



SHAKER HEIGHTS

Bid

2026 Street Resurfacing Project

January 16th, 2026

Public Works

Jim Carroll

Roadway Superintendent

James.Carroll@ShakerHeightsOH.gov

Pre-Bid Meeting

Wednesday, January 21, 2026 at 9:30 am

15600 Chagrin Blvd.,

Shaker Heights, Ohio 44120

**THE CONTRACTOR AND ALL SUB-CONTRACTORS SUBMITTING
BIDS MUST BE ODOT PRE-QUALIFIED. THE CONTRACT WILL
ONLY BE AWARDED TO AN ODOT PRE-QUALIFIED CONTRACTOR.**

Bid Due By:

Friday, January 30, 2026 at 12:00 pm

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This Bid Document is comprised of the following sections:

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Submission Checklist
Bid Form
Non-Collusion Affidavit
Certificate of Compliance
Compliance with Section 3517.13
Unresolved Findings for Recovery Certification
Information Sheet

Please inspect this document on receipt. If **ANY** pages or sections are missing, it is the responsibility of the bidder to contact the Office of the Director of Purchases at (216) 491-1422 for replacement pages.

NOTE:

Failure to complete and return **ALL** required forms by the Bid deadline may result in the disqualification of the Bid.

LEGAL NOTICE

The *City of Shaker Heights* will receive sealed bid proposals delivered to the Director of Purchases of the City of Shaker Heights, Ohio, Finance Department, 3400 Lee Road, Shaker Heights, Ohio until **12:00 Noon** on the **30th day of January, 2026** for:

2026 Street Resurfacing Project

and such bids will be publicly opened and read immediately thereafter. Each bid must contain the full name or names of the party or parties making the same, with an affidavit as to interested parties, and in the case of a corporation not chartered in Ohio, with a proper certificate that such corporation is authorized to do business in Ohio, and be accompanied by a bond, or a certified or cashier's check on a solvent bank, made payable to the order of the **CITY OF SHAKER HEIGHTS** in an amount not less than ten percent (10%) of the total amount of the base bid.

Copies of the Specifications, Instructions to Bidders, Forms of Proposals, and other contract documents are on file at the office of the Director of Purchases of the City of Shaker Heights, and may be obtained at no charge.

A Pre-Bid Meeting will be held on Wednesday, January 21, 2026 at 9:30 am at 15600 Chagrin Blvd., Shaker Heights, Ohio 44120. Your attendance at this meeting is strongly encouraged.

**THE CONTRACTOR AND ALL SUB-CONTRACTORS SUBMITTING BIDS MUST BE
ODOT PRE-QUALIFIED. THE CONTRACT WILL ONLY BE AWARDED TO AN
ODOT PRE-QUALIFIED CONTRACTOR.**

The City of Shaker Heights is Equal Opportunity Employer and prohibits, in accordance with the law, discrimination on the basis of race, color, religion, military status, national origin, disability, age, ancestry, sex, sexual orientation and gender identity or expression. Minority Business Enterprises, Female Business Enterprises and Small Business Enterprises shall be afforded full opportunity to submit bids or proposals for this project.

The bid bond, or a certified or cashier's check, as the case may be, will be held as a guarantee that, if the bid proposal is accepted, a contract will be entered into between the bidder and the City of Shaker Heights, and the performance of such contract secured by said check or bond, and default thereof said check and/or bond, and the amount represented thereby, shall be forfeited to the City of Shaker Heights, as liquidated damages.

The City of Shaker Heights reserves the right to reject any and all bids, to waive any informalities in the bids received, and to accept any bid which they deem most favorable.

Director of Purchases
City of Shaker Heights, Ohio

ADV: January 16, 2024
January 23, 2024

**CITY OF SHAKER HEIGHTS
INVITATION FOR BIDS**

The City of Shaker Heights is seeking bids for the **2026 Street Resurfacing Project**. The contract period is for ninety (90) calendar days commencing at the issuance of the Notice to Proceed. Bids shall be submitted by **12:00 Noon** on the **30th day of January, 2026** in sealed envelopes addressed to the "Director of Purchases, City Hall, 3400 Lee Road, Shaker Heights, Ohio," shall be plainly marked on the outside of the envelope with **"2026 Street Resurfacing Project"** and shall bear the name of the bidder.

ONE COMPLETE SET OF BID FORMS SHALL BE INCLUDED WITH THE BID.

Bids received after the deadline will be returned unopened. Bids may not be withdrawn at any time. The bids will be publicly opened and read immediately after the deadline for submission. At the time and place fixed for opening bids, the contents of all bids will be made public for the information of all bidders and other interested parties who may be present in person or by representative.

Whenever the term "Director of Purchases" is used herein, the same shall mean the Director of Purchases of the City of Shaker Heights or his duly authorized agent.

City of Shaker Heights
General Instructions to Bidders/General Conditions

- A. Sealed bids for the **2026 Street Resurfacing Project** will be received by the Director Purchases, City of Shaker Heights, Ohio until 12:00 o'clock Noon on **Friday the 30th day of January, 2026**. Said bids shall be in an opaque sealed envelope and addressed to the "Director of Purchases, City of Shaker Heights, 3400 Lee Road, Shaker Heights, Ohio 44120" and shall be plainly marked on the outside thereof; **"2026 Street Resurfacing Project"** and shall bear the name of the bidder.
- B. One Complete set of Bid Forms shall be included with the Bid.
- C. Each Bid shall be made on the attached "Bid Form" which shall be signed with the full name and address of the proprietorship, partnership, or corporation submitting the same. The bid of a proprietorship shall be signed by the owner, a partnership by one of the general partners, and a corporation by a duly authorized officer thereof stating his title. No BID shall be withdrawn after delivery to the Director of Purchases. Bidder may at its discretion submit other pertinent facts or data, which it might deem desirable, but its bid **MUST BE ON THE BID FORMS PROVIDED.**
- D. Each Bidder must certify that it has complied with the Ohio Revised Code Section 5719.042. Each Bidder must complete a Non-Collusion Affidavit. The Bidder's signature on the affidavit **MUST** be notarized.

No bidder shall be considered a responsive and responsible bidder or eligible to be awarded the contract to which this Notice or Bid Specifications apply, if the bidder is listed on the Auditor of State's Database as having a "Finding of Recovery" as that term is defined in Ohio Revised Code Section 9.24. No bidder shall be considered a responsive and responsible bidder or eligible to be awarded the contract to which this Notice or Bid Specifications apply unless the bidder has completed a certification that the bidder is in compliance with Ohio Revised Code Section 3517.13. A copy of the certification is included with the instructions to bidders and must be submitted with the bid.

- E. No proposal will be considered unless accompanied by a bid bond, or a certified or cashier's check drawn on a solvent bank and made payable to the City of Shaker Heights Ohio in an amount not less than ten percent (10%) of the Bidder's Base Bid, conditioned upon execution of the contract and the furnishing of a performance and payment in bond in the event the contract is awarded to the bidder.

Note: Bid Bond must be from a surety licensed by the State of Ohio. The Bond must include full contact information for the surety, including name of firm, complete address, telephone number, fax number and email contact information. The Bond must include full contact information for the person writing the bond for the surety (name of person and firm, complete address, telephone number, fax number and email contact

information), and a power of attorney demonstrating that the person issuing the bond is authorized by the surety to write such bonds.

- F. Bids shall be submitted prior to the time fixed in the “Invitation for Bids.” Bids received after the time so indicated shall be returned unopened. At the time and place fixed for the opening of bids, the contents of all bids will be made public for the information of all bidders and other interested parties who may be present in person or by representative.
- G. The right is reserved to reject any and or all proposals, including alternates, to waive technicalities or to advertise for new proposals, if in the judgment of the awarding authority the best interest of the City will be promoted thereby.
- H. The award of the contract, if it is awarded, will be made within sixty (60) calendar days after the opening of proposals to the lowest and best bidder whose proposal complies with the entire requirement prescribed. In no case will an award be made until all necessary investigations are made as to the responsibility of the bidder to whom it is proposed to award the contract. The successful bidder will be notified, by letter, mailed to the address shown in the proposal, that its bid has been accepted and that it has been awarded the contract.
- I. The Director of Purchases reserves the right to rescind the award of any contract at any time before the execution of said contract by all parties without any liability against the City.
- J. All proposal guaranties will be returned upon award of the contract, after a contract bond has been furnished, and the contract has been executed.
- K. The successful bidder must within ten (10) days after it has received notice of the award to them and before entering into a contract furnish a Contract or Performance Bond in the form provided by section 153.57 of the Ohio Revised Code in the full amount of its proposal, which bond shall cover the entire contract until final acceptance by the City of this improvement and receipt of the Maintenance Bond.

The successful bidder must also, within ten (10) days after it has received notice of the award and before entering into a contract, furnish a Labor and Material Bond in the full amount of his proposal.

Note: Bond must be from a surety licensed by the State of Ohio. The Bond must include full contact information for the surety, including name of firm, complete address, telephone number, fax number and email contact information. The Bond must include full contact information for the person writing the bond for the surety (name of person and firm, complete address, telephone number, fax number and email contact information), and a power of attorney demonstrating that the person issuing the bond is authorized by the surety to write such bonds.

