

INTRODUCED BY: MAYOR MICHAEL DYLAN BRENNAN

AN ORDINANCE ACCEPTING OPIOID SETTLEMENT FUNDS AND DIRECTING PLACEMENT OF SUCH FUNDS IN A SEPARATE FUND, AND DECLARING AN EMERGENCY

WHEREAS, Council has previously authorized the Mayor to participate in the OneOhio MOU for settlement of claims in connection with claims against certain opioid manufacturers; and

WHEREAS, the City has been notified by the Ohio Attorney General that the first payment of funds from the OneOhio Settlement with the opioid distributors McKesson Corporation, Cardinal Health, Inc. and AmerisourceBergen Corporation is being distributed to eligible local governments including the City of University Heights; and

WHEREAS, the State Auditor has recommended that the City accept the Settlement Funds from the OneOhio Subdivision Settlement with McKesson Corporation, Cardinal Health, Inc. and AmerisourceBergen Corporation (“Settlement Funds”) subject to the adoption of an Ordinance that the local government’s share of the Ohio Settlement Funds be placed in a separate fund and be used only for the approved purposes as required by the OneOhio MOU.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF UNIVERSITY HEIGHTS, OHIO THAT:

Section 1. The City of University Heights hereby agrees to accept the OneOhio Opioid Settlement Funds pursuant to the OneOhio MOU and that such Settlement Funds be placed in a separate fund called the OneOhio Opioid Settlement Fund and used only for the approved purposes required by the OneOhio MOU. Council hereby authorizes the Finance Director to establish creation of Fund 255, a special revenue fund, to administer and account for any settlement funds received by the City.

Section 2. Prior to expending any of the Settlement Funds in the OneOhio Opioid Settlement Fund the City official requesting use of such Settlement Funds shall provide a written explanation how the expenditure meets the approved purposes definition of the OneOhio MOU, City Council approval shall first be obtained, and each expenditure shall be tracked and adequate documentation of the expenditure be maintained by the Finance Director of the City of University Heights.

Section 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

Section 4. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City and for the further reason that it is necessary to enact this Ordinance immediately in order to segregate the funds into a proper fund and provide for the expenditure of the funds in accordance with the OneOhio MOU; wherefore, this ordinance shall be in full force and effect from and immediately after its adoption and approval by the Mayor.

CITY OF UNIVERSITY HEIGHTS, OHIO

**_____
MICHAEL DYLAN BRENNAN, MAYOR**

FIRST READING: _____

PASSED: _____


ATTEST:

**_____
KELLY M. THOMAS, CLERK OF COUNCIL**

APPROVED AS TO FORM:

**_____
LUKE F. MCCONVILLE, LAW DIRECTOR**

**CITY OF UNIVERSITY HEIGHTS
INTEROFFICE MEMORANDUM**

TO: CITY COUNCIL MEMBERS/MAYOR MICHAEL BRENNAN
FROM: DENNIS KENNEDY, FINANCE DIRECTOR 
SUBJECT: 2023 PERMANENT APPROPRIATIONS
DATE: NOVEMBER 2, 2022
CC: KELLY THOMAS, CLERK OF COUNCIL

Attached is a supporting schedule for Ordinance No. 2022-69, the purpose of which is to establish permanent appropriations for the year ending December 31, 2023. The appropriation amounts contained in the schedule are representative of the budget proposal submitted by the Mayor on behalf of the Administration.

The Mayor has requested that this ordinance be prepared and considered for first reading at the next regular Council meeting scheduled for November 7, 2022. The ordinance may be referred to committee by Council. It is not being requested to be considered under any emergency provision for approval.

Any changes to the budget proposal subsequent to Council analysis and review will necessitate preparation of a revised schedule of appropriations. That process can be fairly easily accommodated in the budget module of our accounting system.

The final budget for 2023 must be approved by Council on or before December 31, 2022 in order for it to be effective as permanent appropriations for 2023. After the budget is approved, it needs to be filed with the Cuyahoga County Budget Commission.

Absent approval of permanent appropriations for 2023 prior to year-end, we would need to prepare/approve/submit a temporary budget and file with the County.

Again, this is just a preliminary proposal of the Administration's budget for 2023 to be added to the agenda under a first reading.

Attachment

ORDINANCE NO. 2022-69

INTRODUCED BY: MAYOR MICHAEL DYLAN BRENNAN

AN ORDINANCE AUTHORIZING PERMANENT APPROPRIATIONS FOR CURRENT AND OTHER EXPENDITURES OF THE CITY OF UNIVERSITY HEIGHTS, OHIO FOR THE PERIOD COMMENCING JANUARY 1, 2023 AND ENDING DECEMBER 31, 2023 AND DECLARING AN EMERGENCY

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF UNIVERSITY HEIGHTS, OHIO THAT:

Section 1. To provide for the current expenses and other expenditures for the City of University Heights, Ohio for the period commencing January 1, 2023 and ending December 31, 2023, City Council authorizes the Permanent Appropriations as herein set forth as Attachment A.

Section 2. The Council finds and determined that all formal actions of this Council relating to the adoption of this Ordinance have been taken at open meetings of this Council, and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

Section 3. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety and welfare and shall therefore be in full force and effect immediately upon passage by the affirmative vote of not less than five (5) members elected to Council and approval by the Mayor or otherwise at the earliest time allowed by law.

City of University Heights, Ohio

**_____
Michael Dylan Brennan, Mayor**

Passed: _____

**Attest: _____
Kelly M. Thomas, Clerk of Council**

Approved as to Form:

**_____
Luke F. McConville, Law Director**

CITY OF UNIVERSITY HEIGHTS
Proposed Permanent Budget
For the year ending December 31, 2023
Ordinance No. 2022-69

	2023 Expense Budget
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* Report Contains Filters

100 General Fund

1100 Public Safety

Other	2,850.00
Sub Total 1100 Public Safety	2,850.00

1110 Police Department

Personnel	4,182,250.00
Other	411,950.00
Sub Total 1110 Police	4,594,200.00

1120 Fire Department

Personnel	4,404,370.00
Other	316,025.00
Sub Total 1120 Fire Department	4,720,395.00

1121 Fire Prevention Bureau

Personnel	348,150.00
Other	43,250.00
Sub Total 1121 Fire Prevention	391,400.00

1130 Dispatch

Other	451,350.00
Sub Total 1130 Dispatch	451,350.00

1140 Traffic Control

Personnel	58,980.00
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CITY OF UNIVERSITY HEIGHTS
Proposed Permanent Budget
For the year ending December 31, 2023
Ordinance No. 2022-69

	2023 Expense Budget
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* Report Contains Filters

Other		207,100.00
Sub Total 1140 Traffic Control		266,080.00
1150 Animal Control		
Other		12,000.00
Sub Total 1150 Animal Control		12,000.00
1160 Prisoner Housing		
Other		108,500.00
Sub Total 1160 Prisoner Housing		108,500.00
1170 Prosecutor		
Personnel		71,625.00
Other		3,100.00
Sub Total 1170 Prosecutor		74,725.00
1180 Courts		
Other		65,000.00
Sub Total 1180 Courts		65,000.00
1190 County Health Department		
Other		83,500.00
Sub Total 1190 County Health		83,500.00
1210 Building Department		
Other		439,200.00
Sub Total 1210 Building		439,200.00

CITY OF UNIVERSITY HEIGHTS
Proposed Permanent Budget
For the year ending December 31, 2023
Ordinance No. 2022-69

	2023 Expense Budget
--	------------------------------------

* Report Contains Filters

1220 Housing Department

Personnel	322,990.00
Other	33,250.00
Sub Total 1220 Housing	356,240.00

1230 Community Development

Personnel	58,950.00
Other	2,800.00
Sub Total 1230 Community	61,750.00

1240 Economic Development

Personnel	106,550.00
Other	30,700.00
Sub Total 1240 Economic	137,250.00

1310 Pool Activity

Personnel	227,305.00
Other	95,250.00
Sub Total 1310 Pool Activity	322,555.00

1320 Summer Recreation Activities

Personnel	33,415.00
Other	2,920.00
Sub Total 1320 Summer	36,335.00

1330 Recreation - Entertainment

Other	82,185.00
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CITY OF UNIVERSITY HEIGHTS
Proposed Permanent Budget
For the year ending December 31, 2023
Ordinance No. 2022-69

	2023 Expense Budget
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* Report Contains Filters

Sub Total 1330 Recreation -	82,185.00
1400 Public Service Department	
Personnel	569,705.00
Other	33,950.00
Sub Total 1400 Public Service	603,655.00
1410 Lands and Buildings	
Personnel	130,385.00
Other	431,900.00
Sub Total 1410 Lands and	562,285.00
1420 Refuse Collection	
Personnel	957,485.00
Other	363,100.00
Sub Total 1420 Refuse Collection	1,320,585.00
1470 City Engineer	
Personnel	13,955.00
Other	35,000.00
Sub Total 1470 City Engineer	48,955.00
1510 Civil Service Commission	
Personnel	3,000.00
Other	22,900.00
Sub Total 1510 Civil Service	25,900.00
1520 City Planning Commission	

CITY OF UNIVERSITY HEIGHTS
Proposed Permanent Budget
For the year ending December 31, 2023
Ordinance No. 2022-69

	2023 Expense Budget
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* Report Contains Filters

Personnel		2,500.00
Other		2,500.00
Sub Total 1520 City Planning		5,000.00
 1530 Board of Zoning Appeals		
Personnel		3,000.00
Other		2,150.00
Sub Total 1530 Board of Zoning		5,150.00
 1540 Architectural Review Board		
Personnel		3,000.00
Other		1,400.00
Sub Total 1540 Architectural		4,400.00
 1600 General City Administration		
Personnel		72,275.00
Other		418,500.00
Sub Total 1600 General City		490,775.00
 1610 Mayor's Office		
Personnel		216,661.00
Other		22,425.00
Sub Total 1610 Mayor's Office		239,086.00
 1620 City Council		
Personnel		151,055.00
Other		28,200.00

CITY OF UNIVERSITY HEIGHTS
Proposed Permanent Budget
For the year ending December 31, 2023
Ordinance No. 2022-69

	2023 Expense Budget
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* Report Contains Filters

Sub Total 1620 City Council	179,255.00
1630 Finance Department	
Personnel	253,525.00
Other	420,950.00
Sub Total 1630 Finance	674,475.00
1640 Law Department	
Personnel	93,360.00
Other	220,500.00
Sub Total 1640 Law Department	313,860.00
1650 Civic Engagement	
Personnel	95,825.00
Other	40,300.00
Sub Total 1650 Civic	136,125.00
1660 Community Relations	
Other	71,900.00
Sub Total 1660 Community	71,900.00
1999 Not Defined	
Other	197,000.00
Sub Total 1999 Not Defined	197,000.00
Sub Total 100 General	17,083,921.00

200 Street Maintenance Fund

CITY OF UNIVERSITY HEIGHTS
Proposed Permanent Budget
For the year ending December 31, 2023
Ordinance No. 2022-69

	2023 Expense Budget
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* Report Contains Filters

1430 Street Maintenance and Repair

Personnel	222,225.00
Other	1,307,505.00
Sub Total 1430 Street	1,529,730.00

1470 City Engineer

Other	79,000.00
Sub Total 1470 City Engineer	79,000.00

Sub Total 200 Street **1,608,730.00**

201 Sewer & Water Maintenance Fund

1440 Sewer and Water Maintenance

Personnel	168,035.00
Other	645,650.00
Sub Total 1440 Sewer and Water	813,685.00

1470 City Engineer

Other	25,000.00
Sub Total 1470 City Engineer	25,000.00

Sub Total 201 Sewer & **838,685.00**

202 Shade Tree Maintenance Fund

1450 Shade Tree Maintenance

Personnel	42,425.00
Other	217,500.00

CITY OF UNIVERSITY HEIGHTS
Proposed Permanent Budget
For the year ending December 31, 2023
Ordinance No. 2022-69

	2023 Expense Budget
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* Report Contains Filters

Sub Total 1450 Shade Tree	259,925.00
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Sub Total 202 Shade	259,925.00
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203 Street Lighting Fund	
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1460 Street Lighting	
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Other	228,000.00
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Sub Total 1460 Street Lighting	228,000.00
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Sub Total 203 Street	228,000.00
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210 Police Pension Fund	
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1110 Police Department	
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Personnel	150,000.00
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Sub Total 1110 Police	150,000.00
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Sub Total 210 Police	150,000.00
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211 State & Local Law Enforcement Fund	
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1110 Police Department	
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Other	10,200.00
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Sub Total 1110 Police	10,200.00
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Sub Total 211 State &	10,200.00
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212 Federal Law Enforcement Fund	
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1110 Police Department	
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CITY OF UNIVERSITY HEIGHTS
Proposed Permanent Budget
For the year ending December 31, 2023
Ordinance No. 2022-69

	2023 Expense Budget
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* Report Contains Filters

Other	8,000.00
Sub Total 1110 Police	8,000.00
Sub Total 212 Federal	8,000.00

213 Community Diversion Grant Fund

1110 Police Department	
Other	10,000.00
Sub Total 1110 Police	10,000.00
Sub Total 213	10,000.00

214 BCI & FBI Fee Fund

1110 Police Department	
Other	1,000.00
Sub Total 1110 Police	1,000.00
Sub Total 214 BCI &	1,000.00

220 Fire Pension Fund

1120 Fire Department	
Personnel	145,000.00
Sub Total 1120 Fire Department	145,000.00
Sub Total 220 Fire	145,000.00

221 Ohio Department of Public Safety (ODPS) Grant Fund

1120 Fire Department	
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CITY OF UNIVERSITY HEIGHTS
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	2023 Expense Budget
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* Report Contains Filters

Other	24,000.00
Sub Total 1120 Fire Department	24,000.00
Sub Total 221 Ohio	24,000.00

222 Federal Emergency Management Agency (FEMA) Grant Fund
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1120 Fire Department	
Other	18,000.00
Sub Total 1120 Fire Department	18,000.00
Sub Total 222 Federal	18,000.00

230 Ohio Board of Building Standards Fee Fund
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1210 Building Department	
Other	4,000.00
Sub Total 1210 Building	4,000.00
Sub Total 230 Ohio	4,000.00

231 Construction Deposits Fund

1210 Building Department	
Other	6,000.00
Sub Total 1210 Building	6,000.00
1470 City Engineer	
Other	1,000.00
Sub Total 1470 City Engineer	1,000.00

CITY OF UNIVERSITY HEIGHTS
Proposed Permanent Budget
For the year ending December 31, 2023
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	2023 Expense Budget
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* Report Contains Filters

Sub Total 231	7,000.00
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232 Street Opening Deposit Fund	
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1210 Building Department

Other	500.00
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Sub Total 1210 Building	500.00
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Sub Total 232 Street	500.00
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240 University Square TIF Fund	
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1250 TIF Accounting

Other	420,000.00
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Sub Total 1250 TIF Accounting	420,000.00
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Sub Total 240	420,000.00
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250 Performance Bond Fund	
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1210 Building Department

Other	1,000.00
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Sub Total 1210 Building	1,000.00
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1600 General City Administration

Other	4,000.00
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Sub Total 1600 General City	4,000.00
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Sub Total 250	5,000.00
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CITY OF UNIVERSITY HEIGHTS
Proposed Permanent Budget
For the year ending December 31, 2023
Ordinance No. 2022-69

	2023 Expense Budget
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* Report Contains Filters

300 General Obligation Debt Fund

1600 General City Administration

Other	136,000.00
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Sub Total 1600 General City	136,000.00
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Sub Total 300 General	136,000.00
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400 General Capital Improvements Fund

1100 Public Safety

Other	32,000.00
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Sub Total 1100 Public Safety	32,000.00
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1110 Police Department

Other	172,000.00
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Sub Total 1110 Police	172,000.00
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1120 Fire Department

Other	238,760.00
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Sub Total 1120 Fire Department	238,760.00
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1400 Public Service Department

Other	141,700.00
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Sub Total 1400 Public Service	141,700.00
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1600 General City Administration

Other	128,000.00
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CITY OF UNIVERSITY HEIGHTS
Proposed Permanent Budget
For the year ending December 31, 2023
Ordinance No. 2022-69

	2023 Expense Budget
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* Report Contains Filters

Sub Total 1600 General City	128,000.00
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Sub Total 400 General	712,460.00
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401 Sewer & Water Capital Improvements Fund	
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1440 Sewer and Water Maintenance	
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Other	91,635.00
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Sub Total 1440 Sewer and Water	91,635.00
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Sub Total 401 Sewer &	91,635.00
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800 University Heights City Beautiful Corporation	
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2200 Community Improvement Corporation	
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Other	7,425.00
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Sub Total 2200 Community	7,425.00
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Sub Total 800	7,425.00
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Report Total :	21,769,481.00
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Selected Filters

Account Type

Include - Expense

Appropriations Grouping

Include - Other

Include - Personnel

ORDINANCE NO. 2022-72

Introduced By: Vice Mayor Michele Weiss

AN ORDINANCE AUTHORIZING THE TRANSFER OF FUNDS FROM THE GENERAL FUND (100) TO THE CIC FUND (800) AND DECLARING AN EMERGENCY.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF UNIVERSITY HEIGHTS, OHIO, THAT:

Section 1. The Director of Finance be, and is hereby authorized and directed to make the necessary transfer of funds as herein set forth and that such transfers be and the same are hereby ratified and confirmed, to wit:

<u>FROM FUND</u>	<u>TO FUND</u>	<u>AMOUNT</u>
General Fund (100)	CIC Fund (800)	\$16,039.59

Section 2. The Director of Finance is hereby directed to submit a certified copy of this Ordinance to the Budget Commission of Cuyahoga County, Ohio.

Section 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

Section 4. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety and welfare and shall therefore be in full force and effect immediately upon passage by the affirmative vote of not less than five (5) members elected to Council and approval by the Mayor or otherwise at the earliest time allowed by law.

CITY OF UNIVERSITY HEIGHTS, OHIO

**_____
MICHAEL DYLAN BRENNAN, MAYOR**

PASSED:

ATTEST:

**_____
KELLY M. THOMAS, CLERK OF COUNCIL**

APPROVED AS TO FORM:

**_____
LUKE F. MCCONVILLE, LAW DIRECTOR**

RESOLUTION NO. 2022-73

INTRODUCED BY: MAYOR MICHAEL DYLAN BRENNAN

**A RESOLUTION IN SUPPORT OF AN APPLICATION FOR A GRANT FROM THE
NORTHEAST OHIO REGIONAL SEWER DISTRICT COMMUNITY COST-SHARE
PROGRAM FOR A STORMWATER MANAGEMENT AND RELIEF SEWER PROJECT
AT THE INTERSECTION OF E. SCARBOROUGH AND CANTERBURY ROAD
(ON EMERGENCY).**

WHEREAS, the Northeast Ohio Regional Sewer District has funding to award grants for eligible projects located in the City of University Heights that promote or implement the goals and objectives of the Northeast Ohio Regional Sewer District as set forth in Title V to minimize new flooding, erosion, and water quality problems; and

WHEREAS, the City of University Heights is eligible to apply for Community Cost-Share funding because the City is within the Northeast Ohio Regional Sewer District's service area; and

WHEREAS, the City of University Heights intends to submit a project proposal funding request that will reduce stormwater runoff volume and beautify the intersection of East Scarborough and Canterbury Road; and

WHEREAS, the Community Cost-Share program requires no matching cash funds from the City of University Heights.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE
CITY OF UNIVERSITY HEIGHTS, OHIO, THAT:**

Section 1. Authorization is given to Mayor Michael Dylan Brennan to submit this grant application to the Northeast Ohio Regional Sewer District for the Community Cost-Share Program and to execute a contract with the Northeast Ohio Regional Sewer District if selected for funding.

Section 2. It is hereby found and determined that all formal actions of the Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

Section 3. This resolution is declared to be an emergency measure necessary for the preservation of the public peace, safety, health and welfare of the citizens of the City of University Heights; such reason being that this resolution must be enacted in order to present the proposed project at a public meeting prior to submission of the required application documents. It shall therefore become effective upon its passage by the affirmative vote of not less than five (5) members of Council and approval of the Mayor; otherwise, it shall become effective at the earliest time allowed by law.

CITY OF UNIVERSITY HEIGHTS

Michael Dylan Brennan, Mayor

Passed: _____

ATTEST:

Kelly M. Thomas, Clerk of Council

APPROVED AS TO FORM:

Luke McConville, Law Director

From: [Ciuni, Joe](#)
To: [Kelly Thomas](#)
Subject: FW: Community Cost-Share Agreement between NEORS and University Heights for the East Scarborough and Canterbury Relief Sewer project
Date: Thursday, November 17, 2022 3:50:59 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[University Heights CCS Agreement for East Scarborough and Canterbury Relief Sewer.docx](#)
[University Heights Scarborough Exhibit A B C.pdf](#)

Here is the Agreement from NEORS.

Joseph R. Ciuni, PE PS
GPD GROUP
ARCHITECTS · ENGINEERS · PLANNERS
T: 216.927.8655 / M: 216.701.1957 / F: 216.518.5545
5595 Transportation Blvd, Suite 100, Cleveland, OH 44125
gpdgroup.com

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From: Ciuni, Joe
Sent: Wednesday, November 16, 2022 4:08 PM
To: Michael Brennan <MDB@universityheights.com>; Luke McConville Foward <mconville@nicola.com>; jpokorny@universityheights.com; Dennis Kennedy <DKennedy@universityheights.com>
Cc: Fini, Nicholas <nfini@gpdgroup.com>; DiCesare, David <ddicesare@gpdgroup.com>
Subject: FW: Community Cost-Share Agreement between NEORS and University Heights for the East Scarborough and Canterbury Relief Sewer project

Enclosed please find the Agreement from the NEORS for the East Scarborough-Canterbury Relief sewer. This agreement covers the other 50% of the project (project was originally funded 50% by an MCIP Grant from NEORS). This new agreement will take the monies from the City's Community Cost Sharing dollars and apply them to the project. As stated in this NEORS Agreement, the monies are reimbursable within 60 days after they receive final paperwork and the project is completed.

I recommend approval of the Agreement. We should begin design work soon and be ready for bids in the spring of 2023.

Joseph R. Ciuni, PE PS
City Engineer
Licensed in OH

EXHIBIT A



**Community Cost-Share Program
REQUEST FOR BUDGET MODIFICATION**

*Community Cost-Share Program
Request for Budget Modification*

Member Community: City of University Heights

Project Title: Washington-Silsby-Saybrook Intersection Improvements

Project Manager: *Joseph R. Lewis, P.E., P.S.* Date: 10/27/2022
Signature City Engineer

Justification and Description of Changes:

Provide a summary of the revised budget (by category) and include a brief justification and itemized breakdown for the amount proposed in each category. For example, stream restoration project extended by 500 feet of streambank @ \$150/linear ft. to protect newly discovered underground utility.

Summary of Project Modification:

The project was advertised and bid twice. The City did not receive any bids the first time advertised. The City received one bid the second time the project was advertised. CA Agresta bid a total of \$297,774. The Mod also includes CA/CI.

Project Expenses	Original Budget	Revised Budget	Details
Professional Services	12000	42500	Added CA/CI and actual detailed design cost.
Personnel (<i>Member Community Staff Only</i>)	1000	0	
Subcontract	131370	297774	CA Agresta bid amount = \$297,774.
Equipment			
Materials			
Other	26274	0	Contingency of \$15k included in Agresta bid amount.
TOTAL	\$ 170644	\$ 340274	\$169,630.00 Increase - lmm

Direct all Community Cost-Share budget modification questions and requests to the Watershed Team Leader, 216-881-6600, and the Grant Programs Administrator is to be copied on all correspondence pertaining to budget modification.

EXHIBIT A

NORTHEAST OHIO REGIONAL SEWER DISTRICT
RESOLUTION NO. 114-13

Authorizing the Executive Director to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with Member Communities.

WHEREAS, the Code of Regulations of the Northeast Ohio Regional Sewer District, Title V – Stormwater Management Code Chapter 9 outlines the Community Cost-Share Program developed to provide funds to District Member Communities for construction, operation and maintenance activities of community-specific stormwater management projects; and

WHEREAS, under the Community Cost-Share Program, 25% of the annual collected stormwater revenue from each Member Community will be held by the District in a Community Cost-Share account, whereby Communities, with review and approval by the District, through specific applications outlining the community-specific stormwater work to be performed can access reimbursement of their funds; and

WHEREAS, the District is seeking authority to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with Member Communities for the purpose of detailing and memorializing responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHEAST OHIO REGIONAL SEWER DISTRICT:

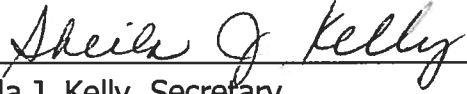
Section 1. That this Board finds that for the reasons stated in the preamble hereof it is in the best interests of the District to enter into Regional Stormwater Management Program Cost-Share Program Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program.

Section 2. That this Board hereby authorizes the Executive Director to enter into Regional Stormwater Management Program Cost-Share Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program under such terms and conditions that are satisfactory to the Director of Law and in the best interests of the District.

Section 3. That this Board authorizes the Executive Director to execute all documents and do all things necessary to effect the terms and conditions of the Stormwater Management Program Direct Billing Agreements with Member Communities.

Section 4. That this Board declares that all formal actions of the Board concerning and relating to the adoption of this resolution and that all deliberations of the Board and any of its committees that resulted in said formal action were conducted in meetings open to the public and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On motion of Mayor Starr seconded by Mr. O'Malley, the foregoing resolution was unanimously adopted on May 16, 2013.



Sheila J. Kelly, Secretary
Board of Trustees
Northeast Ohio Regional Sewer District

EXHIBIT B

(Insert Member Community
Ordinance/Resolution)

EXHIBIT C



**Community Cost-Share Program
APPLICATION**

Member Community Information

Community: City of University Heights

Primary Project Contact: Joseph R. Ciuni PE PS
(Name & Title) City Engineer

Mailing Address: 5595 Transportation Blvd. Suite 100
Garfield Hts., Ohio 44125

Phone Number: 216-701-1957

Email: jciuni@gpdgroup.com

Project Information

Project Title: East Scarborough and Canterbury Relief S

Address or Location of Project: Intersection of East Scarborough and
Canterbury Roads, University Hts.

Project Start Date: December 2022

Project End Date: June 2024

Community Cost-Share Fund Request: \$86,951.67

Submission Date: October 25, 2022



Project Narrative

1) Project Summary (1,000 word maximum)

Describe the Project and include the following information, as applicable:

- Describe the Project and deliverables; provide a map if applicable
- Submit a deliverable worksheet listing tasks and deliverables with start dates and end dates for the significant benchmarks.
- List permitting requirements necessary to initiate and complete project and how the requirements will be met.

This project addresses the Sanitary Sewer Overflow (SSO) connection that exists in a manhole near the intersection of East Scarborough and Canterbury Roads, on the border of Cleveland Hts. and Univ. Hts. This project proposes to eliminate this connection and convey the flow to the NEORSO Lee-Superior ICRS near the intersection of Canterbury and Meadowbrook. By eliminating the connection, sanitary sewer water will no longer be transmitted to the environment via the storm sewer system. 230 feet of 8" sanitary sewer pipe will be installed down Canterbury Road and the connection will be permanently plugged.

This connection was temporarily plugged in the past and severe basement flooding occurred in Cleveland Hts. and University Hts.

Water Quality in downstream creeks and lakes will be improved by the completion of this project.



2) Ability to Provide Long Term Maintenance (500 word maximum)

Describe the plans for long-term maintenance, addressing the following question:

- Who is responsible to provide on-going maintenance for the project and how will maintenance be ensured?
- Provide documentation of scheduled maintenance and operation for completed stormwater project(s).

The City of University Hts. has developed a program over the past 20 years where all sweres (storm and sanitary) are on a 4 year cylce for cleaning and videotaping. The City also cleans every catch basin every 3 years. This work is contracted out. Currently Advanced Plumbing and Drain has the contract to clean the Catch basins and clean and videotape the sewers.

The City of Unoversity Hts. also contracts out emergency sewer repairs on a 3 year basis. Currently Fabrizi Trucking and Paving Co. has the contract to repair sewers and pavements etc.

The City of University Hts. has a sewer maintenance fund (collected annually form the residents) that funds the above mention items.



*Community Cost-Share Program
Application*

3) Visibility and Public Outreach: (500 word maximum)

Public outreach is required if appropriate for your project.

- What audiences will be exposed to this Project (neighbors, students, community groups, general public)?

This project was discussed at a regularly scheduled City Council Meeting. The project does not need a public meeting since the general public expects the sewers to work properly and their basement will not back up. The City will provide a "door hanger" resident notification prior to construction starting. The notification provide details of the project, project schedule, the contractor's name and all the emergency phone numbers. Everyone in the vicinity of the project will get a notice.



4) **Budget Summary** (500 words maximum)

The Budget Summary and Project Budget (*see page 3*) represent the Community Cost-Share Project components exclusively. Include details on the provider of all services such as design, engineering, construction management and materials including specific material cost, equipment, and hourly rate.

If an engineer's estimate is included with the application, indicate which line items are included in the Community Cost-Share Project application.

Attached is the Engineer's Estimate submitted for the MCIP Application that was awarded to the City of University Hts. The MCIP application granted 50% of the project and this application is for the remaining 50% of the project.

Project cost summary:

Total Cost = \$173,903.33

50% funding from MCIP = \$86,951.67

50% Community Cost Share request = \$86,951.67



Vendor Registration

Prior to submission, ensure that the Member Community is a registered vendor with the District. Vendor Registration can be done by accessing http://www.neorsd.org/isupplier_homepage.php and completing the New Vendor Registration. If unsure of the Member Community vendor status, by initiating the New Vendor Registration a message of active registration will appear if currently registered as a vendor.

Project Budget

Project Expenses	Community Cost-Share Expense	Line Item Description
Professional Services	\$25,000	Design and CA/CI
Personnel <i>(Member Community staff only)</i>		
Subcontract	\$148,903.33	Probable construction costs
Equipment		
Materials		
Other		
TOTAL	\$ 173,903.33	

**E. SCARBOROUGH & CANTERBURY ROAD RELIEF SEWER
CITY OF UNIVERSITY HEIGHTS
ESIMATE OF OPINION OF PROBABLE COST
June 7, 2022**

ITEM	REF. NO.	ITEM DESCRIPTION	EACH	ESTIMATED QUANTITY	ENGINEERS ESTIMATE	
					UNIT	TOTAL
1	SPECIAL	PRECONSTRUCTION VIDEO	LUMP	1	\$1,000.00	\$1,000.00
2	442	TRENCH REPAIR INCLUDING SURFACE PAVEMENT RESTORATION	SY	153	\$200.00	\$30,666.67
3	611	8" SANITARY SEWER	FT	230	\$240.00	\$55,200.00
4	611	MANHOLE RECONSTRUCTION	EACH	2	\$8,000.00	\$16,000.00
5	614	MAINTENANCE OF TRAFFIC	LUMP	1	\$10,000.00	\$10,000.00
6	SPECIAL	FLOW MONITORING	MNTH	3	\$7,500.00	\$22,500.00
GRAND TOTAL ESTIMATED =						\$135,366.67

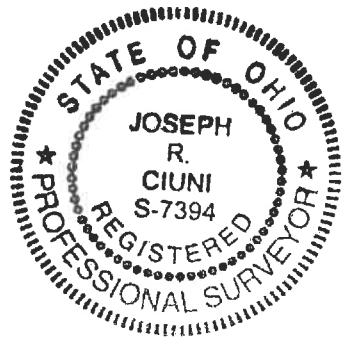
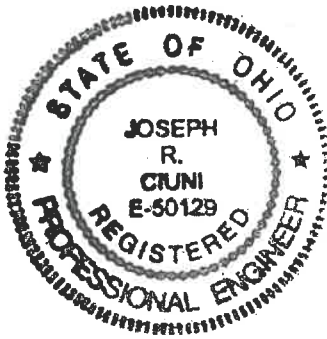
SUBTOTAL CONSTRUCTION	\$135,366.67
10% CONTINGENCY =	\$13,536.67
PROBABLE CONSTRUCTION COST =	\$148,903.33
PRELIMINARY ENGINEERING =	-
FINAL ENGINEERING DESIGN = \$	15,000.00
CONSTRUCTION ADMIN = \$	10,000.00
TOTAL PROJECT COST =	\$173,903.33

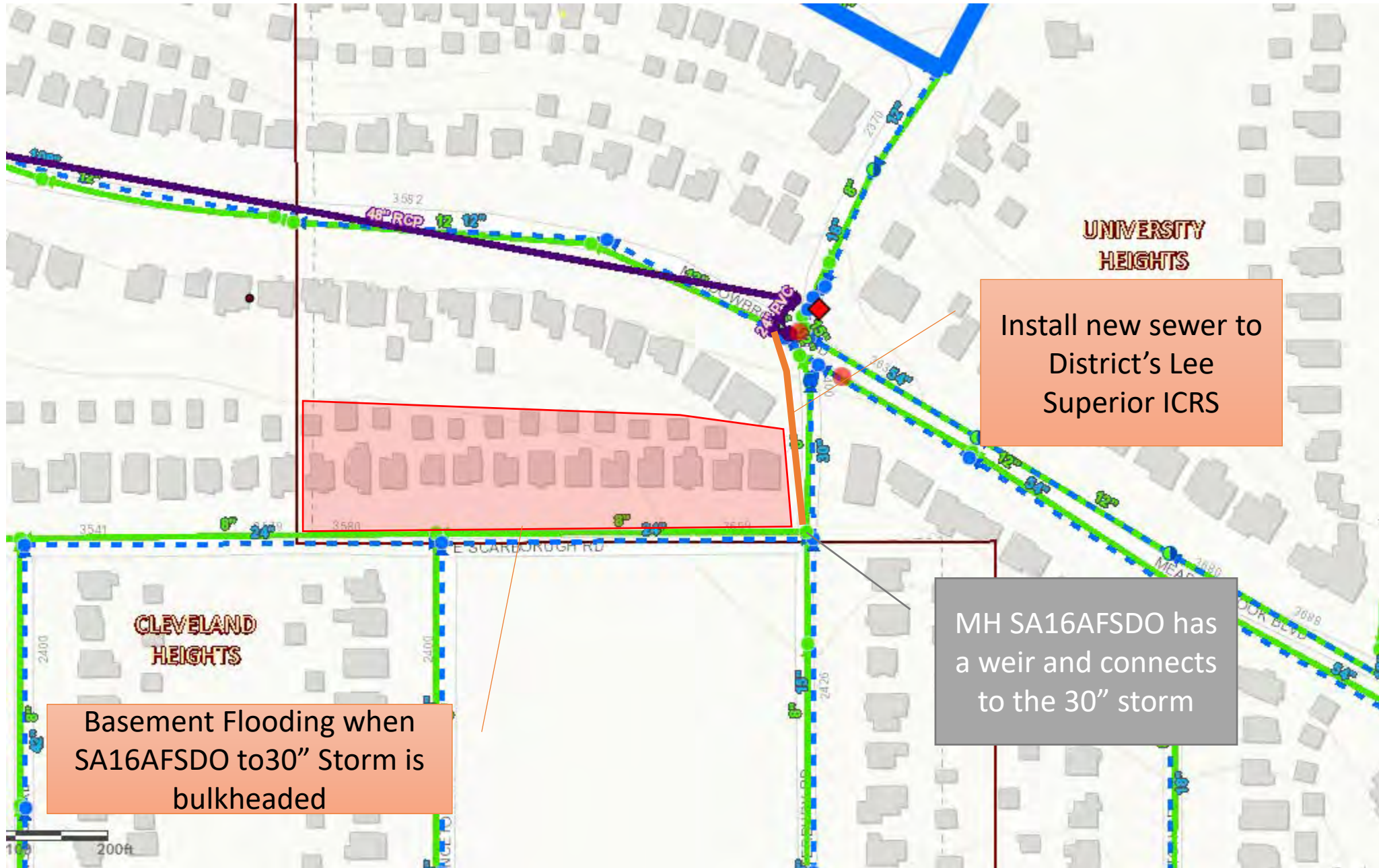
ENGINEER'S STATEMENT:

I HEREBY CERTIFY THE ABOVE ESTIMATE OF COST TO BE CORRECT TO THE BEST OF MY KNOWLEDGE.

