each payroll which must include:
  - A. Employee's hours
  - B. Rate of pay
  - C. Job classification
  - D. Fringe benefit payments
  - E. Deductions.
3. Contractors and subcontractors are required to deliver certified copies of their payrolls to the prevailing wage coordinator within three weeks of the pay date.
4. Contractors and subcontractors are required to file with the prevailing wage coordinator upon completion of the project and prior to final payment, an affidavit stating he has complied with Chapter 4115 of the Ohio Revised Code.

As Prevailing Wage Coordinator for the City of Richmond Heights, it is my responsibility to insure that each contractor complies with the prevailing wage rates of the Industrial Commission of the State of Ohio. If you have any questions regarding this matter, please contact this officer.

Tom DiLellio,  
Interim Finance Director