- L. The contract shall be signed by the successful bidder and returned; together with the contract bond and other required contract documents, within ten (10) days after the bidder has received notice that the contract has been awarded. No proposal shall be considered binding upon the City of Shaker Heights until the execution of the contract. If the contract is not executed by the Director of Purchases within twenty (20) days following receipt from the bidder of the required contract documents, the bidder will have the right to withdraw his bid without prejudice.
- M. Failure to execute the contract and file an acceptable bond shall be just cause for the cancellation of the award and the forfeiture of the proposal guarantee which shall become the property of the City, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the work may be readvertised as the Director of Purchases may decide.
- N. The Contractor shall take out and maintain during the life of the contract, such Public Liability (Bodily Injury and Property Damage) Insurance as shall protect it and any subcontractor performing work covered by the contract from claims for damages, for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under the contract, whether such operation be by itself or by any subcontractor or by anyone directly or indirectly employed by either of them. The Contractor shall maintain coverage of the types and in the amounts specified below. Proof of such insurance coverage shall be evidence by submitting a certificate of insurance (naming the City as additional insured) to the Director of Purchases, City of Shaker Heights, 3400 Lee Road, Shaker Heights, Ohio 44120.

The amounts of such insurance shall be as follows:

<u>Bodily Injury Liability</u>	
Each Person	\$1,000,000
Each Accident	\$1,000,000
<u>Property Damage Liability</u>	
Each Accident	\$ 250,000
Med Pay	\$ 5,000
<u>General Liability</u>	
Each Occurrence	\$1,000,000
Aggregate Per Project	\$2,000,000
Products Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Fire Damage	\$ 50,000
<u>Umbrella Liability Limits</u>	\$2,000,000

- O. Such insurance shall remain in full force and effect during the life of the contract.
- O. A two-year maintenance bond, in the amount of 25 percent of the total cost of this

contract, shall be required of the successful bidder at the Contractor's own expense. The two-year term of this guarantee shall begin on the date of the final acceptance of this improvement and shall guarantee that this improvement will remain in good condition for and during the entire period of guarantee. If at any time before or during the said period of guarantee, any defects or omissions become apparent in the work or if it becomes apparent that any of the work is not in accordance with the requirements, or if any work constructed under this contract requires repairs due to defects in materials or workmanship, or for any other cause which may be attributed to the work which is being done by the Contractor, as determined by the Director of Purchases the Contractor shall rectify such defects or omissions within five (5) days of notification and shall complete such corrections within a reasonable length of time at his own expense. If the Contractor fails to rectify such defects or omissions or fails to start such repairs within five (5) days, the City reserves the right to make such corrections at the expense of the Contractor or bonding company.

P. Prevailing Wage Threshold Levels:

As of January 1, 2021:

New construction threshold level has been adjusted to \$250,000.

Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting threshold level has been adjusted to \$75,000.

As of January 1, 2021:

New construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction threshold level has been adjusted to \$93,392.00.

Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction threshold level has been adjusted to \$27,950.00.

shall be in accordance with the "Schedule of Prevailing Hourly Wage Rates Ascertained and Determined by the Department of Industrial Relations Applicable to State Highway Department Improvements in Accordance with Chapter 4115 of the Ohio Revised Code of the State of Ohio", said wage rated will be kept on file. This project shall be considered a reconstruction project.

Q. The bidder must furnish two (2) references for similar work performed, information relative to the assessment of any penalties or liquidated damages in connection with the performance of similar work, and information relative to the facilities, ability, and financial resources available for the property fulfillment of the work on the form attached hereto and which is made a part of the bidding documents.

The City reserves the right to reject any bid for failing to satisfy any criteria set forth in this Paragraph of General Conditions.

- R. Whenever the “Director of Purchases” is used herein, the same shall mean the Director of Finance of the City of Shaker Heights or his duly authorized agent.
- S. Whenever the term “Engineer” is used herein, the same shall mean the Director of Public Works of the City of Shaker Heights or his duly authorized agent.
- T. All inspection and testing of materials and/or installation that is to be performed will be done at the expense of the Contractor. The firm used by the Contractor must meet the approval of both the City and the Contractor. The Contractor and City shall agree to the selection of the testing firm before the start of construction.
- U. The Contractor shall, at its own expense, support and protect all structures, conduits, equipment and fixtures of all kinds, and all other public or private sidewalks, equipment and fixtures of all kinds, and all other public or private property, whether of this contract or another that may be encountered or endangered during construction. It shall repair and make good any damage caused to such property.

The Contractor shall use every possible precaution to prevent injury to tree, shrubbery and lawns which may be located on or near the site of the work along public right-of-ways or on private property and it shall not be permitted to locate any equipment where it would interfere with or injure any trees, shrubbery or lawns, except as otherwise specified herein.

All tree roots encountered in the prosecution of the work shall be protected to avoid damage if at all possible. No roots are to be cut without the approval of the Public Works Department Supervisor of Forestry. All roots greater than three-quarters inch ($\frac{3}{4}$ ”) in diameter that are damaged shall be properly cut by accepted methods by the Department of Public Works Forrester and sealed with approved dressing to insure complete healing over.

The City reserves the right to repair any damage to public utilities or other facilities of the City caused by the work of the Contractor and the cost of such repairs shall be borne by the Contractor.

The Contractor shall provide proper facilities, take all necessary precautions and assume the entire cost for protecting the work against vandalism, weather conditions, and for handling all storm and flood water, sewage, seepage, ice or snow that may be encountered during the performance of the contract.

- V. The Contractor shall submit his schedule for work to be performed, which must meet with the approval of the Engineer. All work on this contract, unless otherwise stated on the plans or in these specifications, will be limited to the daylight hours, except in cases of emergency, and then may be performed only if permission is obtained from the Director of Public Works and adequate lighting facilities are used. No work will be permitted on Sundays and Holidays, except to save property or life or in case of extraordinary

emergency, and then only as authorized or directed by the Director of Public Work's office. When work progress makes temporary shutdown of services unavoidable, shutdown shall be coordinated with and approved by the Engineer so as to cause minimum disruption to established operating routine and contractor shall arrange to work as necessary to re-establish service within shortest possible downtime. In those instances where the length of time required for service interruption is not acceptable to the Engineer, unless otherwise indicated, furnish and install temporary connections as required to reduce the length of time of service interruption to an acceptable level.

Work on this project shall commence within ten (10) days from the date of notice of authorization to proceed. The work shall be carried on with such force and in such manner and order and at such points that within the number of calendar days as set forth in the bid form, or as may be modified or extended as mutually agreed upon, and as computed from the date of notice of authorization to proceed, the whole work shall be performed. The Contractor shall work continuously until the work is completed and shall not leave the job site until all phases are acceptable to the Engineer.

It is mutually agreed by and between the parties hereto that time is an essential part of this contract and that if the Contractor shall fail to complete the work as herein provided within the time fixed, or extended as mutually agreed upon, the City may retain as liquidated damages incident to such delay, from the monies that are or may become due said Contractor, and every calendar day the completion of the work be delayed beyond the time set forth herein for such completion.

It is agreed by and between the parties hereto that inasmuch as expenses and inconveniences and other damages will be sustained by the City in the event that said Contractor fails to perform the work herein specified within the time herein set forth, such as inconvenience to the public, engineering expenses, interest charges, wages of clerks, salaries of inspectors, delay caused to other work by failure to perform this contract, and other elements, some of which are indefinite and, in some cases, insusceptible of easy proof, an amount equal to that stated below for each calendar day's delay shall be considered as liquidated damages and not as a penalty and shall become due said City as full payment for all such expenses and damages sustained by it by the failure of the Contractor to complete the work as herein specified.

Liquidated Damages

Original Contract Amount		Liquidated Damages
From	To	per Calendar Day
\$ -0-	\$100,000	\$100.00
\$100,000	\$500,000	\$200.00
\$500,000	\$1,000,000	\$300.00
\$1,000,000	\$1,500,000	\$500.00
\$1,500,000	\$2,000,000	\$750.00
\$2,000,000	<\$2,000,000	\$1,000.00

- V. These specifications, the supplemental specifications, the plans, special provisions, and all supplemental documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a completed work.

The Contractor shall take no advantage of any apparent error or omission in the plans or specifications. In the event the Contractor discovers such an error or omission, he shall immediately notify the Engineer. The Engineer will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specification.

- W. Prior to, and at the request of the Engineer, the Contractor shall make a final clean-up of the project to the satisfaction of the Engineer and the City.

- X. The Engineer will decide all questions that may arise as to the quality and acceptability of the materials furnished, the work performed and the rate of progress. He will decide all questions that may arise as to interpretation of the plans, specifications and other contract documents. He will decide all questions as to the acceptable fulfillment of the contract on the part of the Contractor.

- Y. The Contractor shall keep fully informed of all Federal, State and local laws, ordinances, and regulations and all orders and decrees of authorities having any jurisdiction or authority which, in any manner, affect those engaged or employed on the work, or which, in any way, affect the conduct of the work. It shall at all times observe and comply with all such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the City and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by itself or its employees.

The City of Shaker Heights is an Equal Opportunity Employer and prohibits, in accordance with the law, discrimination on the basis of race, color, religion, military status, national origin, disability, age, ancestry, sex, sexual orientation, and gender identity or expression. Minority Business Enterprise, Female Business and Small Business Enterprise shall be afforded full opportunity to submit bids or proposals for this project.

A **Minority Business Enterprise** is a small business that is at least 51% owned and operated by no less than one minority or, in the case of a publicly owned business, at least 51% of the stock of which is owned by no less than one minority and whose management and daily business operations are controlled by at least one minority.

A **Female Business Enterprise** is an enterprise that is at least 51% owned by no less than one woman who controls the firm by exercising the power to make policy decisions and operates the business by being actively involved in day-to-day management.

A **Small Business Enterprise** is independently owned and operated, and meets industry size and receipt requirements for small business per SBA13 CPR 121, Section 3 of the Small Business Act.

If Federal Funding is involved in whole or in part in the payment of goods or services contracted herein, the Contractor, during the performance of its contract, shall comply with Title VI and Title VII of the Civil Rights Act of 1984, 42 U.S.C. Section 2000(d), (e) as amended by Executive Order No. 11246 (September 24, 1965), as amended by Executive Order No. 11375 (October 13, 1967).