Joseph R. Ciuni 06/07/2022

 JOSEPH R. CIUNI, P.E., P.S. DATE





UNIVERSITY HEIGHTS

Install new sewer to District's Lee Superior ICRS
















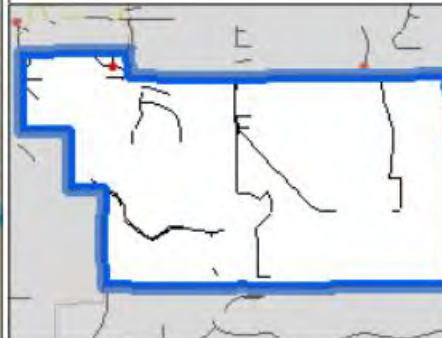
MH SA16AFSDO has a weir and connects to the 30" storm

Basement Flooding when SA16AFSDO to 30" Storm is bulkheaded

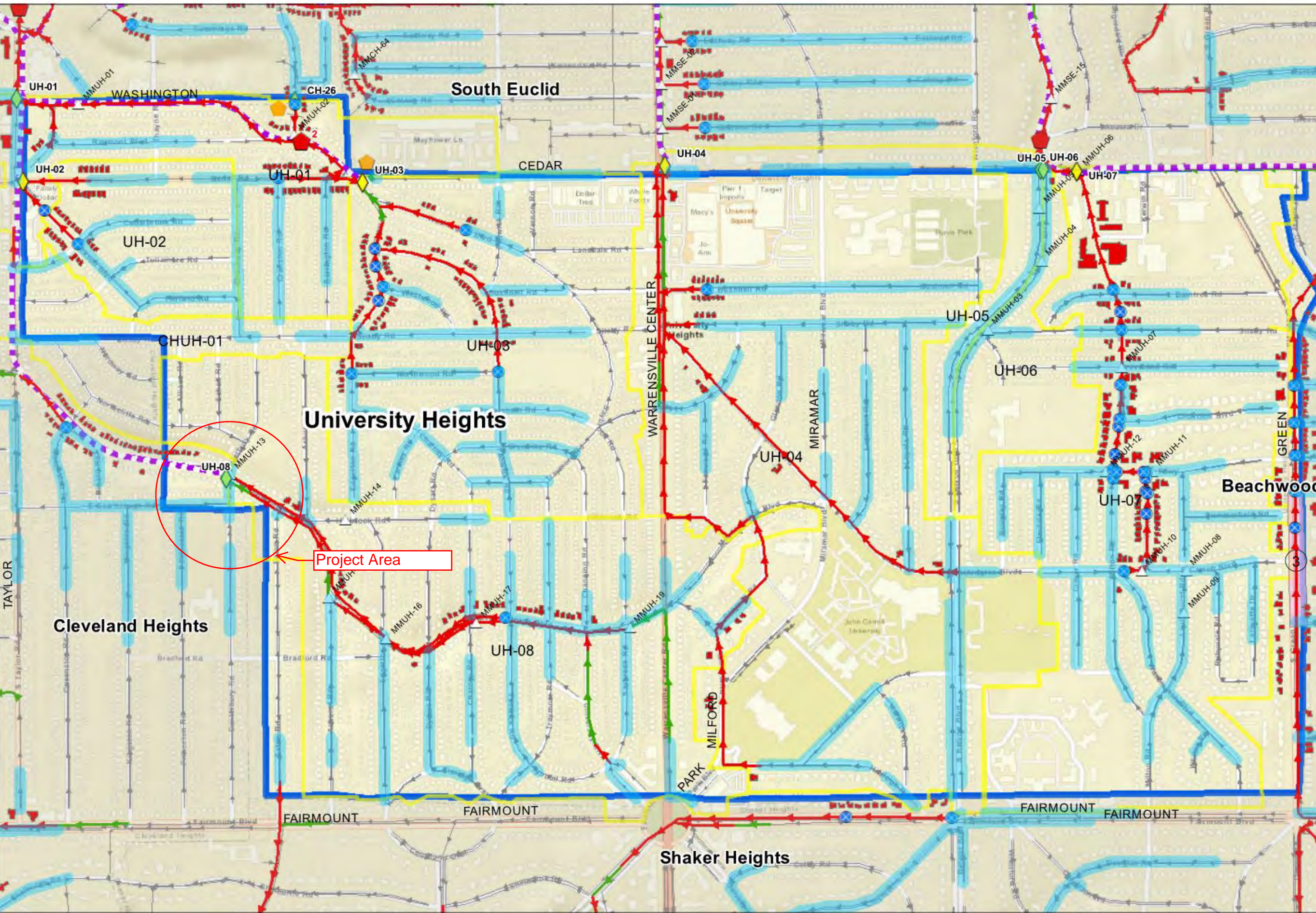
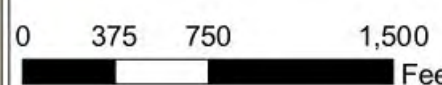
100 200ft

Legend

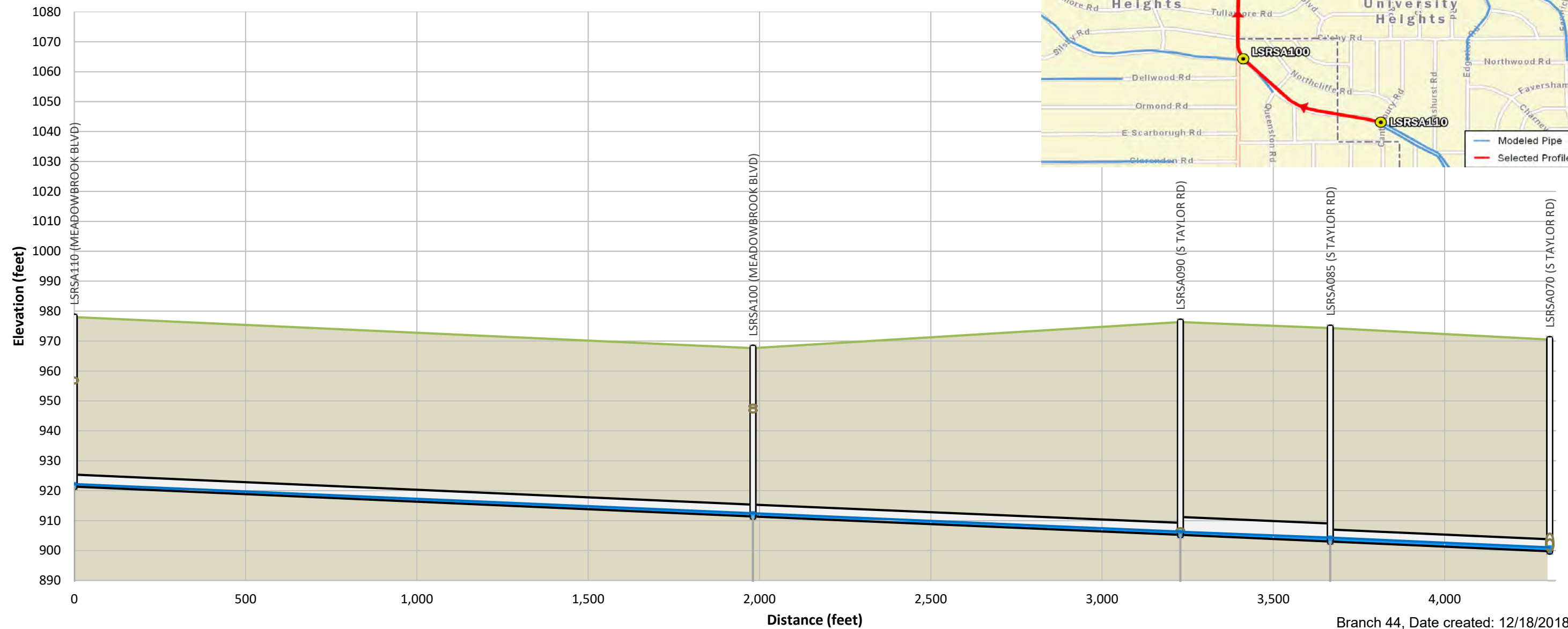
-  IDDE Investigation
-  District Sewer
-  Non-Modeled Local Sewer
-  Community Reported Problem Area - None
-  University Heights Boundary
-  PFL Basin Boundary (PFL ID)
-  PFL Connection (PFL ID)
- Model Projected Performance**
-  Flooded Manhole
-  SSO - Activated (SSO)
-  Local Sewer Surcharged
-  Local Sewer Non-Surcharged
-  Model Predicted Building at Risk of Basement Flooding
-  Areas with Potential Deficient Sewers/Basement Flooding



Draft
Date Created: 10/8/2018



Pipe
 Ground
 Manhole
 Manhole with HGL at Grade
 Incoming/Outgoing Pipe
 Incoming/Outgoing Structure
 Flow Limiter
 5-Year Existing HGL



Branch 44, Date created: 12/18/2018

Depth to Invert (ft)		56	71	71	
Depth to HGL (ft)		55	70	70	
Diameter (in)	48	48	72	48	
Capacity (mgd)	66	65	194	66	
Max Depth (ft)	0.88	1.1	1.1	1.3	
Dep abv Crown (ft)	-	-	-	-	
Max Flow (mgd)	6.6	11	12	15	

C:\Work\149012_HHI_LSSES_Program\CreateBranchProfilesV18.Xlsm

**COMMUNITY COST-SHARE AGREEMENT
BY AND BETWEEN
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT
AND
CITY OF UNIVERSITY HEIGHTS**

This Agreement is made and entered into this _____ day of _____, 202____, by and between the Northeast Ohio Regional Sewer District (District) acting pursuant to Resolution No. 114-13, adopted by the Board of Trustees of the District on May 16, 2013 (Exhibit “A”), and City of University Heights (City) acting pursuant to Ordinance/Resolution No. _____, adopted on _____, 20____ (Exhibit “B”).

Recitals

WHEREAS, the District, as a component of implementing a regional stormwater management program, manages a financial account termed the “*Community Cost-Share Account*” that is for the aggregation and dissemination of funds derived from revenues collected from the Stormwater Fee; and

WHEREAS, the purpose of the Community Cost-Share Account is to provide funding to assist the City with District-approved projects through the Community Cost-Share Program; and

WHEREAS, the Community Cost-Share Program funds are used for construction, operation, and maintenance of the Local Stormwater System or Regional Stormwater System, including administrative costs directly associated with such projects as well as costs related to repair or upgrade; and

WHEREAS, the District supports the Community Cost-Share East Scarborough and Canterbury Relief Sewer project (the “Project”) as a Community Cost-Share project proposed by the City; and

NOW THEREFORE, in consideration of the foregoing, the payment and the mutual promises contained in this Agreement, the parties agree as follows:

Article 1.0 **City Obligations**

- 1.1 The City agrees to perform as follows:
 - 1.1.1 Complete work as detailed in the District approved Community Cost-Share application. (Exhibit “C”)
 - 1.1.2 Complete and submit Progress Reports when submitting Request for Payment as needed, or within 30 days of close of the Project, in accordance with of the *Community Cost-Share Program Policy*.

- 1.1.3 Notify the City's Watershed Team Leader at least 7 business days prior to the start of the Project.
 - 1.1.4 Meet with District staff when requested to review the Project status.
 - 1.1.5 Obtain all necessary legal agreements with affected property owners to perform the Project and to bind any successor in title to maintain compliance as specified in this Agreement between the District and City for the Project.
 - 1.1.6 Comply with all applicable local, state and federal requirements. This may include, but is not limited to, U.S. Army Corp of Engineers Section 404, Ohio EPA Section 401 water quality certification, and Ohio Department of Natural Resources Dam Safety Laws.
 - 1.1.7 If the City fails to maintain the Project in accordance with this Agreement, the City shall be liable for the full amount of any Community Cost-Share Program funds paid for the Project. Such amount shall be offset against the City Community Cost-Share Account.
 - 1.1.8 Submit requests for approval to modify the budget, deadline, deliverables, or other components of the Project to the City's Watershed Team Leader at least 30 business days prior to the desired date of execution of the modification.
 - 1.1.9 Acknowledge the District on any public advertisement or outreach efforts including all publications and signage related to the Project which shall include the following disclaimer:

This project was funded in part or totally through the Northeast Ohio Regional Sewer District (NEORS) Community Cost-Share Program in coordination with City, under the provisions of the NEORS Regional Stormwater Management Program. The contents and views, including any opinions, findings, or conclusions or recommendations, contained in this publication are those of the authors and have not been subject to NEORS review and may not necessarily reflect the views of NEORS, and no official endorsement should be inferred.
 - 1.1.10 Provide the District the opportunity to have design approval for any signage or public education and outreach efforts related to the Project.
 - 1.1.11 Permit the District to photograph the Project and to incorporate the Project into the District's overall public education and outreach efforts for stormwater management.
- 1.2 Failure to meet any of the requirements listed in Article 1.1 may result in termination of this Agreement and reimbursement of disbursed funds to the District.

Article 2.0 **District’s Obligations**

- 2.1 The District agrees to perform as follows:
 - 2.1.1 Allocate \$86,951.67 to the City for the Project from the City’s Community Cost-Share Account.
 - 2.1.2 Provide reimbursement of funds up to \$86,951.67 the City within 60 days of receipt of a complete Request for Payment from the City, detailing costs related to the Project.
 - 2.1.3 Timely review and approval or disapproval of requests to modify the budget, deadline, deliverables, or other components of the Project.
 - 2.1.4 Acknowledge the City in presentations or publications related to the Project.
- 2.2 The District is not liable for any and all claims, damages, losses, liens, causes of action, suits, judgments and expenses of any nature, kind or description, that result from and to the extents caused by the acts or omissions of the City, the design professional, and the contractor, including all of their officers, owners, principals, subcontractors, employees, and agents. The District is not responsible for the accuracy, correctness and reliability of the plans as it is not reviewing or approving any plans as to suitability of the design or fitness of the project for a particular purpose.

Article 3.0 **Dispute Resolution**

- 3.1 The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute.
- 3.2 The Parties shall first try to resolve the dispute at the level of the designated representatives as follows:

District Representative	City Representative
Watershed Team Leader	City Engineer

If the Parties are unable to resolve the dispute at that level within ten (10) working days, the Parties shall escalate the dispute to the following level to resolve the dispute:

District Representative	City Representative
Director of Watershed Programs	Mayor

- 3.3 If the Parties remain unable to resolve the dispute within an additional ten (10) working days, the Parties shall proceed to mediation upon request by either party. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after mediator appointment, which meeting shall be attended by at least the respective representatives listed in paragraph 3.02 above. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.
- 3.4 Such mediation shall be non-binding between the Parties and, to the extent permitted by law, shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Article 4, Remedies, below.

Article 4 **Remedies**

- 4.1 The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counter-claims, disputes and other matters in question between the Parties arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the laws of the State of Ohio.

Article 5 **Counterpart Signatures**

- 5.1 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement.

Article 6 **Governing Law**

- 6.1 The terms and provisions of this Agreement shall be construed under and governed by the laws of Ohio (to which all Parties hereto consent to venue and jurisdiction).

Article 7 **Disclaimer of Joint Venture**

- 7.1 This Agreement is not intended to create a joint venture, partnership or agency relationship between the Parties, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.

Article 8 **Authority to Execute**

- 8.1 Each person executing this Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.

Article 9 **Exhibits**

The following exhibits are attached hereto and incorporated herein:

Exhibit “A” – District Resolution

Exhibit “B” – City Ordinance/Resolution

Exhibit “C” – District-Approved Community Cost Share Application

The parties have executed this Agreement on the day and year first above written.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

BY: _____
Kyle Dreyfuss-Wells
Chief Executive Officer

AND

BY: _____
Darnell Brown, President
Board of Trustees

CITY OF UNIVERSITY HEIGHTS

By: _____

Title: _____

The Legal Form and Correctness of this Instrument is hereby Approved:

CITY OF UNIVERSITY HEIGHTS

Assistant/Director of Law

This Instrument Prepared By:

Anka M. Davis
Assistant General Counsel
Northeast Ohio Regional Sewer District

Each party agrees that this Agreement may be executed and distributed for signatures via email, and that the emailed signatures affixed by both parties to this Agreement shall have the same legal effect as if such signatures were in their originally written format.

[FOR NEORS D USE]

AGREEMENT NO.

NORTHEAST OHIO REGIONAL SEWER
DISTRICT

WITH

CITY OF UNIVERSITY HEIGHTS

FOR

COMMUNITY COST-SHARE PROJECT:
EAST SCARBOROUGH AND CANTERBURY
RELIEF SEWER

Total Approximate Cost: \$86,951.67.00

The legal form and correctness of the within
instrument are hereby approved.

ERIC J. LUCKAGE
CHIEF LEGAL OFFICER

Date

CERTIFICATION

It is hereby certified that the amount required to
meet the contract, agreement, obligation, payment
or expenditure, for the above, has been lawfully
appropriated or authorized or directed for such
purpose and is in the Treasury or in process of
collection to the credit of the fund free from any
obligation or certification now outstanding.

KENNETH J. DUPLAY
CHIEF FINANCIAL OFFICER

Date

Budget Center 8100

**COMMUNITY COST-SHARE AGREEMENT
BY AND BETWEEN
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT
AND
CITY OF UNIVERSITY HEIGHTS**

This Agreement is made and entered into this 10th day of JANUARY, 2020, by and between the Northeast Ohio Regional Sewer District (District) acting pursuant to Resolution No. 114-13, adopted by the Board of Trustees of the District on May 16, 2013 (Exhibit "A"), and City of University Heights (City) acting pursuant to Ordinance/Resolution No. 2019-60, adopted on Oct 7, 2019 (Exhibit "B").

Recitals

WHEREAS, the District, as a component of implementing a regional stormwater management program, manages a financial account termed the "*Community Cost-Share Account*" that is for the aggregation and dissemination of funds derived from revenues collected from the Stormwater Fee; and

WHEREAS, the purpose of the Community Cost-Share Account is to provide funding to assist the City with District-approved projects through the Community Cost-Share Program; and

WHEREAS, the Community Cost-Share Program funds are used for construction, operation, and maintenance of the Local Stormwater System or Regional Stormwater System, including administrative costs directly associated with such projects as well as costs related to repair or upgrade; and

WHEREAS, the District supports the Community Cost-Share Washington-Silsby Intersection Improvements project (the "Project") as a Community Cost-Share project proposed by the City; and

NOW THEREFORE, in consideration of the foregoing, the payment and the mutual promises contained in this Agreement, the parties agree as follows:

Article 1.0 **City Obligations**

- 1.1 The City agrees to perform as follows:
 - 1.1.1 Complete work as detailed in the District approved Community Cost-Share application. (Exhibit "C")
 - 1.1.2 Complete and submit Progress Reports when submitting Request for Payment as needed, or within 30 days of close of the Project, per Section 5.0 of the *Community Cost-Share Program Policy*.

- 1.1.3 Notify the City's Watershed Team Leader at least 7 business days prior to the start of the Project.
 - 1.1.4 Meet with District staff when requested to review the Project status.
 - 1.1.5 Obtain all necessary legal agreements with affected property owners to perform the Project and to bind any successor in title to maintain compliance as specified in this Agreement between the District and City for the Project.
 - 1.1.6 Comply with all applicable local, state and federal requirements. This may include, but is not limited to, U.S. Army Corp of Engineers Section 404, Ohio EPA Section 401 water quality certification, and Ohio Department of Natural Resources Dam Safety Laws.
 - 1.1.7 If the City fails to maintain the Project in accordance with this Agreement, the City shall be liable for the full amount of any Community Cost-Share Program funds paid for the Project. Such amount shall be offset against the City Community Cost-Share Account.
 - 1.1.8 Submit requests for approval to modify the budget, deadline, deliverables, or other components of the Project to the City's Watershed Team Leader at least 30 business days prior to the desired date of execution of the modification.
 - 1.1.9 Acknowledge the District on any public advertisement or outreach efforts including all publications and signage related to the Project which shall include the following disclaimer:

This project was funded in part or totally through the Northeast Ohio Regional Sewer District (NEORS) Community Cost-Share Program in coordination with City, under the provisions of the NEORS Regional Stormwater Management Program. The contents and views, including any opinions, findings, or conclusions or recommendations, contained in this publication are those of the authors and have not been subject to NEORS review and may not necessarily reflect the views of NEORS, and no official endorsement should be inferred.
 - 1.1.10 Provide the District the opportunity to have design approval for any signage or public education and outreach efforts related to the Project.
 - 1.1.11 Permit the District to photograph the Project and to incorporate the Project into the District's overall public education and outreach efforts for stormwater management.
- 1.2 Failure to meet any of the requirements listed in Article 1.1 may result in termination of this Agreement and reimbursement of disbursed funds to the District.

Article 2.0 District's Obligations

- 2.1 The District agrees to perform as follows:
 - 2.1.1 Allocate \$170,644.00 to the City for the Project from the City's Community Cost-Share Account.
 - 2.1.2 Provide reimbursement of funds up to \$170,644.00 to the City within 60 days of receipt of a complete Request for Payment from the City, detailing costs related to the Project.
 - 2.1.3 Timely review and approval or disapproval of requests to modify the budget, deadline, deliverables, or other components of the Project.
 - 2.1.4 Acknowledge the City in presentations or publications related to the Project.

Article 3.0 Dispute Resolution

- 3.1 The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute.
- 3.2 The Parties shall first try to resolve the dispute at the level of the designated representatives as follows:

District Representative	City Representative
Senior Watershed Team Leader	Housing and Community Development Director

If the Parties are unable to resolve the dispute at that level within ten (10) working days, the Parties shall escalate the dispute to the following level to resolve the dispute:

District Representative	City Representative
Director of Watershed Programs	Mayor

- 3.3 If the Parties remain unable to resolve the dispute within an additional ten (10) working days, the Parties shall proceed to mediation upon request by either party. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after mediator appointment, which meeting shall be attended by at least the respective representatives listed in paragraph 3.02 above. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator

equally.

- 3.4 Such mediation shall be non-binding between the Parties and, to the extent permitted by law, shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Article 4, Remedies, below.

Article 4 Remedies

- 4.1 The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counter-claims, disputes and other matters in question between the Parties arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the laws of the State of Ohio.

Article 5 Counterpart Signatures

- 5.1 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement.

Article 6 Governing Law

- 6.1 The terms and provisions of this Agreement shall be construed under and governed by the laws of Ohio (to which all Parties hereto consent to venue and jurisdiction).

Article 7 Disclaimer of Joint Venture

- 7.1 This Agreement is not intended to create a joint venture, partnership or agency relationship between the Parties, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.

Article 8 Authority to Execute

- 8.1 Each person executing this Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.

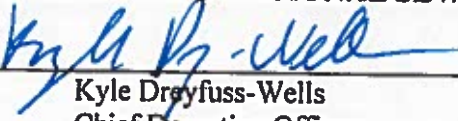
Article 9 Exhibits

The following exhibits are attached hereto and incorporated herein:


- Exhibit "A" – District Resolution
- Exhibit "B" – City Ordinance/Resolution
- Exhibit "C" – District-Approved Community Cost Share Application

The parties have executed this Agreement on the day and year first above written.


NORTHEAST OHIO REGIONAL SEWER DISTRICT

BY: 
Kyle Dreyfuss-Wells
Chief Executive Officer

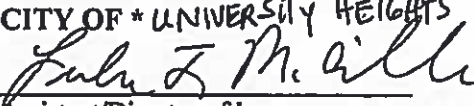
AND

BY: 
Darnell Brown, President
Board of Trustees

CITY OF UNIVERSITY HEIGHTS

By: 
Title: MAYOR

The Legal Form and Correctness of this Instrument is hereby Approved:

CITY OF * UNIVERSITY HEIGHTS

Assistant/Director of Law

This Instrument Prepared By:
Katarina K. Waag
Assistant General Counsel
Northeast Ohio Regional Sewer District

Each party agrees that this Agreement may be executed and distributed for signatures via email, and that the emailed signatures affixed by both parties to this Agreement shall have the same legal effect as if such signatures were in their originally written format.

EXHIBIT A

NORTHEAST OHIO REGIONAL SEWER DISTRICT
RESOLUTION NO. 114-13

Authorizing the Executive Director to enter into Regional Stormwater
Management Program Community Cost-Share Program Agreements
with Member Communities.

WHEREAS, the Code of Regulations of the Northeast Ohio Regional Sewer District, Title V – Stormwater Management Code Chapter 9 outlines the Community Cost-Share Program developed to provide funds to District Member Communities for construction, operation and maintenance activities of community-specific stormwater management projects; and

WHEREAS, under the Community Cost-Share Program, 25% of the annual collected stormwater revenue from each Member Community will be held by the District in a Community Cost-Share account, whereby Communities, with review and approval by the District, through specific applications outlining the community-specific stormwater work to be performed can access reimbursement of their funds; and

WHEREAS, the District is seeking authority to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with Member Communities for the purpose of detailing and memorializing responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHEAST OHIO REGIONAL SEWER DISTRICT:


Section 1. That this Board finds that for the reasons stated in the preamble hereof it is in the best interests of the District to enter into Regional Stormwater Management Program Cost-Share Program Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program.

Section 2. That this Board hereby authorizes the Executive Director to enter into Regional Stormwater Management Program Cost-Share Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program under such terms and conditions that are satisfactory to the Director of Law and in the best interests of the District.

Section 3. That this Board authorizes the Executive Director to execute all documents and do all things necessary to effect the terms and conditions of the Stormwater Management Program Direct Billing Agreements with Member Communities.

Section 4. That this Board declares that all formal actions of the Board concerning and relating to the adoption of this resolution and that all deliberations of the Board and any of its committees that resulted in said formal action were conducted in meetings open to the public and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On motion of Mayor Starr seconded by Mr. O'Malley, the foregoing resolution was unanimously adopted on May 16, 2013.



Sheila J. Kelly, Secretary
Board of Trustees
Northeast Ohio Regional Sewer District

EXHIBIT B

RESOLUTION NO. 2019-60

INTRODUCED BY: MAYOR MICHAEL DYLAN BRENNAN

A RESOLUTION IN SUPPORT OF AN APPLICATION FOR A GRANT FROM THE NORTHEAST OHIO REGIONAL SEWER DISTRICT COMMUNITY COST-SHARE PROGRAM FOR A STORMWATER MANAGEMENT AND STREET BEAUTIFICATION PROJECT AT THE INTERSECTION OF WASHINGTON BOULEVARD, SILSBY ROAD, AND SAYBROOK ROAD (ON EMERGENCY).

WHEREAS, the Northeast Ohio Regional Sewer District has funding to award grants for eligible projects located in the City of University Heights that promote or implement the goals and objectives of the Northeast Ohio Regional Sewer District as set forth in Title V to minimize new flooding, erosion, and water quality problems; and

WHEREAS, the City of University Heights is eligible to apply for Community Cost-Share funding because the City is within the Northeast Ohio Regional Sewer District's service area; and

WHEREAS, the City of University Heights intends to submit a project proposal funding request that will reduce stormwater runoff volume and beautify the intersection of Washington Boulevard, Silsby Road, and Saybrook Road by removing asphalt in the intersection and replacing it with new curbs, sidewalks, grass, and planted bioswale; and

WHEREAS, the Community Cost-Share program requires no matching cash funds from the City of University Heights.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF UNIVERSITY HEIGHTS, OHIO, THAT:

Section 1. Authorization is given to Mayor Michael Dylan Brennan to submit this grant application to the Northeast Ohio Regional Sewer District for the Community Cost-Share Program and to execute a contract with the Northeast Ohio Regional Sewer District if selected for funding.

Section 2. It is hereby found and determined that all formal actions of the Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

Section 3. This resolution is declared to be an emergency measure necessary for the preservation of the public peace, safety, health and welfare of the citizens of the City of University Heights; such reason being that this resolution must be enacted in order to present the proposed project at a public meeting prior to submission of the required application documents. It shall therefore become effective upon its passage by the affirmative vote of not less than five (5) members of Council and approval of the Mayor; otherwise, it shall become effective at the earliest time allowed by law.

CITY OF UNIVERSITY HEIGHTS

[Signature of Michael Dylan Brennan]
Michael Dylan Brennan, Mayor

CERTIFICATION

I, Kelly M. Thomas, Clerk Of Council of the City of University Heights, Ohio, do hereby certify that the foregoing is a true and correct copy of Ordinance-Resolution No. 2019-60, passed by the Council of said City at its meeting held on October 7th, 2019.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said City this 6th day of January, 2020

Passed: 10/07/2019

ATTEST:

[Signature of Kelly M. Thomas]
Kelly M. Thomas, Clerk of Council

APPROVED AS TO FORM:

[Signature of Luke McConville]
Luke McConville, Law Director

[Signature of Kelly M. Thomas]
Clerk of Council
City of University Heights

EXHIBIT C



**Community Cost-Share Program
APPLICATION**

Member Community Information

Community: City of University Heights

Primary Project Contact: Patrick Grogan-Myers
(Name & Title) Housing & Community Dev. Director

Mailing Address: 2300 Warrensville Center Road
University Heights, OH 44118

Phone Number: (216) 932-7800, x202

Email: pgrogan@universityheights.com

Project Information

Project Title: Washington-Silsby Intersection Improve

Address or Location of Project: Latitude: 41.497775
Longitude: -81.53825

Project Start Date: January 1, 2020

Project End Date: December 31, 2020

Community Cost-Share Fund Request: \$170,644

Submission Date: December 6, 2019



Project Narrative

1) Project Summary (1,000 word maximum)

Describe the Project and include the following information, as applicable:

- Describe the Project and deliverables; provide a map if applicable
- Submit a deliverable worksheet listing tasks and deliverables with start dates and end dates for the significant benchmarks.
- List permitting requirements necessary to initiate and complete project and how the requirements will be met.

The Washington-Silsby Intersection Improvement Project is located at the Intersection of Washington Boulevard, Silsby Road, and Saybrook Road in University Heights. This intersection is approximately 17,400 square feet of asphalt and concrete impervious surface and has excessively wide crosswalks that make the intersection unsafe for pedestrians, motorists, and bicyclists. The Project proposes to remove approximately 4,000 square feet of asphalt by bumping out the curbs and tightening up the intersection to make shorter crossings for pedestrians and make it easier for motorists to see pedestrians and other motorists entering the intersection. The asphalt removed to create the curb bump outs will be replaced by grass and bioswale. Maps of the current and proposed intersection are attached. Below is a proposed timeline for the Project to ensure that it moves forward in a timely manner:

October/November 2019:

- 1) City Council passed Resolution 2019-60 in Support of the Project and NEORSRD Community Cost-Share Application
- 2) Application and supporting documents are finalized

December 2019:

- 1) Application is submitted to NEORSRD for review
- 2) Answer any questions NEORSRD Staff have about the application
- 3) Receive funding award notice for Project

January/February 2020:

- 1) City Engineer's Office designs construction drawings and bid documents for Project; NEORSRD reviews drawings
- 2) City Staff develop dedicated webpage on City website to detail the project, the benefits of reducing stormwater runoff, photographs of the Project during construction, and links to information on how residents can reduce stormwater runoff at their own homes.

March/April 2020:

- 1) Project is bid out
- 2) Project is awarded

May - August 2020:

- 1) Project under construction
- 2) Throughout project construction, City Staff take photographs of the construction progress and update a Project webpage.

August - December 2020:

- 1) Project closeout, including payment of invoices and requesting reimbursement for project costs from NEORSRD



*Community Cost-Share Program
Application*

2) Ability to Provide Long Term Maintenance (500 word maximum)

Describe the plans for long-term maintenance, addressing the following question:

- Who is responsible to provide on-going maintenance for the project and how will maintenance be ensured?
- Provide documentation of scheduled maintenance and operation for completed stormwater project(s).

The on-going maintenance for the Project will be the joint responsibility of the City's Service Department and the adjacent property owners. For those curb bump outs that are filled with bioswale, the City's Service Department will maintain the areas and make sure that they are clear of debris. The City's Service Department will maintain the streets around the curb bump outs per the City's regular maintenance schedule, including street sweeping, crack sealing, and patching. For those curb bump outs that are filled with grass, the adjacent property owner will be responsible for keeping the grass cut, consistent with current practice throughout the City.



*Community Cost-Share Program
Application*

3) Visibility and Public Outreach: (500 word maximum)

Public outreach is required if appropriate for your project.

- What audiences will be exposed to this Project (neighbors, students, community groups, general public)?

Public outreach for the Project began with the City Council meeting on October 7, 2019. The Project was introduced at the public meeting of Council, and the information was made available on the City's website and on its YouTube page. Following the submission of the grant application to NEORSO for the Project, a letter to the adjacent neighbors will be sent out sharing the Project, the stormwater runoff reduction benefits of the project, and the proposed timeline for completion. A copy of the draft letter is attached to this application. This letter kicks off a wider campaign to continue educating the residents of University Heights about the benefits of capturing stormwater runoff at the source and reducing the runoff that makes its way to the storm sewers.

Additionally, throughout the Project, from grant award through construction and completion, updates will be posted to the dedicated webpage on the City's website (www.universityheights.com/washington2020) and to the City's social media. The strong webpage and social media presence is designed to expose the Project to the widest audience possible.



*Community Cost-Share Program
Application*

4) Budget Summary (500 words maximum)

The Budget Summary and Project Budget (*see page 3*) represent the Community Cost-Share Project components exclusively. Include details on the provider of all services such as design, engineering, construction management and materials including specific material cost, equipment, and hourly rate.

If an engineer's estimate is included with the application, indicate which line items are included in the Community Cost-Share Project application.

The City's Engineer, Joe Ciuni of GPD Group, provided a Cost Estimate for the Project, which is attached to this application, and serves as the primary source of cost information for the Project Budget. The City Engineer estimates the project design to cost \$12,000, project construction to cost \$131,370, and recommends including a contingency of \$26,274 (20% of project cost). Additionally, there is included in the Project Budget 30 hours of in-house project management to ensure the project stays on schedule and meets City and NEORS D requirements for reimbursement.



*Community Cost-Share Program
Application*

Vendor Registration

Prior to submission, ensure that the Member Community is a registered vendor with the District. Vendor Registration can be done by accessing http://www.neorsd.org/isupplier_homepage.php and completing the New Vendor Registration. If unsure of the Member Community vendor status, by initiating the New Vendor Registration a message of active registration will appear if currently registered as a vendor.

Project Budget

Project Expenses	Community Cost-Share Expense	Line Item Description
Professional Services	\$ 12,000	City Engineer design cost
Personnel <i>(Member Community staff only)</i>	\$ 1,000	In-house project management (30 hours)
Subcontract	\$ 131,370	Project cost estimate per City Engineer
Equipment		
Materials		
Other	\$ 26,274	20% contingency recommended by City Engineer
TOTAL	\$ 170,644	

CITY OF UNIVERSITY HEIGHTS, OHIO

BID DOCUMENTS

FOR

WASHINGTON, SILSBY & SAYBROOK INTERSECTION MODIFICATIONS

PROJECT NO. 2020003.02

Prepared By:



5595 Transportation Blvd., Suite 100
Cleveland, Ohio 44125

Adv. August 11, 2022
August 18, 2022

BIDS DUE: August 26, 2022
@ 12:00 P.M.

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**INVITATION FOR BIDS
LEGAL NOTICE**

Sealed bid proposals will be received at the office of the Clerk of Council of the City of University Heights, 2300 Warrensville Center Road, University Heights, Ohio until **12:00 Noon on Friday, the 26th day of August 2022** for:

WASHINGTON, SILSBY & SAYBROOK INTERSECTION MODIFICATIONS

and 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 certified or cashier's check on a solvent bank made payable to the order of the City of University Heights, the amount shall be equal to ten percent (10%) of the amount bid, drawn in favor of the Clerk of the City of University Heights, Ohio. Each bidder is required to furnish with its proposal, a Bid Guaranty or Bid Bond in accordance with Section 153.54 of the Ohio Revised Code.

Each bidder must insure that all employees and applicants for employment are not discriminated against because of their race, creed, color, sex or national origin. The City of University Heights is an Equal Opportunity Employer and encourages Minority Business Enterprises, Women Business Enterprises and Small Business Enterprises to submit bids or Proposals for this project.

The price of material and labor bid for shall be separately stated.

Copies of the Specifications, Instructions to Bidders, Forms of Proposals and other contract documents are on file at the office of the Clerk of the City of University Heights. These documents may only be obtained through the office of GPD Group by emailing Nick Fini nfini@gpdgroup.com and requesting a digital copy. Digital documents will be provided free of charge. Questions or inquiries should be directed to GPD Group at (216) 927-8655.

The bid check or bid bond, 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 University Heights, and the performance of such contract secured by said check or bond, and in default thereof said check or bond, and the amount represented thereby, shall be forfeited to the City of University Heights as liquidated damages.

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

By order of the Council of the City of University Heights, Ohio.

Kelly M. Thomas, Clerk of Council
City of University Heights, Ohio

Adv: August 11, 2022
August 18, 2022

CITY OF UNIVERSITY HEIGHTS, OHIO
BID PACKAGE CHECKLIST

FOR: WASHINGTON, SILSBY & SAYBROOK INTERSECTION MODIFICATIONS

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

Bid Form -- Signed

Agreement Relative to Separate Consideration for Incorporation of Tangible Personal Property - Signed

Non-Collusion Affidavit - Signed and Notarized

Statement Regarding Personal Property Taxes - Signed

Information Showing Qualifications of Bidder - Signed

Listing of ALL Subcontractors to be used on the project - Signed

University Heights Business Participation Report

Bid Bond

Unresolved Findings for Recovery Certification

INSTRUCTIONS TO BIDDERS

A. SEALED BIDS

Sealed bids for "**WASHINGTON, SILSBY & SAYBROOK INTERSECTION MODIFICATIONS**" for the City of University Heights will be received by the Clerk of Council, 2300 Warrensville Center Road, University Heights, Ohio 44118 until **12:00 P.M. on Friday, August 26, 2022**. Said bids shall be enclosed in an opaque sealed envelope and marked "**WASHINGTON, SILSBY & SAYBROOK INTERSECTION MODIFICATIONS**" and shall bear the name of the bidder.

B. DEFINITIONS

Wherever the word "Owner" occurs herein, it shall mean the City of University Heights or its duly authorized representative.

Wherever the words "Municipal Authority", occurs herein it shall mean the Mayor of the City of University Heights or his duly authorized representative.

Wherever the word "Engineer" occurs herein, it shall mean the City Engineer of the City of University Heights.

Wherever the word "Contractor" occurs herein, it shall mean the party entering the Contract for the performance of the Work herein required, and the duly authorized representative of said party, or the agent appointed to act for said party in the performance of the Work.

Wherever the word "CWD" or "Division of Water" occurs herein, it shall mean the City of Cleveland, Division of Water. The Engineering Design Office is in the Public Utilities Building, 5th floor, 1201 Lakeside Avenue, Cleveland, Ohio 44114.

"Addendum" or "Addenda" shall mean the additional Contract requirements prepared by the Engineer and issued in writing and/or drawings by the Engineer prior to the receipt of bids.

C. BID FORM

Each proposal shall be made on the attached "**Bid Form**" which shall be signed with the full name and address of the individual, proprietorship, partnership, or corporation submitting same. The bid of a proprietorship shall be signed by the owner, the bid of a partnership shall be signed by one of the general partners, and the bid of a corporation shall be signed by a duly authorized officer thereof stating his title. No bid may be withdrawn after delivery to the Owner. The Bidder may, at its discretion, add other pertinent facts or data that it might deem desirable, but its bid **MUST BE ON THIS BID FORM**.

D. PROPOSAL GUARANTY

No proposal will be considered unless accompanied by a bond or certified check drawn on a solvent bank and made payable to the Owner in an amount not less than ten (10) percent of the Bidder's Proposal, conditioned upon execution of the contract and the

furnishing of a performance bond and labor and material bond both in the forms attached hereto in the event the contract is awarded to the bidder.

E. CONSIDERATION OF PROPOSALS

The Owner reserves the right to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the judgment of the awarding authority the best interests of the Owner will be promoted by such action.

F. AWARD OF CONTRACT

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 all the requirements 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, stating that its bid has been accepted and that it has been awarded the contract.

G. CANCELLATION OF AWARD

The Owner reserves the right to rescind the award of any contract at any time before the execution of the said contract by all parties, without any liability against the Owner.

H. RETURN OF PROPOSAL GUARANTY

All proposal guaranties, except those of the three lowest bidders, will be returned within sixty (60) days following the opening and checking of the proposals. The retained proposal guaranties of the unsuccessful of the three lowest bidders will be returned within sixty (60) days following the award of the contract to the successful bidder. The proposal guaranty will be returned to the successful bidder after it has furnished satisfactory performance and labor and material bonds and has executed the contract.

I. REQUIREMENT OF PERFORMANCE BOND AND LABOR AND MATERIAL BOND

Within ten (10) days after it has received notice of the award of the contract, and before entering a contract, the successful bidder shall furnish (1) a performance bond in the form provided at page PB-1 in the full amount of his proposal, which bond shall cover the entire contract including the guarantee period and (2) a Labor and Material bond in the form provided herein.

J. EXECUTION OF CONTRACT

The successful bidder shall sign and return the contract, together with the bonds 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 Owner, until the execution of the contract. If the Owner does not execute the contract within twenty (20) days following receipt from the bidder of the required contract documents, the bidder will have the right to withdraw its bid without prejudice.

K. FAILURE TO EXECUTE CONTRACT

Failure to execute the contract and file the acceptable bonds shall be just cause for the cancellation of the award and the forfeiture of the proposal guarantee (bid bond or bid check) which shall become the property of the Owner, 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 re-advertised as the Owner may decide.

L. CONTRACTOR'S INSURANCE

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 contractor and any subcontractors 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 as specified below. The policy shall name the Owner as an additional named insured. Proof of such insurance coverage shall be evidenced by submitting a certificate of insurance.