Even when Federal Funding is not involved, the Contractor, during the performance of its contract, will not discriminate against any employee or applicant for employment because of race, color, religion, military status, national origin, disability, age, ancestry, sex, sexual orientation, and gender identity or expression. The Contractor will take appropriate action to ensure that applicants are employed without regard to their race, color, religion, military status, national origin, disability, age, ancestry, sex, sexual orientation, and gender identity or expression. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

All equipment, materials and installation shall comply with the National Fire Protections Association, "National Fire Codes" and "National Electrical Code." Equipment shall bear the "UL" label as required by these codes.

Contractor shall secure and pay for all permits and certificates of inspection incidental to this work required by foregoing authorities, be responsible for payments to all public utilities for work performed by them in connection with provision of service connections required under this Detail Specifications, and deliver all certificates to Engineer in duplicate.

- Z. If the Contractor claims that any instructions by drawings or otherwise involve extra cost under this contract, it shall give the Director of Public Works written notice thereof within ten (10) days times after receipt of such instructions, an in any event before proceeding to execute the work, except in an emergency endangering life or property, and the procedure then shall be as provided for changes in the work. No such claim shall be valid unless so made.
- AA. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials and equipment for performing all work under the contract in a complete and acceptable manner and for all risk, loss, damage or expense of whatever character arising out of the nature of the work or the prosecution thereof.
- BB. The quantity of work set forth herein is estimated and is subject to budgetary constraints. The City reserves the right to modify the work or non-perform any part of or all of the work. The City may vary the amount of work estimated in the Bid Form. There is no minimum amount of work guaranteed. No allowance will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor resulting

either directly from such alterations, or indirectly from unbalanced allocation of overhead expense on the part of the bidder and subsequent loss of expected reimbursement thereof or from any other cause.

The Bid Form includes the Lump Sum Contract price for the Contract and unit prices. The sum of the unit prices multiplied by the estimate quantities shall equal the Lump Sum Contract price. The unit prices may be used to determine the amount of work that may or may not be performed.

CC. Payment of the work will be made in the following manner and conditions:

The Contractor shall submit monthly estimates of the amount, in his opinion, of the work completed to date. The Engineer shall review the monthly estimates, make such changes, as he deems appropriate and totalize the amount of work completed on the project as of the date submitted.

The Engineer shall then subtract ten percent (10%) of the total amount of work completed to date, which shall be retained as described below.

The Engineer shall then subtract from the total derived from the paragraph above, all previous payments made to the Contractor for prior monthly estimates. This total amount remaining and due to the Contractor for work completed will be paid to the Contractor not more than forty-five (45) days from receipt of the estimate by the Engineer.

The approval of any estimates, or payments, made shall not be taken or construed as an acceptance of work so estimated. The ten percent (10%) remaining unpaid will be retained as a guarantee that the Contractor will faithfully and completely fulfill all of the obligations and conditions imposed by the contract specifications, and will pay any damages caused by reasons of any failure of the part of said Contractor to fulfill all the conditions and obligations herein contained. The unpaid balance will be paid not less than forty-five (45) days after the final inspection of the work by the Engineer, and when the appropriate Maintenance Bonds are received by the Finance Department as so indicated by the contract. In case the Contractor fails to comply with the terms of these specifications, or fails to comply with the orders or directions of the Engineer herein provided for, the City of Shaker Heights reserves the right, and the Contractor hereby assents to the same, of withholding the payment of any monthly estimate until the terms, orders or directions are complied with to the satisfaction of the Engineer.

In the case where prevailing wage is required, no payments will be released by the Finance Department until such time that all Certification of Payroll reports for the estimate being paid has been received by the Finance Department. It is the Contractor responsibility to be sure all appropriate forms are forwarded to the Finance Department

Detailed Specifications

D-1 Scope of Work

These specifications describe the work to provide all labor, supervision, equipment, services and expertise required to accomplish the resurfacing of the streets referenced in the bid specification. The scope for this work involves pavement grinding, curb replacement, base repair, casting adjustment and resurfacing.

THE CONTRACTOR AND ALL SUB-CONTRACTORS SUBMITTING BIDS MUST BE ODOT PRE-QUALIFIED. THE CONTRACT WILL ONLY BE AWARDED TO AN ODOT QUALIFIED CONTRACTOR.

D-2 Location

The work described in these specifications is located on the following streets in the City of Shaker Heights:

PHASE 1			
Street	Limits	Area (SY)*	
Bryon Rd.	E. Belvior to Shaker Blvd.	7166	3-inch Mill
Boyce Rd.	Byron to Fayette	1410	3-inch Mill
Shelburne Rd.	WCR to N. Park	5972	3-inch Mill
Waybridge Rd.	Shaker to S. Woodland	4026	3-inch Mill
Sedgewick Rd.	Shaker to S. Woodland	4001	3-inch Mill
PHASE 2			
Street	Limits	Area (SY)*	
Ludgate Rd.	Chagrin to Scottsdale	6549	3-inch Mill
Onaway Rd.	Van Aken to Huntington	3466	3-inch Mill
Shelburne Rd.	Ashley to Belvoir	4988	3-inch Mill
N. Moreland	Larchmere to Fairhill	7176	3-inch Mill
Wicklow Rd.	Larchmere to Shaker	3198	3-inch Mill
ADDITIONAL WORK			
Large Area Repairs (LAR)	Throughout city	4500 SY	
ADA Ramps	Chagrin / WCR	525 SF	

*Quantities are an estimate only, not measured. It will be the contractor's responsibility to measure and confirm all quantities with Public Works prior to submitting requests for payment.

Phase 1 and the Large Area Repairs are to be completed in forty-five (45) calendar days.

Phase 2 is to be completed in forty-five (45) calendar days and cannot start until June 5, 2026.

Total duration of project is ninety (90) calendar days.

The engineer's estimate for the project is \$1,850,000.

D-3 Pre-Construction Video Documentation

Contractor shall provide all labor, materials, equipment, and services, and perform all operations necessary to furnish to the Engineer a complete color audio-video DVD record of the surface features within the proposed construction zone of influence. This record shall include, but not be limited to, all audio-video DVDs, storage cases, video logs, and indexes. The purpose of this coverage shall be to accurately document the pre-construction condition of these surface features.

The video DVD documentation shall be done by a responsible commercial firm known to be skilled and regularly engaged in the business of pre-construction color audio-video DVD documentation. The firm shall furnish such information as the Engineer deem necessary to determine the ability of that firm to perform the work in accordance with the Contract specifications.

The color audio-video recording delivered to the Engineer shall be on a high quality DVD format and submitted two (2) weeks prior to beginning construction on a given street.

The cost associated with Pre-Construction Video Documentation is incidental to the Pavement Milling bid items.

D-4 Contractor's Superintendent

At all times the Contractor shall keep a competent superintendent on the project that shall represent the Contractor. Each such superintendent or other representative must be satisfactory to the Engineer of the City and duly authorized to receive, and act upon notices, directions and instructions given by the Engineer.

D-5 Published Standards

The State of Ohio, Department of Transportation Construction and Material Specifications dated January 1, 2023, as may be modified on the Construction Plans or in these Specifications, shall govern this project. All of these modifications are in these specifications or as shown on the plans.

Note 1: It is the intent of the parties that the State of Ohio, Department of Transportation Construction and Material Specifications shall govern construction means and methods only, and not pricing or payment. Any work shown on the plans or required in the specification but not paid for separately as a bid item shall be included in the cost of other bid items.

Note 2: Section 100 (General Provisions) of ODOT 2023 Construction and Material Specifications will not apply to this contract.

D-6 Maintenance of Traffic and Closing Streets to Traffic

The Contractor shall maintain safe and satisfactory vehicular traffic at all times in accordance with Item 614 in the State Highway Specifications. Access to abutting properties shall be maintained at all times. The Contractor shall not block any drive, road or portion of road without prior permission from the Chief of Police. If permission is granted to block local access, the Contractor shall notify, in writing, all property owners affected well in advance so as to minimize any inconveniences.

The Contractor shall furnish and maintain all guards, barricades, handrails, lights and other appurtenances, in conformance with the Ohio Manual of Uniform Traffic Control Devices.

The Contractor may with the approval of the City Representative and Police Chief, close streets, or parts of streets, to vehicular traffic. The streets are to remain closed as long as the construction work or the condition of the finished work requires or as determined by the City. The City shall be the judge of how many streets or parts of streets it is necessary for the Contractor to close at any time, and may refuse to permit the closing of additional streets to traffic until the majority of the work on the closed streets is completed and they are opened to traffic. The Contractor is to seek approval one week prior to closing the street(s). Approved street signage and notification to residents are required forty-eight (48) hours prior to closing the street(s). Any signage that shows signs of wear during the course of construction shall be immediately replaced at no expense to the City.

The Police, Fire and Public Works Department of Shaker Heights shall be notified by the Contractor at least 48 hours prior to beginning work on any street.

D-7 Inspection and Testing

The Contractor shall perform all work under this section of the specifications. The Contractor shall hire a Private Laboratory to perform tests on construction materials. The testing laboratory shall be subject to the review and prior approval of the Director. All Reports of laboratory and field tests will be distributed to the Engineer, City, and Supplier within 24 hours of completion.

Any laboratory performing services under this contract shall be able to verify its independence from the construction contractor and subcontractor, if any, whose work is being tested. The Contractor shall be responsible for performing any materials testing required by the City at the expense of the Contractor. The City will require materials testing for the following items:

1. **Aggregates:** for each material and/or different source, the laboratory shall perform soundness, gradation, and other tests for all parameters specified. Aggregates incorporated into concrete or asphalt mixes shall also be tested for moisture content daily.
2. **Compaction Tests:** Compaction tests or field density tests shall be taken on all embankment, trench backfill, subgrade, and subbase materials. Minimum test shall be as follows:

- a. Embankment test shall be at least one (1) test/5000S.F. of each lift; Trench backfill testing shall be at least one (1) test/50 L.F. of each lift; subgrade and/or subbase testing shall be at least one (1) test/200 L.F. of pavement or /5000 S.F. of slabs; subject to greater frequency due to soil conditions or Engineer's direction.
3. Concrete Mix Design: for each type of concrete, the laboratory shall perform the necessary mix design providing all test data as required by the specification
4. Concrete Field and Laboratory Test: the laboratory shall cast concrete cylinders one set of three (3) cylinders per 50 C.Y. The cylinders shall be broken: one at 7 days, one at 28 days, one at 56 days, unless otherwise directed by the Engineer. The laboratory shall cast concrete beams one set of two (2) beams per 7,500 SY. The beams shall be broken; one at three (3) days, the other at seven (7).

Temperature and unit weight shall be run on fresh concrete at intervals sufficient for the type of structure being placed and a minimum of every 20 C.Y. Slump and air content tests shall be taken a minimum of one test per 20 C.Y.

All field and laboratory testing shall be performed by technicians certified by the American Concrete Institute (ACI) for the type of testing performed.

5. Asphalt Mix Design: for each type of asphalt mix, submit job mix formula (JMF) prepared by an ODOT pre-qualified laboratory from test performed on the aggregates proposed for use. Sample and test for gradation and bitumen content as per ODOT 441.

D-8 Contractors Hours and Noise Control

The Contractor shall restrict his working hours to those permitted by local ordinances or any other applicable ordinances, laws or regulations except as he may obtain written variances from such ordinances, laws or regulations from the appropriate governing authorities.

The noise level resulting from the construction shall be within the limits specified in the OSHA regulations and all local ordinances.

Weekend and night work can be requested by the City at no additional cost if it is deemed necessary and vital by the City to accommodate schedule.

D-9 Elevations and Dimensions

Elevations on the Plans refer to sea level datum. Calculated dimensions shall take precedence over measurements by scale.

D-10 New Material Specified

All material for the Bid Items specified are to be considered all new material unless clearly and distinctly indicated on the plans as recycled or used. The use of any other material is prohibited.

D-11 Restoration of Roadways, Driveways, Sidewalks, Curbing and Tree Lawns

The Contractor shall properly restore all roadways, driveways, sidewalks, curbing and tree lawns including the area behind the sidewalk and Right-of-Way line not designated for removal or repair damaged or disturbed during construction, at no cost to the City.

If sandstone sidewalks are damaged as a result of the Contractor's activity, the resident must be given the option to have new sandstone sidewalk or concrete installed. No additional cost will be provided to the Contractor for residents choosing to replace damaged sandstone sidewalk in kind.

D-12 Inconvenience to the Public

It is intended that the public be put to a minimum of inconvenience due to the construction work. The Contractor must therefore complete the work as rapidly as possible, once it is begun in a particular area. The Engineer will pay particular attention to the scheduling and sequencing of the work.

D-13 Work Permits

The Contractor shall obtain all permits and pay all applicable fees to the City of Shaker Heights.

D-14 Water Supply

Water will be supplied to the Contractor at the nearest hydrant. The cost of the water supply shall be borne by the Contractor. The Contractor shall obtain the necessary permit from the City's Fire Department.

The Contractor will be required to provide the approved standard tight hose and fittings with which to make connections to hydrants and outlets. No improper, wasteful or undue use of water will be permitted.

D-15 Reduction or Elimination of Work and/or Increase in Work

Prior to the execution of the contract, the City reserves the right to reduce or eliminate portions of any or all of any items of work. If the project is over budget, work will be eliminated and quantities will be adjusted accordingly. A bid tabulation will be prepared using the reduced quantities and the unit prices submitted by the Contractor with its Bid. This tabulation shall be submitted to the Contractor for his reviews and approval.

After the execution of the Contract, the City reserves the right to increase, reduce or eliminate any item of work necessary to complete the project with no adjustment to the Unit Price for that Contract Bid Item.

D-16 Material Disposal

The Contractor shall not dump any waste materials on any City property without the written permission of the Engineer, or on any other property without the written permission of the owner or

lessee thereof, and the Engineer. When such permission is granted, dumping shall be subject to regulations specified by the City.

D-17 Project Meetings

Prior to the start of construction, the Contractor and the City shall hold a pre-construction meeting to outline the requirements, project schedule and other project details. The Contractor shall bring to the pre-construction meeting a proposed construction progress schedule, concrete mix design, asphalt mix designs (JMF), etc. Approval of each by the engineer is required prior to the start of any work.

D-18 Preliminary Submittals

The Contractor will be required to make submittals at the pre-construction meeting for the following items:

1. Certificate of Materials
2. Asphalt mix design
3. Chip Seal
4. Source of asphalt materials
5. Subcontractor List
6. Concrete mix design
7. Source of concrete materials
8. Baseline Schedule
9. Emergency Contact List
10. Catch basin and manhole castings & valve boxes

D-19 Prices to Include

The amount bid for each Bid Item shall also include the following:

1. Reimbursement to the City for costs for re-inspection or re-testing of any work not installed in compliance with the Contract Documents.
2. For all casting replacement/adjustments and concrete walk/ramp/apron/curb items, any costs for restoration including curb replacement, pavement replacement, earthen fill, grading, topsoil and seed and mulch shall be included in the unit price for each item.
3. The coordination and payment for any utility castings requiring adjustments to grade (by others).
4. Replacement of all existing pavement striping removed or marred on improvement and adjacent streets due to construction.
5. Pre-construction videotape of each street.
6. Street Sweeping of Intermediate course prior to installation of Surface course and for Final Clean up.

7. Maintenance of Traffic plans, to include adequate signage, flaggers and message boards.
8. Resident & Merchant Notifications

D-20 Pavement Grinding (Planning)

This item consists of providing all labor, material and equipment necessary to grind and profile an existing asphalt street to a depth of 3.0" below the existing surface course unless otherwise noted. All work shall be done in accordance with Item 254 of the ODOT Construction and Material Specifications (latest revision). Included in the price bid shall be the cost for removal and disposal of grinding spoils. Removal of such spoils shall closely follow the planning operation. Material shall not be left on site for any length of time. In addition, the Contractor shall include the cost of street sweeping to follow grinding operations in the unit price bid. Bituminous pavement grinding (planing) shall include grinding (planing) of any existing concrete patches and/or trench caps whether exposed or covered by an asphalt layer to the depth to match existing base elevation.

Sawed vertical butt joints shall be constructed at all locations where new asphalt meets existing asphalt or existing concrete and sealed with Joint Sealant. Feathered joints will not be allowed.

Pavement planning 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. Bituminous pavement grinding (planning) shall include grinding (planning) of any existing concrete patches and/or trench caps whether exposed or covered by an asphalt layer to the depth to match existing base elevation. Concrete that is required to be planned will be done at no additional cost to the City.

D-21 Curb Replacement

This item consists of providing all labor, material and equipment necessary to construct a Type 6 or Type 2-B concrete curb in areas as determined by the engineer. Saw-cutting will be considered incidental with the work. Underdrain that is damaged as a result of curb installation will be repaired in accordance with ODOT Item 605 with the following modifications; pipe material shall meet the requirements of ODOT item 707.41 Polyvinyl Chloride plastic pipe and fittings, the pipe shall be perforated. The cost of underdrain repair, including aggregate backfill, will be incidental to curb replacement pay items.

The new concrete curb shall be replaced in accordance with Item 609 of the ODOT Construction and Material Specifications (latest edition) and revile shall match the existing curb. All curing material shall be thoroughly agitated prior to use and shall be clear. Concrete will be fiber reinforced with Fibermesh Inforce e3, as manufactured by SI concrete, or approved equal product.

D-22 Casting Adjustment

This item consists of providing all labor, material and equipment necessary to adjust manholes or inlet manholes and catch basins to grade. Castings shall be adjusted in accordance with ODOT 611.10 (D) or 638.18, as applicable. The City does not allow the use of adjusting rings.

Adjustment to grade shall include all work specified in ODOT 611.10 (D) as necessary to adjust the existing/new casting. Only red brick and mortar shall be used for adjustment to grade. In addition, this work will include any supporting wall repair work necessary, up to twenty four (24") inches below the top of the existing supporting wall.

Contractor shall use Type MS concrete shall be used for castings box outs. All costs for work and material associated with incorporating a new style casting designated by the Engineer which may include steel plates, corbelling, and/or shifting the casting to its proper location shall be included in this Item.

All existing castings for structures to be adjusted or reconstructed to grade shall be field checked and marked suitable for salvage and reuse or replaced as directed by the City. The Contractor shall be responsible for replacement of castings on an as needed basis. New castings shall be EPA Phase II compliant castings with the wording "Dump no waste, drains to Lake" and shall be EJIW 1710 or EJIW 7035, with type MG grate or an approved equal.

D-23 Reconstruct Structure to Grade

This item consists of providing all labor, material and equipment necessary to reconstruct existing structures to grade. Reconstruction to grade shall include all work specified in ODOT 611.10 (C) and shall also include existing/new castings raised greater than two feet below from their existing elevation. Only red brick and mortar shall be used to reconstruct a structure. All reconstruction work shall be performed as directed by the City.

Contractor shall use Type MS concrete shall be used for casting box outs. All costs for work and material associated with incorporating a new style casting designated by the Engineer which may include steel plates, corbelling, and/or shifting the casting to its proper location shall be included in this Item.