The amounts of such insurance shall be as follows:

BODILY INJURY LIABILITY

EACH PERSON	\$1,000,000.
EACH ACCIDENT	\$2,000,000.

PROPERTY DAMAGE LIABILITY

EACH ACCIDENT	\$1,000,000.
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Such insurance shall remain in full force and effect during the life of the contract.

M. WAGE SCALE AND LABOR

University Heights Codified Ordinance Section 168.20 requires that no less than prevailing wages be paid to all laborers, workmen, or mechanics employed in the Work unless higher or lower rates are specified in the contract documents. The minimum wage to be paid to all laborers, workmen and mechanics employed on the Work shall be in accordance with the Schedule of Prevailing Hourly Wage Rates as ascertained and determined by the Ohio Department of Industrial Relations in accordance with Chapter 4115 of the Ohio Revised Code. Said wage rates are hereby attached and made part of this document.

N. NON-COLLUSION AFFIDAVIT

The Non-Collusion Affidavit, which is part of the bidding documents, shall be properly executed and notarized.

O. QUALIFICATION OF BIDDER

The bidder must furnish on the form attached hereto that is a part of the bidding document information relative to the facilities, ability, and financial resources available for the proper fulfillment of the Work.

P. SUBCONTRACTORS

The bidder shall state on the appropriate contract form the names of all subcontractors proposed and the items of work they are to be assigned. All work not assigned to a subcontractor shall be assumed by the Owner to be performed by the bidder.

The Owner reserves the right to approve all subcontractors proposed by the bidder. If the Owner, after due investigation, rejects the use of a proposed subcontractor, the apparent successful bidder may either submit an acceptable substitution without increase in bid price or decline substitution and withdraw its proposal without sacrificing his bid security. Any listed subcontractor to whom the Owner does not make written objection prior to award of contract shall be deemed acceptable to the Owner.

Requests by the bidder for changes of subcontractor after the award of contract shall be subject to the Owner's approval and shall not change the contract bid prices

Q. ESTIMATES

Payment for the Work will be made in the following manner and conditions:

The Contractor shall submit monthly estimates of the amount, in its opinion, of the Work completed to date.

The Engineer shall review the monthly estimates, make such changes as he deems appropriate and total the amount of work completed on the project as of the date submitted.

The Engineer shall then subtract eight percent (8%) of the first 50% of the total contract 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 the Contractor for work completed shall be paid to the Contractor by the Owner not less than forty five (45) days from receipt of the estimate by the Engineer. The approval of any estimates, or payment made shall not be taken or construed as an acceptance of worth so estimated. The eight percent (8%) of the first 50% 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 and specifications, and will pay any damages caused by reason of any failure on the part of said Contractor to fulfill all the conditions and obligations herein contained. 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 Owner 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.

Upon completion of this work as required by the contract and to the satisfaction of the Engineer the monies earned, which are retained, shall be due and payable.

All estimates made prior to the final estimate shall be subject to correction at the time of the final estimate and final payment.

R. AFFIDAVIT OF CONTRACTOR

The Affidavit of Contractor, which is part of the bidding documents, shall be properly executed and notarized as required.

S. AFFIDAVIT OF COMPLIANCE PREVAILING WAGES

The Affidavit of Compliance Prevailing Wages, which is part of the bidding documents, shall be properly executed, notarized and submitted to the owner before the surety is released or final payment due.

T. CONSENT OF SURETY FOR FINAL PAYMENT

The Consent of Surety for Final Payment, which is part of the bidding documents, shall be properly executed, notarized and submitted to the owner prior to the final estimate.

U. MAINTENANCE BOND

In addition to the required performance bond and labor and material bond, the successful bidder shall provide at its own expense a two-year maintenance bond, in the amount of twenty-five percent (25%) of this contract. The term of the bond shall begin on the date of final acceptance of the improvement and shall guarantee the improvement will remain in good condition for and during the entire two-year period of guarantee. If at any time before or during 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 or has been done by the Contractor, as determined by the Owner, 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 Owner reserves the right to make such corrections at the expense of the Contractor or bonding company.

GENERAL PROVISIONS

A. DAMAGES TO PROPERTY

The Contractor shall be held responsible for any and all damage done by him or his agents to public roads, structures, private property, or any other property within the project site which has been occasioned by any of his operations in connection with this project. Damage to public roads or private property, resulting from hauling, storage of materials or other activity connected with the work, shall be repaired by the Contractor concerned, at his expense, and to the satisfaction of the Engineer.

B. ASSISTING THE ENGINEER

The Contractor shall render all necessary assistance to the Engineer, and, if required, shall furnish him with levels, measurement, etc., on the work or grounds.

C. SAMPLES

The Contractor, upon request, shall furnish to the Engineer, free of cost, at his office and for his approval, samples of any materials to be used in the execution of the work herein described and samples of the finish to be given to the several parts. All materials furnished must be fully equal to the samples approved by the Engineer.

D. SITE CLEAN UP

The Contractor, upon completion of his work and at other times as required by the Engineer, shall collect and remove all rubbish and debris pertaining to his work.

E. SHOP DRAWINGS

Six (6) copies of all shop drawings, schedules and similar documents, as required, must be furnished to the Engineer. Approval by the Engineer shall in no way relieve the Contractor from responsibility for proper measurements, fitting, and construction of the work, nor from the necessity of furnishing materials or workmanship required by the Engineer's drawings and specifications, which may not be indicated on shop drawings, etc. when inspected.

F. TEMPORARY UTILITIES

The Contractor shall provide all temporary utilities, including water, for all purposes, general lighting, heating and single-phase electric service, all as required to meet the needs throughout the construction period. Any costs involved in the installation and removal of same shall be borne by the Contractor. The Contractor shall also receive and pay currently any and all utility bills in connection with this project throughout the construction period. This includes power, telephone and gas company bills for both temporary and permanent service use prior to acceptance.

G. TEMPORARY SANITARY FACILITIES

At or before start of work, the Contractor shall provide temporary sanitary convenience for workmen and shall maintain same antiseptic until the completion of the contract. This

installation shall be provided in a manner acceptable to the Engineer. At completion of the work, the Contractor shall remove this facility to the satisfaction of the Engineer.

H. GRADES AND LEVELS

All grades, lines and levels of an engineering nature and requiring the services of a survey party will be supplied by the Contractor at no cost to the City.

I. INSPECTION AND TESTING

All inspection and testing of materials that is to be performed will be done at the expense of the Contractor. The City of University Heights shall provide the inspection of the construction of this project. Construction inspection will be done at the expense of the City. The Contractor shall pay for and include in his bid all other necessary costs of inspection. No work shall be performed unless in the presence of the Engineer or his authorized representative. The Contractor is required to give 48 hour notice to the City prior to beginning or discontinuing work. If notice is not given the Contractor shall be charged for one full day's inspection. If the Contractor does not complete this project within the number of calendar days set forth in the bid (and the inspection hours go over) the City will deduct all appropriate inspection fees.

J. CERTIFICATIONS OF MATERIALS AND CONFORMANCE TO SPECIFICATIONS

Before being placed in the work, the Contractor shall furnish the Engineer a manufacturer's certification that the material he purchased conforms to the required specifications. Each certification shall specify the amount delivered. The delivery of any material or the performance of any labor hereunder which does not, in all respects, conform to the specifications will be rejected and the Contractor shall be notified at once of such rejection and the reason, therefore, which shall be confirmed in writing. If the said Contractor fails to effect immediate replacement of such rejected materials and labor with materials and labor meeting the requirements of the order, and of these specifications, the City will purchase in the open market material and labor of the character required under the order up to the amount rejected and the said Contractor and his surety shall be liable to the City thereby. The Engineer shall have the right to suspend the whole or any part of the work to be done, hereunder, when the Contractor is not doing the work in accordance with the provisions of the contract.

K. UNACCEPTABLE MATERIALS

All materials not conforming to the requirement of the specifications at the time they are used shall be considered unacceptable and shall be removed immediately from the site of the work unless otherwise instructed by the Engineer. No materials, the effects of which have been corrected, shall be used until approval has been given. Upon failure on the part of the Contractor to comply immediately with any order of the Engineer made under the provisions of this section, the Engineer shall have authority to remove and replace defective materials and to deduct the cost of removal and replacement from monies due

or to become due to the Contractor.

L. RELOCATION OF UTILITIES

The Contractor shall make arrangements with any utility company as required for the relocation of utility poles, underground conduits, gas lines and valves as required to be relocated or adjusted, at no cost to the City.

M. PROTECTION OF PROPERTY AND WORK

The Contractor shall, at his own expense, support and protect all structures, conduits, wires, trees, water pipes, gas pipe, sewers, pavements, curbing, sidewalks, equipment and fixtures of all kinds and all other public or private property that may be encountered or endangered during construction. He shall repair and make good any damage caused to such property. The Contractor shall grade and seed, at his own expense and to the satisfaction of the City, all public or private lawn areas damaged by his operations.

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.

N. SCHEDULING

The Contractor shall submit a schedule for work to be performed which must meet with the approval of the Engineer, prior to the start of construction. All work on this contract, unless otherwise stated on the plans, will be limited to the daylight hours 8AM to 8PM, except in cases of emergency, and then may be performed only if permission is obtained from the Engineer 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 Engineer. Saturday work is permissible upon written approval by the City.

The intent of this project is to complete all work within **45 Working Days** of Notice to Proceed.

The Contractor shall submit to the Engineer an updated progress schedule each month. This updated schedule shall be submitted with the monthly estimate.

O. TIME FOR COMPLETION

Work on this contract shall commence within ten (10) working 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 work is 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 which 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, in susceptible 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.

Original Contract Amount (Total Amount of the Bid)		Amount of Liquidated Damages to be Deducted for Each Calendar Day of Overrun in Time
From More Than	To and Including	
\$0.00	\$500,000	\$400
\$500,000	\$2,000,000	\$600
\$2,000,000	\$10,000,000	\$900
\$10,000,000	\$50,000,000	\$1,500
Over \$50,000,000		\$3,200

**P. COORDINATION OF PLANS, SPECIFICATIONS, GENERAL PROVISIONS AND
DETAIL SPECIFICATIONS**

These specifications, the plans, general provisions, detail specifications, 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 complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; plans will govern over specifications; and supplemental documents will govern over both.

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 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 specifications.

Q. FINAL CLEANUP

Prior to and at the request of the Engineer, the Contractor shall make a final cleanup of the project to the satisfaction of the Engineer and the City.

R. AUTHORITY OF THE ENGINEER

The Engineer will decide all questions which may arise as to the quality and acceptability of materials furnished, work performed and rate of progress. He will decide all questions which 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.

S. LAWS TO BE OBSERVED

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 way affect those engaged or employed on the work, or which in any way affect the conduct of the work. He 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 himself or his employees.

The Contractor agrees that in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no Contractor or Sub-Contractor, nor any person acting on behalf of such Contractor or Sub-Contractor, shall, by reason or race, sex, creed or color, discriminate against any citizen of The United States in the employment of labor or workers, who is qualified and available to perform the work to which the employment relates.

That no Contractor, Sub-Contractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, sex, creed or color.

T. SCOPE OF PAYMENT

The Contractor shall receive and accept compensation provided for 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.

U. CONTRACTOR'S SUPERINTENDENT

The Contractor shall at all times have a competent superintendent in charge of the work hereunder, who is thoroughly familiar with the class of work covered by the Specifications. The superintendent shall not be transferred or relieved without prior written notice to the Engineer.

The Contractor's superintendent shall represent the Contractor in his absence. The superintendent shall have authority to execute all instructions, given to him by the Engineer.

The Contractor's superintendent shall at all times cooperate with the Engineer and his authorized representative or other contractors in all matters, including labor relations.

The Engineer shall direct that the superintendent be replaced if his work is not satisfactory.

V. CONTRACTOR'S OFFICE (NOT USED)

W. CHANGES TO ACCOMMODATE MATERIALS PROVIDED

The Contractor shall provide materials to fit and be capable of use and/or operation within the structure dimensions shown. If materials provided by the Contractor require changes in his work, the Contractor shall make the required changes at his expense. If the materials provided by the Contractor require changes in work to be performed under other contracts with the City, the Contractor shall coordinate the required changes with the other affected Contractors and if such changes require an increase in contract price, as evidenced by a change order, the Contractor providing the materials shall be responsible for the increased cost.

X. UNDERGROUND CONDUITS

The Contractor shall exercise care in excavating areas containing underground conduits and shall support and maintain all conduits in a manner satisfactory to the Engineer, where their security is affected by work under the Contract.

Contractors must contact OUPS (either [online](#) or through a toll free number—800-362-2764) no sooner than 48 hours and no later than 10 days before excavating. The 48-hour rule applies to “call backs” on projects where OUPS has been previously notified, as set forth in R.C. § 3781.31(B).

Contractors should take care to ask OUPS for the contact information for limited basis participants, who need to be notified directly by the Contractor.

Under R.C. § 3781.31(A), utility owners have a right to request and receive an additional 24-hour notice before excavation. This additional notice is not made through OUPS, but directly to the utility owner.

Notice must be given whether or not there are signs in the area warning of underground utilities.

An excavation subcontractor cannot rely upon the prime contractor or the project owner's representative to give the location of a buried utility. The Subcontractor must deal directly with the utility owner through OUPS.

If the employees of the excavator know that the markings are not reasonably accurate, they proceed to dig at their own risk.

R.C. § 3781.30(B) requires the contractor to "protect and preserve the markings of approximate locations of underground facilities until those markings are no longer required for proper and safe excavations."

Per R.C. § 3781.30, in the event of utility damage, the contractor must stop immediately and report the damage. The contractor must take reasonable actions to protect persons and property, especially when dealing with buried gas and electrical lines.

29 CFR 1926.651 echoes state requirements for contacting utility owners, determining utility locations and excavating safely. Therefore, failure to follow state statutory requirements is also an OSHA violation.

Y. EXCLUSION OF WATER

The Contractor shall provide all necessary pumps, pipes, drains, ditches and other means of removing water from excavations, or other parts of the work, or for preventing the sides from sliding or caving, and he shall remove the water. He shall provide additional pumps or drains at any place where the Engineer shall deem them necessary.

Z. SANITARY SEWER SYSTEM

The Contractor shall not cause or let any untreated sewage enter storm sewers, ditches or streams during the performance of his work.

AA. DUST AND UNNECESSARY NOISE

The movement and use of machinery and equipment and the handling of materials and conduct of the work shall be such as to avoid and eliminate unnecessary noise, dirt and dust. Roadways and areas about the site shall be maintained by the Contractor so as to

eliminate dust until completion of the job.

BB. SPACE FOR STORAGE OF MATERIALS

The City shall not be responsible for any materials and equipment stored on private property.

The Contractor will need additional areas for material and/or equipment storage. It will be the Contractor's responsibility to contact private property owners for the use of their property. All areas disturbed by the Contractor must be restored to their original or better condition at no cost to the City.

CC. JOINT OCCUPATION OF SITE (NOT USED)

DD. APPROVAL AND ACCEPTANCE

Upon completion of the work as herein provided, the Contractor shall notify the City, in writing, that construction has been completed.

EE. RECORD DRAWINGS (NOT USED)

FF. MEASUREMENT FOR PAYMENT

The contract price per unit of any item is for the work complete in place and accepted as specified and shown on the plans regardless of the character of material encountered in the excavation or contingencies of any other nature. Unit and lump sum prices for such completed in place shall include the furnishing of all labor, materials, tools and equipment necessary for its proper performance. All costs such as excavation, concrete and reinforcement, grouting, backfill, relocation, repair or replacement of existing structures, sheeting and bracing of excavations, clean up and repairs and all other operations required in the construction shall be included in the contract unit or lump sum prices, and no additional compensation will be allowed therefore. It is the intent of these specifications that the cost of all work, which does not have pay items provided for, shall be included in the contract unit or lump prices for items shown on the bid forms.

GG. REMOVAL ITEMS

All mailboxes, street signs, street signal devices, private signs, highway delineators, etc., encountered in the line of work shall be carefully removed and stored and shall be replaced immediately after the work is completed. The Contractor shall compact the material about the base of the post for the boxes and signs and shall reposition the boxes wherever necessary during the maintenance period of the contract to a vertical and upright condition. The cost of such work shall be borne by the Contractor and included in the unit or lump sum price bid for the various items of work in this contract and no extra payment shall be made for this work.

HH. CHANGE ORDERS

Initiation of Change Orders

The Associate shall prepare and issue a Proposal Request to the Contractor to obtain the Contractor's Proposal for the adjustment of the Contract Sum or the Contract Time, or both, associated with a Contract modification.

In any Proposal for an adjustment of the Contract Sum, the Contractor shall specifically identify the items set forth. In any Proposal for an adjustment of the Contract Time, the Contractor shall specifically identify the items set forth.

The Contractor's cost of preparing and providing Proposals is included in the Contract Sum.

The Contractor shall respond with a Proposal to the Associate and the Contracting Authority within 14 days after receiving the Proposal Request. The allowable time for the Contractor's response may be extended by written agreement of the Contractor and the Associate.

The Contractor shall hold the Proposal valid and open for acceptance for at least 45 days. The acceptance period may be adjusted by mutual consent of the Contractor and the Contracting Authority. The time limits described under this subparagraph apply only to Proposals submitted in response to a Proposal Request.

A Proposal may be accepted by the Contracting Authority only through a Change Order. A Proposal Request does not authorize the Contractor to proceed with a change in the Work.

If the Contractor does not timely submit a Proposal within the time required, the Contractor waives its right to an adjustment to the Contract Sum or Contract Time, or both, associated with the contemplated change in the Work.

Change Order Procedure

A Change Order is a written instrument prepared by the Associate and signed by the Contracting Authority, the Owner, the Associate, and the Contractor, stating their agreement upon all of the following:

A change in the Work;

The amount of the adjustment of the Contract Sum, if any; and

The extent of the adjustment of the Contract Time, if any.

In no event shall the Contractor be entitled to reserve any rights or take other similar action with respect to a Change Order if the effect or intent of the reservation or action would be to accommodate a further adjustment of the Contract Sum or Contract Time, or

both, after the Contractor signs the Change Order. By signing a Change Order, the Contractor irrevocably certifies that the elements of a Change Order described are completely satisfied, and waives all rights, if any, to seek further adjustment of the Contract Sum or Contract Time, or both, at a later date with respect to the associated change in the Work including without limitation on account of the "cumulative impact" of the associated change in the Work in combination with one or more other changes in the Work.

The Associate shall prepare each Change Order form, attach the supporting documentation, and issue the Change Order to the Contractor for signature.

If the Contractor is in agreement with the Change Order, the Contractor shall sign and return the Change Order to the Associate within 3 days of receiving it.

When the Associate receives the Change Order signed by the Contractor, the Associate shall recommend approval by signing the form and transmitting the Change Order and the revised Change Order Log to the Owner.

When the Owner receives the Change Order, the Owner shall sign the form accepting the Change Order, attach certification of funding, and transmit the Change Order to the Contracting Authority; or, if the Owner does not accept the Change Order, the Owner shall reject it and return it to the Associate.

When the Contracting Authority receives the Change Order, the Contracting Authority shall sign the form approving the Change Order, and transmit the fully executed Change Order to all signers; or, if the Contracting Authority does not accept the Change Order, the Contracting Authority shall reject it and return it to the Associate.

When the Change Order is signed by the Contractor, the Associate, the Owner, and the Contracting Authority, the fully executed Change Order modifies the Contract Documents and authorizes and directs the Contractor to proceed, and the Contractor shall promptly proceed with the associated change in Work.

II. QUANTITIES OF WORK

The quantities of work set forth herein are approximate only and the City reserves the right to modify them or delete any or all of them upon notice to the Contractor. The City may extend the quantities contained herein as may be mutually agreed to by the Contractor. When the accepted quantities of work vary from the quantities in the bid schedule, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract unit prices for the accepted quantities of work done. 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 among the contract items of overhead expense on the part of the bidder and subsequent loss of expected reimbursements therefore or from any other cause.

JJ. CONTINGENCY QUANTITIES

“As Directed” and/or contingency quantities have been included in the Bid Proposal as part of the Contract for use at locations within the project as directed by the Engineer. The Contractor shall not order materials or perform work for “as Directed” or contingency items unless authorized by the Engineer. The actual work locations and measured quantities used for such items shall be determined in the field.

DETAIL SPECIFICATIONS

FOR

WASHINGTON, SILSBY & SAYBROOK INTERSECTION MODIFICATIONS

The 2019 version of the manual entitled “State of Ohio, Department of Transportation, Construction and Material Specifications” (ODOT Specifications) shall govern the material and procedures used in this project, except as hereinafter specifically amended.

The work considered under the contract shall include the furnishing of all material, labor, superintendence, tools, and services for and incidental to the improvements proposed by this contract as specified herein.

SCOPE OF WORK

The work embraced by this contract generally consists of stormwater management and street beautification at the intersection of Washington Boulevard, Silsby Road, and Saybrook Road. The intent of the project is to remove pavement by bumping out the curbs and tightening up the intersection to make shorter crossings for pedestrians and make it easier for motorists to see pedestrians. The pavement removed to create the bumpouts will be replaced by grass, and plantings within proposed bioswale areas to improve stormwater runoff quality.

It is important that a physical inspection of the work site be performed by the bidder so that full awareness of the scope of work is understood.

BID FORM

Mark Envelope: **WASHINGTON, SILSBY & SAYBROOK INTERSECTION MODIFICATIONS**

To the Clerk:

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, materials 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.

NUMBER OF DAYS TO COMPLETE (NOT MORE THAN **45 WORKING DAYS** FROM ISSUANCE OF N.T.P.): _____

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: _____

BID TOTAL = \$ _____

UNIT PRICE CONTRACT

For the WASHINGTON, SILSBY & SAYBROOK INTERSECTION MODIFICATIONS in the City of University Heights, Cuyahoga County, Ohio, in accordance with the plans and specifications.

REF NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE ESTIMATED DOLLARS CTS	TOTAL PROJECT AMOUNT EST. DOLLARS CTS
ROADWAY						
1	201	TREE REMOVED	EACH	4		
2	202	PAVEMENT REMOVED, AS PER PLAN	SY	437		
3	202	PAVEMENT REMOVED (CONCRETE)	SY	63		
4	202	WALK REMOVED	SF	1350		
5	202	CURB, TYPE 6, REMOVED	FT	424		
6	202	CATCH BASIN REMOVED	EACH	1		
7	203	EXCAVATION AND EMBANKMENT, AS PER PLAN	LUMP	1		
8	608	4 INCH CONCRETE WALK, AS PER PLAN	SF	1322		
9	608	6 INCH CONCRETE WALK, AS PER PLAN (DRIVES)	SF	183		
10	608	CURB RAMP, AS PER PLAN	EACH	4		
					ROADWAY SUBTOTALS =	
EROSION CONTROL						
11	659	SEEDING AND MULCHING, AS PER PLAN	SY	250		
12	832	INLET PROTECTION	EACH	6		
13	832	PERIMETER FILTER FABRIC FENCE	FT	200		
					EROSION CONTROL SUBTOTALS =	
DRAINAGE						
14	601	ROCK CHANNEL PROTECTION	CY	8		
15	605	6 INCH UNCLASSIFIED PIPE UNDERDRAINS, AS PER PLAN	FT	675		
16	611	CATCH BASIN, MISC.: CUYAHOGA COUNTY 3C CATCH BASIN WITH SUMP NO TRAP, AS PER PLAN	EACH	1		
17	611	8 INCH CONCRETE PIPE, TYPE B	FT	36		

REF NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE ESTIMATED DOLLARS CTS	TOTAL PROJECT AMOUNT EST. DOLLARS CTS
18	611	18 INCH NYOPLAST CATCH BASIN WITH DOME GRATE	EACH	3		
19	611	6 INCH UNDERDRAIN CLEANOUT	EACH	8		
20	611	CONDUIT, TYPE F FOR UNDERDRAIN OUTLETS	FT	30		
DRAINAGE SUBTOTALS =						
PAVEMENT						
21	451	FIBER REINFORCED CONCRETE APRON, CLASS QC MS, 6 INCH	SF	546		
22	451	FIBER REINFORCED CONCRETE DRIVEWAY, CLASS QC MS, 6 INCH	SF	289		
23	609	5 FOOT CONCRETE CURB OPENING, AS PER PLAN	SF	45		
24	609	CURB, TYPE 6, AS PER PLAN	FT	480		
PAVEMENT SUBTOTALS =						
TRAFFIC CONTROL						
25	630	GROUND MOUNTED SIGN, REMOVE AND RELOCATE	EACH	3		
26	642	CROSSWALK LINE REMOVED	FT	391		
27	642	STOP LINE REMOVED	FT	77		
28	642	CENTERLINE DOUBLE-SOLID REMOVED	FT	8		
29	642	CROSSWALK LINE	FT	468		
30	642	STOP LINE	FT	80		
31	642	CENTERLINE DOUBLE SOLID	FT	8		
TRAFFIC CONTROL SUBTOTALS =						
LANDSCAPE & BIORETENTION						
32	661	CAREX VULPINOIDEA, FOX SEDGE	EACH	471		
33	661	HEMEROCALLIS 'GOING BANANAS' , DAYLILY	EACH	419		
34	661	IRIS VERSICOLOR, BLUE FLAG	EACH	202		
35	661	SYMPHYOTRICHUM NOVA-ANGLIAE 'PURPLE DOME'	EACH	67		
36	662	LANDSCAPE WATERING	MGAL	5		
37	SPECIAL	BIORETENITON AREA A	EACH	1		
38	SPECIAL	BIORETENITON AREA C	EACH	1		
39	SPECIAL	BIORETENITON AREA B	EACH	1		
LANDSCAPE & BIORETENTION SUBTOTALS =						
INCIDENTALS						
40	614	MAINTAINING TRAFFIC, AS PER PLAN	LUMP	1		
41	SPECIAL	CONTINGENCY ALLOWANCE	LUMP	1	\$ 15,000.00	\$ 15,000.00
42	SPECIAL	PROJECT DVD RECORDING	LUMP	1		
INCIDENTALS SUBTOTALS =						
BID TOTAL =						

REF NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE ESTIMATED DOLLARS CTS	TOTAL PROJECT AMOUNT EST. DOLLARS CTS
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EXECUTED AT _____ THIS _____ DAY OF _____, 2022

BY: _____
(SIGN IN INK)

TITLE: _____
(OWNER, PARTNER, OR CORPORATE OFFICER)

VENDOR (PLEASE FILL IN):

_____ NAME

_____ PHONE NO

_____ ADDRESS

_____ FAX NO

_____ CITY, STATE AND ZIP CODE

_____ EMAIL

**Agreement Relative to Separate Consideration for
Incorporation of Tangible Personal Property**

The undersigned, a bidder on the above described project, hereby agrees that the contract to be entered into in the event its bid is accepted for the above described project, is "a construction contract pursuant to which tangible personal property is or is to be incorporated into a structure or improvement on and becoming a part of real property" and Contractor further agrees that "the consideration for such incorporation" is agreed upon "separately from the consideration for the performance of the other obligations of such construction contract, and that such "incorporation" shall constitute a sale of such tangible personal property to the CITY OF UNIVERSITY HEIGHTS, OHIO as provided in Section 5739.01 et. seq. of the Revised Code of Ohio.

It is further agreed and understood that this agreement shall, for the purposes of said laws above mentioned, be considered as a part of the bid or offer of the undersigned and if the CITY OF UNIVERSITY HEIGHTS, OHIO should award the contract to the undersigned, that this agreement shall be and hereby is made a part of the bid and/or contract of the undersigned for the purposes of the said laws.

For the purpose of the said section of the Revised Code above mentioned, the consideration to be paid for the performance of the contract of the above described project is divided, as follows:

- 1. CONSIDERATION FOR MATERIALS (MATERIAL incorporated into a structure or improvement on and becoming a part of real property)

\$ _____

- 2. CONSIDERATION FOR OTHER OBLIGATIONS (For other obligations of such construction contract)

\$ _____

The figure set down as the total must correspond with the total set down in the bid which accompanies this supplemental agreement, and the bidder in submitting this figure shall be subject to the same rules and regulations with respect to mistakes in extensions and additions as are provided in the case of totals set forth by the bidder in his bid; namely, that mistakes in additions or extensions will be corrected and the totals corrected accordingly, but the same proportion will be maintained in the division above set forth between the Consideration for Materials and Consideration for other Obligations.

Signature of bidder

STATEMENT REGARDING PERSONAL PROPERTY TAXES

I, _____, _____
(Name) (Owner,
President, Etc.)

of _____ do hereby certify that this firm or
person
_____ delinquent in the filing and/or payment of personal property taxes in
(insert is or is not) Cuyahoga County.

(If the answer is in the affirmative, please submit a statement listing the year or years
of delinquency and the amounts).

Signed _____

Name of Firm _____

Address _____

Telephone _____

State of Ohio)
) SS
County of Cuyahoga)

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

(Notary Seal)

Notary Public

Note: Statement Regarding Personal Property Taxes in Cuyahoga County.

If the business is not located in Cuyahoga County, please add a brief explanation
to the above statement to the effect that no taxes are owned to Cuyahoga
County (if such is the case), or to the County in which the business is located.

FINDINGS FOR RECOVERY CERTIFICATION

I am aware that Ohio law, under certain circumstances, prohibits a political subdivision from awarding a contract for goods, services or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. I hereby certify that an unresolved finding for recovery has not been issued against _____ Company.

SIGNATURE

PRINTED NAME

TITLE

DATE

**INFORMATION SHOWING QUALIFICATIONS
OF BIDDER**

The undersigned states that the names and addresses of persons interested as principals in this proposal are as follows: If a partnership, LLC or corporation, give the names and addresses of all partners, members or officers:

_____	_____
_____	_____
_____	_____

If bidder is a corporation or LCC, bidder states that the name of state in which incorporated or constituted and the date of said incorporation or constitution is:

The undersigned states that they are citizen(s) of the United States and that all the partners, officers, or principals interested herein are citizens of the United States, except: (Give full name and addresses):

_____	_____
_____	_____

The undersigned offers the following information relative to the facilities, ability and financial resources available for the fulfillment of the Contract if such be awarded to him.

FACILITIES: That he or they own and have available for immediate use on the proposed work the following plant and equipment:

ABILITY: That he or they have performed the following work: (Give location, kind, size or cost, and reference to name and address of client and engineer).

FINANCIAL RESOURCES: That information relative to his or their financial resources can and may be obtained from the following: (Give name, business and address):

Signature of Bidder

LISTING OF SUBCONTRACTORS

The undersigned offers the following information relative to the subcontractors it intends to employ on this contract if such is awarded. The items and specific amounts of work assigned to each listed subcontract shall also be outlined. Duplicate this sheet as needed.

1. Name of Subcontractor: _____
Address: _____
City _____ State: _____ Telephone: _____
Description and/or Items of Work: _____
Amount: \$ _____ Percent (%) of Contract: _____

2. Name of Subcontractor: _____
Address: _____
City _____ State: _____ Telephone: _____
Description and/or Items of Work: _____
Amount: \$ _____ Percent (%) of Contract: _____

3. Name of Subcontractor: _____
Address: _____
City _____ State: _____ Telephone: _____
Description and/or Items of Work: _____
Amount: \$ _____ Percent (%) of Contract: _____

4. Name of Subcontractor: _____
Address: _____
City _____ State: _____ Telephone: _____
Description and/or Items of Work: _____
Amount: \$ _____ Percent (%) of Contract: _____

Signature of Bidder:
Bidder: _____
By: _____
Title: _____

**SAMPLE
PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____ as principal and _____ as sureties, are hereby held and firmly bound unto _____ in the penal sum of _____ dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, _____

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal did on the _____ day of _____, _____, enter into a contract with _____, which said contract is made a part of this bond the same as though set forth herein;

Now, if the said _____ shall well and faithfully do and perform the things agreed by _____ to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated. The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefor shall in any wise affect the obligations of said surety on its bond.

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, THAT whereas, the CITY OF UNIVERSITY HEIGHTS, OHIO State of Ohio awarded to _____
(Name of Contractor)

a _____, hereinafter designated as the
(Corporation, Partnership or Individual)
"Principal" a Contract Agreement, a copy of which is hereto attached and made part hereof for the construction of: _____

Whereas, said Principal is required under the terms of said Contract to furnish a bond in connection with said Contract Agreement, providing that if said Principal, or any of his or its subcontractors, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the Work contracted to be done, or for any Work or labor done thereon of any kind, the Surety on this bond will pay the same to the extend hereinafter set forth;

NOW THEREFORE, we the Principal and _____ as Surety, are held and firmly bound unto the CITY OF UNIVERSITY HEIGHTS in the penal sum of _____ DOLLARS (\$_____) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, has or its heirs executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or teams used in upon or about the performance of the Work contracted to be done or for any labor thereon of any kind, as required by the provisions of all laws of the State of Ohio to secure the payment of claims of persons employed by contractors upon public works, and the claim of persons who furnish materials, supplies, teams, implements, or machinery used or consumed by such contractors in the performance of such work, and provided that the persons, companies, or corporations so furnishing said materials, provisions, or other supplies, teams, appliances or power used in, upon, for or about the performance of the Work contracted to be executed or performed, or any person, company or corporation renting or hiring teams or implements or machinery or power for or contributing to said Work to be done, or any person who performs Work or labor upon the same of any person who supplies both Work and materials therefore, shall have complied with provisions of said laws, then Surety shall pay the same in or to an amount not exceeding the amount hereinabove set forth, and will also pay in case suit is brought upon this bond, such reasonable attorney's fee, as shall be fixed by the Court, awarded and taxed as in the laws of the State of Ohio provided.

This bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under said laws, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Agreement, or to the Work to be performed there under, or the Specifications accompanying the same, shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Agreement or to the Work or to the Specifications.

WITNESS OUR SIGNATURES this ____ day of _____ A.D., 20____

Principal

Surety

SAMPLE CONTRACT

THIS AGREEMENT, made effective the ____ day of _____, by and between, _____ an Ohio Corporation currently in good standing and authorized to do business in Ohio, hereinafter called the "CONTRACTOR", and the City of University Heights, Ohio, a municipal corporation authorized and existing under the Ohio Constitution pursuant to its "home rule" charter and subject to certain statutes of Ohio, hereinafter called the "CITY";

WITNESSETH:

WHEREAS, the Clerk of Council, pursuant to a Motion passed by Council on the ____ day of _____, 20____ advertised for bids on the Work and/or services hereinafter described on the ____ day of _____, 20____ and on the ____ day of _____, 20____ which bids were due on or before _____ local time on the ____ day of _____, 20____ at which time all bids were publicly opened and immediately tabulated and filed for public inspection with the Clerk of Council; and

WHEREAS, the Council received the tabulating of the bids at a public meeting held on the ____ day of _____, 20____ and further considered the matter at a public meeting held on the ____ day of _____, 20____ at which time Council passed a Motion approving the bid of the CONTRACTOR to be the lowest and best bid and awarding this Contract; and

WHEREAS, the CONTRACTOR expressly represents as a condition precedent to the validity and effect of this agreement, the execution hereof by the CONTRACTOR constitutes its affidavit that it is the sole entity or individual directly or indirectly interested in compensation for the delivery of labor and materials bid upon and to be awarded and performed herein, and was proposed without any connection or common interest in the profits with any undisclosed persons or entity submitting any proposal for the same and that the contract proposal is in all respects fair and without collusion or fraud; that no employee or official of the CITY is directly or indirectly interested therein; that the CONTRACTOR in the performance of this Contract will not violate any laws applicable in the City of University Heights or the State of Ohio including, but not limited to the prevailing wage requirements of the University Heights Codified Ordinances, Section 168.20; and that the CONTRACTOR shall in no way engage or participate in any form of discrimination on the Work.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises herein contained, the CONTRACTOR and the CITY agree as follows:

SECTION 1. SCOPE

CONTRACTOR shall furnish, deliver, provide and fully pay for all labor, materials, tools and equipment and all related services as may be necessary or required to perform in a good and workmanlike manner and to fully complete the _____ (Project) in accordance with Purchase Order Number _____ for the locations shown on the attached Exhibit for the City of University Heights in compliance with the plans and specifications on file with the Clerk of Council of the City of University Heights.

Work to commence within ____ days and shall be fully completed within _____ days of the execution of this Agreement. CONTRACTOR shall do everything required by this Contract and other documents constituting a part hereof. No sub-contracting and no deviation shall be allowed with respect to changes in scope of work or in costs or in any other respect, unless prior administrative approval in the form of a written Change Order is obtained in advance from the City and is executed by the Engineer, the Service Director and Finance Director acting within their authority, absent emergency circumstances jeopardizing the public health, safety or welfare in which event the City can waive this requirement.

SECTION 2. CONTRACT PRICE

CITY shall pay the CONTRACTOR for the performance of this Contract, subject to any additions or deductions approved in accordance with the preceding paragraph, the amount submitted by the CONTRACTOR and accepted by the CITY, to wit _____ (\$ _____) and agreed to by _____ for _____ on which this Contract is based and pursuant to the Purchase Order issued by the Director of Finance, copy of which is attached hereto.

All payments shall be made by the Director of Finance of the CITY as progress, retainage or final payments become due upon written and signed acceptance and direction to pay issued by the engineer.

SECTION 3. INDEMNIFICATION

The CONTRACTOR shall indemnify and save the CITY and each and all of its public officials harmless from any and all suits, liens, claims, actions or causes of actions arising out of the performance of this Contract asserted by an individual and/or any entity. Claims to be indemnified shall include, but not be limited to, claims of negligence or any other tort, contract or any claim of breach thereof, any claim arising out of or based upon any alleged violation of federal, state or local law, statute or ordinance. The CONTRACTOR shall, at his or its own expense, defend the CITY and its officials in all litigation and indemnify the CITY and/or its Law Director and/or the CITY'S insurance carrier for all attorney's fees incurred, judgments and/or awards of

damages, court costs and any other expenses arising out of such litigation or claims, whether or not such claim has any validity in fact.

The CONTRACTOR shall maintain full workers' compensation coverage for all of CONTRACTOR'S employees and proof of such insurance and proof of the current application of all federal and state required coverage for workers' compensation, unemployment benefits and taxation shall be evidenced by submitting certificates thereof to the CITY prior to the execution of this Contract, provided, however, that the failure to submit such certificate shall not relieve the CONTRACTOR of the full indemnification obligations required herein.

The CONTRACTOR shall maintain during the life of the contract, such Public Liability (Bodily Injury and Property Damage) Insurance as shall protect CONTRACTOR and any Subcontractors 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 as specified below. The policy shall name the CITY as an additional named insured. Submitting a certificate of insurance shall evidence proof of such insurance coverage.

The amounts of such insurance shall be as follows:

BODILY INJURY LIABILITY

EACH PERSON	\$1,000,000.
EACH ACCIDENT	\$2,000,000.

PROPERTY DAMAGE LIABILITY

EACH ACCIDENT	\$1,000,000.
---------------	--------------

Such insurance shall remain in full force and effect during the life of the contract.