All existing castings for structures to be adjusted or reconstructed to grade shall be field checked and marked suitable for salvage and reuse or replaced as directed by the City. The Contractor shall be responsible for replacement of castings on an as needed basis with EPA Phase II compliant castings with the wording "Dump no waste, drains to Lake".

D-24 Monuments Boxes, Hydrant Shut-Offs and Line Valves Adjusted To Grade

This work shall consist of adjusting to the new grade any valve boxes and monument boxes, or similar structure, in accordance with Item 638.18 in the ODOT Specifications, except as specifically amended herein.

The Contractor shall carefully remove any valve box, monument box, etc., and reset to the new grade by the addition of red bricks, mortar, cast iron spacers, or any other method approved by the Engineer. The Contractor shall be responsible for replacement of castings on an as needed basis. The cost of this work shall include saw cutting of the pavement, removal, adjustment of valve boxes and monument boxes, or similar structure, and concrete.

D-25 Full Depth Base Repair

This item consists of providing all labor, material and equipment necessary to replace any unsuitable pavement base encountered with asphalt pavement in accordance with ODOT Item 252 or Item 255. The base should be removed to a depth of ten inches (10"). Aggregate used in the asphalt concrete shall be limited to limestone.

The work, method of construction and materials for bituminous aggregate base shall be in accordance with ODOT Item 301 with the following modifications:

- A. Compacted thickness shall match existing base thickness.
- B. Reclaimed or recycled materials will be limited to thirty (30) %.

Measurement of bituminous aggregate base of the thickness specified shall be the number of tons of bituminous aggregate base completed and accepted in place as measured in the field.

The accepted quantities of bituminous aggregate base of the 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.

The work, method of construction, and materials for full depth pavement removal and rigid replacement, as directed, shall conform to ODOT Item 305 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. Curb shall conform to ODOT Item 609 with the configuration of the curb being the same as that of the existing curb. The curbing shall be considered an incidental cost included with pavement removal and replacement.
- C. Replacement thickness shall match existing thickness. Average thickness was estimated at 8 inches.
- D. The unit price shall include dowel/hook bolt installation.
- E. ODOT Item 499 Concrete, Class MS mix with fibers (Fibermesh Inforce e3 as manufactured by SI Concrete or approved equal) shall be used.

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.

The unit price stipulated per square yard for full depth pavement removal and rigid replacement, as directed, shall be full compensation for pavement saw cutting, pavement removal, subgrade compaction, concrete replacement, 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.

The Contractor shall remove and replace only areas as determined by the City to be unsuitable.

D-26 Concrete Apron Replacement (Class MS)

This item consists of providing all labor, material and equipment necessary to replace six-inch (6") thick concrete aprons. The Contractor shall remove the existing concrete apron as marked by the project engineer. The sub grade shall be prepared by removing any loose materials and placing a three inch (3") coarse aggregate #304 base to a level six inches (6") below the existing grade. The sub base should be compacted with a vibratory plate tamper. Concrete will be fiber reinforced with Fibermesh Inforce e3, as manufactured by SI concrete, or approved equal product.

Pre-molded expansion joints shall be placed between the interfaces of old and new concrete. All concrete aprons shall match existing driveway / apron finish. All curing material shall be thoroughly agitated prior to use and shall be clear. All aprons that are removed must be replaced within 24 hours.

There will be no separate measurement or payment for removal and disposal of existing walk or concrete drives or subbase, base and subgrade compaction. These items of work shall be included in the furnishing and installation of new concrete pavement for walks, drives and aprons. There will be no additional compensation for providing a thickened edge and/or integral curb, as detailed.

D-27 Chip Seal

This item shall consist of providing all labor, material and equipment necessary to place a single overlay of chip seal per ODOT Item 422. The material shall conform with ODOT Item 422 with the following modifications:

- Binder – Polymer emulsified binder conforming to ODOT Item 702.16.A

The chip seal must be covered with the intermediate course the same day. There will be no exceptions or variances granted with this requirements.

The quantity paid shall be the number of Square Yards of Chip Seal that is placed, as measured by the Engineer and verified by weight tickets. The accepted quantities shall be paid for at the unit price bid, which price and payment shall be full compensation to complete this item as specified.

D-28 448 Asphalt Concrete Intermediate Course, Type 2, Pg 64-22

This item shall consist of providing all labor, material and equipment necessary to place a 1.5" as directed by the Engineer layer of 448 intermediate course asphalt concrete. Asphalt shall be placed

in accordance to ODOT Item 448. The use of reclaimed asphalt is allowable up to 25% of the total mix design.

Under no circumstances will the City entertain asphalt price adjustments after award of the bid.

D-29 448 Asphalt Concrete Surface Course, Type 1, Pg 64-22

This item shall consist of providing all labor, material and equipment necessary to place a 1.25" or 2.0" as directed by the Engineer layer of 448 surface course asphalt concrete on the existing roadway after planning and repair have been completed. Asphalt shall be placed in accordance to ODOT Item 441. The use of reclaimed asphalt is allowable up to 10% of the total mix design.

The Contractor shall tack coat before placement of the surface course. The rate of application of 407 tack coat shall be subject to adjustment as directed by the City. The tack shall be applied at an application rate of 0.10 gallons per square yard. The cost for the tack coat shall be included in the asphalt item. Sand cover aggregate shall be placed, as directed by the Engineer, for prevention of pick-up and tracking of the tack coat material by vehicles. Material shall not be ordered until directed by the Engineer. The tack coat and sand cover aggregate shall be considered and incidental cost included with the Asphalt Surface Course cost.

After completion of the surface course, the curb gutters, butt joints, and cold joints (center line) and all castings shall be sealed with asphalt joint sealer applied at a uniform width of approximately four inches and at a rate sufficient to fill surface voids.

Any cracks which develop within one (1) year of completing this work shall be sealed, at no cost to the City, as directed by the Engineer. The Contractor should anticipate sealing all cracks with fiber reinforced crack sealing material in accordance with ODOT Item 423 and meeting the requirements of ODOT Supplemental Specification 925.

Under no circumstances will the City entertain asphalt price adjustments after award of the bid.

D-30 ADA Compliant Curb Ramps

All material and workmanship shall be in accordance with Ohio Department of Transportation, Construction and Material Specifications, Latest Edition unless modified by the City. The ODOT Construction and Materials Specification shall govern all construction items that are a part of this plan except when such specifications are modified by the General Notes, Construction Details or City specifications set forth herein. The minimum width of the bottom of the ramps is to be six (6) feet.

The Contractor shall be responsible for ADA Curb Ramps and sidewalk layout. Contractor shall be responsible for having finished work conform to ADA Requirements. Any inspection or checking of the Contractors' layout by the City and the acceptance of all or any part of it shall not relieve the Contractor of its responsibility to secure proper dimensions, grades and elevations of the several parts of the work. The Contractor shall use competent personnel and suitable equipment for the layout work required. It is the Contractor's responsibility to ensure that no water ponds at the

interface of the ADA ramp and road. If ponding is present after a wet weather event post ADA install, the Contractor shall replace the ADA ramp and / or micro-mill the street to alleviate standing water at no expense to the Owner.

All curb ramps shall have distinctly-textured walking surfaces, detectable by cane, to warn pedestrians with visual impairments of an impending hazard on the circulation route ahead. The detectable warning shall consist of truncated domes with a diameter of nominal 0.9 IN. (23MM), a height of nominal 0.2 IN. (610 MM) in the direction of travel and extended the full width of the curb ramp or flush surface. The location of the detectable warning shall be located so that the edge nearest the curb line or other potential hazard is 6 to 8 inches (150 to 205 MM) from the curb line or other potential hazard.

Truncated domes detectable pad shall be red brick in color for streets that are to be resurfaced; Truncated domes related to work in the general area of Chagrin / Warrensville Center Road are to match existing (charcoal gray). Detectable pads shall be made from cast iron and/or polymer as approved by the City. Cost of the truncated dome detectable pad and layout of curb ramps are all incidental to the installation of the curb ramps pay item, no additional cost will be paid.

There will be no separate measurement or payment for removal and disposal of existing walk or concrete drives or subbase, base and subgrade compaction. These items of work shall be included in the furnishing and installation of new concrete pavement for ADA compliant curb ramps. There will be no additional compensation for providing a thickened edge and/or integral curb, as detailed. There will be no additional compensation for maintenance of traffic related to the ADA removal and replacement in the general area of Chagrin / Warrensville Center Road; MOT costs will be incidental to the bid item.

D-31 Miscellaneous Metal

This work shall consist of furnishing new castings, or parts of castings, where an existing casting is damaged and cannot be salvaged, as determined by the Engineer. Catch basin castings shall be pre-marked casting with a fish emblem and "Dump No Waste, Drains to Lake" message.

The intent of this item is to provide new castings for structures uncovered during pavement removal and excavation procedures and for structures in close proximity to the project work limits as determined and directed by the Engineer.

It shall be the Contractor's responsibility to provide the castings of the required type, size and strength to meet the requirements of Item 711.14 in the ODOT Specifications or the Specifications of the City.

The Contractor is cautioned to use extreme care when adjusting existing castings to grade. The Contractor, at no expense to the City, shall replace any castings damaged by the Contractor's negligent operations, as determined by the Engineer, with the proper new casting.

Payment for this work shall be made at the contract unit price bid per pound for "Miscellaneous Metal", which price shall constitute full compensation for furnishing, handling, and placing all

materials, the removal and disposal of the existing castings or parts of a casting and for all labor, equipment, tools, and incidentals necessary to complete the work.

A contingency has been included in the estimated quantities. No materials shall be ordered or work performed unless authorized by the Engineer.

D-32 Partial Depth Pavement Repair, Asphalt Patches

This item of work shall be in accordance with ODOT Item 251 and as specifically amended herein.

The intent of this item of work is to mill and pave asphalt patches on various streets to be provided during construction. The milling and paving of these patches will be coordinated such that this work will be performed with the milling and paving of the streets that are to be repaired and resurfaced.

The minimum patch width will be approximately twelve (12) Foot with an approximate length of twenty (20) feet.

This work shall consist of partial depth removal of existing pavement in areas marked out by the Engineer prior to construction, applying tack coat, and placing and compacting asphalt concrete in accordance with the asphalt specifications contained herein.

Removal and replacement depth shall not be less than two (2) inches. All facets of the repair area must have a vertical face. No feathering will be permitted.

All edges shall be sealed in accordance with the specifications contained herein.

Payment for this work shall be made at the contract unit price bid per square yard for "Partial Depth Repair, Asphalt Patches", which price shall constitute full compensation for furnishing all materials and for all labor, equipment, tools and incidentals necessary to complete this work including asphalt milling, disposal, tack coat and paving and sealing.

D-33 Detector Loop

This work consists of furnishing and installing traffic signal equipment, complete and ready for service. This work also includes necessary excavation and backfill, disposal of discarded materials, restoration of disturbed facilities, and surfaces to a condition equal to that existing before the Work started, and electrical testing as specified. Submit results of electrical testing. All work shall be performed in accordance with ODOT Item 632 Traffic Signal Equipment. Any Loop Detectors damaged outside of the work limits by the Contractor will be replaced at no expense to the City.

D-34 Excavation and Removal of Existing Pavement, Curb, & Base, As Per Plan

The work, method of construction, and materials for excavation and removal of existing pavement shall be in accordance with ODOT Item 203 and 202, except as modified that irrespective of the type and thickness of pavement removed the measurement and payment will be for either flexible and/or rigid.

Existing and removal of existing pavement, curb & base including embankment construction will be paid for on a lump sum basis which shall include all areas designated on the contract drawings and as directed by the Engineer. This lump sum price shall be full compensation for excavation, backfill, topsoil, seeding and mulching; protection of existing curb and pavement/walk designated to be saved; pavement saw cuts as necessary; removal and disposal of the existing flexible pavement, rigid pavement or base patches or trench cap and curbs; and furnishing of all labor, material, tools, and appliances necessary to complete the work in accordance with ODOT Item 203 and 202 and modified herein as shown on the plans, or as specified. All excavation shall be considered as unclassified excavation.

D-35 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 $\frac{3}{4}$ " , 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 seal; the upper portions 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 to 10.0 percent of the total mix. Longitudinal and random cracks with surface opening less than $\frac{3}{4}$ " 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 repair shall be routed, cleaned and resealed as stated above for the width of the surface opening.

The cubic yards of sand asphalt used in the joint repair shall be the method of measurement for partial depth joint repair. The unit price will be inclusive for all routing, cleaning and resealing joints and cracks in concrete pavement/base and shall be full compensation for furnishing and placing all material and furnishing of all labor, tools, materials, and equipment necessary to complete the work as specified or directed.

D-36 Sandstone Curb Reset

The work, method of construction and materials for the adjustment of sandstone/granite curb to grade shall conform to ODOT 609 with the following modifications. If the designated curb to be adjusted is broken prior to the Contractor's commencement of work, the Contractor shall notify the City of this discovery. Should the Contractor break the curb section during its adjustment, the Contractor shall replace the curb, in kind, at his own cost. Measurement will be made on a lineal foot basis for the actual number of lineal feet of existing curb reset to grade as measured in the field.

The unit price bid shall include all labor, material and equipment necessary to reset the existing curb to grade per ODOT Item 609 in place, completed and accepted in accordance with the plans and specifications or as directed by the Engineer.

D-37 Sidewalks

The work, method of construction and the materials for the installation of new sidewalks will be constructed in accordance with ODOT 608. Thickness of sidewalk will be four-inches. Excavation, subgrade preparation, installation of 2-inch leveling course (compacted ODOT Item 304, no slag), form work, grass restoration and associated activities shall be included in the square foot cost. Layout of sidewalks will be coordinated with the City. Concrete shall be Class QC1 (recycled coarse aggregate in concrete mix is permissible provided the material conforms to Supplement 1117).

The unit price bid shall include all labor, material and equipment necessary to construct new sidewalks per ODOT Item 608 in place, completed and accepted in accordance with the plans and specifications or as directed by the Engineer.

D-38 Aggregate Base, Including Excavation, As Per Plan

Measurement will be made on the actual number of cubic yards of aggregate base installed as measured in the field.

The unit price bid shall include all labor, material and equipment necessary to excavate and remove the existing base and/or pavement (regardless of material type) and to install the aggregate base per ODOT Item 304 in place (recycled 304 will not be considered), including compaction and subbase preparation, completed and accepted in accordance with the plans and specifications or as directed by the Engineer.

D-39 Utilities

The Contractor shall thoroughly review the site and become familiar with all utilities (water, sanitary, electric, gas, telephone, fiber optic cable, etc) within the limits of the project which may interfere with the proposed construction. The contractor shall be responsible for coordination with the affected utility companies if existing utilities must be relocated or utility appurtenances removed.

The contractor shall notify the Ohio Utilities Protection Service (OUPS) at 800-362-2764 at least 48 hours prior to the start of construction so that existing utilities can be located. Non-member utilities must be contacted directly. The contractor shall take all necessary precautions, at no additional expense to the owner, to avoid damage to existing underground and overhead utility lines during the entire project. In the event of damage to existing public and / or private utilities, the Agency concerned shall be notified immediately and all repair work shall be executed in accordance with the specifications of the respective Agency at no additional expense to the owner, including any inspection fees or maintenance crews.

D-40 Coordination with Other Contractors

The contractor awarded this contract shall coordinate its activities with other contractors working in the area and shall not hinder access or construction activities with the other contractors. The successful bidder agrees by submitting such a bid that it will make no claim for additional payments or an extension of time for the completion of other work and any other concessions due to coordination with any other contractors.

D-41 Thermoplastic Pavement Markings, ODOT Item 644

Pavement markings shall comply with Item 640, Pavement Markings, in the ODOT Construction and Material Specifications dated January 1, 2023.

This work shall consist of the pavement preparation and application of uniformly retroflective pavement marking materials in accordance with Item 644 in the ODOT Specifications. The intent of the work is to provide stop lines, crosswalks, lane lines, and centerlines (or any other existing pavement marking) as per ODOT Item 644 (or as modified below).

1. Center Line: place center lines as single or double yellow stripes between contiguous lanes of pavement carrying traffic in opposite directions. Make each strip 4 inches wide, solid or broken as to match existing.
2. Lane Line: shall be 4-inch wide, white stripes between contiguous lanes of pavement carrying traffic in the same direction. Place as broken lines, or match existing. Offset lane lines to the left of the longitudinal joint, if present and/or possible. Do not place lane line through intersections (unless pre-existing condition is in place).
3. Channel Line: place channelizing lines as continuous 8-inch wide white stripes (or match existing color).
4. Stop Bars: place stop lines as a solid 24-inch wide white strip.
5. Crosswalk Lines: place crosswalk line as two 12-inch parallel (5 feet apart, match existing) solid white stripes. Or place crosswalk with eight foot long 12-inch wide white stripes at 1 ½ feet wide-spaced parallel lines. Remark according to existing condition.
6. Lane Arrows (all types): place lane arrows using white markings (or match existing).
7. Word on Pavement: place word on pavement using white markings (match existing).
8. Parking Stalls: place parking lot stall marking lines as continuous 4-inch wide stripes, color to match existing. Parking stall markings cost shall include necessary existing ADA markings where present (at no additional charge).
9. Transverse Line: place transverse line as a solid 24-inch wide stripe, of a color to match existing, and at an angle to the direction of traffic.
10. Line marking paint shall comply with ODOT Item 740.04. Glass beads shall comply with ODOT Item 740.09. Apply Thermoplastic at a thickness of 125 mils.

Payment for this work shall be made at the unit price bid, which price shall constitute full compensation for furnishing, handling and placing of all materials necessary to complete the work. Including but not limited to all mobilization or after hour work needed to complete project.

D-42 Additional Project Criteria

1. The Contractor will distribute written resident & merchant notifications 48 hours prior to milling. Prior to installing the surface course, the contractor will provide another written notification to residents. If Saturday work is approved, the contractor will need to provide written notification to the residents.
2. The leveling course shall be installed within two (2) days of grinding operations unless otherwise approved by the City for each individual street.
3. All streets shall be proof-rolled after grinding operations in the presence of a City representative, and base repair shall commence immediately after grinding and proof-roll operations. All base repairs shall be performed in the presence of a City Representative.
4. Prior to performing work in tree lawns, the Contractor shall check for any sprinkling systems and shall repair any sprinkling systems that they damaged. It is the Contractor's responsibility to notify the Ohio Underground Protection Services (1.800.362.2764) 48 hours before excavation.
5. Excavation of failed areas (base repairs) shall be performed using a rotomill, no gradalls.
6. The pavement adjacent to all castings to be adjusted to grade shall be full depth saw cut, jack-hammering by hand or machine is unacceptable. Hydro-hammer machine attachments are not permissible.
7. All curb removal and replacement shall be performed after the leveling course is placed.
8. The contractor will be responsible for providing written notifications to property owners 48 hours prior to starting and driveway apron removal and replacements. The time to complete a driveway removal and replacement shall not take longer than 48 hours. The contractor is not permitted to remove driveway aprons on a Friday. **Unless otherwise approved by Public Works, the contractor will remove and replace aprons and curb on one side of the street prior to start the other side.**
9. The costs for pavement restoration, sprinkler repair (as needed), backfill and lineal grading and grass restoration behind the curb shall be included in the unit price bid for curb removal and replacement.
10. All crosswalks shall not have hatchmarks unless otherwise noted.
11. Pavement milling shall include the cleaning of debris and loose pavement to the City' satisfaction prior to the installation of the leveling course.