SECTION 4. WARRANTY

The CONTRACTOR warrants: that it is the sole entity or individual directly or indirectly interested in compensation for the delivery of the labor and materials bid upon, awarded and performed under this Contract; that no Subcontractor shall perform any part of this Contract without notice in advance to the Engineer, and any objection thereto shall be presented first to the Mayor, and then to the Council for resolution; that the proposal made upon which this Contract is based was made without any connection or common interest in the profits with any undisclosed persons or entity making any quotation or proposal for the said work; that the Contract is, on the part of

the CONTRACTOR in all respects fair and without collusion or fraud; that no employee or official of the City of University Heights is directly or indirectly interested therein; that the CONTRACTOR in the performance of this Contract will not violate any laws applicable in the State of Ohio; that the CONTRACTOR will in no way engage in or participate in any form of discrimination.

SECTION 5. COMPLIANCE WITH LAW

The CONTRACTOR shall comply with all laws applicable in the City of University Heights or the State of Ohio including, but not limited to the prevailing wage requirements of the University Heights Codified Ordinances, Section 168.20; CONTRACTOR shall not engage or participate in any form of discrimination on the Work.

SECTION 6. COMPONENT PARTS OF CONTRACT

This Contract consists of this instrument and the component parts attached hereto, all of which are incorporated herein as if fully rewritten, numbered and signed by the parties. Such documents, unless waived in writing by the Law Director, shall include, but are not limited to, instruction to bidders, plans and drawings, specifications, warranties, performance bond, labor and material bond, and maintenance bond approved by the City Law Director, proof of satisfactory liability insurance, proof of workers' compensation coverage, the laws of Ohio, the laws of the City of University Heights, copies of advertisement, bid tabulations and purchase orders.

SECTION 7. DISPUTES

In the event of dispute, the CONTRACTOR first shall be required to and shall have the right to appeal directly to the Council of the City of University Heights, whose determination shall be a condition precedent to the institution of any litigation in a court of competent jurisdiction. Any claim asserted pursuant to this contract shall be brought only in a court of competent jurisdiction sitting in Cuyahoga County, Ohio.

SECTION 8. EXECUTION OF CONTRACT

This Contract was executed on behalf of the CONTRACTOR by _____, as authorized by corporation resolution to be furnished on request, and by Michael Dylan Brennan, Mayor of the City of University Heights, Ohio, as authorized by the Council of the City of University Heights, Ohio.

SECTION 9. ENTIRE CONTRACT

This is the entire Contract between the parties and shall not be altered except in writing signed by both parties, or except for any changes that the Engineer is

authorized to make in the scope of the project pursuant to the implied and express authority set forth in the Contract. All provisions of this Contract are to be interpreted according to the Laws of or applicable to the State of Ohio, and made effective in University Heights, Ohio.

IN WITNESS WHEREOF, the Parties have executed this Contract the day and year first above written.

WITNESS:

CONTRACTOR

Position _____

Position _____

CITY OF UNIVERSITY HEIGHTS, OHIO

I have reviewed this Contract and its components and approve the same as to form and correctness.

Date

Luke McConville
Law Director

**AFFIDAVIT OF COMPLIANCE
PREVAILING WAGES**

I,

(Name of person signing affidavit)(Title)

do hereby certify that the wages paid to all employees of

(Company Name)

for all hours worked on the

(Project name and location)

project, during the period from _____ to _____ are in
(Project Dates)

compliance with prevailing wage requirements of Chapter 4115 of the Ohio Revised Code.

I further certify that no rebates or deductions have been or will be made, directly or indirectly,
from any wages paid in connection with this project, other than those provided by law.

(Signature of Officer or Agent)

Sworn to and subscribed in my presence this _____ day of

_____,

20 _____.

(Notary Public)

The above affidavit must be executed and sworn to by the officer or agent of the contractor or subcontractor who supervises the payment of employees. This affidavit must be submitted to the owner (public authority) before the surety is released or final payment due under the terms of the contract is made.

LAW1003

AFFIDAVIT OF (SUB ORIGINAL) CONTRACTOR

STATE OF OHIO, COUNTY, ss: Ohio, 20

being first duly sworn, says that he is
 OF the
 Sub] contractor having a contract with
 Original] the
 for
 situated on or around or in front of the following described property:

whereof was the owner, part owner or lessee.

Affiant further says that the following shows the names of every sub-contractor in the employ of said...
 giving the amount, if any, which is due, or to become due, to them, or any of
 them, for work done or machinery, material or fuel furnished to date hereof, under said contracts.

NOTE: This statement must be accompanied by a similar sworn statement signed by each of the sub-contractors listed below.

SUB-CONTRACTORS

NAME	TRADE	Amount due or to become due for work and material furnished to date hereof.

Said affiant further says that the following shows the names of every person furnishing machinery, material or fuel, to _____
 giving the amount, if any, which is due, or to become due, to them or any of them, for machinery, material or fuel furnished to date hereof, under said contracts.

MATERIAL MEN

NAME	TRADE	Amount due or to become due for work and material furnished to date hereof.

Said affiant further says that the following shows the names of every unpaid laborer in the employ of _____

_____ furnishing labor under said contract, giving the amount, if any, which is due, or to become due for labor done to date hereof:

NOTE: If the fact is that every laborer has been paid in full, then recite: "Every laborer has been paid in full." If not, then give each unpaid laborer's name and the amount due or to become due.

LABOR

NAME	HOURS	Amount due or to become due for labor furnished to date hereof.

That the amounts due or to become due to said sub-contractors, material men and laborers, for work done, or machinery, material or fuel furnished to the date hereof, to _____ is fully and correctly set forth opposite their names, respectively, in the aforesaid statements, and further evidenced by certificates of every person furnishing machinery, material or fuel, hereto attached, and made a part hereof.

Affiant further says that _____ has not employed or purchased or procured machinery, material or fuel from, or sub-contracted with any person, firm or corporation, other than those above mentioned, and owes for no labor performed, or machinery, material or fuel furnished under said contracts, other than above set forth.

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE, at _____

Ohio, this _____ day of _____ A.D., 20 _____

Notary Public

CERTIFICATE OF MATERIAL MEN

Ohio, _____ 20 _____

The undersigned certify that to the date hereof they have furnished machinery, material or fuel as set out herein to _____ for _____

_____ situated on or around or in front of the property described in the foregoing affidavit; that the nature of said machinery, material or fuel furnished, the date when they commenced furnishing the same and the amount now due or owing to each of them, is correctly stated and set opposite their respective names or they have been paid in full, if so acknowledged hereon.

NAME	Machinery, materials or fuel and nature of the same.	Commenced Furnishing	Amount due or to become due to date hereof.

**CONSENT OF SURETY
For Final Payment**

Project Name _____
Location _____
Project No. _____ Contract No. _____
Amount of Contract _____

In accordance with the provisions of the above-named contract between the Owner and the Contractor, the following named surety:

on the Payment Bond of the following named Contractor:

hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractors shall not relieve the Surety Company named herein of any of its obligations to the following named: as set forth in said Surety company's bond:

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this _____ day of _____ 20__

(Name of Surety Company)

(Signature of Authorized Representative)

TITLE _____

UNIVERSITY HEIGHTS
D/W/M BUSINESS ENTERPRISE PARTICIPATION REPORT

PROJECT TITLE: _____

PROJECT GROSS AMOUNT: _____

D/W/MBE INFORMATION:

Name: _____

Address: _____

City: _____

E-Mail: _____

Phone Number: _____

Trade: _____

Amount of Bid Award: _____

D/W/MBE INFORMATION:

Name: _____

Address: _____

City: _____

E-Mail: _____

Phone Number: _____

Trade: _____

Amount of Bid Award: _____

UNIVERSITY HEIGHTS
D/W/M BUSINESS ENTERPRISE PARTICIPATION REPORT

D/W/MBE INFORMATION:

Name: _____

Address: _____

City: _____

E-Mail: _____

Phone Number: _____

Trade: _____

Amount of Bid Award: _____

D/W/MBE INFORMATION:

Name: _____

Address: _____

City: _____

E-Mail: _____

Phone Number: _____

Trade: _____

Amount of Bid Award: _____

D/W/MBE INFORMATION:

Name: _____

Address: _____

City: _____

E-Mail: _____

UNIVERSITY HEIGHTS
D/W/M BUSINESS ENTERPRISE PARTICIPATION REPORT

Phone Number: _____

Trade: _____

Amount of Bid Award: _____

IN THE EVENT THAT THERE ARE NO D/W/MBE'S WORKING ON THE PROJECT,
PROVIDE NARRATIVE EXPLANATION:

IN WITNESS WHEREOF, the undersigned has set their hand this ____ day of _____, 20__.

CONTRACTOR NAME: _____

By: _____

Its: _____

BID FORM

Mark Envelope: **WASHINGTON, SILSBY & SAYBROOK INTERSECTION MODIFICATIONS**

To the Clerk:

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, materials 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.

NUMBER OF DAYS TO COMPLETE (NOT MORE THAN **45 WORKING DAYS** FROM ISSUANCE OF N.T.P.):

45 ***

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:

BID TOTAL = \$ 297,774.00 ***

UNIT PRICE CONTRACT

*** CANNOT PERFORM PROJECT UNTIL APRIL 2023

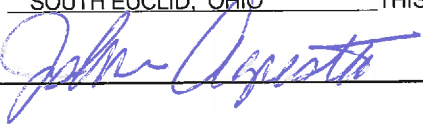
For the WASHINGTON, SILSBY & SAYBROOK INTERSECTION MODIFICATIONS in the City of University Heights, Cuyahoga County, Ohio, in accordance with the plans and specifications.

REF NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE ESTIMATED DOLLARS CTS	TOTAL PROJECT AMOUNT EST. DOLLARS CTS
ROADWAY						
1	201	TREE REMOVED	EACH	4	\$ 400.00	\$ 1,600.00
2	202	PAVEMENT REMOVED, AS PER PLAN	SY	437	\$ 25.00	\$ 10,925.00
3	202	PAVEMENT REMOVED (CONCRETE)	SY	63	\$ 20.00	\$ 1,260.00
4	202	WALK REMOVED	SF	1350	\$ 2.00	\$ 2,700.00
5	202	CURB, TYPE 6, REMOVED	FT	424	\$ 5.00	\$ 2,120.00
6	202	CATCH BASIN REMOVED	EACH	1	\$ 500.00	\$ 500.00
7	203	EXCAVATION AND EMBANKMENT, AS PER PLAN	LUMP	1	\$ 36,781.00	\$ 36,781.00
8	608	4 INCH CONCRETE WALK, AS PER PLAN	SF	1322	\$ 14.00	\$ 18,508.00
9	608	6 INCH CONCRETE WALK, AS PER PLAN (DRIVES)	SF	183	\$ 15.00	\$ 2,745.00
10	608	CURB RAMP, AS PER PLAN	EACH	4	\$ 900.00	\$ 3,600.00
					ROADWAY SUBTOTALS = \$	80,739.00
EROSION CONTROL						
11	659	SEEDING AND MULCHING, AS PER PLAN	SY	250	\$ 5.00	\$ 1,250.00
12	832	INLET PROTECTION	EACH	6	\$ 100.00	\$ 600.00
13	832	PERIMETER FILTER FABRIC FENCE	FT	200	\$ 2.00	\$ 400.00
					EROSION CONTROL SUBTOTALS = \$	2,250.00
DRAINAGE						
14	601	ROCK CHANNEL PROTECTION	CY	8	\$ 350.00	\$ 2,800.00
15	605	6 INCH UNCLASSIFIED PIPE UNDERDRAINS, AS PER PLAN	FT	675	\$ 20.00	\$ 13,500.00
16	611	CATCH BASIN, MISC.: CUYAHOGA COUNTY 3C CATCH BASIN WITH SUMP NO TRAP, AS PER PLAN	EACH	1	\$ 4,000.00	\$ 4,000.00
17	611	8 INCH CONCRETE PIPE, TYPE B	FT	36	\$ 40.00	\$ 1,440.00

REF NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE ESTIMATED DOLLARS I CTS	TOTAL PROJECT AMOUNT EST. DOLLARS I CTS
18	611	18 INCH NYOPLAST CATCH BASIN WITH DOME GRATE	EACH	3	\$ 3,000.00	\$ 9,000.00
19	611	6 INCH UNDERDRAIN CLEANOUT	EACH	8	\$ 600.00	\$ 4,800.00
20	611	CONDUIT, TYPE F FOR UNDERDRAIN OUTLETS	FT	30	\$ 20.00	\$ 600.00
DRAINAGE SUBTOTALS = \$						36,140.00
PAVEMENT						
21	451	FIBER REINFORCED CONCRETE APRON, CLASS QC MS, 6 INCH	SF	546	\$ 15.00	\$ 8,190.00
22	451	FIBER REINFORCED CONCRETE DRIVEWAY, CLASS QC MS, 6 INCH	SF	289	\$ 15.00	\$ 4,335.00
23	609	5 FOOT CONCRETE CURB OPENING, AS PER PLAN	SF	45	\$ 15.00	\$ 675.00
24	609	CURB, TYPE 6, AS PER PLAN	FT	480	\$ 55.00	\$ 26,400.00
PAVEMENT SUBTOTALS = \$						39,600.00
TRAFFIC CONTROL						
25	630	GROUND MOUNTED SIGN, REMOVE AND RELOCATE	EACH	3	\$ 400.00	\$ 1,200.00
26	642	CROSSWALK LINE REMOVED	FT	391	\$ 12.00	\$ 4,692.00
27	642	STOP LINE REMOVED	FT	77	\$ 15.00	\$ 1,155.00
28	642	CENTERLINE DOUBLE-SOLID REMOVED	FT	8	\$ 50.00	\$ 400.00
29	642	CROSSWALK LINE	FT	468	\$ 4.00	\$ 1,872.00
30	642	CROSSWALK LINE	FT	80	\$ 5.00	\$ 400.00
31	642	STOP LINE	FT	8	\$ 25.00	\$ 200.00
31	642	CENTERLINE DOUBLE SOLID	FT	8	\$ 25.00	\$ 200.00
TRAFFIC CONTROL SUBTOTALS = \$						9,919.00
LANDSCAPE & BIORETENTION						
32	661	CAREX VULPINOIDEA, FOX SEDGE	EACH	471	\$ 24.00	\$ 11,304.00
33	661	HEMEROCALLIS 'GOING BANANAS', DAYLILY	EACH	419	\$ 19.00	\$ 7,961.00
34	661	IRIS VERSICOLOR, BLUE FLAG	EACH	202	\$ 19.00	\$ 3,838.00
35	661	IRIS VERSICOLOR, BLUE FLAG	EACH	67	\$ 19.00	\$ 1,273.00
35	661	SYMPHYOTRICHUM NOVA-ANGLIAE 'PURPLE DOME'	EACH	67	\$ 19.00	\$ 1,273.00
36	662	LANDSCAPE WATERING	MGAL	5	\$ 250.00	\$ 1,250.00
37	SPECIAL	BIORETENITON AREA A	EACH	1	\$ 31,000.00	\$ 31,000.00
38	SPECIAL	BIORETENITON AREA C	EACH	1	\$ 11,000.00	\$ 11,000.00
39	SPECIAL	BIORETENITON AREA B	EACH	1	\$ 9,000.00	\$ 9,000.00
LANDSCAPE & BIORETENTION SUBTOTALS = \$						76,626.00
INCIDENTALS						
40	614	MAINTAINING TRAFFIC, AS PER PLAN	LUMP	1	\$ 36,500.00	\$ 36,500.00
41	SPECIAL	CONTINGENCY ALLOWANCE	LUMP	1	\$ 15,000.00	\$ 15,000.00
42	SPECIAL	PROJECT DVD RECORDING	LUMP	1	\$ 1,000.00	\$ 1,000.00
INCIDENTALS SUBTOTALS = \$						52,500.00
BID TOTAL = \$						297,774.00

REF NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE ESTIMATED DOLLARS CTS	TOTAL PROJECT AMOUNT EST. DOLLARS CTS
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EXECUTED AT SOUTH EUCLID, OHIO THIS 26TH DAY OF AUGUST, 2022

BY: 
 (SIGN IN INK)

TITLE: PRESIDENT
 (OWNER, PARTNER, OR CORPORATE OFFICER)

VENDOR (PLEASE FILL IN):

C. A. AGRESTA CONSTRUCTION COMPANY
 NAME

216-382-2525
 PHONE NO

4186 GREENVALE RD
 ADDRESS

216-382-7678
 FAX NO

SOUTH EUCLID, OH 44121
 CITY, STATE AND ZIP CODE

agresta@sbcglobal.net
 EMAIL

**Agreement Relative to Separate Consideration for
Incorporation of Tangible Personal Property**

The undersigned, a bidder on the above described project, hereby agrees that the contract to be entered into in the event its bid is accepted for the above described project, is "a construction contract pursuant to which tangible personal property is or is to be incorporated into a structure or improvement on and becoming a part of real property" and Contractor further agrees that "the consideration for such incorporation" is agreed upon "separately from the consideration for the performance of the other obligations of such construction contract, and that such "incorporation" shall constitute a sale of such tangible personal property to the CITY OF UNIVERSITY HEIGHTS, OHIO as provided in Section 5739.01 et. seq. of the Revised Code of Ohio.

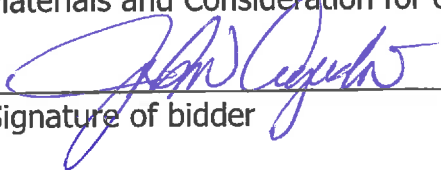
It is further agreed and understood that this agreement shall, for the purposes of said laws above mentioned, be considered as a part of the bid or offer of the undersigned and if the CITY OF UNIVERSITY HEIGHTS, OHIO should award the contract to the undersigned, that this agreement shall be and hereby is made a part of the bid and/or contract of the undersigned for the purposes of the said laws.

For the purpose of the said section of the Revised Code above mentioned, the consideration to be paid for the performance of the contract of the above described project is divided, as follows:

- 1. CONSIDERATION FOR MATERIALS (MATERIAL incorporated into a structure or improvement on and becoming a part of real property)
\$ 148,887.00

- 2. CONSIDERATION FOR OTHER OBLIGATIONS (For other obligations of such construction contract)
\$ 148,887.00

The figure set down as the total must correspond with the total set down in the bid which accompanies this supplemental agreement, and the bidder in submitting this figure shall be subject to the same rules and regulations with respect to mistakes in extensions and additions as are provided in the case of totals set forth by the bidder in his bid; namely, that mistakes in additions or extensions will be corrected and the totals corrected accordingly, but the same proportion will be maintained in the division above set forth between the Consideration for Materials and Consideration for other Obligations.



Signature of bidder

NON-COLLUSION AFFIDAVIT

This affidavit is to be filled in and executed by the bidder. If the bid is made by a Corporation, then it shall be executed by its Chief Executive Officer; if by a Partnership or LLC, by its Managing General Partner or Managing Member.

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

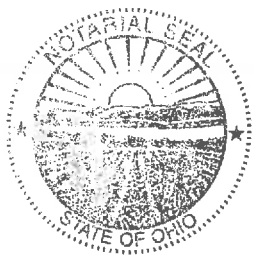
JOHN AGRESTA
PRESIDENT C.A. AGRESTA CONSTRUCTION CO. being first duly
sworn, deposes and says that JOHN AGRESTA residing at MAYFIELD, OH
and JOHN A. AGRESTA residing at MAYFIELD VILLAGE, OH and _____
residing at _____ (is)(are) the only person(s) interested with (him)
(them) in the delivery of the materials quoted upon or the services performed under
these specifications; that the said quotation is made without any connection or common
interest in the profits with any other persons making any quotations or proposal for the
said work; that the said contract is on (his) (their) part in all respects fair and without
collusion or fraud; and also that no head of any department or any employee therein;
or any officer of the CITY OF UNIVERSITY HEIGHTS, OHIO has any direct or indirect
interest therein.



Signature

Sworn to and subscribed in my presence this 26TH day of AUGUST, 2022

(Notary Seal)



DINA M CONNOLE
Notary Public
In and for the State of Ohio
My Commission Expires
March 03, 2024

Dina M Connole

Notary Public

STATEMENT REGARDING PERSONAL PROPERTY TAXES

I, JOHN AGRESTA, PRESIDENT
(Name) (Owner,
President, Etc.)

of C.A. AGRESTA CONSTRUCTION COMPANY do hereby certify that this firm or
person
IS NOT delinquent in the filing and/or payment of personal property taxes in
(insert is or is not) Cuyahoga County.

(If the answer is in the affirmative, please submit a statement listing the year or years
of delinquency and the amounts).

Signed *John Agresta*

Name of Firm C.A. AGRESTA CONSTRUCTION CO.

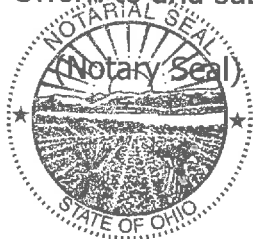
Address 4186 GREENVALE ROAD

SOUTH EUCLID OH 44121

Telephone 216-382-2525

State of Ohio)
) SS
County of Cuyahoga)

Sworn to and subscribed in my presence this 26TH day of AUGUST, 2022



DINA M CONNOLES
Notary Public
In and for the State of Ohio
My Commission Expires
March 03, 2024

Dina M Connoles
Notary Public

Note: Statement Regarding Personal Property Taxes in Cuyahoga County.

If the business is not located in Cuyahoga County, please add a brief explanation
to the above statement to the effect that no taxes are owned to Cuyahoga
County (if such is the case), or to the County in which the business is located.

FINDINGS FOR RECOVERY CERTIFICATION

I am aware that Ohio law, under certain circumstances, prohibits a political subdivision from awarding a contract for goods, services or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. I hereby certify that an unresolved finding for recovery has not been issued against ~~C.A. Agresta Construction~~ Company.


SIGNATURE

JOHN AGRESTA
PRINTED NAME

PRESIDENT
TITLE

8-26-22
DATE

**INFORMATION SHOWING QUALIFICATIONS
OF BIDDER**

The undersigned states that the names and addresses of persons interested as principals in this proposal are as follows: If a partnership, LLC or corporation, give the names and addresses of all partners, members or officers:

<u>JOHN AGRESTA</u>	<u>JOHN A. AGRESTA</u>
<u>PRES. & SECY</u>	<u>VICE PRES. & TREASURER</u>
<u>2068 LANDER RD</u>	<u>6498 FOXBORO DR</u>
<u>MAYFIELD HTS OH 44124</u>	<u>MAYFIELD VILLAGE OH 44143</u>

If bidder is a corporation or LCC, bidder states that the name of state in which incorporated or constituted and the date of said incorporation or constitution is:

STATE OF OHIO 3-1-1953

The undersigned states that they are citizen(s) of the United States and that all the partners, officers, or principals interested herein are citizens of the United States, except: (Give full name and addresses):

N/A

The undersigned offers the following information relative to the facilities, ability and financial resources available for the fulfillment of the Contract if such be awarded to him.

FACILITIES: That he or they own and have available for immediate use on the proposed work the following plant and equipment:

SEE ATTACHED

THE C. A. AGRESTA CONSTRUCTION CO.

EXCAVATING AND PAVING CONTRACTORS

4186 GREENVALE ROAD

SOUTH EUCLID, OHIO 44121

FACILITIES:

Gradalls, Backhoes, Front End Loaders, Bulldozers, Grader, Pavement Breakers. Concrete Saws, Curb Machine, Slip Form Pavers, Subgrade Trimmer, Crack Sealing Machines, Hydraulic Excavators.

ABILITY:

2021

- 2021 Macedonia Road Program; \$183,705; City of Macedonia; Subcontractor to Specialized Construction
- Ashcroft Neighborhood Improvements; \$1,247,740; City of Mayfield Heights; GPD Group
- 2021 Concrete Road Program; \$325,632; Village of Orange; Stephen Hovancsek & Associates
- Repair & Resurfacing of Various City Streets; \$326,275; Richmond Heights; Subcontractor to Specialized Construction
- Municipal Rear Parking Lot ARPA; \$307,994; City of South Euclid; Subcontractor to Leopardo Companies, Inc.
- 2021 Road Resurfacing Program; \$618,060; City of South Euclid; Stephen Hovancsek & Associates
- Kensington & Ridgetop Repairs Phase 2; \$407,764; Twinsburg Township; OHM Advisors
- 2021 Road Program; \$737,144; City of Warrensville Heights; GPD Group

2020

- Creekside Trail Rehabilitation; \$624,687; City of Solon; City of Solon Engineering Department
- LAK -Erie Street Reconstruction- PID 109310; \$484,744; City of Willoughby; CT Consultants & ODOT
- Antenucci Sidewalk Phase I; \$110,700; City of Garfield Heights; OHM Advisors
- Golden Link Boulevard Access Drive; \$303,544; City of Macedonia; Chagrin Valley Engineering
- Repair & Resurfacing of Various City Streets; \$153,670; Richmond Heights; Subcontractor to Specialized Construction
- Community Park Swale Retrofit; \$34,716; City of Richmond Heights; The C.W. Courtney Company
- 2020 Catch Basin Repair Program; \$47,360; Village of Sagamore Hills; Summit County Engineer
- 2020 Road Resurfacing Program; \$609,953; City of South Euclid; Stephen Hovancsek & Associates
- 2020 Macedonia Road Program; \$110,011; City of Macedonia; Subcontractor to Specialized Construction
- 2020 Concrete Program; \$104,670; Village of Walton Hills; Chagrin Valley Engineering

2019

- 2019 Street Maintenance & Repair; \$81,989; City of Chardon; Subcontractor to Burton Scot Contractors LLC
- 2019 Concrete Road Maintenance & Repairs; \$51,215,045; Independence; City of Independence Engineering Dept.
- Kersdale Stormwater Improvements; \$299,508; City of Pepper Pike; Chagrin Valley Engineering
- Lee-Libby Pocket Park Permeable Paver Installation; \$78,676; Maple Heights; Chagrin Valley Engineering
- Thornapple Drive Emergency Pavement & Catch Basin Repair; \$34,704; Mayfield Village; Stephen Hovancsek & Associates
- Harvard Avenue West Gateway Project; \$93,354; Village of Newburgh Heights; OHM Advisors
- 2019 Concrete Repair Program; \$131,876; Orange Village; Stephen Hovancsek & Associates
- ODOT Project #190044- SR 175; \$261,233; Richmond Heights; Subcontractor to Burton Scot Contractors LLC
- 2019 Concrete Street Repair Program; \$244,530; South Euclid; Stephen Hovancsek & Associates
- Repair & Resurfacing of Various City Streets; \$130,194; Richmond Heights; Subcontractor to Specialized Construction
- University Heights TICI PID 105223; \$260,704; University Heights; CTL Engineering, Inc.
- Northfield Rd. & Alexander Rd. Intersection; \$753,704; Walton Hills; Chagrin Valley Engineering
- Green Ridge Drive Storm Sewer & Pavement Improvement; \$507,974; Wickliffe; CT Consultants, Inc.

2018

- Olmsted Township TICI Fitch Road & Cook Road Sidewalk Project; \$319,204; Cuyahoga County Dept. of Public Works
- 2018 Road Program – Highland Heights; \$1,217,591; Stephen Hovancsek & Associates
- East 55th Street Resurfacing – Village of Newburgh Heights; \$156,059; OHM Advisors
- Repair & Resurfacing of City Streets – Richmond Heights; \$185,228; The C.W. Courtney Company
- 2018 Manhole Separation Project – South Euclid; \$336,834; Stephen Hovancsek & Associates
- 2018 Resurfacing Program – South Euclid; \$442,729; Stephen Hovancsek & Associates
- Silsby Road Resurfacing – University Heights; \$325,426; GPD Group
- Reconstruction of Twin Acre Court – Moreland Hills; \$249,665; Chagrin Valley Engineering
- Brainard Road Improvement Project Phase II – Village of Woodmere; \$365,110; Chagrin Valley Engineering
- Brooklyn Heights Park Upgrades – Brooklyn Heights; \$49,960; Chagrin Valley Engineering
- Valley View Village Hall Pavement Improvements – Valley View; \$73,965; Subcontractor to Carron Asphalt Paving Co.

FINANCIAL RESOURCES:

PNC Bank – Mayfield, Ohio
Bridget Phelan

FEDERAL IDENTIFICATION NUMBER: 34-0753810

AN EQUAL OPPORTUNITY EMPLOYER

ABILITY: That he or they have performed the following work: (Give location, kind, size or cost, and reference to name and address of client and engineer).

SEE PREVIOUS PAGE.

FINANCIAL RESOURCES: That information relative to his or their financial resources can and may be obtained from the following: (Give name, business and address):

SEE PREVIOUS PAGE.

Signature of Bidder

LISTING OF SUBCONTRACTORS

The undersigned offers the following information relative to the subcontractors it intends to employ on this contract if such is awarded. The items and specific amounts of work assigned to each listed subcontract shall also be outlined. Duplicate this sheet as needed.

1. Name of Subcontractor: TRAFTECH INC
Address: 7000 HUBBARD AVE.
City CLEVELAND State: OHIO Telephone: 216-361-8808
Description and/or Items of Work: SIGNS AND STRIPING
Amount: \$ 9,911.00 Percent (%) of Contract: 3.3%

2. Name of Subcontractor: DOWN TO EARTH LANDSCAPING
Address: 12750 BROADWAY AVE
City GARFIELD HEIGHTS State: OHIO Telephone: 216-518-1804
Description and/or Items of Work: LANDSCAPE, SEEDING + MULCHING
Amount: \$ 22,727.00 Percent (%) of Contract: 7.6%

3. Name of Subcontractor: _____
Address: _____
City _____ State: _____ Telephone: _____
Description and/or Items of Work: _____
Amount: \$ _____ Percent (%) of Contract: _____

4. Name of Subcontractor: _____
Address: _____
City _____ State: _____ Telephone: _____
Description and/or Items of Work: _____
Amount: \$ _____ Percent (%) of Contract: _____

Signature of Bidder:
Bidder: C.A. AIRESTA CONSTRUCTION CO.
By: [Signature]
Title: PRESIDENT

UNIVERSITY HEIGHTS
D/W/M BUSINESS ENTERPRISE PARTICIPATION REPORT

PROJECT TITLE: WASHINGTON, SILSBY & SAYBROOK INTERSECTION MODIFICATIONS

PROJECT GROSS AMOUNT: \$ 297,774.00

D/W/MBE INFORMATION:

Name: _____

Address: _____

NONE.

City: _____

E-Mail: _____

Phone Number: _____

Trade: _____

Amount of Bid Award: _____

D/W/MBE INFORMATION:

Name: _____

Address: _____

City: _____

E-Mail: _____

Phone Number: _____

Trade: _____

Amount of Bid Award: _____

UNIVERSITY HEIGHTS
D/W/M BUSINESS ENTERPRISE PARTICIPATION REPORT

Phone Number: _____

Trade: _____

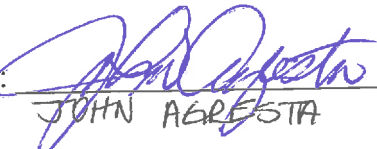
Amount of Bid Award: _____

IN THE EVENT THAT THERE ARE NO D/W/MBE'S WORKING ON THE PROJECT,
PROVIDE NARRATIVE EXPLANATION:

WE DID NOT RECEIVE ANY QUOTES
FROM UNIVERSITY HEIGHTS D/W/M
BUSINESS ENTERPRISES.

IN WITNESS WHEREOF, the undersigned has set their hand this 26TH day of
AUGUST, 2022

CONTRACTOR NAME: C.A. AGRESTA CONSTRUCTION CO.

By: 
JOHN AGRESTA

Its: PRESIDENT

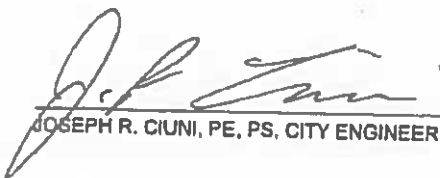
Current Conditions

Co. 64 Maps

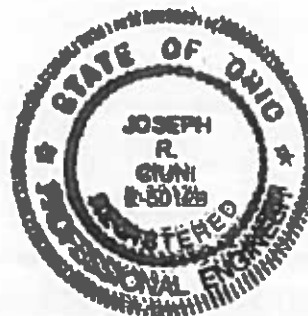


WASHINGTON BOULEVARD/SILSBY ROAD/SAYBROOK ROAD - INTERSECTION IMPROVEMENTS
 CITY OF UNIVERSITY HEIGHTS
 PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COST
 10/11/2019

REF NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE ESTIMATED DOLLARS CTS	TOTAL PROJECT AMOUNT EST. DOLLARS CTS
ROADWAY						
1	202	PAVEMENT REMOVED, INCLUDING SAWCUT	SF	500	\$ 12.00	\$ 9,800.00
2	202	PAVEMENT REMOVED (APRONS)	SF	410	\$ 4.00	\$ 1,640.00
3	202	WALK REMOVED	SF	730	\$ 4.00	\$ 2,920.00
4	202	CURB REMOVED	FT	590	\$ 5.00	\$ 2,950.00
5	202	CATCH BASIN REMOVED	EACH	1	\$ 500.00	\$ 500.00
6	203	EXCAVATION/EMBANKMENT	LUMP	1	\$ 5,000.00	\$ 5,000.00
7	608	4 INCH CONCRETE WALK, CLASS QC MS, FIBER REINFORCED	SF	2035	\$ 6.00	\$ 12,210.00
8	608	CURB RAMP	EACH	8	\$ 500.00	\$ 4,000.00
ROADWAY SUBTOTAL =						\$ 38,820.00
EROSION CONTROL						
8	801	BIORETENTION CELL	LUMP	1	\$ 20,000.00	\$ 20,000.00
9	859	SEEDING AND MULCHING	LUMP	1	\$ 2,000.00	\$ 2,000.00
10	832	EROSION CONTROL	LUMP	1	\$ 1,000.00	\$ 1,000.00
EROSION CONTROL SUBTOTAL =						\$ 23,000.00
DRAINAGE						
11	805	8 INCH SHALLOW PIPE UNDERDRAIN	FT	740	\$ 10.00	\$ 7,400.00
12	811	CATCH BASIN, CUYAHOGA COUNTY 3C	EACH	1	\$ 2,000.00	\$ 2,000.00
13	811	12 INCH CONDUIT, TYPE B	FT	10	\$ 100.00	\$ 1,000.00
DRAINAGE SUBTOTAL =						\$ 10,400.00
PAVEMENT						
14	255	FULL DEPTH PAVEMENT REPAIR	SY	170	\$ 85.00	\$ 14,450.00
15	451	FIBER REINFORCED CONCRETE APRON, CLASS QC MS, 6 INCH	SF	850	\$ 8.00	\$ 6,800.00
16	609	CURB, TYPE 6	FT	740	\$ 35.00	\$ 25,900.00
PAVEMENT SUBTOTAL =						\$ 47,150.00
WATERWORKS						
17	638	WATER VALVE ADJUSTED TO GRADE	EACH	2	\$ 500.00	\$ 1,000.00
WATERWORKS SUBTOTAL =						\$ 1,000.00
MISCELLANEOUS						
18	814	MAINTAINING TRAFFIC, AS PER PLAN	LUMP	1	\$ 5,000.00	\$ 5,000.00
19	842	PAVEMENT MARKINGS AND SIGNAGE	LUMP	1	\$ 5,000.00	\$ 5,000.00
20	SPECIAL	PROJECT DVD RECORDING	LUMP	1	\$ 1,000.00	\$ 1,000.00
MISCELLANEOUS SUBTOTAL =						\$ 11,000.00
PROJECT SUBTOTAL =						\$ 131,370.00
20% OF SUBTOTAL (CONTINGENCY) =						\$ 26,274.00
ENGINEERING =						\$ 12,000.00
TOTAL ESTIMATED =						\$ 169,644.00


 JOSEPH R. CIUNI, PE, PS, CITY ENGINEER

10/11/2019
 DATE



In providing opinions of probable cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's opinions of probable costs are made on the basis of the Consultant's professional judgement and experience. The Consultant makes no warranty, expressed or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's opinion of probable cost.

Mayor Michael Dylan Brennan
mdb@universityheights.com
216.932.7800 x222

December 6, 2019

NAME
ADDRESS
University Heights, OH 44118

RE: Washington Boulevard, Silsby Road Intersection Improvements

Dear NAME,

I am writing to inform you of a development the City has been working on since October. The City is proposing improvements to the intersection of Washington Boulevard and Silsby Road that will reduce the size of the intersection, the distance pedestrians must travel when using a crosswalk, and the amount of stormwater runoff flowing into our aging stormwater sewer system. A conceptual drawing of the intersection improvements is included with this letter. To help make this project a reality in 2020, the City is seeking grant funding from the Northeast Ohio Regional Sewer District (NEORSB).

The proposed intersection improvements would remove approximately 4,000 square feet of asphalt by bumping out the curbs and tightening up the intersection to make shorter crossings for pedestrians and make it easier for motorists to see pedestrians and other motorists entering the intersection. The asphalt removed to create the curb bump outs would be replaced by grass and plantings that will capture rainwater rather than flowing into the storm sewers.

As you are one of the adjacent property owners to the intersection, I want you to be among the first to hear of this great project proposal, and avail myself and/or my staff to addressing any questions you may have.

If the City is awarded grant funding, we anticipate construction will commence in Spring 2020. Prior to any construction commencing, you would receive additional information about the construction timeline. You are also able to see project updates on the City's website at www.universityheights.com/washington2020.

Sincerely yours,

Michael Dylan Brennan
Mayor

MD8/pgm

[FOR NEORS D USE]

CONTRACT NO.

**NORTHEAST OHIO REGIONAL SEWER
DISTRICT**

WITH

CITY OF UNIVERSITY HEIGHTS

FOR

**COMMUNITY COST-SHARE PROJECT:
WASHINGTON-SILSBY INTERSECTION
IMPROVEMENTS**

Total Approximate Cost: \$170,644.00

CERTIFICATION

It is hereby certified that the amount required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the Treasury or in process of collection to the credit of the fund free from any obligation or certification now outstanding.



CHIEF FINANCIAL OFFICER

01/14/2020

Date

The legal form and correctness of the within instrument are hereby approved.