12. No stormwater pollution prevention measures are included in the plans; however, the contractor is responsible for implementing erosion control devices such as but not limited to: inlet protection perimeter filter fabric fence, etc. to prevent silt and debris from entering the storm or sanitary sewer systems.

13. The surface course will be installed fifteen (15) calendar days after the installation of the intermediate course. The Contractor shall provide sufficient work force to complete any ancillary work (including but not limited to manhole, catch basin & valve box adjustments, curb and apron work) which is necessary to be performed prior to the placement of the surface course. The Contractor is to notify the Engineer prior to placing the intermediate course if this is not practical due to the amount of curb & apron replacement and casting adjustments required on the street. The Contractor is to provide additional notification to residents stating when the street(s) will be completed if the installation of the surface course cannot be installed ten (10) calendar days after the placement of the intermediate course.

CONTRACTOR'S CERTIFICATION OF SUBMITTAL

Project:	
Contractor Information:	
Name:	
Address:	
Phone Number:	
SUBMITTAL DESCRIPTION:	
DATE	
SUBMITTAL NUMBER	
RESUBMITTAL	YES _____ NO _____
"OR EQUAL" SUBMITTAL	YES _____ NO _____
PROVIDE "OR EQUAL" JUSTIFICATION	
SPECIFICATION SECTION	
PAGE NO.	
PARAGRAPH NO.	
DRAWING NO.	
LOCATION	
CONTAINS VARIATIONS FROM THE CONTRACT	YES _____ NO _____
LIST THE VARIATIONS	
APPROVED BY	

CERTIFICATION:

Contractor hereby certifies that the Contractor has complied with the requirements of the Contract in preparation, review and submission of this submittal. The submittal is complete in accordance with the Contract and other governing laws and regulations.

By: _____ Date: _____

6. Sample AIA Form

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF

PAGES

TO (OWNER):

APPLICATION NO.:

Distribution to:

- OWNER
- ARCHITECT
- CONTRACTOR
- INSPECTOR
-

FROM (CONTRACTOR):

PERIOD TO:

KA#

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL			
Approved this Month			
Number	Date Approved		
TOTALS			

Net change by Change Orders

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for payment has been completed in accordance with the Contract Documents, that all previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: _____ County of: _____, 20____
 Subscribed and sworn to before me this _____ day of _____
 Notary Public:
 My Commission expires: _____

Application is made for Payment, as shown, in connection with the Contract. Continuation Sheet, AIA Document G702, is attached.

1. ORIGINAL CONTRACT SUM \$ _____
2. Net change by Change Orders \$ _____
3. CONTRACT SUM TO DATE (Line 1+2)..... \$ _____
4. TOTAL COMPLETED & STORED TO DATE..... \$ _____
 (Column G on G702)
5. RETAINAGE:
 - a. ____% of Completed Work \$ _____
 (Column D+E)
 - b. ____% of Stored Material \$ _____
 (Column F on G703)
 Total Retainage (Line 5a + 5b or Total in Column 1 of G702..... \$ _____
6. TOTAL EARNED LESS RETAINAGE..... \$ _____
 (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ _____
8. CURRENT PAYMENT DUE..... \$ _____
9. BALANCE TO FINISH, PLUS RETAINAGE..... \$ _____
 (Line 3 less Line 6)

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect/Inspector certifies to the Owner that to the best of the his/her knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Inspector: _____ Date: _____

Project Manager _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AMOUNT CERTIFIED \$ _____
 (Attach explanation if amount certified differs from the amount applied for.)

City of Shaker Heights Bid Form Checklist

For:

Please Note: The following items are to be included in your bid package. One original of bid forms shall be included with the bid. The required items are to be ORIGINALS and must be SIGNED by the proper authority representing your company.

It is the responsibility of the bidder to contact the Office of the Director of Purchases at (216) 491-1422 (Marleigh.Marker@ShakerHeightsOH.Gov) for addendums, pre-bid documents or replacement pages.

- Bid Form --- Signed
- Non-Collusion Affidavit – Signed and Notarized
- Certificate of Compliance - Signed
- Affidavit in Compliance with Section 3517.13 – Signed and Notarized
- Unresolved Finding of Recovery – Signed and Notarized
- Listing of ALL Subcontractors to be used on the project.
- List of References
- Copy of Signed Addendum (2) if Applicable
- Bid Bond or Cashier's Check

Addendum #1 _____
(Signature) (Date)

Addendum #2 _____
(Signature) (Date)

Addendum #3 _____
(Signature) (Date)

- Please fill out MBE/FBE/SBE Information

BID FORM

Mark Envelope: 2026 Street Resurfacing Program

To the Director of Purchases:

The undersigned, having full knowledge of the site and the specifications for the following improvements, and the conditions of this proposal, hereby agrees to furnish all services, labor, material and equipment necessary to complete the entire project, according to the plans and specifications and completion dates, and to accept the unit prices specified below for each item as full compensation for the work in the proposal.

THE CONTRACTOR AND ALL SUB-CONTRACTORS SUBMITTING BIDS MUST BE ODOT PRE-QUALIFIED. THE CONTRACT WILL ONLY BE AWARDED TO AN ODOT PRE-QUALIFIED CONTRACTOR.

PROJECT COMPLETION DATE:

NINETY (90) CALENDAR DAYS FROM THE ISSUANCE AND NOTICE TO PROCEED FOR 3-INCH, LARS & ADA RAMPS (CHAGRIN BLVD.)

The total amount of the bid based on the approximate quantities given below and the price specified by the bidder amount to the

sum of: _____ Dollars \$ _____

UNIT PRICE CONTRACT

For the above-mentioned project, the City reserves the right to reasonably increase or decrease the quantities or delete any item set forth herein.

THREE (3) INCH STREET SUBTOTAL = _____
 LARGE AREA REPAIR SUBTOTAL = _____
 ADA RAMPS (CHAGRIN BLVD.) SUBTOTAL = _____
 TOTAL = _____

THREE (3) INCH STREETS					
Bid Item	Item Description	Bid Quantity	Unit	Unit Cost	Total Amount
1	PAVEMENT PLANING (3.0")	47952	SY		
2	CHIP SEAL	47952	SY		
3	ITEM 448: ASPHALT INTERMEDIATE COURSE - 1.5"	1998	CY		
4	ITEM 448: ASPHALT SURFACE COURSE - 1.25"	1665	CY		
5	ADA COMPLIANT CURB RAMPS	1850	SF		
6	SIDEWALK REMOVE & REPLACE	200	SF		
7	CURB REPLACMENT	1850	LF		
8	CATCH BASIN ADJUSTED TO GRADE	88	EA		
9	CATCH BASIN RECONSTRUCTED TO GRADE	17	EA		
10	MANHOLE ADJUSTED TO GRADE	71	EA		
11	MANHOLE RECONSTRUCTED TO GRADE	14	EA		
12	MONUMENT BOXES, HYDRANT SHUT-OFFS AND LINE VALVES ADJUSTED TO GRADE	48	EA		
13	FULL DEPTH BASE REPAIR (Concrete, ODOT 255)	95	SY		
14	FULL DEPTH BASE REPAIR (Asphalt, ODOT 448)	50	SY		
15	CONCRETE APRON REPLACEMENT	14000	SF		
16	MISC. METAL	25000	LBS		
17	TRAFFIC LOOP	6	EA		
18	LEO W/ CRUISER	8	HR		
19	PAVEMENT MARKING (ODOT 644)				
19.01	STOP BARS	450	FT		
19.02	CROSSWALKS	2100	FT		
19.03	DOUBLE YELLOW	120	FT		
3-INCH SUBTOTAL =					

LARGE AREA REPAIRS					
Bid Item	Item Description	Bid Quantity	Unit	Unit Cost	Total Amount
20	PAVEMENT PLANING (2.0")	4500	SY		
21	ITEM 448: ASPHALT SURFACE COURSE - 2.00"	250	CY		
LAR SUBTOTAL =					
Bid Item	Item Description	Bid Quantity	Unit	Unit Cost	Total Amount
22	ADA COMPLIANT CURB RAMPS - CHAGRIN BLVD.	525	SF		
SUBTOTAL =					

Vendor Information (Please Fill In)

(Company, **Please Print**)

(Title: Owner, Partner, Corporate Officer)

(Name, **Please Print**)

(Street Address)

(Phone)

(City, State, Zip)

(Federal I.D. No.)

(E-mail Address)

Bidder Qualifies as a:

- Minority Business Enterprise
- Women's Business Enterprise
- Small Business Enterprise

- | | |
|-----|----|
| Yes | No |
| Yes | No |
| Yes | No |

Please circle the area that applies

NOTE: The City reserves the right to reject any bids

CERTIFICATE OF COMPLIANCE
WITH OHIO REVISED CODE SECTION 5719.042

Each bidder is required to comply with O.R.C. Section 5719.042, and in conformance therewith is **REQUIRED TO SIGN ONE** of the two statements set forth below. Section 5719.042 reads as follows:

“Sec. 5719.042. After the award by a taxing district of any contract let by competitive bid and prior to the time the contract is entered into, the person making the bid shall submit to the district’s fiscal officer a statement affirmed under oath that the person with whom the contract is made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list; in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the contract, and no payment shall be made with respect to any contract to which this section applies unless such Statement has been so incorporated as a part thereof.”