CHIEF LEGAL OFFICER

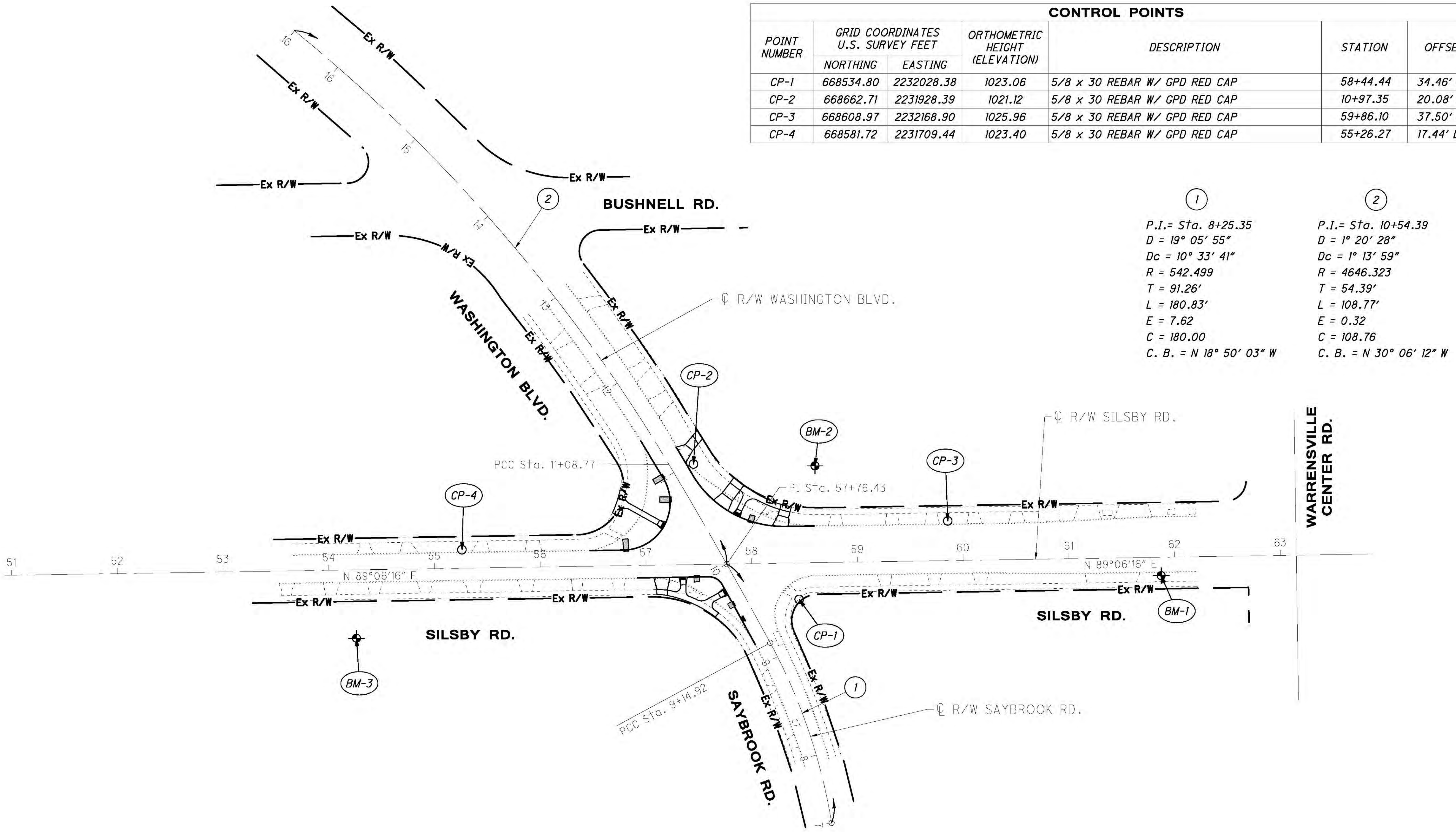
01/14/2020

Date

NOTE:
SEE SURVEYING PARAMETERS NOTE IN THE GENERAL
NOTES ON SHEET 6 FOR PROJECT CONTROL INFORMATION.

BENCHMARKS						
POINT NUMBER	GRID COORDINATES U.S. SURVEY FEET		ORTHOMETRIC HEIGHT (ELEVATION)	DESCRIPTION	STATION	OFFSET
	NORTHING	EASTING				
BM-1	668557.26	2232370.68	1032.62	TOP SW BOLT ON OVERHEADSIGN SUPPORT	61+87.05	17.36' RT.
BM-2	668661.10	2232043.30	1025.50	SE CORNER 1ST STONE STEP HN3945 WASHINGTON	58+61.33	91.59' LT.
BM-3	668498.04	2231609.69	1026.27	NE CORNER 1ST STONE STEP HN3906 SILSBY	54+25.23	64.68' RT.

CONTROL POINTS						
POINT NUMBER	GRID COORDINATES U.S. SURVEY FEET		ORTHOMETRIC HEIGHT (ELEVATION)	DESCRIPTION	STATION	OFFSET
	NORTHING	EASTING				
CP-1	668534.80	2232028.38	1023.06	5/8 x 30 REBAR W/ GPD RED CAP	58+44.44	34.46' RT.
CP-2	668662.71	2231928.39	1021.12	5/8 x 30 REBAR W/ GPD RED CAP	10+97.35	20.08' RT.
CP-3	668608.97	2232168.90	1025.96	5/8 x 30 REBAR W/ GPD RED CAP	59+86.10	37.50' LT.
CP-4	668581.72	2231709.44	1023.40	5/8 x 30 REBAR W/ GPD RED CAP	55+26.27	17.44' LT.

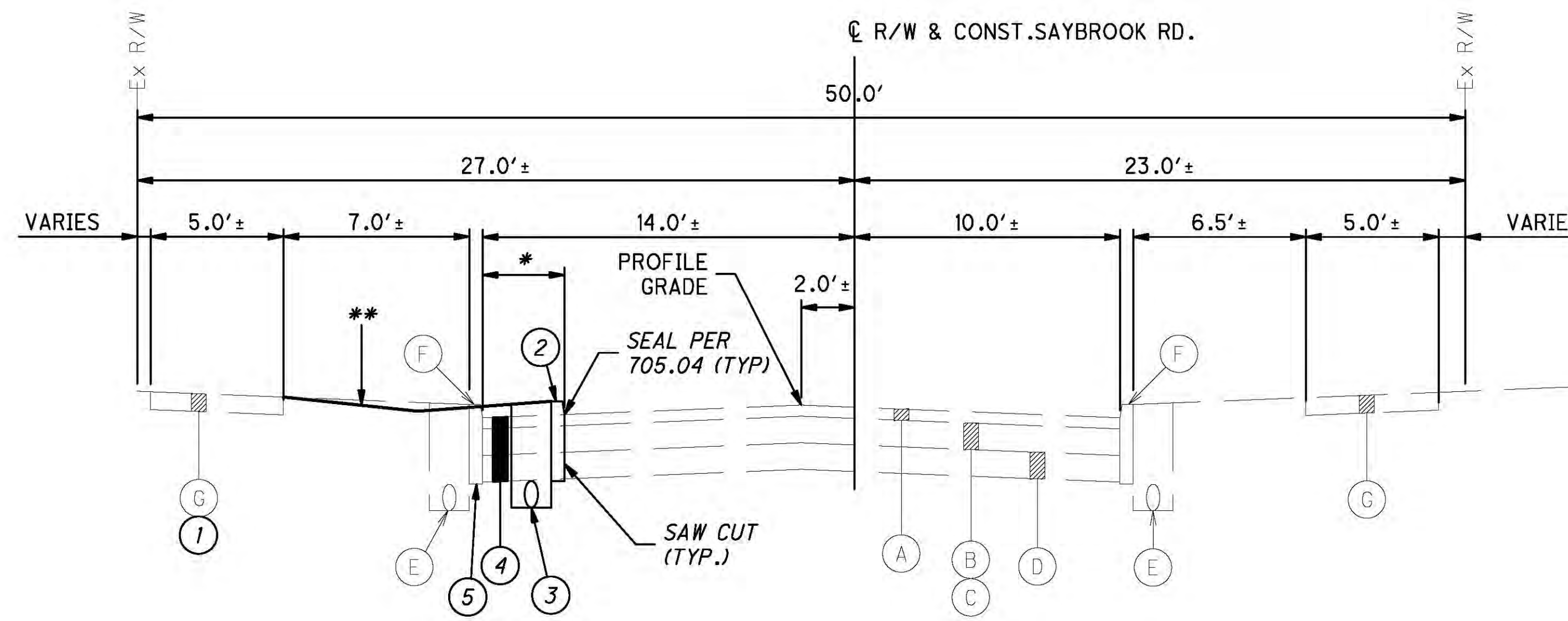


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CALCULATED ERS CHECKED NJF
SCHEMATIC PLAN
INTERSECTION MODIFICATIONS
 2
 25

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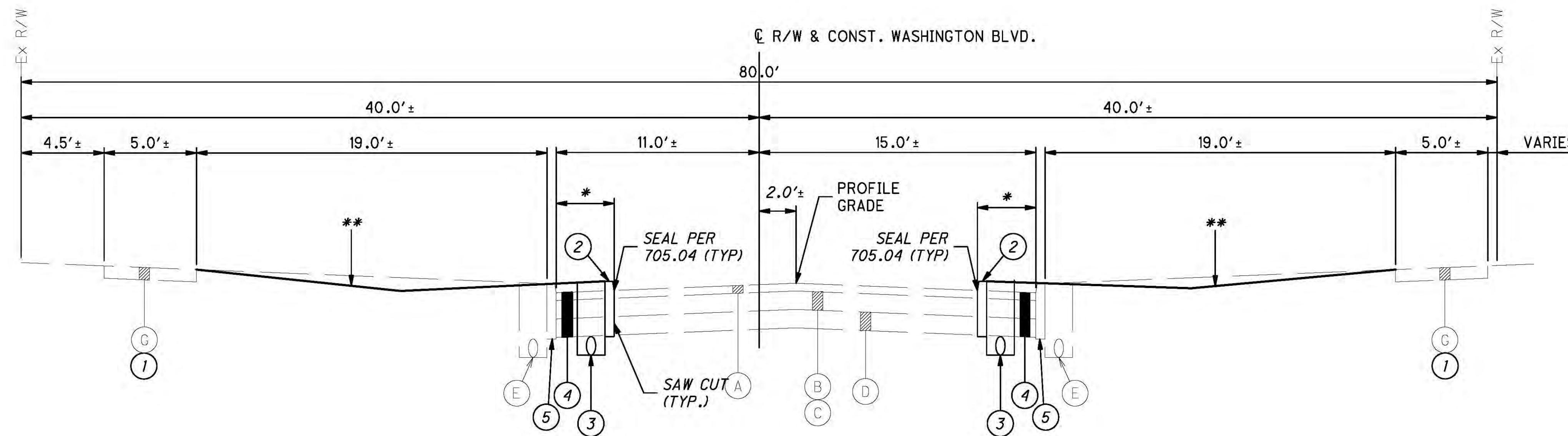


SAYBROOK RD. - EXISTING TYPICAL SECTION

* VARIES - SEE PLAN
 ** SEE LANDSCAPING PLAN

PROPOSED LEGEND

- ① ITEM 608 - 4" CONCRETE WALK, AS PER PLAN
- ② ITEM 609 - CURB, TYPE 6, AS PER PLAN
- ③ ITEM 605 - 6" UNCLASSIFIED PIPE UNDERDRAINS AS PER PLAN
- ④ ITEM 202 - PAVEMENT REMOVED, AS PER PLAN
- ⑤ ITEM 202 - CURB REMOVED



WASHINGTON BLVD. - EXISTING TYPICAL SECTION

* VARIES - SEE PLAN
 ** SEE LANDSCAPING PLAN

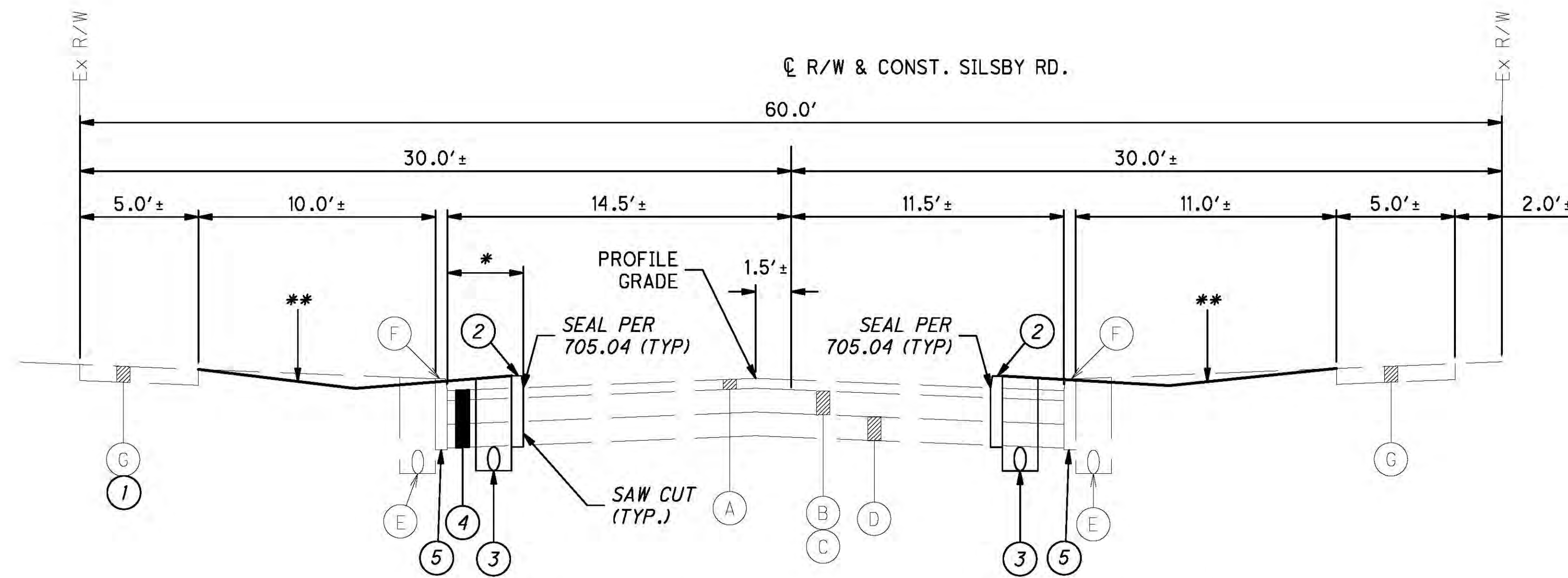
EXISTING LEGEND

- Ⓐ EXIST. ASPHALT CONCRETE
- Ⓑ EXIST. BRICK (IF PRESENT)
- Ⓒ EXIST. ASPHALT CONCRETE BASE
- Ⓓ EXIST. AGGREGATE BASE
- Ⓔ EXIST. UNDERDRAIN (IF PRESENT)
- Ⓕ EXIST. CONCRETE/GRANITE/SANDSTONE CURB
- Ⓖ EXIST. CONCRETE WALK

TYPICAL SECTIONS

INTERSECTION MODIFICATIONS

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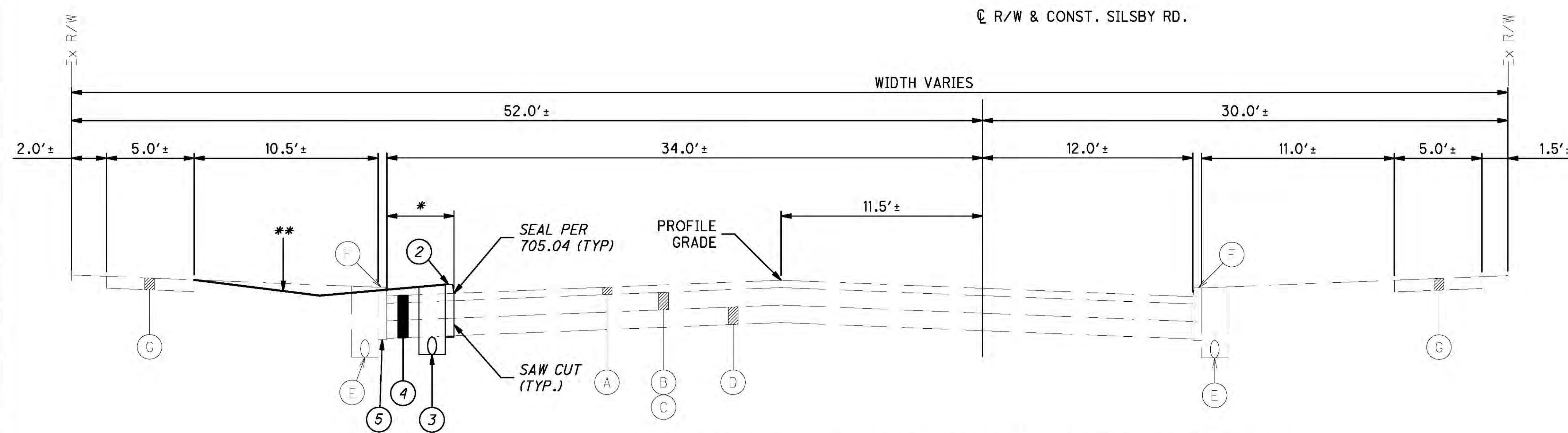


SILSBY RD. - EXISTING TYPICAL SECTION (WEST SIDE)

* VARIES - SEE PLAN
 ** SEE LANDSCAPING PLAN

PROPOSED LEGEND

- ① ITEM 608 - 4" CONCRETE WALK, AS PER PLAN
- ② ITEM 609 - CURB, TYPE 6, AS PER PLAN
- ③ ITEM 605 - 6" UNCLASSIFIED PIPE UNDERDRAINS AS PER PLAN
- ④ ITEM 202 - PAVEMENT REMOVED, AS PER PLAN
- ⑤ ITEM 202 - CURB REMOVED



SILSBY RD. - EXISTING TYPICAL SECTION (EAST SIDE)

* VARIES - SEE PLAN
 ** SEE LANDSCAPING PLAN

EXISTING LEGEND

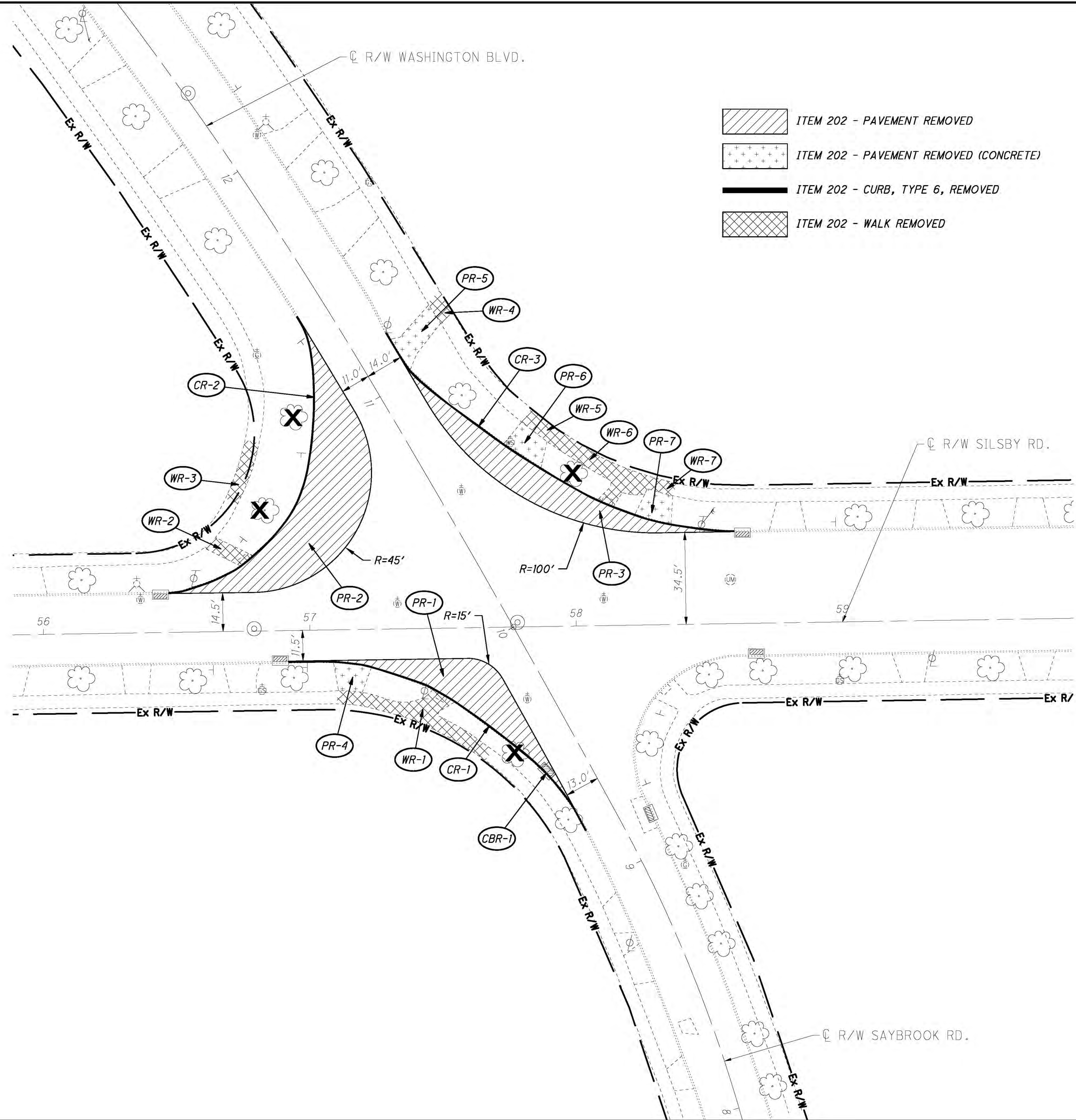
- Ⓐ EXIST. ASPHALT CONCRETE
- Ⓑ EXIST. BRICK (IF PRESENT)
- Ⓒ EXIST. ASPHALT CONCRETE BASE
- Ⓓ EXIST. AGGREGATE BASE
- Ⓔ EXIST. UNDERDRAIN (IF PRESENT)
- Ⓕ EXIST. CONCRETE/GRANITE/SANDSTONE CURB
- Ⓖ EXIST. CONCRETE WALK

TYPICAL SECTIONS

INTERSECTION MODIFICATIONS

NOTE:
FOR SURVEY CONTROL, SEE SCHEMATIC
PLAN SHEET 2.

ITEM	202	202	202	202	202
	PAVEMENT REMOVED, AS PER PLAN	PAVEMENT REMOVED (CONCRETE)	CURB, TYPE 6, REMOVED	WALK REMOVED	CATCH BASIN REMOVED
UNIT	S.Y.	S.Y.	FT.	S.F.	EACH
PR-1	100				
PR-2	222				
PR-3	115				
PR-4		13			
PR-5		20			
PR-6		16			
PR-7		14			
CR-1			135		
CR-2			133		
CR-3			156		
WR-1				392	
WR-2				83	
WR-3				126	
WR-4				57	
WR-5				76	
WR-6				317	
WR-7				48	
CBR-1					1
TOTAL	437	63	424	1099	1



CALCULATED
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 CHECKED
 NJF

0 20 40
 HORIZONTAL
 SCALE IN FEET

DEMOLITION PLAN

INTERSECTION
MODIFICATIONS

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GENERAL

CONSTRUCTION SPECIFICATIONS

UNLESS MODIFIED BY THE PROJECT SPECIFICATIONS, PLAN NOTES, PLAN DETAILS OR ORDINANCES OF THE CITY OF UNIVERSITY HEIGHTS, ROADWAY WORK CONSTRUCTION MATERIALS AND PROCEDURES SHALL BE IN ACCORDANCE WITH THE 2016 EDITION OF THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION (ODOT), CONSTRUCTION AND MATERIAL SPECIFICATIONS (CMS). IF CONFLICTS OCCUR, THE CITY ENGINEER SHALL DETERMINE THE GOVERNING AUTHORITY.

THE STATE OF OHIO DOT CMS (2019) SHALL BE INCORPORATED BY REFERENCE IN THE CONTRACT DOCUMENTS AND SHALL GOVERN THIS PROJECT EXCEPT AS MODIFIED HEREIN BY SPECIFICATIONS, PLAN NOTES, DETAILS OR AS DESIGNATED BY THE CITY OF UNIVERSITY HEIGHTS.

COPIES OF THE ODOT CMS MAY BE PURCHASED BY CONTACTING:

ODOT
OFFICE OF CONTRACTS
P.O. BOX 899
COLUMBUS, OH 43216-0899
TELEPHONE: 614-466-3778 OR 466-3200

THE CONTRACTOR SHALL KEEP A COPY OF THE 2019 CMS ON SITE.

THE LATEST EDITION OF THE "AMERICAN SOCIETY OF TESTING MATERIALS" MANUAL, INCLUDING ALL GENERAL PROVISIONS CONTAINED THEREIN, SHALL BE INCLUDED IN THIS PROJECT UNLESS SPECIFICALLY AMENDED HEREINAFTER. ALL REFERENCES TO "A.S.T.M." OR "ASTM" SPECIFICATIONS SHOWN HEREIN REFER TO ITEMS IN SAID SPECIFICATIONS.

THE WORK CONTEMPLATED UNDER THE CONTRACT FOR "HARVARD ROAD IMPROVEMENTS" SHALL INCLUDE THE FURNISHING OF ALL MATERIAL, LABOR, SUPERINTENDENCE, TOOLS, AND SERVICES FOR AND INCIDENTAL TO THE IMPROVEMENTS PROPOSED BY THIS CONTRACT AS SPECIFIED HEREIN.

UTILITIES

LISTED BELOW ARE ALL UTILITIES LOCATED WITHIN THE PROJECT CONSTRUCTION LIMITS TOGETHER WITH THEIR RESPECTIVE OWNERS:

CEI FIRST ENERGY AT&T
6896 MILLER RD., SUITE 110 13630 LORAIN AVE., 2ND FLR.
BRECKSVILLE, OHIO 44141 CLEVELAND, OHIO 44111
(440) 546-8738 (216) 476-6142
ATTN. TED RADER ATTN. JAMES JANIS

CHARTER COMMUNICATIONS DOMINION ENERGY
7 SEVERENCE CIRCLE 320 SPRINGSIDE, SUITE 320
CLEVELAND HTS., OHIO 44118 AKRON, OHIO 44333
(216) 575-8016 (330) 664-2409
ATTN. LOU RUBERTINO ATTN. BRYAN DAYTON

CLEVELAND WATER DEPT. VERIZON
1201 LAKESIDE AVE., 6TH FLR. 120 RAVINE ST.
CLEVELAND, OHIO 44114 AKRON, OHIO 44303
(216) 664-2444 X75590 (330) 253-8267
ATTN. FRED ROBERTS ATTN. AL GUEST

THE LOCATION OF THE UNDERGROUND UTILITIES SHOWN ON THE PLANS ARE AS OBTAINED FROM THE OWNERS AS REQUIRED BY SECTION 153.64 O.R.C.

DOMINION ENERGY OHIO

IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THE LATERAL AND SUBJACENT SUPPORT OF DOMINION ENERGY'S PIPELINE(S), IN COMPLIANCE TO 29 CFR, PART 1926, SUBPART P, (SAFE EXCAVATION & SHORING). ONE-FOOT MINIMUM VERTICAL AND HORIZONTAL CLEARANCE MUST BE MAINTAINED BETWEEN DOMINION ENERGY OHIO'S (DEO) EXISTING PIPELINE(S) AND ALL OTHER IMPROVEMENTS. EXTREME CARE SHOULD BE TAKEN NOT TO HARM ANY DEO FACILITY (PIPELINES, ETC.) OR APPURTENANCE (PIPE COATING, TRACER WIRE, CATHODIC PROTECTION TEST STATION WIRES & DEVICES, VALVE BOXES, ETC.). DEO FACILITIES MUST BE PROTECTED WITH A TARP DURING BRIDGE CONSTRUCTION. THE CONTRACTOR WILL BE RESPONSIBLE AND LIABLE FOR ENSURING THAT ALL DEO EXISTING FACILITIES, ABOVE AND BELOW GROUND, REMAIN UNDAMAGED, ACCESSIBLE AND IN WORKING ORDER. THE CROSSING OF DEO'S PIPELINE WITH ANOTHER STEEL FACILITY MAY CREATE A POTENTIAL CORROSION ISSUE FOR THE PROPOSED FACILITY AND THE EXISTING DEO FACILITY. PLEASE CONTACT DOMINION ENERGY OHIO'S CORROSION DEPARTMENT: DAVE CUTLIP (330-266-2121), RICH McDONALD (330-266-2122), OR AL HUMRICHSEY (330-478-3757).

CONSTRUCTION NOISE

ACTIVITIES AND LAND USE ADJACENT TO THIS PROJECT MAY BE AFFECTED BY CONSTRUCTION NOISE. IN ORDER TO MINIMIZE ANY ADVERSE CONSTRUCTION NOISE IMPACTS, DO NOT OPERATE POWER-OPERATED CONSTRUCTION-TYPE DEVICES BETWEEN THE HOURS OF 8 A.M. AND 8 P.M. IN ADDITION, DO NOT OPERATE AT ANY TIME ANY DEVICE IN SUCH A MANNER THAT THE NOISE CREATED SUBSTANTIALLY EXCEEDS THE NOISE CUSTOMARILY AND NECESSARILY ATTENDANT TO THE REASONABLE AND EFFICIENT PERFORMANCE OF SUCH EQUIPMENT.

SURVEYING PARAMETERS

PRIMARY PROJECT CONTROL MONUMENTS GOVERN ALL POSITIONING ON ODOT PROJECTS. SEE SHEET 2 OF THE PLANS FOR A TABLE CONTAINING PROJECT CONTROL INFORMATION.

USE THE FOLLOWING PROJECT CONTROL, VERTICAL POSITIONING, AND HORIZONTAL POSITIONING PARAMETERS FOR ALL SURVEYING:

PROJECT CONTROL

POSITIONING METHOD: ODOT VRS
MONUMENT TYPE: 5/8" x 30" REBAR WITH RED "GPD" CAP

VERTICAL POSITIONING

ORTHOMETRIC HEIGHT DATUM: NAVD88
GEOID: 12B

HORIZONTAL POSITIONING

REFERENCE FRAME: NAD83(2011)
ELLIPSOID: GRS80
MAP PROJECTION: LAMBERT CONFORMAL CONIC
COORDINATE SYSTEM: OHIO STATE PLANE, NORTH ZONE, 3401

COMBINED SCALE FACTOR: 1.0000000000
ORIGIN OF COORDINATE SYSTEM: 0,0

USE THE POSITIONING METHODS AND MONUMENT TYPE USED IN THE ORIGINAL SURVEY TO RESTORE ALL MONUMENTS RELATED TO PRIMARY PROJECT CONTROL THAT ARE DAMAGED OR DESTROYED BY CONSTRUCTION ACTIVITIES. RESTORE THE DAMAGED OR DESTROYED MONUMENTS IN ACCORDANCE WITH CMS 623.

UNITS ARE IN U.S. SURVEY FEET.

EXISTING TYPICAL SECTIONS

EXISTING TYPICAL SECTIONS HAVE BEEN DEVELOPED FROM SITE MEASUREMENTS AND RECORD PLANS AND ARE BELIEVED TO REPRESENT THE WIDTH AND COMPOSITION OF THE EXISTING PAVEMENT, BUT THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OF SAME.

WORK LIMITS

THE WORK LIMITS SHOWN ON THESE PLANS ARE FOR PHYSICAL CONSTRUCTION ONLY. PROVIDE THE INSTALLATION AND OPERATION OF ALL WORK ZONE TRAFFIC CONTROL AND WORK ZONE TRAFFIC CONTROL DEVICES REQUIRED BY THESE PLANS WHETHER INSIDE OR OUTSIDE THESE WORK LIMITS.

COOPERATION BETWEEN CONTRACTORS

IT IS ANTICIPATED THAT OTHER CONTRACTORS WILL BE WORKING ON PROJECTS ADJACENT TO OR WITHIN THE LIMITS OF THIS PROJECT, EITHER FOR THE COUNTY OR FOR OTHER PUBLIC AGENCIES. THE CONTRACTOR SHALL COOPERATE AND COORDINATE HIS/HER OPERATIONS, INCLUDING PROVISIONS FOR THE MAINTENANCE OF TRAFFIC, WITH THE CONTRACTORS OF OTHER PROJECTS THAT MAY BE IN FORCE DURING THE LIFE OF THIS CONTRACT. THE CONTRACTOR'S ATTENTION IS SPECIFICALLY DRAWN TO SECTION 105.08 OF THE CUYAHOGA COUNTY ENGINEER'S GENERAL PROVISIONS. NO WAIVER OF ANY OF THE PROVISIONS OF SECTION 105.08 IS INTENDED.

PROTECTION OF RIGHT-OF-WAY LANDSCAPING

PRIOR TO BEGINNING WORK, THE CONTRACTOR, THE PROJECT ENGINEER, AND A REPRESENTATIVE OF THE MAINTAINING AGENCY WILL REVIEW AND RECORD ALL LANDSCAPING ITEMS WITHIN THE RIGHT-OF-WAY (BOTH WITHIN AND OUTSIDE THE CONSTRUCTION LIMITS). A RECORD OF THIS REVIEW WILL BE KEPT IN THE PROJECT ENGINEER'S FILES. PRIOR TO FINAL ACCEPTANCE, A FINAL REVIEW OF LANDSCAPING ITEMS WILL BE MADE.

CONSTRUCT ALL ACTIVITIES, EQUIPMENT STORAGE, AND STAGING TO WITHIN THE CONSTRUCTION LIMITS. UNLESS OTHERWISE IDENTIFIED IN THE PLANS OR PROPOSAL, THE CONSTRUCTION LIMITS ARE IDENTIFIED AS 30 FEET FROM THE EDGE OF PAVEMENT.

SUBMIT A WRITTEN REQUEST TO THE PROJECT ENGINEER TO USE ANY AREA OUTSIDE THESE LIMITS. THE DOCUMENT SUBMITTED MUST CLEARLY IDENTIFY THE AREA AND EXPLAIN THE PROPOSED USE AND RESTORATION OF THE AREA. EXCEPT AS INDICATED ON SHEET ----, USE OF THESE AREAS FOR DISPOSAL OF WASTE MATERIAL AND CONSTRUCTION DEBRIS, EXCAVATION OF BORROW MATERIAL AND PLACEMENT OF PORTABLE PLANTS IS PROHIBITED. THE REQUEST MUST BE APPROVED, IN WRITING, BEFORE THE CONTRACTOR HAS PERMISSION TO USE THE AREA.

ANY ITEMS DAMAGED BEYOND THE CONSTRUCTION LIMITS, AS DEFINED ABOVE, WILL BE REPLACED IN KIND OR AS APPROVED BY THE PROJECT ENGINEER.

PROGRESS SCHEDULE

BEFORE BEGINNING ANY WORK, THE CONTRACTOR SHALL SUBMIT TO THE OWNER FOR APPROVAL A DETAILED WORK SCHEDULE.

CONTRACTOR'S FIELD SUPERVISOR

THE CONTRACTOR SHALL HAVE A FULL TIME FIELD SUPERVISOR ON THE JOB SITE AT ALL TIMES WORK IS IN PROGRESS. THE FIELD SUPERVISOR SHALL BE ON THE JOB SITE ANY TIME SUB-CONTRACTORS ARE PERFORMING WORK WHETHER OR NOT THE CONTRACTOR'S OWN WORK FORCE IS ON THE JOB SITE. THE FIELD SUPERVISOR SHALL BE AN EMPLOYEE OF THE CONTRACTOR AND SHALL HAVE AUTHORITY TO RESPOND AND TO CARRY OUT DIRECTIVES OF THE ENGINEER, THE SERVICE DIRECTOR OR THEIR REPRESENTATIVES. THE COST OF PROVIDING A FULL TIME FIELD SUPERVISOR SHALL BE CONSIDERED AN INCIDENTAL COST TO THE CONTRACT PROVIDED AT THE CONTRACTOR'S OWN EXPENSE AND NO ADDITIONAL PAYMENT SHALL BE MADE FOR FULL TIME FIELD SUPERVISOR.

CONSTRUCTION OBSERVATION

NO WORK SHALL BE PERFORMED UNLESS IN THE PRESENCE OF THE ENGINEER OR HIS AUTHORIZED REPRESENTATIVE. THE CONTRACTOR IS REQUIRED TO GIVE 24-HOUR NOTICE TO THE CITY OF UNIVERSITY HEIGHTS PRIOR TO BEGINNING OR DISCONTINUING WORK. THE CITY WILL PROVIDE CONSTRUCTION OBSERVATION AT NO COST TO THE CONTRACTOR. HOWEVER, THE CONTRACTOR SHALL RETAIN AT ITS OWN EXPENSE THE SERVICES OF AN INDEPENDENT TESTING LABORATORY TO PERFORM CONCRETE AND CEMENT STABILIZATION QUALITY CONTROL. THE TESTING FIRM'S LABORATORY AND ON SITE FIELD TECHNICIAN(S) SHALL BE CERTIFIED AS QUALIFIED TO PERFORM SUCH SERVICE. SAID TESTING LABORATORY SHALL BE SHOWN ON THE LISTING OF SUB-CONTRACTORS FORM OF THE BIDDING DOCUMENTS. THE OWNER RESERVES THE RIGHT TO APPROVE THE TESTING LABORATORY.

EXPERIMENTAL METHODS, EQUIPMENT AND MATERIAL PROHIBITED

THE CONTRACTOR SHALL NOT USE ANY EXPERIMENTAL OR UNTRIED METHODS, OR USE OR INSTALL ANY EXPERIMENTAL OR UNTESTED MATERIALS OR EQUIPMENT OR ANY COMBINATION OF EITHER OR BOTH. EACH BIDDER SHALL, IF SO REQUIRED BY THE OWNER, SUBMIT EVIDENCE ESTABLISHING THAT THE METHOD OF COMPLETING ANY OF THE WORK UNDER THESE SPECIFICATIONS HAS BEEN SUCCESSFULLY USED FOR LIKE WORK FOR A PERIOD OF AT LEAST FIVE (5) YEARS, OR THAT THE MATERIALS OR EQUIPMENT OR ANY COMBINATION OF EITHER OR BOTH PROPOSED TO BE USED ON, OR FURNISHED FOR SUCH CONTEMPLATED WORK, IS OF A RELIABLE MAKE AND IS OF A TYPE THAT HAS BEEN SUCCESSFULLY USED IN PRACTICAL SERVICE OUTSIDE OF THE CONTRACTOR'S WORKS, FOR A PERIOD OF NOT LESS THAN FIVE (5) YEARS.

NOTIFICATION

OUPS: 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.

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GENERAL NOTES

INTERSECTION
MODIFICATIONS

GENERAL (CONT'D.)

CHANGES IN THE WORK

THE OWNER, WITHOUT INVALIDATING THE CONTRACT, MAY ORDER EXTRA WORK OR MAKE CHANGES BY ALTERING, ADDING TO OR DEDUCTING FROM THE WORK, THE CONTRACT SUM BEING ADJUSTED ACCORDINGLY. ALL SUCH WORK SHALL BE EXECUTED UNDER THE CONDITIONS OF THE ORIGINAL CONTRACT EXCEPT THAT ANY CLAIMS FOR EXTENSIONS OF TIME CAUSED THEREBY SHALL BE ADJUSTED AT THE TIME OF ORDERING SUCH CHANGE. THE VALUE OF SUCH EXTRA WORK OR CHANGE SHALL BE DETERMINED IN ONE OR MORE OF THE FOLLOWING WAYS:

CASE A: AT THE REQUEST OF THE ENGINEER, IN WRITING, THE CONTRACTOR SHALL SUBMIT AN ESTIMATE OF COST FOR THE PROPOSED CHANGE. THE ENGINEER'S APPROVAL OF THE ESTIMATE WILL BE IN THE FORM OF A CHANGE ORDER ISSUED BY THE OWNER TO ALL INTERESTED PARTIES AND SHALL ACT AS AUTHORIZATION FOR THE CONTRACTOR TO PROCEED WITH THE PROPOSED CHANGE.

CASE B: BY UNIT PRICES NAMED IN THE CONTRACT OR SUBSEQUENTLY AGREED UPON BY THE OWNER AND CONTRACTOR IN WRITING.

CASE C: BY COST PLUS PERCENTAGE OR BY COST PLUS A FIXED FEE.

NOTE: THE CHOICE OF CASE A, B AND/OR C LIES WITH THE ENGINEER.

UNDER "C" CASE, THE CONTRACTOR SHALL KEEP AND PRESENT IN SUCH FORM AS THE ENGINEER MAY DIRECT, A CORRECT ACCOUNT OF THE NET COST OF LABOR AND MATERIALS, TOGETHER WITH VOUCHERS. IN ANY CASE, THE ENGINEER SHALL CERTIFY TO THE AMOUNT, INCLUDING REASONABLE ALLOWANCE FOR OVERHEAD AND PROFIT DUE THE CONTRACTOR.

PENDING FINAL ALLOWANCE OF VALUE, PAYMENTS ON ACCOUNT OF CHANGES SHALL BE MADE ONLY ON THE ENGINEER'S ESTIMATE, UNDER CASE "C" ONLY.

IF THE CONTRACTOR CLAIMS THAT ANY INSTRUCTIONS BY DRAWINGS OR OTHERWISE INVOLVE EXTRA COST UNDER THIS CONTRACT, IT SHALL GIVE THE ENGINEER WRITTEN NOTICE THEREOF WITHIN TEN (10) DAYS TIME AFTER THE RECEIPT OF SUCH INSTRUCTIONS EXCEPT IN AN EMERGENCY ENDANGERING LIFE OR PROPERTY, IN WHICH CASE THE REQUIRED TEN (10) DAYS NOTICE SHALL BE WAIVED AND THE APPROVAL PROCEDURE SET FORTH ABOVE SHALL BE FOLLOWED.

WHERE THE CONTRACTOR DEEMS EXTRA COMPENSATION IS DUE FOR WORK OR MATERIALS NOT CLEARLY COVERED IN THE CONTRACT, OR NOT ORDERED BY THE ENGINEER OR OWNER AS AN EXTRA, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING OF ITS INTENTION TO MAKE CLAIM FOR SUCH EXTRA COMPENSATION BEFORE BEGINNING THE WORK ON WHICH SUCH CLAIM IS BASED. IF THE CONTRACTOR FAILS TO GIVE SUCH NOTIFICATION, OR FAILS TO PROVIDE THE ENGINEER WITH APPROPRIATE INFORMATION TO FACILITATE STRICT ACCOUNT OF ACTUAL COSTS, THEN CONTRACTOR HEREBY WAIVES ANY CLAIM FOR SUCH EXTRA COMPENSATION.

THE ENGINEER SHALL HAVE AUTHORITY, BY EITHER VERBAL OR WRITTEN ORDERS, TO MAKE MINOR CHANGES IN THE WORK NOT INVOLVING EXTRA COST, AND NOT INCONSISTENT WITH THE PURPOSES OF THE WORK. EXCEPT IN AN EMERGENCY ENDANGERING LIFE OR PROPERTY, NO EXTRA WORK OR CHANGE INVOLVING EXTRA COST SHALL BE MADE UNLESS IN PURSUANCE OF A WRITTEN ORDER BY THE OWNER, AND NO CLAIM FOR AN ADDITION TO THE CONTRACT SUM WILL BE VALID UNLESS SO ORDERED.

REMOVAL ITEMS

ALL MAILBOXES, PRIVATE SIGNS, HIGHWAY DELINEATORS, AND THE LIKE (WHETHER SHOWN ON THE PLAN OR NOT) ENCOUNTERED IN THE LINE OF WORK SHALL BE CAREFULLY REMOVED AND ERECTED IN A TEMPORARY LOCATION DURING CONSTRUCTION IN A MANNER SATISFACTORY TO THE ENGINEER. AFTER COMPLETION OF CONSTRUCTION AND BEFORE FINAL ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL ERECT THE REMOVED DEVICES IN A PERMANENT LOCATION AS DIRECTED BY THE ENGINEER. ITEMS DAMAGED DURING REMOVAL SHALL BE REPAIRED; REBUILT OR RESTORED TO A CONDITION EQUAL OR BETTER TO CONDITIONS EXISTING PRIOR TO REMOVAL.

ALL COSTS ASSOCIATED WITH PERFORMING THE REMOVAL AND RE-INSTALLATION WORK DESCRIBED ABOVE SHALL BE BORNE BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

JOB SITE SAFETY CONSIDERATIONS

THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE U.S. DEPARTMENT OF LABOR REGULATIONS UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT ("OSHA") STANDARDS FOR THE CONSTRUCTION INDUSTRY, 29 CODE OF FEDERAL REGULATIONS ("29-CFR"), PARTS 1910 AND 1926.

UNDER NO CIRCUMSTANCES SHALL EXTRA PAYMENT BE ALLOWED FOR DELAYS CAUSED BY THE CONTRACTOR'S FAILURE TO COMPLY WITH OSHA STANDARDS AND REQUIREMENTS, OR FOR WORK THAT IS DONE TO CURE ANY NON-CONFORMING WORK OR DEFECTS DUE TO CONTRACTOR'S FAILURE TO COMPLY WITH SAID OSHA STANDARDS.

WHERE WORKING IN THE "RIGHT OF WAY" THE CONTRACTOR SHALL FOLLOW THE REQUIREMENTS OF THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION'S REGULATIONS AS SET FORTH IN PART 7 OF THE MANUAL OF TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE OPERATIONS, LATEST EDITION.

PERMITS AND INSPECTION BY OTHER AGENCIES

THE CONTRACTOR SHALL PAY FOR ALL PERMITS, TESTING FEES AND INSPECTION FEES TO BE PERFORMED BY OR REQUIRED BY OTHER AGENCIES AT NO COST TO THE OWNER.

INSPECTION OF THE CONSTRUCTION (OTHER THAN ITEMS MENTIONED ABOVE) WILL BE PERFORMED BY THE OWNER AT NO COST TO THE CONTRACTOR.

TIME OF COMPLETION

WORK ON THIS CONTRACT SHALL COMMENCE WITHIN TEN (10) WORKING DAYS FROM THE DATE OF NOTICE OF AUTHORIZATION TO PROCEED. ALL WORK SHALL BE COMPLETED WITHIN 45 DAYS OF A NOTICE OF AUTHORIZATION TO PROCEED.

INDEPENDENT TESTING LABORATORY

THE CONTRACTOR SHALL PERFORM ALL WORK UNDER THIS SECTION OF THE SPECIFICATIONS. THE CONTRACTOR SHALL HIRE A PRIVATE LABORATORY, AT HIS EXPENSE, TO PERFORM TEST ON CONSTRUCTION MATERIALS. THE TESTING LABORATORY SHALL BE SUBJECT TO THE REVIEW AND PRIOR APPROVAL OF THE ENGINEER. ANY LABORATORY PERFORMING SERVICES UNDER THIS CONTRACT SHALL BE ABLE TO VERIFY ITS INDEPENDENCE FROM THE CONSTRUCTION CONTRACTOR AND SUB-CONTRACTOR, 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.

COMPRESSIVE STRENGTH AND FLEXURAL STRENGTH TESTING OF THE CONCRETE BEING INCORPORATED INTO THE WORK AND COMPACTION TESTING OF EARTHWORK CONSTRUCTION, SUBBASE/BASE CONSTRUCTION, AND UTILITY TRENCH BEDDING AND BACKFILL CONSTRUCTION WILL BE REQUIRED AS DIRECTED BY THE ENGINEER.

THE CONTRACTOR SHALL EMPLOY, AT HIS EXPENSE AN INDEPENDENT TESTING LABORATORY MEETING THE REQUIREMENTS OF ASTM C31 AND APPROVED BY THE ENGINEER.

THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND THE TESTING LABORATORY A MINIMUM OF 24 HOURS PRIOR TO PERFORMING WORK REQUIRING SAMPLING AND TESTING. THE ENGINEER SHALL HAVE THE AUTHORITY TO CONTACT THE CONTRACTOR'S INDEPENDENT TESTING LABORATORY DIRECTLY TO SCHEDULE SAMPLING AND TESTING SERVICES. ALL COSTS ASSOCIATED WITH SAMPLING AND TESTING SHALL BE BORNE BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER A COPY OF ALL TESTING REPORTS AND CORRESPONDENCE FROM THE TESTING LABORATORY. THE FOLLOWING GUIDELINES SHALL BE USED FOR SAMPLING AND TESTING CONCRETE:

THE NUMBER OF CYLINDERS TO BE CAST SHALL BE THE LESSER OF ONE CYLINDER PER TRUCK OF CONCRETE DELIVERED OR TWO CYLINDERS PER EACH 50 CUBIC YARDS OF CONCRETE PLACED.

TWO TEST BEAMS SHALL BE CAST EACH MORNING AND TWO ADDITIONAL TEST BEAMS SHALL BE CAST EACH AFTERNOON.

THE CYLINDERS SHALL BE TESTED IN THE LABORATORY IN ACCORDANCE WITH ASTM C39 AND THE BEAMS SHALL BE TESTED IN ACCORDANCE WITH ASTM C78.

PAVEMENTS SHALL NOT BE OPENED TO TRAFFIC UNTIL TEST RESULTS VERIFY THAT 75% OF THE DESIGN STRENGTH OF THE CONCRETE HAS BEEN ACHIEVED.

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 OR ANY OTHER CONCESSIONS DUE TO COORDINATION WITH ANY OTHER CONTRACTORS.

MAINTENANCE BOND

2 YEAR, 25 PERCENT BOND WILL BE REQUIRED UPON FINAL ACCEPTANCE.

DUST CONTROL

THE CONTRACTOR SHALL ALLEVIATE OR PREVENT A DUST NUISANCE ORIGINATING FROM ITS CONSTRUCTION ACTIVITIES BY APPLYING WATER, CALCIUM CHLORIDE AND/OR STREET SWEEPING WHEN ORDERED BY THE OWNER OR ENGINEER. SUFFICIENT QUANTITIES OF CALCIUM CHLORIDE SHALL BE STORED ON THE JOB SITE AT ALL TIMES TO BE USED FOR DUST CONTROL. STREET SWEEPING SHALL BE BY THE USE OF A MOBILE MECHANICAL STREET SWEEPER WITH BROOM COVER. USE OF TRACTOR-MOUNTED BROOM IS NOT ACCEPTABLE. COST OF THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT AND THERE SHALL BE NO SEPARATE MEASUREMENT OR PAYMENT FOR THIS WORK. IF THE CONTRACTOR FAILS TO ALLEVIATE A DUST NUISANCE AS DIRECTED BY THE OWNER OR ENGINEER, THE OWNER WILL CAUSE THIS WORK TO BE PERFORMED AND THE COST OF SAID WORK SHALL BE DEDUCTED FROM PAYMENTS DUE THE CONTRACTOR.

RESIDENT NOTIFICATION

IN ADDITION TO MAINTENANCE OF TRAFFIC REQUIREMENTS, THE CONTRACTOR SHALL ALSO DISTRIBUTE BY HAND, TYPED NOTICES, WHICH WILL INFORM THE RESIDENTS AND BUSINESS OWNERS OF ANY TEMPORARY DISRUPTION OF SERVICES INCLUDING SANITARY, WATER AND DRIVEWAY ACCESS. THE NOTICES SHALL BE DELIVERED A MINIMUM OF 24 HOURS IN ADVANCE EACH TIME SERVICE IS DISRUPTED. THE NOTICE WILL HAVE A LOCAL PHONE NUMBER THAT RESIDENTS MAY CALL TO ASK QUESTIONS AND A SCHEDULE OF CONSTRUCTION. THE NOTICES SHALL BE OF THE DOOR HANGER TYPE, WHICH SECURES TO THE DOOR HANDLE OF EACH DWELLING. UNSECURED NOTICES WILL NOT BE ALLOWED.

THE CONTRACTOR SHALL ALSO PROVIDE ADDITIONAL NOTICES AS NECESSARY TO INFORM EACH RESIDENT OF THE SCOPE OF WORK TO BE PERFORMED.

ALL NOTICES SHALL BE SUBMITTED TO THE OWNER FOR APPROVAL PRIOR TO DELIVERY.

NO SEPARATE PAYMENT WILL BE MADE FOR RESIDENT NOTIFICATIONS.

CONTINGENCY QUANTITIES

THE CONTRACTOR SHALL NOT ORDER MATERIALS OR PERFORM WORK FOR ITEMS DESIGNATED BY PLAN NOTE TO BE USED "AS DIRECTED BY THE ENGINEER" UNLESS AUTHORIZED BY THE ENGINEER.

STORMWATER POLLUTION PREVENTION

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 FORM ENTERING THE STORM OR SANITARY SEWER SYSTEMS.

ESTIMATED QUANTITIES

THE ESTIMATED QUANTITIES INCLUDED IN THE BID DOCUMENTS ARE PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR TO ASSIST IN BID DEVELOPMENT AND SHOULD BE CONSIDERED APPROXIMATE ONLY. NEITHER THE OWNER NOR THE ENGINEER GUARANTEES THEIR ACCURACY OR COMPLETENESS. THE CONTRACTOR MUST VISIT THE JOB SITE AND VERIFY EXISTING CONDITIONS, QUANTITIES AND DEGREE OF PROJECT DIFFICULTY PRIOR TO SUBMITTING HIS BID.

ROADWAY

ITEM 202 - PAVEMENT REMOVED, AS PER PLAN

THIS WORK SHALL CONSIST OF REMOVING EXISTING PAVEMENT AS DESIGNATED HEREIN. NO PAVEMENT CORES HAVE BEEN TAKEN TO DETERMINE THE THICKNESS OF THE EXISTING PAVEMENT. THE CONTRACTOR SHALL REMOVE AND DISPOSE OF EXISTING PAVEMENT OFF-SITE. FULL DEPTH PAVEMENT SAWING SHALL BE INCLUDED IN THIS ITEM AT NO ADDITIONAL COST.

ITEM 203 - EXCAVATION AND EMBANKMENT, AS PER PLAN

THE WORK FOR THIS ITEM CONSISTS OF THE EXCAVATION AND EMBANKMENT REQUIRED FOR CONSTRUCTING THE PROPOSED BIORETENTION AREAS IDENTIFIED IN THE PLAN. ALL EARTHWORK NECESSARY FOR PREPARING, CONSTRUCTION, AND COMPLETION OF ALL SUBGRADES AND SLOPES IN ACCORDANCE WITH THE GRADES AND ELEVATIONS HEREIN.

THE LUMP SUM QUANTITY SHALL INCLUDE ALL EXCAVATION, FILL, BORROW AND GRADING FOR COMPLETION OF THE WORK.

ITEM 608 - CURB RAMP, AS PER PLAN

CONCRETE SHALL BE CLASS QC MS IN CONFORMANCE WITH ODOT ITEM 499. WALK REMOVAL AND WALK PLACEMENT SHALL BE PAID FOR UNDER THEIR RESPECTIVE ITEMS OF WORK.

ALL EARTHWORK, TOPSOIL, SEEDING, AND MULCHING REQUIRED ADJACENT TO THE CURB RAMP SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM. SEEDING MIX SHALL CONFORM TO ODOT CMS 659.08.

ITEM 202 - WALK REMOVED

ITEM 608 - 4" CONCRETE WALK, AS PER PLAN

ITEM 608 - 6" CONCRETE WALK, AS PER PLAN (DRIVES)

CONCRETE SHALL BE CLASS QC MS IN CONFORMANCE WITH ODOT ITEM 499.

IN ADDITION TO THE ESTIMATED QUANTITIES PROVIDED IN THE PLANS, THE FOLLOWING CONTINGENCY QUANTITY HAS BEEN INCLUDED IN THE GENERAL SUMMARY, FOR USE AS DIRECTED BY THE ENGINEER:

ITEM 202 - WALK REMOVED	250 SF
ITEM 608 - 4" CONCRETE WALK, AS PER PLAN	250 SF

EROSION CONTROL

TEMPORARY SEDIMENT AND EROSION CONTROL

ALL SOIL EROSION AND SEDIMENT CONTROL MEASURES AS SPECIFIED HEREIN, OR DIRECTED BY THE ENGINEER, SHALL BE IN PLACE PRIOR TO ANY EXCAVATION, GRADING OR FILLING OPERATIONS, AND INSTALLATION OF PROPOSED STRUCTURES OR UTILITIES. THESE CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL CONSTRUCTION IS COMPLETE AND THE AREA IS STABILIZED, AS ACCEPTED BY THE ENGINEER.

THE CONTRACTOR SHALL PLACE INLET PROTECTION ON ALL EXISTING AND PROPOSED CATCH BASINS DOWNSTREAM FROM UNSTABILIZED AREAS. REFER TO THE OHIO RAINWATER AND LAND DEVELOPMENT MANUAL, CHAPTER 6 FOR DETAILS.

THE FOLLOWING ESTIMATED QUANTITIES ARE TO BE USED AS PLACED BY THE CONTRACTOR WITH THE ENGINEER'S CONCURRENCE FOR TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES:

ITEM 832 - INLET PROTECTION	6 EACH
ITEM 832 - PERIMETER FILTER FABRIC FENCE	200 FT

ITEM 659 - SEEDING AND MULCHING, AS PER PLAN

LAWN RESTORATION SHALL BE IN ACCORDANCE WITH ITEM 659-SEEDING AND MULCHING IN THE ODOT SPECIFICATIONS EXCEPT AS HEREINAFTER SPECIFICALLY AMENDED. ALL LAWN RESTORATION WORK SHALL BE PERFORMED BY AN APPROVED LANDSCAPER TO THE SATISFACTION OF THE ENGINEER.

THE AREAS TO BE SEEDED SHALL BE GRADED TO A DEPTH OF AT LEAST THREE INCHES (3") BELOW THE EXISTING OR FINISHED GRADE, AND SUFFICIENT TOPSOIL ADDED AS DETERMINED DURING CONSTRUCTION. ALL EXISTING GRASSED AREAS DISTURBED BY CONSTRUCTION SHALL BE RESTORED AS SPECIFIED HEREIN.

ALL MATERIALS USED SHALL CONFORM TO THE STANDARDS OF THE AMERICAN ASSOCIATION OF NURSERYMEN AND SHALL HAVE PASSED ANY INSPECTIONS REQUIRED UNDER STATE REGULATIONS.

ALL LANDSCAPING MATERIALS SHALL BE INSTALLED IN A SOUND, WORKMANSHIP-LIKE MANNER AND ACCORDING TO ACCEPTED, GOOD CONSTRUCTION AND PLANTING PROCEDURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTINUED PROPER MAINTENANCE OF ALL MATERIALS, AND SHALL KEEP THEM IN A PROPER, NEAT AND ORDERLY APPEARANCE, FREE FROM REFUSE AND DEBRIS AT ALL TIME. ALL UNHEALTHY OR DEAD PLANT MATERIAL SHALL BE REPLACED WITHIN ONE YEAR OF CITATION, OR BY THE NEXT PLANTING PERIOD, WHICHEVER COMES FIRST.

A QUANTITY OF 250 SY HAS BEEN CARRIED TO THE GENERAL SUMMARY.

THE CONTRACTOR SHALL SECURE ADDITIONAL TOPSOIL AS REQUIRED FROM OTHER SOURCES TO PROPERLY GRADE THE TREE LAWNS. THE SOIL SHALL BE LOOSENEED AND RAKED AND COMMERCIAL FERTILIZER OF 10:6:4 FORMULA APPLIED EVENLY TO THE SURFACE AT THE RATE OF TEN (10) POUNDS PER THOUSAND (1,000) SQUARE FEET AND WORKED INTO THE TOP TWO (2) INCHES OF THE SOIL.

BEFORE SOWING GRASS SEED, THE GROUND MUST BE REASONABLY SMOOTH, FRIABLE AND OF EVEN TEXTURE. SEED SHALL NOT BE SOWN WHEN THE SOIL IS MUDDY, BAKED HARD, OR WHEN THE WIND IS BLOWING SO STRONGLY AS TO PREVENT EVEN DISTRIBUTION. SEED SHALL BE SOWN AT THE RATE OF FOUR (4) POUNDS PER THOUSAND (1,000) SQUARE FEET. IN AREAS WHERE EXISTING LAWNS ARE TO BE MATCHED, THE CONTRACTOR WILL ATTEMPT TO DETERMINE THE TYPE OF GRASS SEED ORIGINALLY USED AND USE THE SAME MIXTURE IN ORDER TO CREATE A UNIFORM APPEARANCE.

SEED SHALL BE EVENLY SOWN, LIGHTLY RAKED INTO THE TOP ONE QUARTER INCH (1/4") OF SOIL AND ROLLED LIGHTLY WITH A LAWN ROLLER. IF THE WEATHER IS DRY, THE CONTRACTOR SHALL SPRINKLE THE SURFACE SEEDED UNTIL AN EVEN DENSE GROWTH OF GRASS OVER THE SEEDED AREA IS STARTED.

ALL OTHER ASPECTS OF SEEDING SHALL CONFORM TO ITEM 659 IN THE ODOT SPECIFICATIONS.

PAYMENT FOR ALL LABOR, EQUIPMENT, MATERIALS AND INCIDENTALS REQUIRED TO COMPLETE THE ABOVE WORK SHALL BE MADE AT THE SQUARE YARD PRICE BID FOR ITEM 659 - SEEDING AND MULCHING, AS PER PLAN. ANY TOP SOIL NECESSARY TO COMPLETE THIS WORK WILL BE INCIDENTAL TO SEEDING AND MULCHING.

DRAINAGE

ITEM 611 - CATCH BASIN, MISC.: CUYAHOGA COUNTY 3C CATCH BASIN WITH SUMP NO TRAP, AS PER PLAN

THIS WORK SHALL CONSIST OF CONSTRUCTING NEW CATCH BASINS AS DIRECTED BY THE ENGINEER DURING CONSTRUCTION AND AS DESIGNATED IN THE DRAWINGS. ALL MATERIAL AND WORK SHALL BE IN ACCORDANCE WITH ODOT ITEM 611 WITH THE FOLLOWING MODIFICATIONS:

1. THE PROPOSED CATCH BASINS SHALL BE AS PER THE CUYAHOGA COUNTY ENGINEER STANDARD DRAWING 3C CATCH BASIN OR THE CUYAHOGA COUNTY ENGINEER STANDARD DRAWING TWIN 3C CATCH BASIN AS SPECIFIED IN THE PLANS.
2. ALL NEW CATCH BASINS SHALL BE CONSTRUCTED WITH CONCRETE BLOCKOUTS. CONCRETE SHALL BE CLASS QC MS, FIBER REINFORCED IN ACCORDANCE WITH ODOT ITEM 499. FIBER REINFORCING SHALL BE FIBERMESH INFORCE E3, AS MANUFACTURED BY SI CONCRETE SYSTEMS, OR AN APPROVED EQUAL.
3. ALL COSTS ASSOCIATED WITH THE CASTINGS AND BLOCKOUTS SHALL BE CONSIDERED INCIDENTAL TO THE BASIN WORK.
4. ALL CASTINGS FOR THE CATCH BASINS SHALL BE NEW AND PER CUYAHOGA COUNTY ENGINEER 3C CB OR CUYAHOGA COUNTY ENGINEER TWIN 3C CB. USED CASTINGS WILL NOT BE PERMITTED. THE CASTINGS SHALL MEET THE NPDES PHASE II STORM WATER REGULATIONS. THE CASTINGS SHALL BE PRE-MARKED WITH A FISH EMBLEM AND "DUMP NO WASTE, DRAINS TO WATERWAY" MESSAGE. CASTINGS FOR NEW CATCH BASIN ARE INCLUDED FOR PAYMENT UNDER THIS ITEM.
5. ALL CASTINGS SHALL BE COATED WITH ASPHALTIC PAINT MEETING THE REQUIREMENTS OF AWWA C115/A21.15-88 AND SHALL BE 1 MIL THICK.
6. STRUCTURES SHALL BE BACKFILLED WITH LSM.

PAYMENT FOR THIS WORK SHALL BE AT THE CONTRACT UNIT PRICE BID PER EACH FOR CATCH BASIN, MISC.: CUYAHOGA COUNTY 3C CATCH BASIN WITH SUMP NO TRAP, WHICH PRICE SHALL CONSTITUTE FULL COMPENSATION FOR FURNISHING, HANDLING, AND PLACING ALL MATERIALS, INCLUDING CASTING AND FOR ALL LABOR, EQUIPMENT, TOOLS, AND INCIDENTALS NECESSARY TO COMPLETE THE WORK, INCLUDING NEW CASTINGS AND CONCRETE BLOCKOUTS. INVERT ELEVATIONS PROVIDED ARE FROM FIELD VISITS. FOR ALL PROPOSED BASINS, THE CONTRACTOR IS REQUIRED TO FIELD MEASURE ALL INVERTS PRIOR TO ORDERING. SHOP DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO MANUFACTURE AND SHIPMENT TO SITE.

POST CONSTRUCTION STORM WATER TREATMENT

THIS PLAN UTILIZES STRUCTURAL BEST MANAGEMENT PRACTICES (BMP'S) FOR POST CONSTRUCTION STORM WATER TREATMENT.

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GENERAL NOTES

INTERSECTION
MODIFICATIONS

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DRAINAGE (CONT'D.)

ITEM 605 - 6 INCH UNCLASSIFIED PIPE UNDERDRAIN. AS PER PLAN

THIS WORK SHALL CONSIST OF INSTALLING NEW UNDERDRAINS AT THE BACK OF CURB OF THE RELOCATED ROADWAY CURB AND WITHIN THE BIORETENTION AREAS. WORK SHALL BE IN ACCORDANCE WITH CMS 605 WITH THE FOLLOWING MODIFICATION:

- 1. CONDUIT SHALL BE 6" RIGID PIPE. MATERIAL SHALL MEET REQUIREMENTS OF ASTM D3034 WITH PERFORATIONS. BACKFILL WITH NO. 8 SIZE GRANULAR MATERIAL.

PAYMENT WILL BE MADE AT THE UNIT PRICE PER FOOT AND INCLUDE ALL LABOR, EQUIPMENT, AND MATERIAL NECESSARY TO COMPLETE THE WORK.

PAVEMENT

ITEM 609 - CURB, TYPE 6. AS PER PLAN

CONCRETE SHALL BE CLASS QC MS IN CONFORMANCE WITH ODOT ITEM 499. AC SEALING PER 705.04 AT THE GUTTER SHALL BE INCIDENTAL TO THE ITEM OF WORK.

ITEM 609 - 5 FOOT CONCRETE CURB OPENING. AS PER PLAN

ALL WORK SHALL BE IN ACCORDANCE WITH ODOT CMS 609 AND THE STANDARD DETAILS FOR "P.C.C. CURB OPENING" CONTAINED HEREIN IN THE MISCELLANEOUS DETAILS.

CONCRETE SHALL BE CLASS QC MS PER ODOT ITEM 499. AC SEALING PER 705.04 SHALL BE INCIDENTAL.

MISCELLANEOUS

ITEM 614 - MAINTAINING TRAFFIC. AS PER PLAN

MAINTENANCE OF TRAFFIC AND TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH ODOT ITEM 614 AND AS SPECIFICALLY AMENDED HEREIN.

THE CONTRACTOR SHALL BE REQUIRED TO WORK DILIGENTLY AND QUICKLY IN ORDER TO AVOID OR MINIMIZE INTERFERENCES WITH TRAFFIC, BOTH PEDESTRIAN AND VEHICULAR. THE WORK SHALL BE SCHEDULED AND PERFORMED SO THAT NO AREA OF THE PROJECT WILL BE ISOLATED FROM SERVICE BY EMERGENCY VEHICLES AT ANY TIME.

ACCESS TO DRIVEWAYS AND INTERSECTION STREETS SHALL BE MAINTAINED AT ALL TIMES. WHEN IT BECOMES NECESSARY TO INTERFERE WITH ROADS OR DRIVEWAYS, THE CONTRACTOR SHALL PROVIDE AND MAINTAIN TEMPORARY EXPEDIENTS SUCH AS, BUT NOT LIMITED TO, RAMPING WITH GRINDINGS OR STEEL TRAFFIC PLATES OR TEMPORARY AGGREGATE DRIVE APRONS TO ACCOMMODATE THE TRAVELING PUBLIC IN A MANNER ACCEPTABLE TO THE ENGINEER.

THE CONTRACTOR SHALL FURNISH, ERECT, MAINTAIN AND SUBSEQUENTLY REMOVE SUFFICIENT TRAFFIC CONTROL DEVICES INCLUDING TRAFFIC CONES, BARRICADES, WARNING SIGNS AND LIGHTS TO SAFELY DIRECT AND CONTROL TRAFFIC. APPROVED TRAFFIC CONTROL DEVICES SHALL BE THOSE CONFORMING TO THE LATEST EDITION OF THE "OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" (OMUTCD) AND ITEM 614, MAINTAINING TRAFFIC OF THE OHIO DEPARTMENT OF TRANSPORTATION CMS. APPROVED TRAFFIC CONTROL DEVICES SHALL BE THOSE ACCEPTABLE TO THE OWNER.

INTERSECTING STREETS WITHIN THE PROJECT LIMITS MAYBE CLOSED ONLY AS NECESSARY WITH THE APPROVAL OF THE ENGINEER AFTER THE CONTRACTOR HAS FURNISHED AND ERECTED THE NECESSARY ROAD CLOSURE SIGNS. THE CONTRACTOR SHALL REMOVE THE SIGNS UPON COMPLETION OF THE WORK.

WHEN INTERSECTING STREETS ARE TO BE CLOSED, THE CONTRACTOR SHALL FURNISH, INSTALL, MAINTAIN AND SUBSEQUENTLY REMOVE ADEQUATE SIGNS AND BARRICADES FOR THE PURPOSE OF PROVIDING ADVANCE WARNING OF SUCH CLOSURES.

THE CONTRACTOR SHALL NOTIFY THE CITY OF UNIVERSITY HEIGHTS POLICE, FIRE AND SERVICE DEPARTMENTS AT LEAST 72 HOURS BEFORE RESTRICTING OR CLOSING TO TRAFFIC ANY STREET OR CHANGING THE TRAFFIC PATTERN IN ANY WAY.

THE CONTRACTOR SHALL DIVERT TRAFFIC FROM NORMAL CHANNELS BY DRUMS, FLASHING ARROWS AND PAVEMENT MARKINGS. WHERE PART OF THE TRAVELED SURFACE IS CLOSED, THE CONTRACTOR SHALL WARN AND DIRECT TRAFFIC BY USING ONE FLASHING ARROW FOR EACH LANE CLOSED IN ACCORDANCE WITH THE OMUTCD.

THIS WORK WILL BE PAID FOR AT THE LUMP SUM BID PRICE BID.

ITEM SPECIAL - CONTINGENCY ALLOWANCE

THE CONTINGENCY ALLOWANCE IS INCLUDED FOR SUCH SITUATIONS WHEN, IN THE PROSECUTION OF ANY WORK OR AT THE DIRECTION OF THE ENGINEER, IT BECOMES NECESSARY TO MAKE ALTERATIONS OR MODIFICATIONS FOR WORK OR CONDITIONS UNFORESEEN IN WHICH BID ITEMS CAN NOT BE APPLIED OR APPROXIMATE BID QUANTITIES ARE EXCEEDED.

THE LUMP SUM PRICE STIPULATED ON THE BID FORM FOR THIS ITEM SHALL BE ADDED TO THE CONTRACTOR'S BID AMOUNT FOR ALL OTHER BID ITEMS AND INCLUDED AS PART OF THE CONTRACTOR'S TOTAL AMOUNT OF BID. CONTINGENCY ALLOWANCE SHALL ONLY BE USED AT THE DIRECTION AND APPROVAL OF THE ENGINEER.

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GENERAL NOTES

INTERSECTION
MODIFICATIONS

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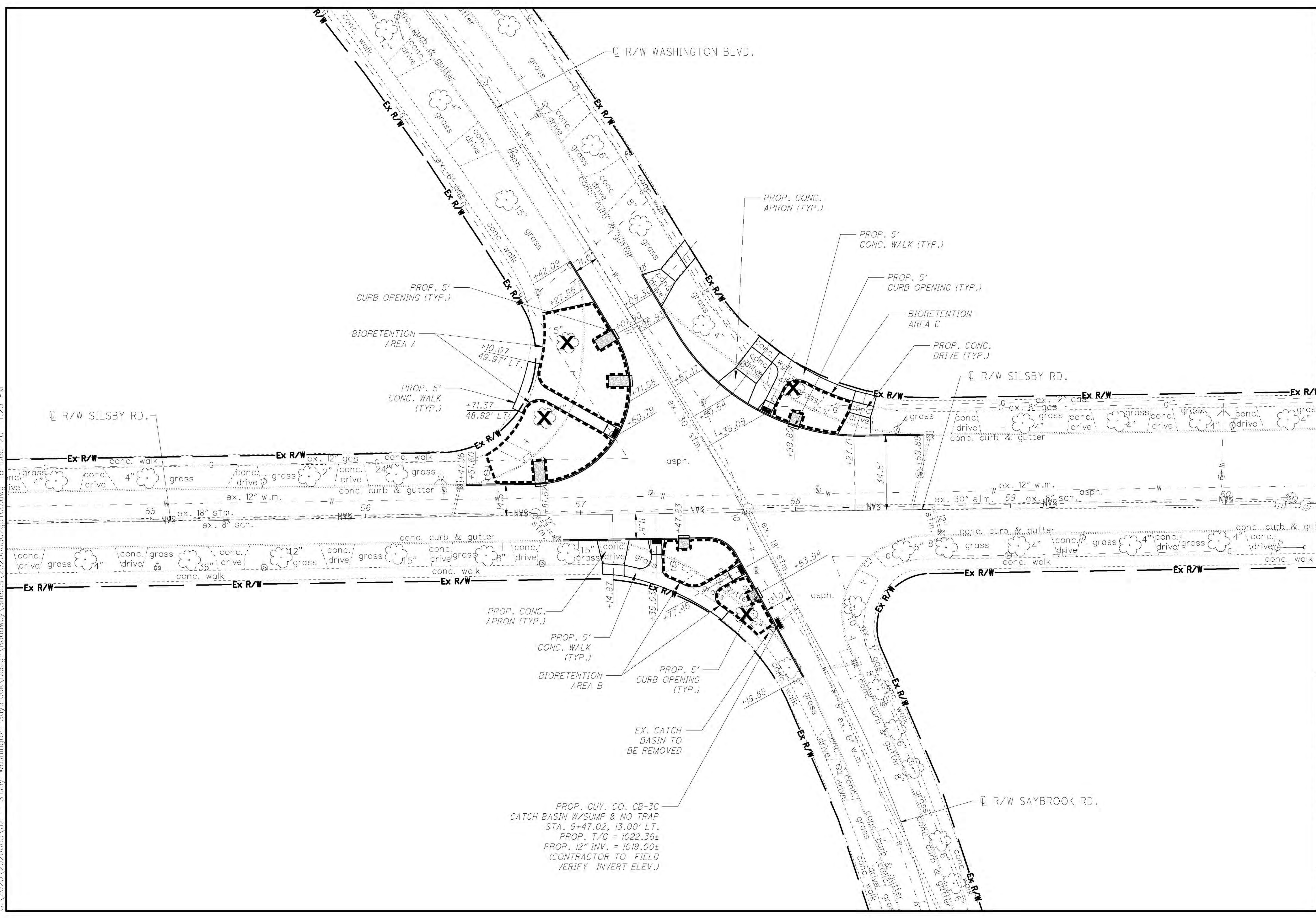


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PROPOSED SITE PLAN

UNIVERSITY HEIGHTS



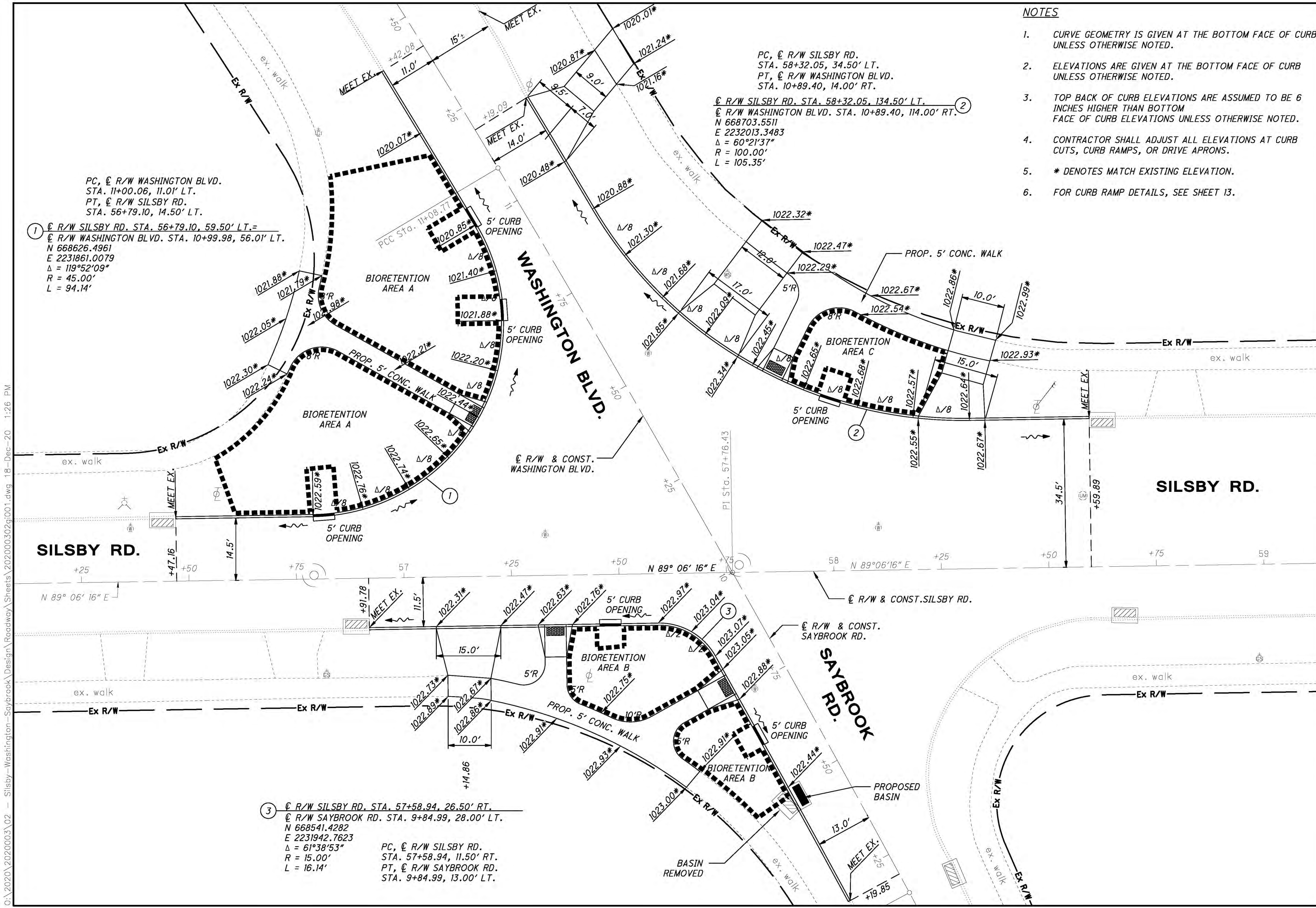


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SCALE IN FEET

NOTES

1. CURVE GEOMETRY IS GIVEN AT THE BOTTOM FACE OF CURB UNLESS OTHERWISE NOTED.
2. ELEVATIONS ARE GIVEN AT THE BOTTOM FACE OF CURB UNLESS OTHERWISE NOTED.
3. TOP BACK OF CURB ELEVATIONS ARE ASSUMED TO BE 6 INCHES HIGHER THAN BOTTOM FACE OF CURB ELEVATIONS UNLESS OTHERWISE NOTED.
4. CONTRACTOR SHALL ADJUST ALL ELEVATIONS AT CURB CUTS, CURB RAMPS, OR DRIVE APRONS.
5. * DENOTES MATCH EXISTING ELEVATION.
6. FOR CURB RAMP DETAILS, SEE SHEET 13.