****READ AND SIGN ONE OF THE TWO CERTIFICATES BELOW****

Statement No 1:

The undersigned hereby certifies that he has read the foregoing Ohio Revised Code Sec5719.042 and further certifies under oath that they/he/she **WAS NOT CHARGED** at the time the bid was submitted **WITH ANY DELINQUENT PERSONAL PROPERTY TAXES** on the general tax list of personal property in Cuyahoga County, Ohio.

Signature (if signing here, do not sign Statement No. 2)

Statement No 2:

The undersigned hereby certifies that he has read the foregoing Ohio Revised Code Sec. 5819.042 and further certifies under oath that they/he/she **WAS CHARGED WITH DELINQUENT PERSONAL PROPERTY TAXES** on the general tax list of personal property in Cuyahoga County, Ohio, and that attached hereto is a true and correct statement of the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon.

Signature (if signing here do not sign
Statement No 1)

**AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13
OF THE OHIO REVISED CODE**

STATE OF OHIO

COUNTY OF _____ SS:

I, the undersigned, after being first duly cautioned and sworn, state the following with respect to compliance with Section 3517.13 of the Ohio Revised Code:

1. I am the representative of and have the authority to make certifications for _____, which entity may be or has been selected as a

(Name of Entity)
contractor/consultant/vendor for the City of Shaker Heights.

2. None of the following has **individually** made within the previous twenty-four (24) months and, if awarded a contract or contracts for the purchase of goods or services aggregating in excess of \$10,000 in a calendar year, none of the following **individually** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$1,000, to the Mayor or any City Council member of the City of Shaker Heights or their individual campaign committees:

- a. myself;
- b. any partner or owner or shareholder of the partnership (if applicable);
- c. any owner of more than 20% of the corporation or business trust (if applicable);
- d. each spouse of any person identified in (a) through (c) of this section;
- e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after January 1, 2007).

3. None of the following have **collectively** made since April 4, 2007, and, if awarded a contract or contracts for the purchase of goods or services that aggregate in excess of \$10,000 in a calendar year, none of the following **collectively** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$2,000, to the Mayor or any City Council member of the City of Shaker Heights or their individual campaign committees:

- a. myself;
- b. any partner or owner or shareholder of the partnership (if applicable);
- c. any owner of more than 20% of the corporation or business trust (if applicable);
- d. each spouse of any person identified in (a) through (c) of this section;
- e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section.

Signature _____

Printed Name: _____

Title: _____

Sworn to before me and subscribed in my presence this _____ day of _____, 20_____.

Notary Public _____

My Commission Expires: _____

Unresolved Findings for Recovery

CERTIFICATION

I, _____
(Name of person signing affidavit) (Title)

do hereby certify that _____ does not have an outstanding
(Company or Individual Name)
unresolved finding for recovery issued by the Auditor of the State of Ohio as defined by

Ohio Revised Code (ORC) Section 9.24 as of _____ .
(Current date)

Signature of Officer or Agent

Name (Print)

Sworn to and subscribed in my presence this _____ day of
_____, 20 _____ .

(Notary Public)

Unresolved Findings for Recovery

ORC Section 9.24

(A) Except as may be allowed under division (F) of this section, no state agency and no political subdivision shall award a contract as described in division (G)(1) of this section for goods, services, or construction, paid for in whole or in part with state funds, to a person against whom a finding for recovery has been issued by the auditor of state on and after January 1, 2001, if the finding for recovery is unresolved.

A contract is considered to be awarded when it is entered into or executed, irrespective of whether the parties to the contract have exchanged any money.

(B) For purposes of this section, a finding for recovery is unresolved unless one of the following criteria applies:

- (1) The money identified in the finding for recovery is paid in full to the state agency or political subdivision to whom the money was owed;
- (2) The debtor has entered into a repayment plan that is approved by the attorney general and the state agency or political subdivision to whom the money identified in the finding for recovery is owed. A repayment plan may include a provision permitting a state agency or political subdivision to withhold payment to a debtor for goods, services, or construction provided to or for the state agency or political subdivision pursuant to a contract that is entered into with the debtor after the date the finding for recovery was issued.
- (3) The attorney general waives a repayment plan described in division (B)(2) of this section for good cause;
- (4) The debtor and state agency or political subdivision to whom the money identified in the finding for recovery is owed have agreed to a payment plan established through an enforceable settlement agreement.
- (5) The state agency or political subdivision desiring to enter into a contract with a debtor certifies, and the attorney general concurs, that all of the following are true:
 - (a) Essential services the state agency or political subdivision is seeking to obtain from the debtor cannot be provided by any other person besides the debtor;
 - (b) Awarding a contract to the debtor for the essential services described in division (B)(5)(a) of this section is in the best interest of the state;
 - (c) Good faith efforts have been made to collect the money identified in the finding of recovery.
- (6) The debtor has commenced an action to contest the finding for recovery and a final determination on the action has not yet been reached.

(C) The attorney general shall submit an initial report to the auditor of state, not later than December 1, 2003, indicating the status of collection for all findings for recovery issued by the auditor of state for calendar years 2001, 2002, and 2003. Beginning on January 1, 2004, the attorney general shall submit to the auditor of state, on the first day of every January, April, July, and October, a list of all findings for recovery that have been resolved in accordance with division (B) of this section during the calendar quarter preceding the submission of the list and a description of the means of resolution. The attorney general shall notify the auditor of state when a judgment is issued against an entity described in division (F)(1) of this section.

(D) The auditor of state shall maintain a database, accessible to the public, listing persons against whom an unresolved finding for recovery has been issued, and the amount of the money identified in the unresolved finding for recovery. The auditor of state shall have this database operational on or before January 1, 2004. The initial database shall contain the information required under this division for calendar years 2001, 2002, and 2003. Beginning January 15, 2004, the auditor of state shall update the database by the fifteenth day of every January, April, July, and October to reflect resolved findings for recovery that are reported to the auditor of state by the attorney general on the first day of the same month pursuant to division (C) of this section.

(E) Before awarding a contract as described in division (G)(1) of this section for goods, services, or construction, paid for in whole or in part with state funds, a state agency or political subdivision shall verify that the person to whom the state agency or political subdivision plans to award the contract has no unresolved finding for recovery issued against the person. A state agency or political subdivision shall verify that the person does not

appear in the database described in division (D) of this section or shall obtain other proof that the person has no unresolved finding for recovery issued against the person.

(F) The prohibition of division (A) of this section and the requirement of division (E) of this section do not apply with respect to the companies, payments, or agreements described in divisions (F)(1) and (2) of this section, or in the circumstance described in division (F)(3) of this section.

(1) A bonding company or a company authorized to transact the business of insurance in this state, a self-insurance pool, joint self-insurance pool, risk management program, or joint risk management program, unless a court has entered a final judgment against the company and the company has not yet satisfied the final judgment.

(2) To medicaid provider agreements under Chapter 5111. of the Revised Code or payments or provider agreements under the children's buy-in program established under sections 5101.5211 to 5101.5216 of the Revised Code.

(3) When federal law dictates that a specified entity provide the goods, services, or construction for which a contract is being awarded, regardless of whether that entity would otherwise be prohibited from entering into the contract pursuant to this section.

(G)(1) This section applies only to contracts for goods, services, or construction that satisfy the criteria in either division (G)(1)(a) or (b) of this section. This section may apply to contracts for goods, services, or construction that satisfy the criteria in division (G)(1)(c) of this section, provided that the contracts also satisfy the criteria in either division (G)(1)(a) or (b) of this section.

(a) The cost for the goods, services, or construction provided under the contract is estimated to exceed twenty-five thousand dollars.

(b) The aggregate cost for the goods, services, or construction provided under multiple contracts entered into by the particular state agency and a single person or the particular political subdivision and a single person within the fiscal year preceding the fiscal year within which a contract is being entered into by that same state agency and the same single person or the same political subdivision and the same single person, exceeded fifty thousand dollars.

(c) The contract is a renewal of a contract previously entered into and renewed pursuant to that preceding contract.

(2) This section does not apply to employment contracts.

(H) As used in this section:

(1) "State agency" has the same meaning as in section 9.66 of the Revised Code.

(2) "Political subdivision" means a political subdivision as defined in section 9.82 of the Revised Code that has received more than fifty thousand dollars of state money in the current fiscal year or the preceding fiscal year.

(3) "Finding for recovery" means a determination issued by the auditor of state, contained in a report the auditor of state gives to the attorney general pursuant to section 117.28 of the Revised Code, that public money has been illegally expended, public money has been collected but not been accounted for, public money is due but has not been collected, or public property has been converted or misappropriated.

(4) "Debtor" means a person against whom a finding for recovery has been issued.

(5) "Person" means the person named in the finding for recovery.

(6) "State money" does not include funds the state receives from another source and passes through to a political subdivision.

Amended by 128th General Assembly File No. 9, HB 1, § 101.01, eff. 10/16/2009.
Effective Date: 06-29-2004; 10-01-2005; 2008 HB562 09-22-2008

Disclosure of Subcontractors

The City of Shaker Heights encourages Minority Business Enterprises, Female Business Enterprises and Small Business Enterprises participation as subcontractors. All bidders are encouraged to make a good faith effort to solicit and include MBE/FBE/SBE subcontractors. All bidders are required to disclose with their bid proposal the names of all subcontractors to be used on this project; a description of the services, supplies and materials to be provided by the subcontractor; and the dollar amount to be subcontracted. It is also required that any change in this information be communicated immediately to the Engineer for the City of Shaker Heights.

Subcontractor Information: (Make copies of this form as needed)

(Name)	(Address)
(Phone)	(City,State,Zip)

Work to be performed/supplies/and or materials to be furnished:

Dollar Amount of work listed above: \$ _____

Please indicate if Subcontractor is:

MBE: FBE: SBE: Not Applicable:

Please list the agency(ies) that issued the Certification:

Signature of Bidder: Bidder; _____
(in ink)
Title _____