PC, C/R/W WASHINGTON BLVD.
STA. 11+00.06, 11.01' LT.
PT, C/R/W SILSBY RD.
STA. 56+79.10, 14.50' LT.

① C/R/W SILSBY RD. STA. 56+79.10, 59.50' LT.=
 C/R/W WASHINGTON BLVD. STA. 10+99.98, 56.01' LT.
N 668626.4961
E 2231861.0079
 $\Delta = 119^\circ 52' 09''$
R = 45.00'
L = 94.14'

PC, C/R/W SILSBY RD.
STA. 58+32.05, 34.50' LT.
PT, C/R/W WASHINGTON BLVD.
STA. 10+89.40, 14.00' RT.

C/R/W SILSBY RD. STA. 58+32.05, 134.50' LT.
② C/R/W WASHINGTON BLVD. STA. 10+89.40, 114.00' RT.
N 668703.5511
E 2232013.3483
 $\Delta = 60^\circ 21' 37''$
R = 100.00'
L = 105.35'

③ C/R/W SILSBY RD. STA. 57+58.94, 26.50' RT.
 C/R/W SAYBROOK RD. STA. 9+84.99, 28.00' LT.
N 668541.4282
E 2231942.7623
 $\Delta = 61^\circ 38' 53''$
R = 15.00'
L = 16.14'

PC, C/R/W SILSBY RD.
STA. 57+58.94, 11.50' RT.
PT, C/R/W SAYBROOK RD.
STA. 9+84.99, 13.00' LT.

INTERSECTION DETAIL

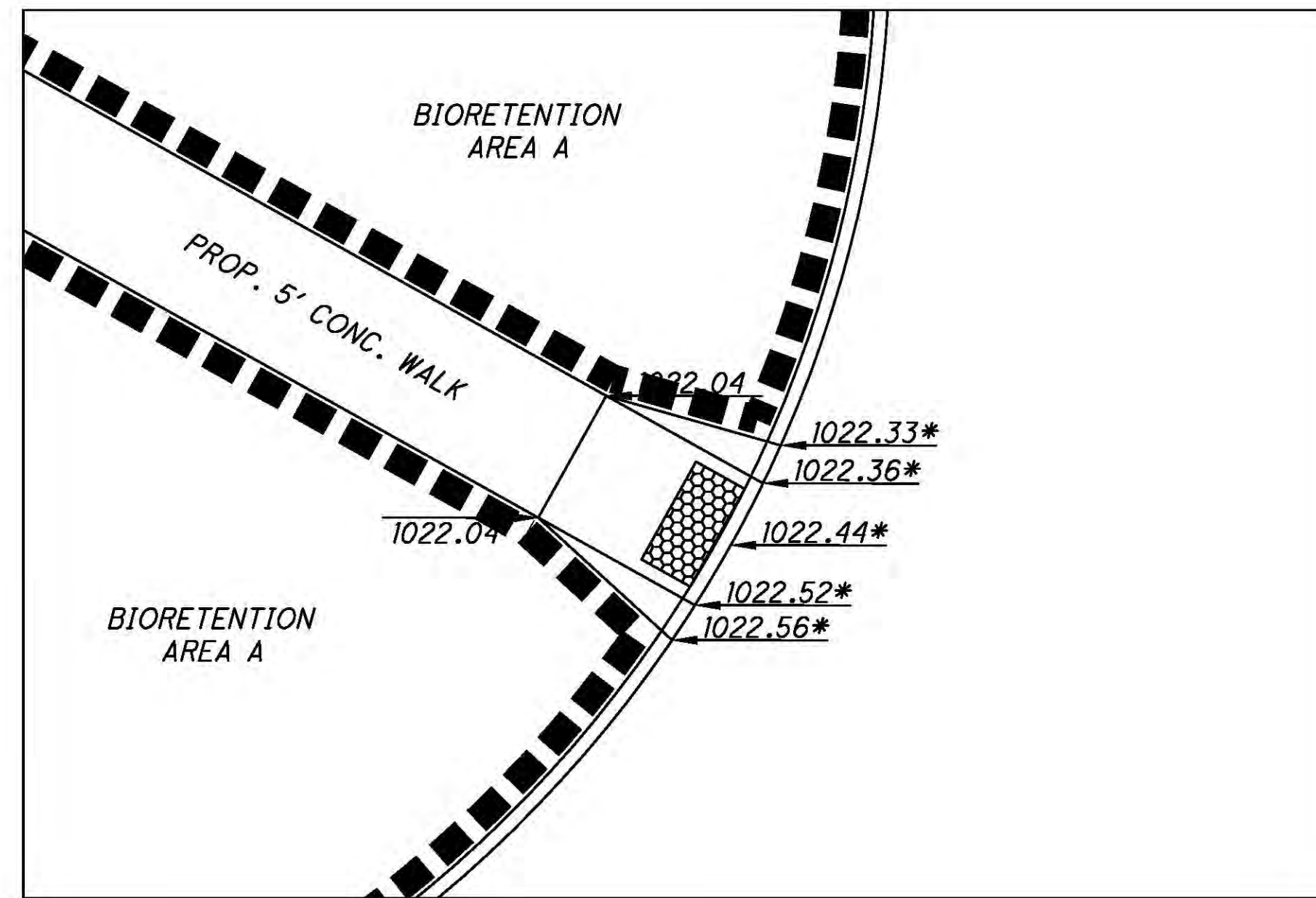
INTERSECTION
MODIFICATIONS

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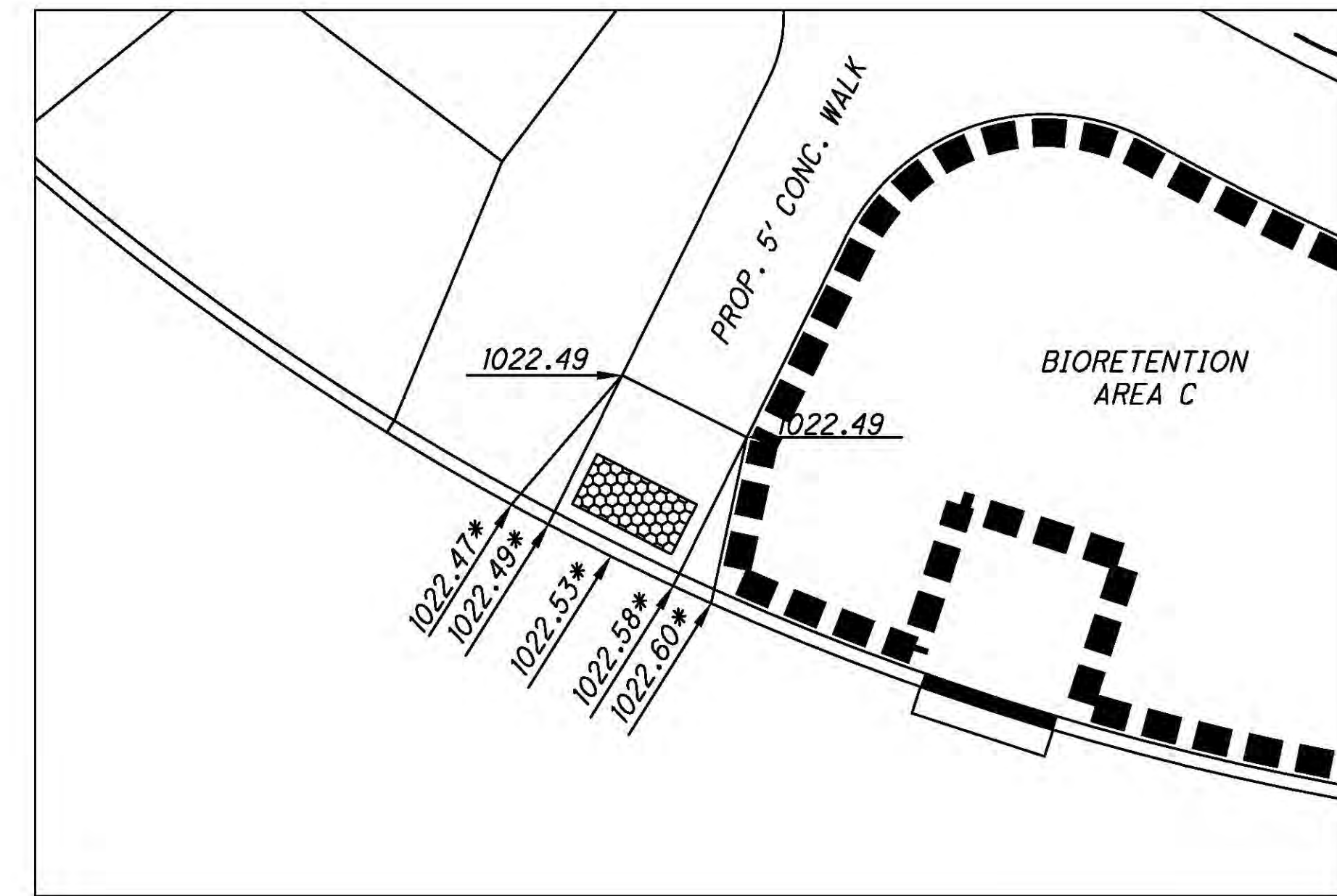
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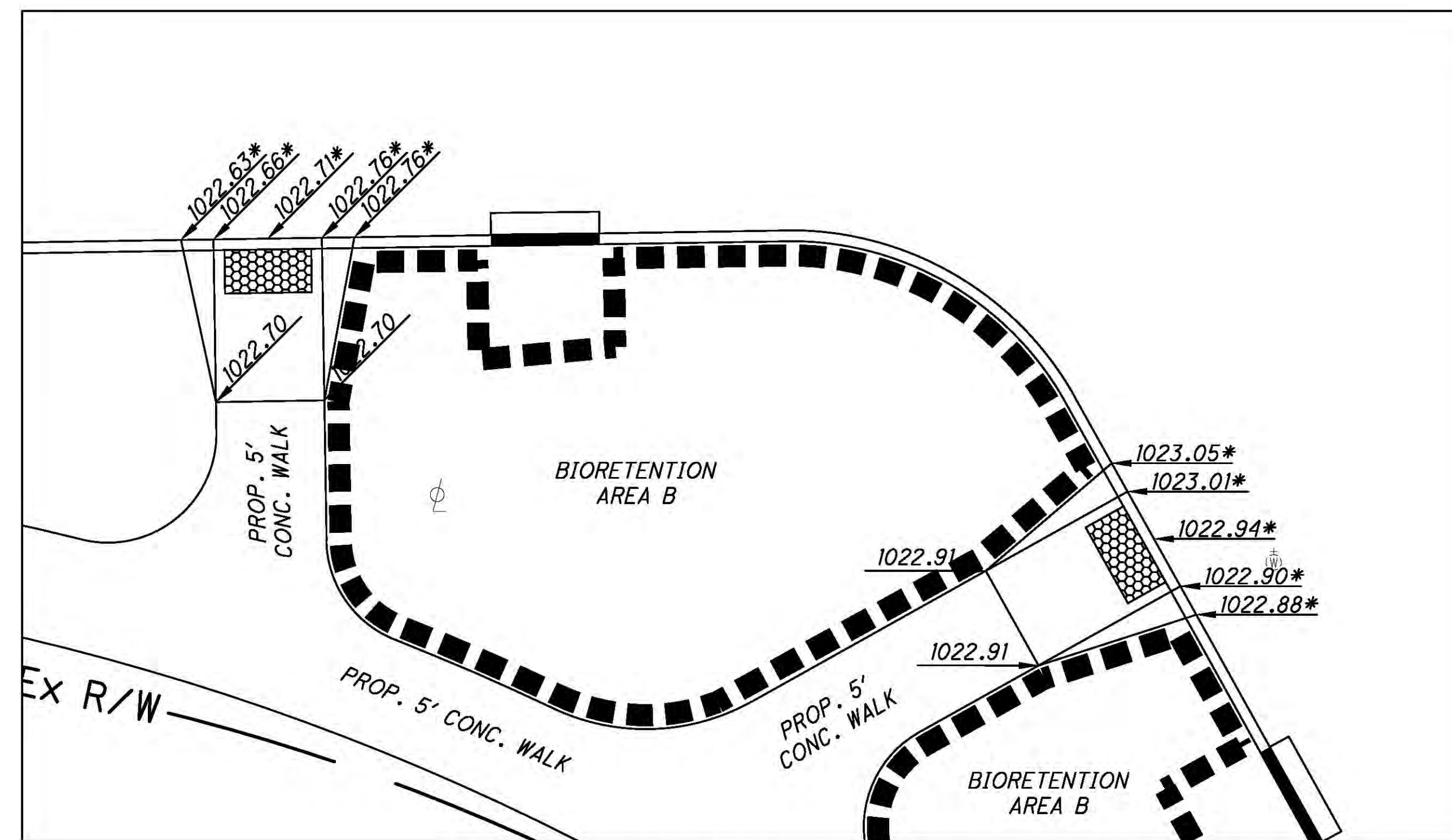
1. CURVE GEOMETRY IS GIVEN AT THE BOTTOM FACE OF CURB UNLESS OTHERWISE NOTED.
2. ELEVATIONS ARE GIVEN AT THE BOTTOM FACE OF CURB UNLESS OTHERWISE NOTED.
3. TOP BACK OF CURB ELEVATIONS ARE ASSUMED TO BE 6 INCHES HIGHER THAN BOTTOM FACE OF CURB ELEVATIONS UNLESS OTHERWISE NOTED.
4. CONTRACTOR SHALL ADJUST ALL ELEVATIONS AT CURB CUTS, CURB RAMPS, OR DRIVE APRONS.
5. * DENOTES MATCH EXISTING ELEVATION.



N.W. (WASHINGTON)



N.E. (SILSBY)



S.E. (SILSBY & SAYBROOK)

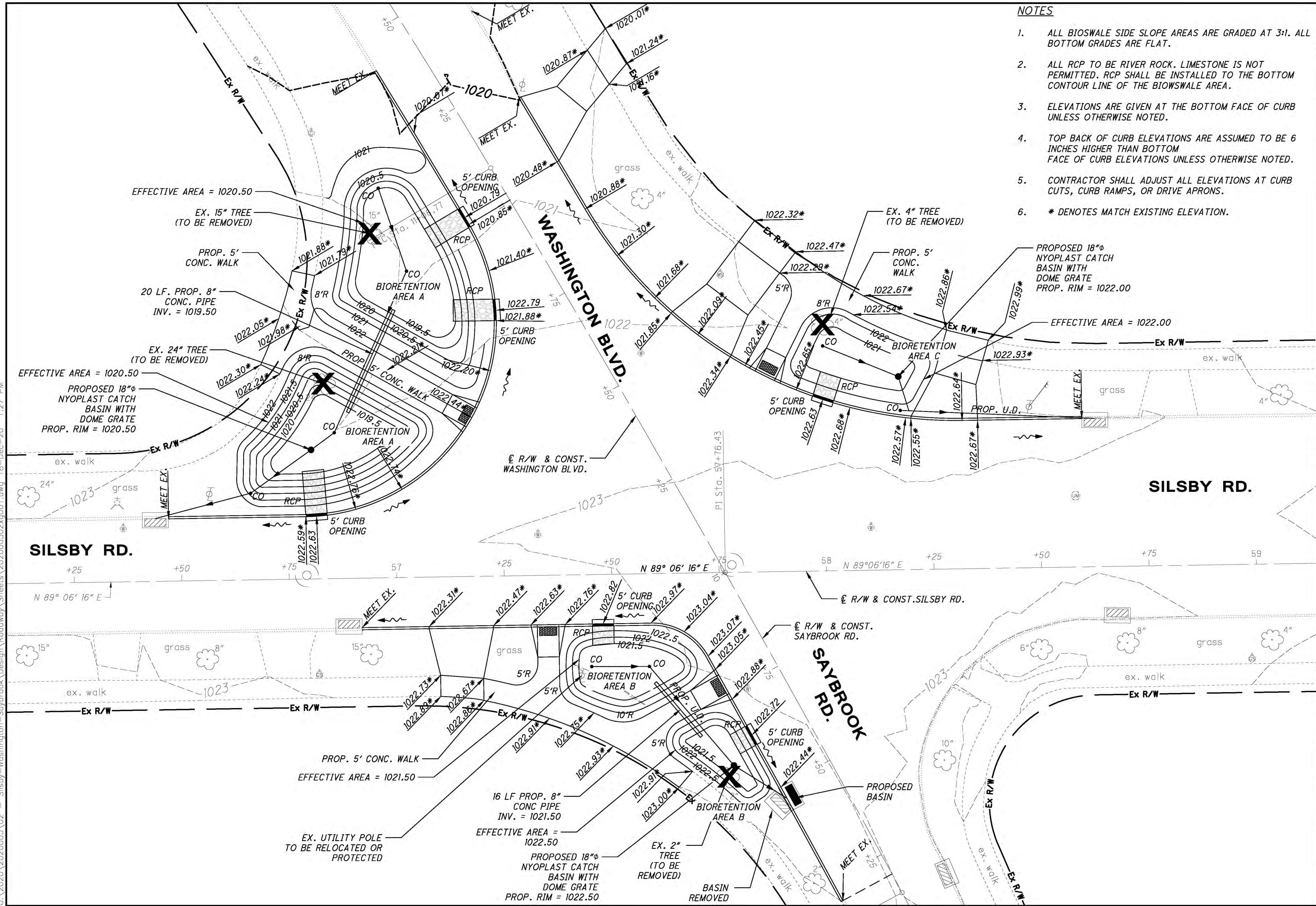


CURB RAMP DETAILS

INTERSECTION MODIFICATIONS

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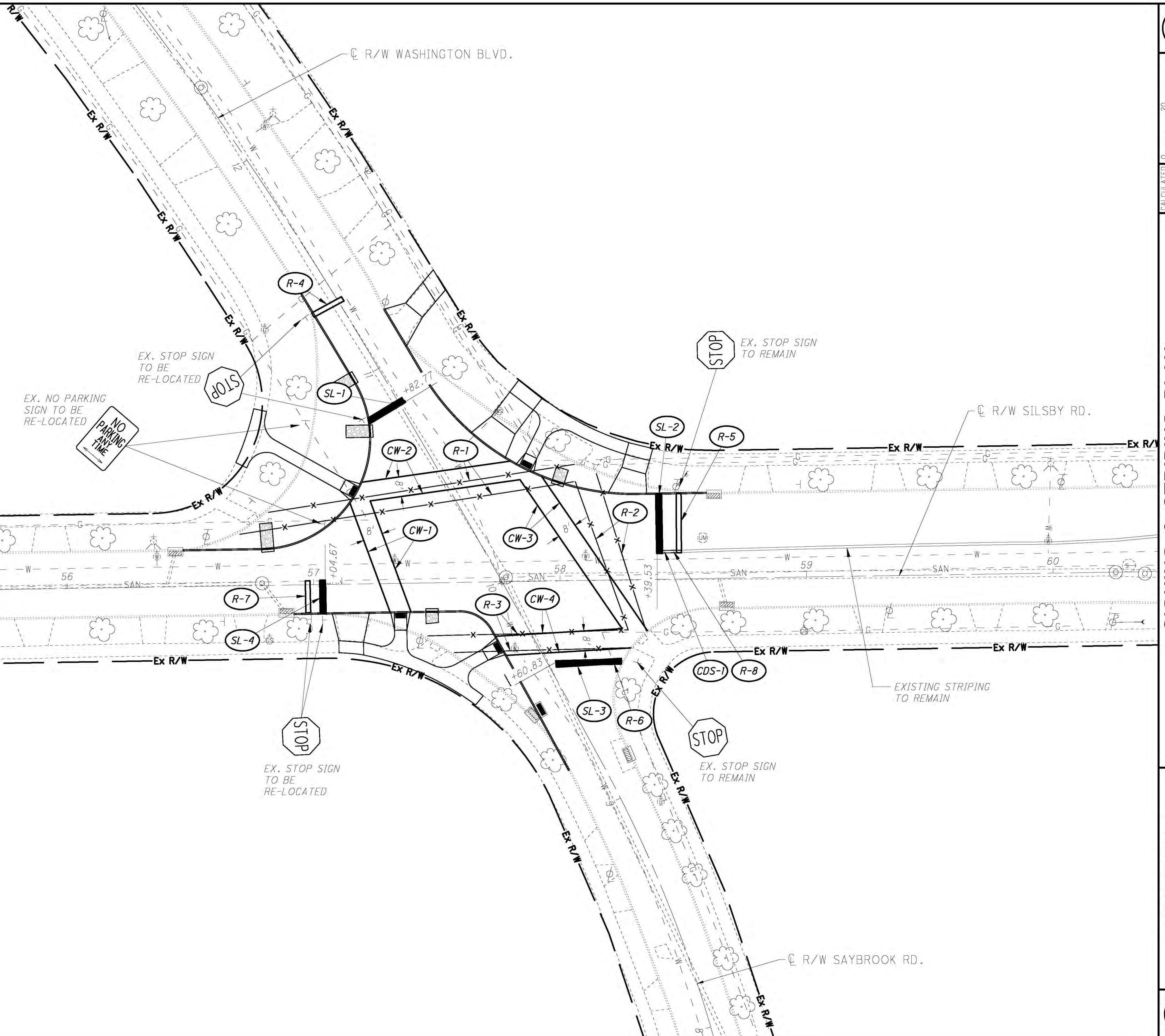
1. ALL BIOSWALE SIDE SLOPE AREAS ARE GRADED AT 3:1. ALL BOTTOM GRADES ARE FLAT.
2. ALL RCP TO BE RIVER ROCK. LIMESTONE IS NOT PERMITTED. RCP SHALL BE INSTALLED TO THE BOTTOM CONTOUR LINE OF THE BIOSWALE AREA.
3. ELEVATIONS ARE GIVEN AT THE BOTTOM FACE OF CURB UNLESS OTHERWISE NOTED.
4. TOP BACK OF CURB ELEVATIONS ARE ASSUMED TO BE 6 INCHES HIGHER THAN BOTTOM FACE OF CURB ELEVATIONS UNLESS OTHERWISE NOTED.
5. CONTRACTOR SHALL ADJUST ALL ELEVATIONS AT CURB CUTS, CURB RAMPS, OR DRIVE APRONS.
6. * DENOTES MATCH EXISTING ELEVATION.



GRADING PLAN

INTERSECTION MODIFICATIONS

ITEM DESCRIPTION	642	642	642	642	642	642
	CROSSWALK LINE REMOVED	STOP LINE REMOVED	CENTERLINE DOUBLE-SOLID REMOVED	CROSSWALK LINE	STOP LINE	CENTERLINE DOUBLE-SOLID
CW-1				95		
CW-2				122		
CW-3				149		
CW-4				102		
R-1	165					
R-2	120					
R-3	106					
SL-1					17	
SL-2					24	
SL-3					26	
SL-4					13	
R-4		14				
R-5		24				
R-6		26				
R-7		13				
CDS-1						8
R-8			8			
TOTAL	391	77	8	468	80	8



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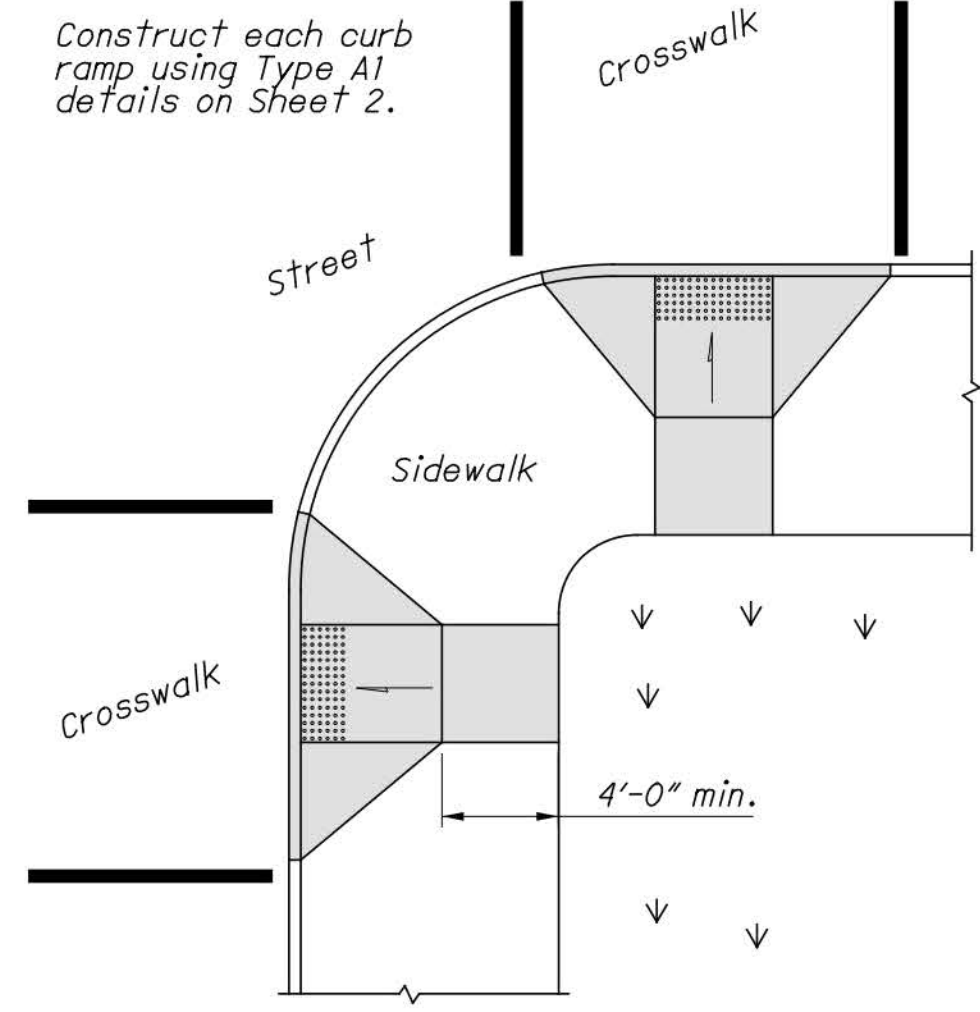
SIGNING & STRIPING PLAN

UNIVERSITY HEIGHTS

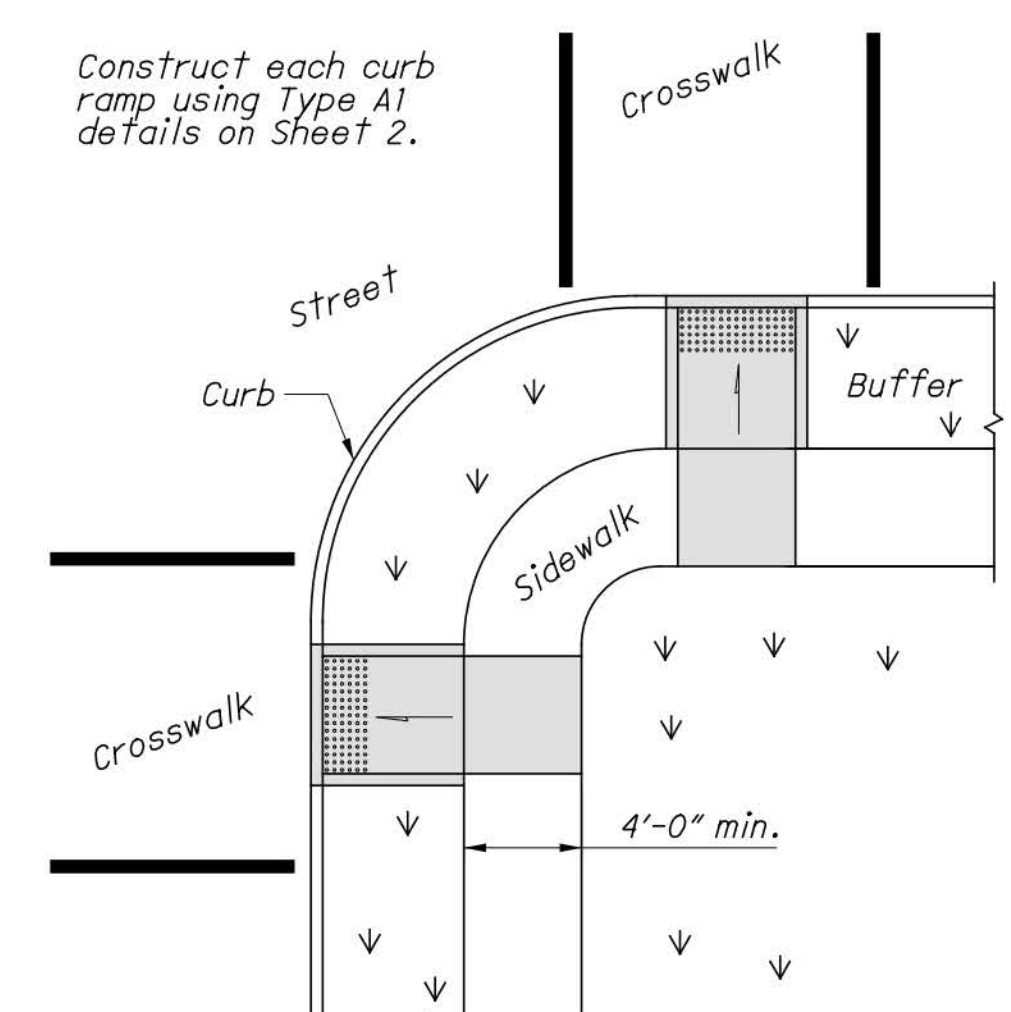
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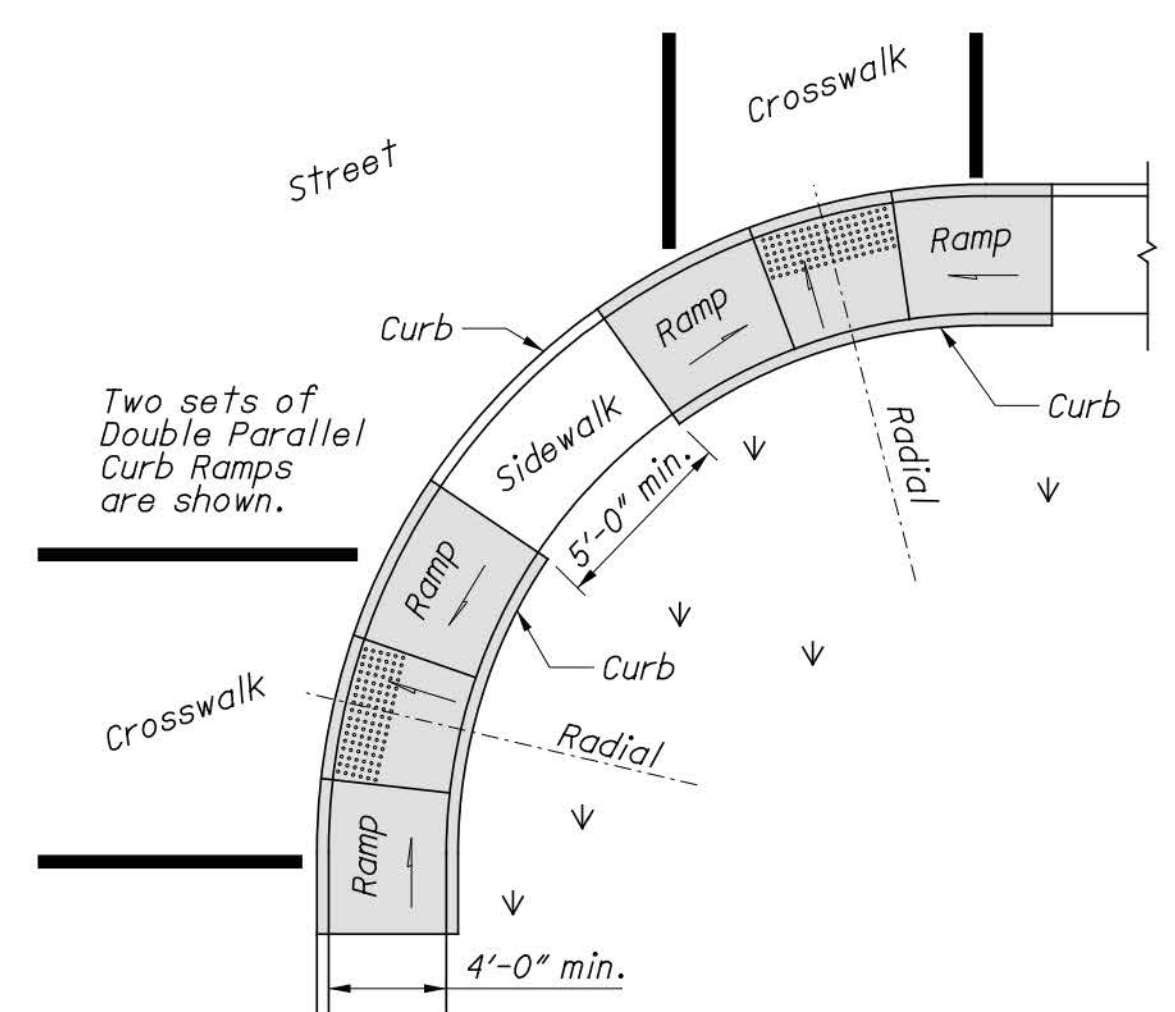


Use curb ramps with flared sides at locations with wide sidewalks.



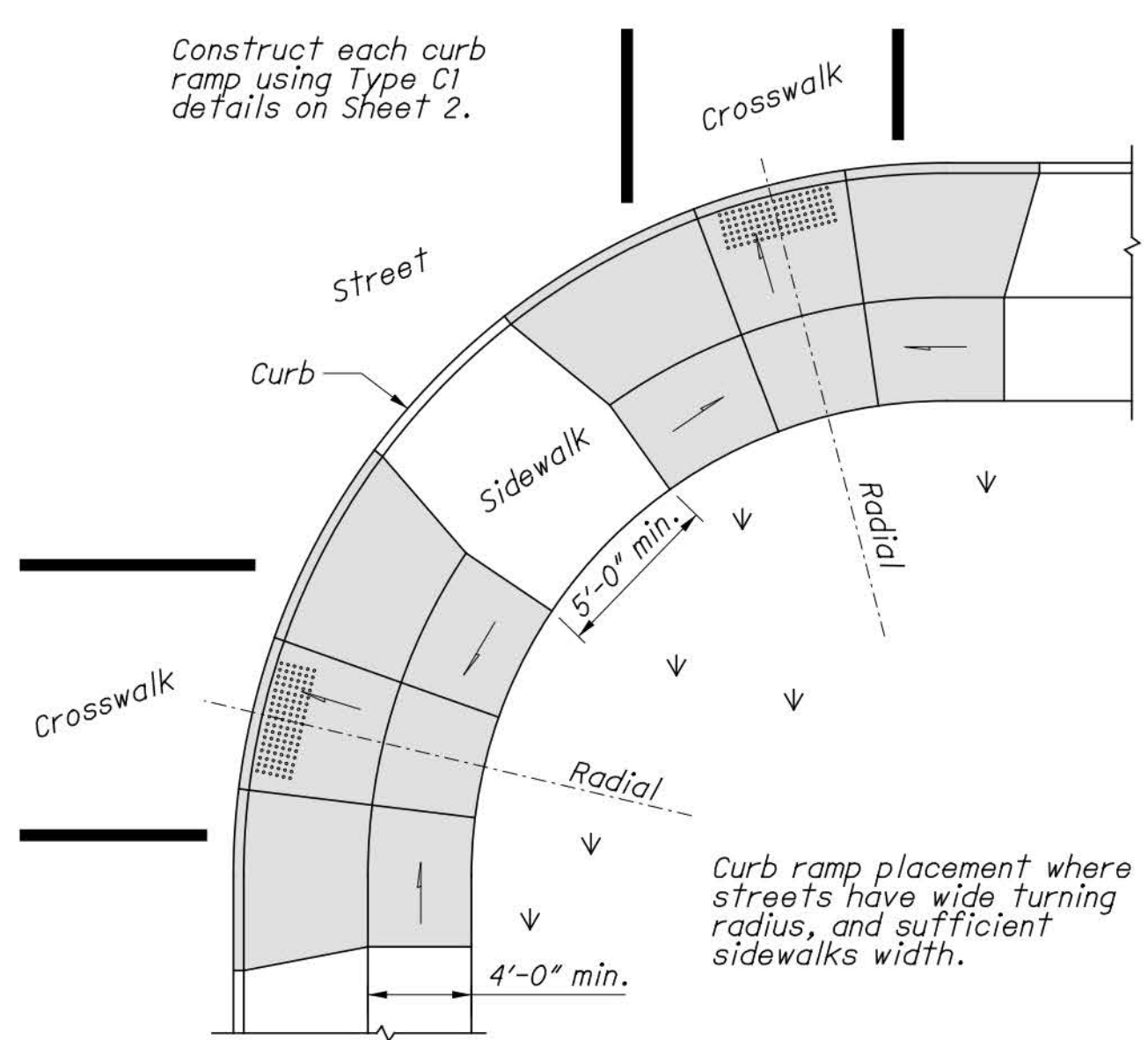
Use curb ramps with returned curbs where buffer is wide enough to accommodate ramp slope.

PERPENDICULAR CURB RAMPS

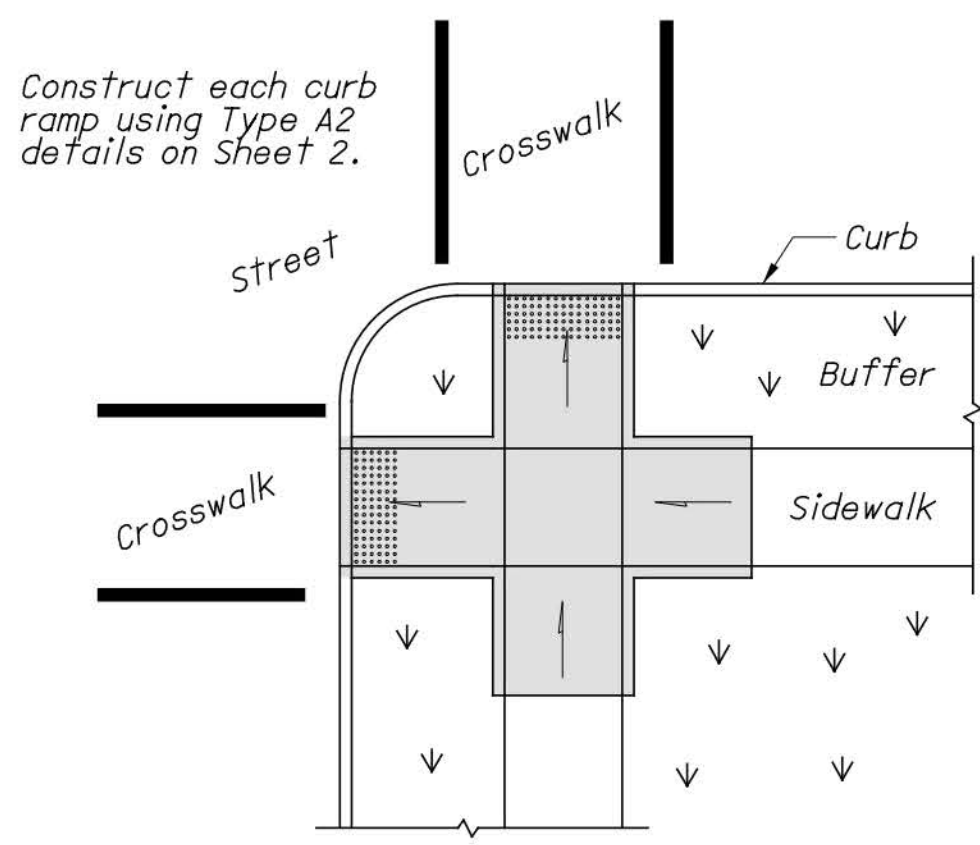


Place on streets having wide turning radius and where sidewalks are narrow.

PARALLEL CURB RAMPS



COMBINATION CURB RAMPS



NOTES

GENERAL: This drawing shows curb ramp types details and placement examples for curb ramp construction, including the installation of detectable warnings.

Curb ramp types are shown on Sheet 2 and include Perpendicular, Parallel, and Combined types as specified to be constructed in the locations shown on the project plans.

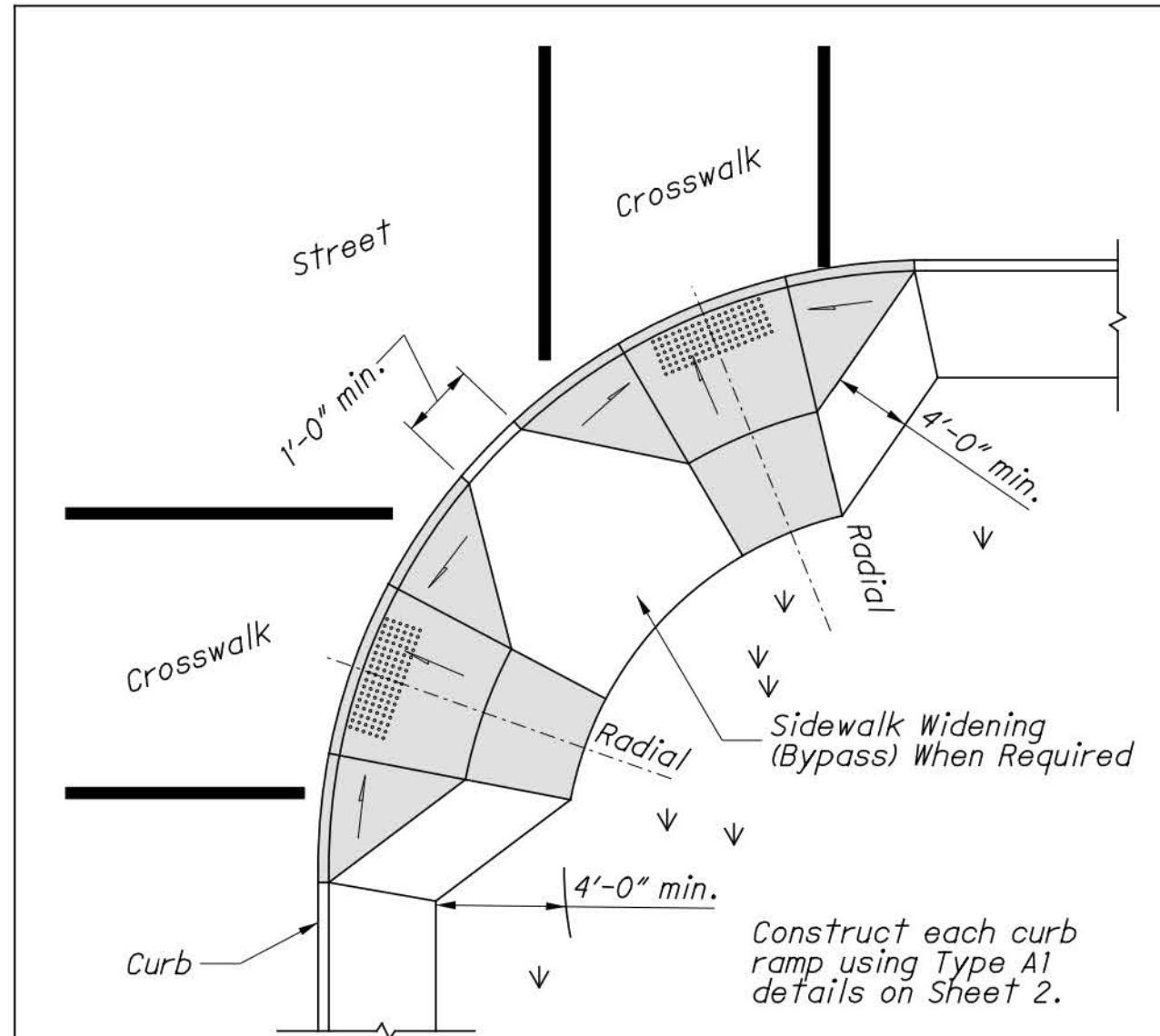
Curb ramps added to an existing intersection or walk should be individually detailed on the project plans to assure that the design is appropriate for site constraints and all items can be constructed to ADA standards. The contractor may adjust the placement of curb ramps if existing field conditions warrant with the approval of the Engineer.

PAYMENT: Measure and pay for the ramp area within the shaded limits of this drawing as Item 608 Curb Ramp, Square Foot. This includes the cost of any curb or curb and gutter, detectable warnings, landing areas and any additional materials, installation, grading, forming, and finishing required within the shaded area.

Work beyond the shaded ramp/landing area is paid for as curb (609) and walk (608). Removal of existing curb, walk (or existing curb ramps) are paid under Item 202.

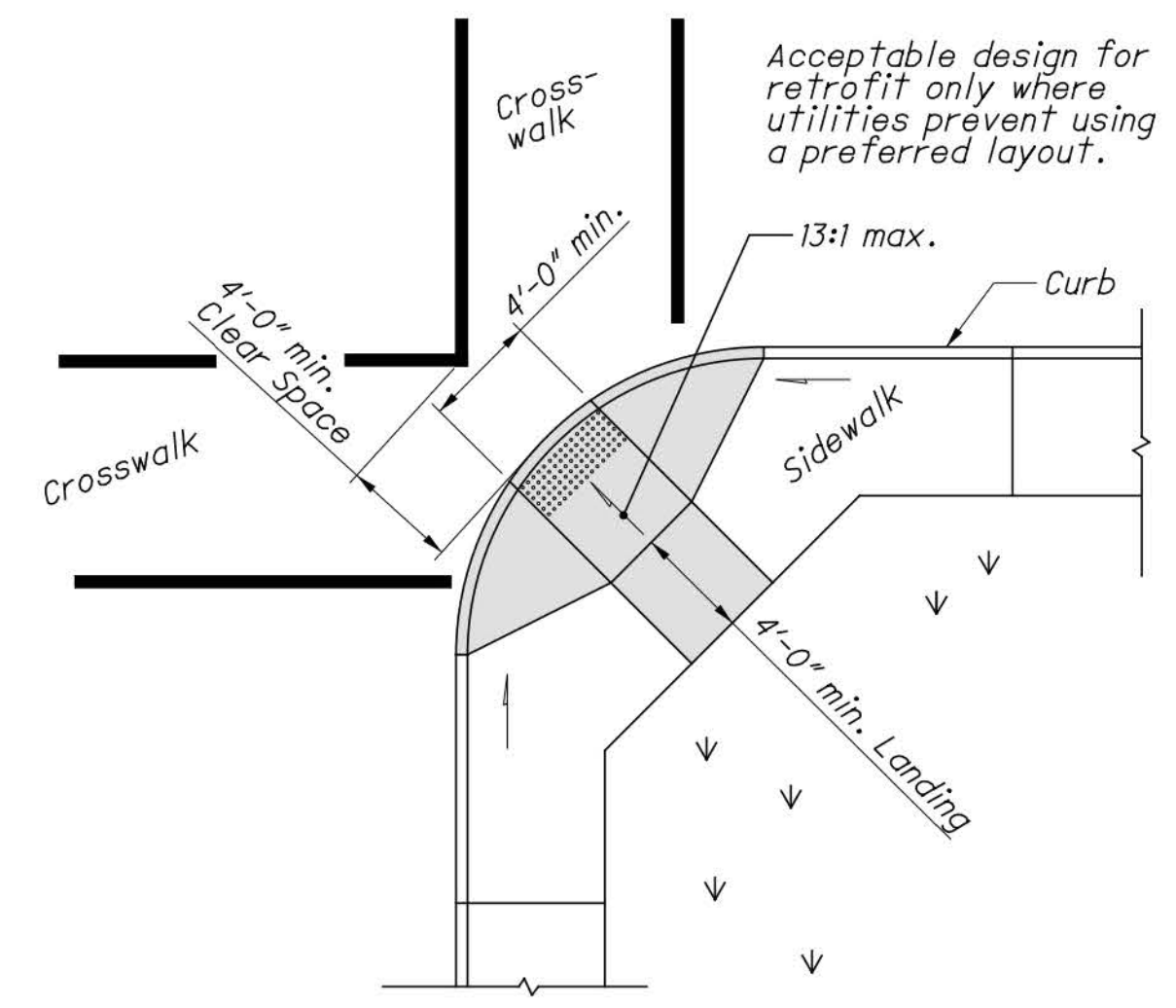
For at-grade crossing locations where only detectable warnings are required in order to achieve ADA compliance, measure and pay for the strip of detectable warnings as Item 608 Detectable Warning, Square Foot. The work to cast the tiles in place will also require removal of existing pavement (Item 202) to the nearest joint, or if no joint exists, a minimum of 4 feet.

PREFERRED CONSTRUCTION PLACEMENT



PERPENDICULAR RAMPS

Acceptable design on corners with wide turning radius where user is able to maneuver within crosswalk limits so as not to encroach into adjacent traveled lanes.



DIAGONAL RAMP (Type D)

Use this design only for existing walks, and when site constraints prohibit other designs. The diagonal Type D ramp may be constructed as either a Perpendicular, Parallel or Combination curb ramp type. Avoid using where curb radii are less than 20'-0".

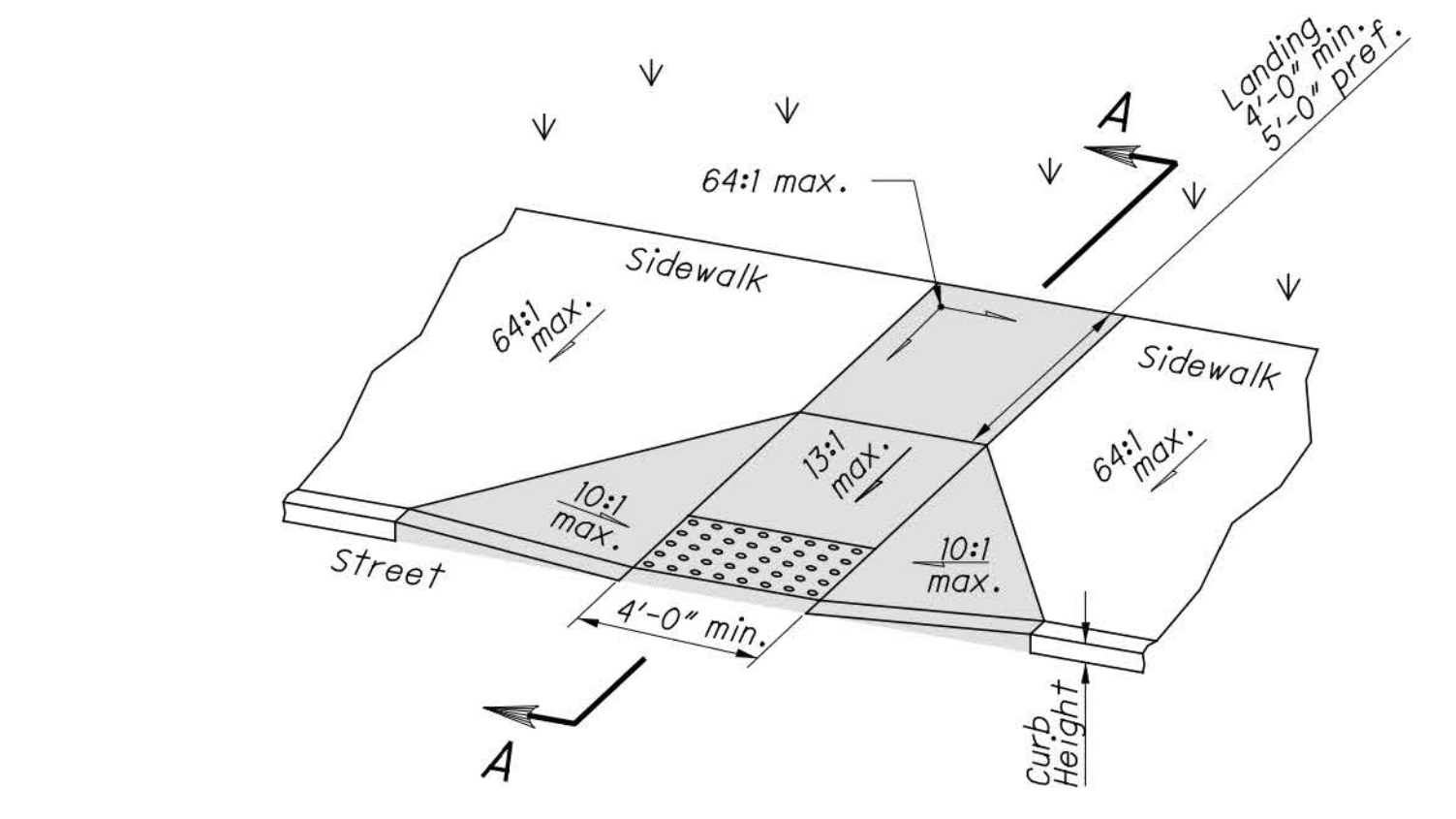
ACCEPTABLE CONSTRUCTION PLACEMENT

SCD NUMBER	BP-7.1	REVISION DATE	7-17-2020
OFFICE OF ROADWAY ENGINEERING	D. Fisher	CITY ENGINEER	Brenton Bogard
STATE OF OHIO DEPARTMENT OF TRANSPORTATION ADMINISTRATOR			

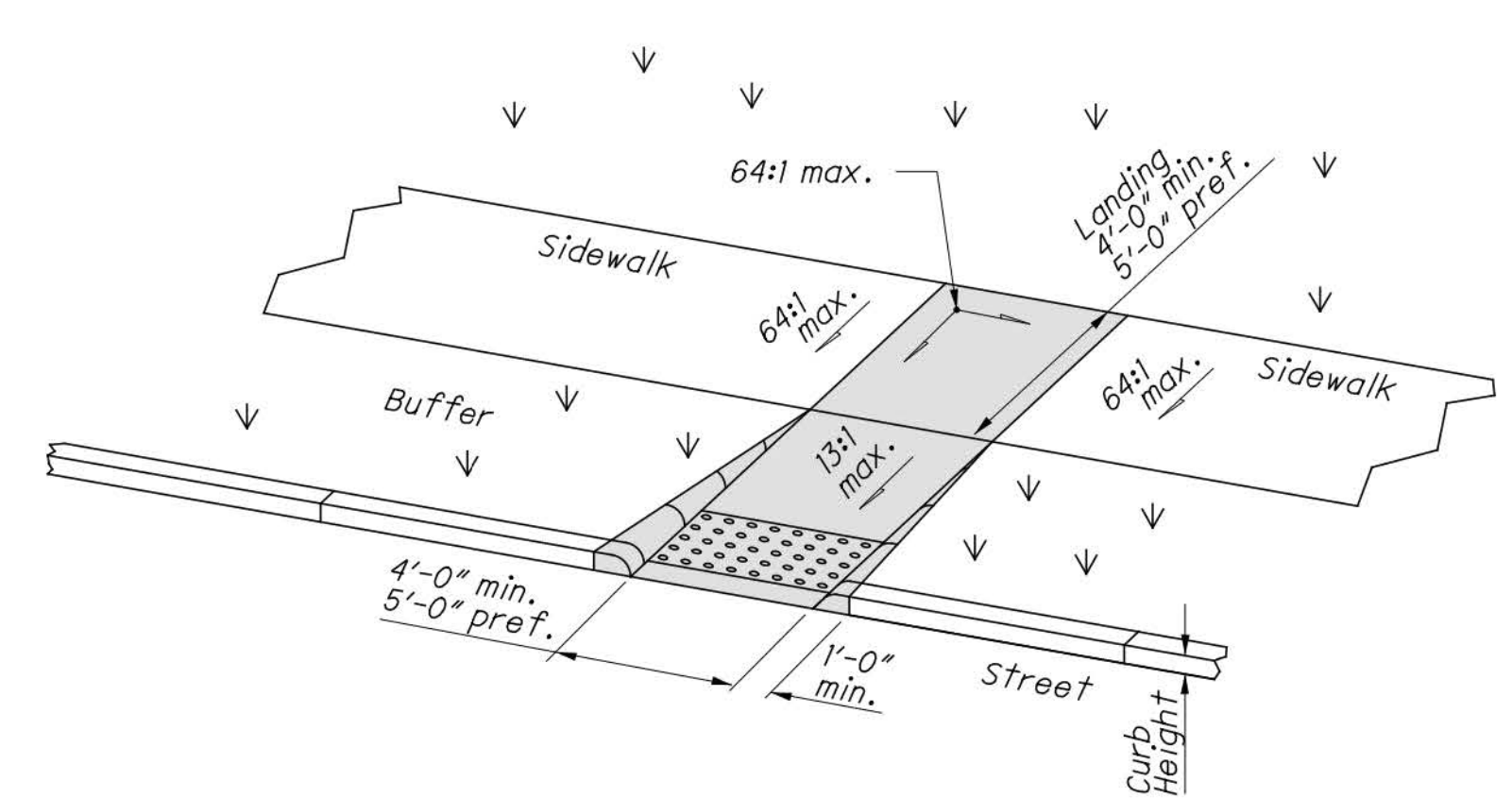
THIS DRAWING REPLACES BP-7.1 DATED 7-20-2018.

1 / 3

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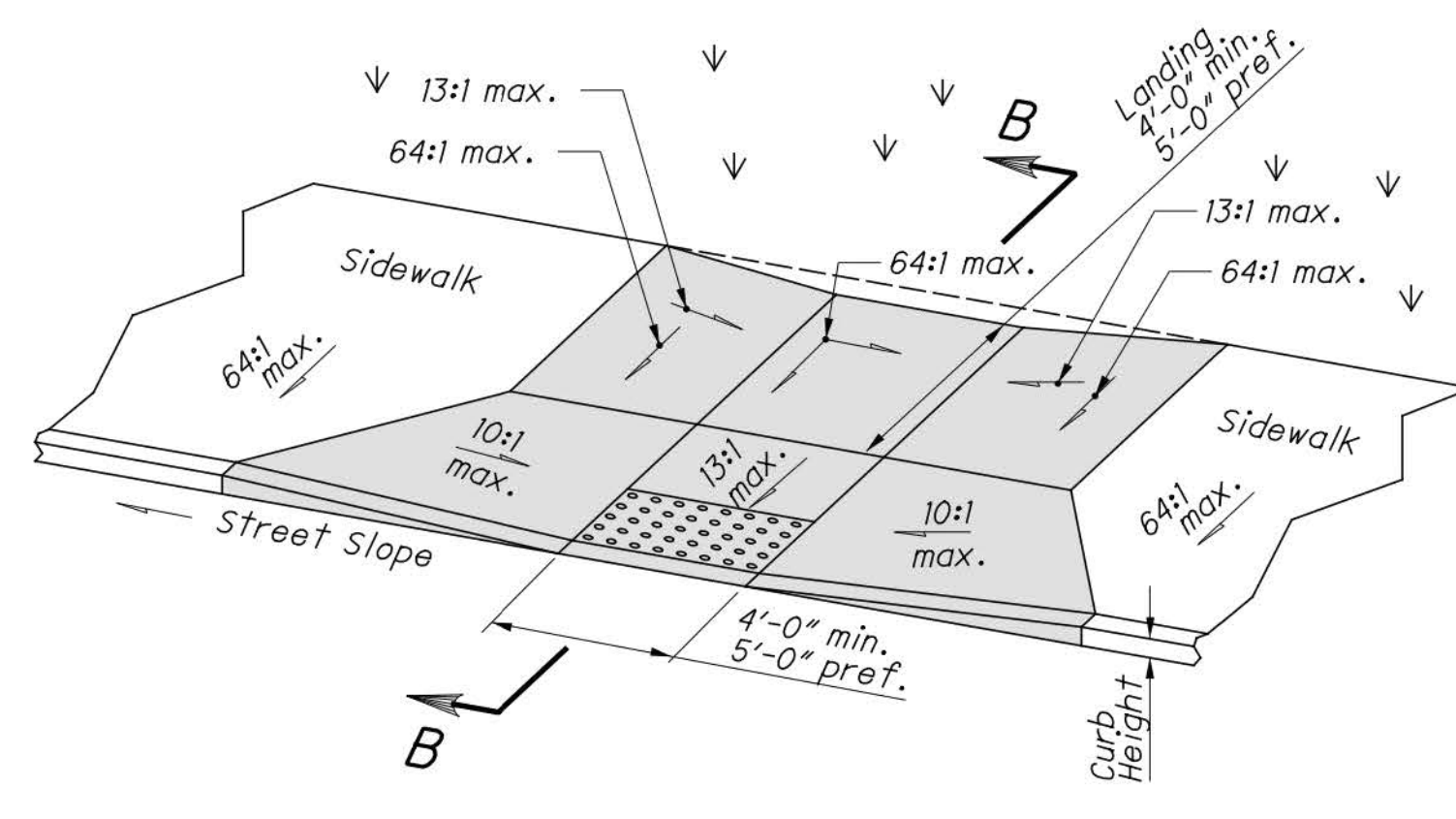


Type A1 (Perpendicular with flared sides)

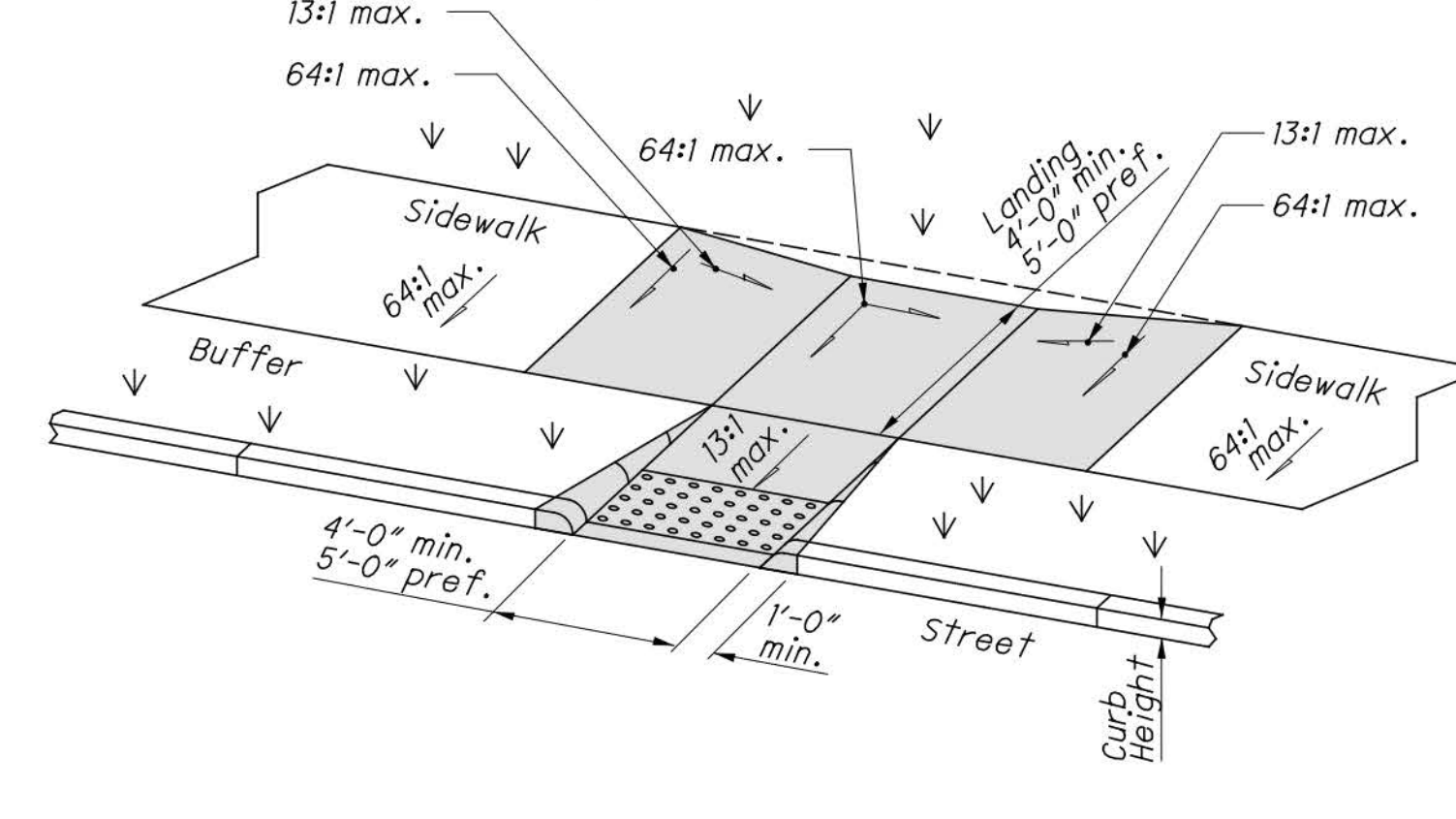


Type A2 (Perpendicular with returned curb)

PERPENDICULAR CURB RAMP DETAILS

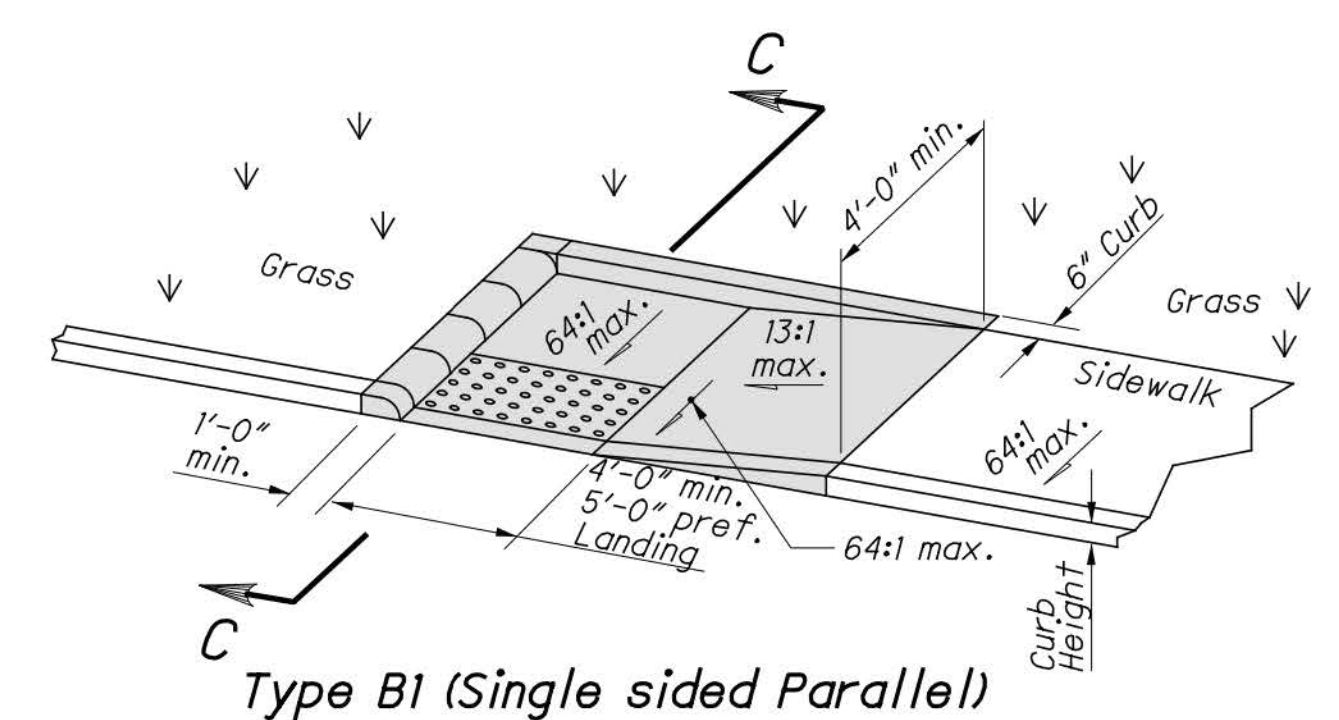


Type C1 (Combined with flared sides)

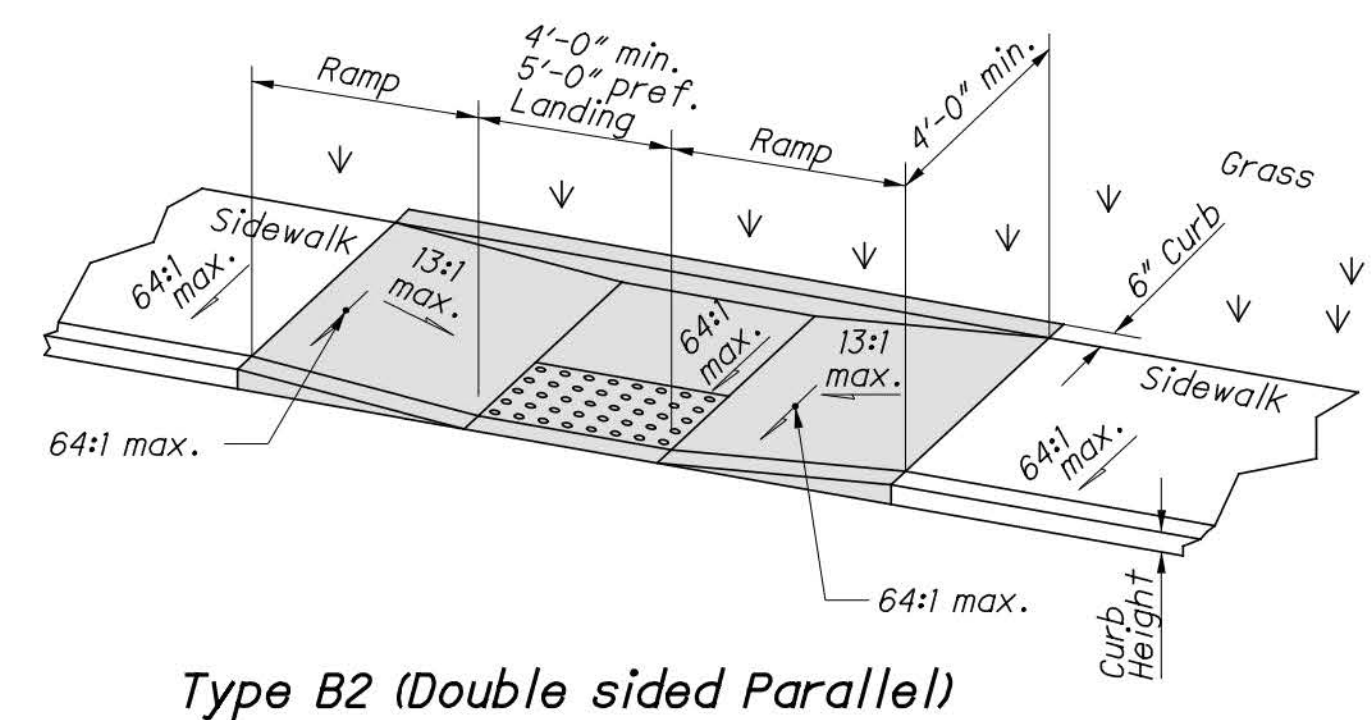


Type C2 (Combined with returned curb)

COMBINED CURB RAMP DETAILS

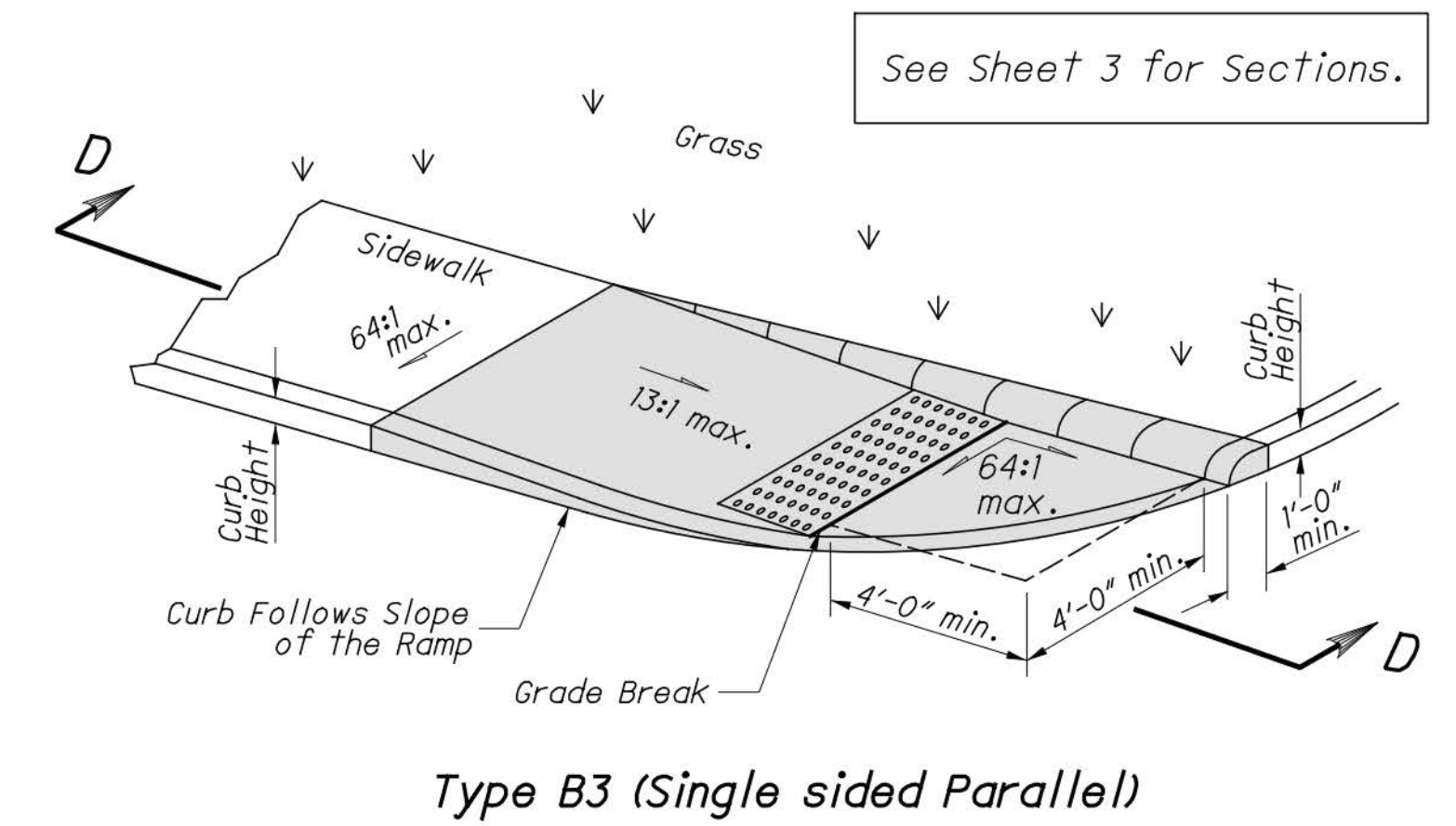


Type B1 (Single sided Parallel)



Type B2 (Double sided Parallel)

PARALLEL CURB RAMP DETAILS



Type B3 (Single sided Parallel)

NOTES CONTINUED

The running slope of the curb ramp shall be a 13:1 maximum or flatter. In existing sidewalks, where the maximum ramp slope is not feasible due to site constraints (e.g. utility poles or vaults, right-of-way limits) it may be reduced as follows:

- A) 10:1 for a max. rise of 6"
- B) 8:1 for a max. rise of 3"
- C) 6:1 over a max. run of 2'-0" for historic areas where a flatter slope is not feasible.

To prevent chasing the grade indefinitely, the transition from existing sidewalk to the shaded curb ramp area is not required to exceed 15 feet in length.

While ramps may be skewed to the crosswalk, the entire lower landing area must fall within the cross walk that the ramp serves and cannot be located in the traveled lane of opposing traffic.

The counter slope of the gutter or street at the foot of a curb ramp, landing, or blended transitions shall be 20:1 or flatter.

The bottom edge of the ramp shall change planes perpendicular to the landing.

The edge of the curb shall be flush with the edge of the adjacent pavement and gutter and surface slopes that meet grade breaks shall also be flush.

Ramp landings shall be 4' min. x 4' min. with a 64:1 or flatter cross slope and running slope.

DETECTABLE WARNINGS: Install Detectable Warnings on each curb ramp with approved materials, as shown on Sheet 3. Install these proprietary products as per manufacturer's written instructions.

DRAINAGE: Contractor is to ensure the base of each constructed curb ramp allows for proper drainage, without exceeding allowable cross slope or ramp slopes. Vertical change in level exceeding 1/8" between the 1) pavement and gutter, and 2) gutter and ramp, are not allowed.

SURFACE TEXTURE: Texture concrete surfaces by coarse brooming transverse to the ramp slopes to be rougher than the adjacent walk.

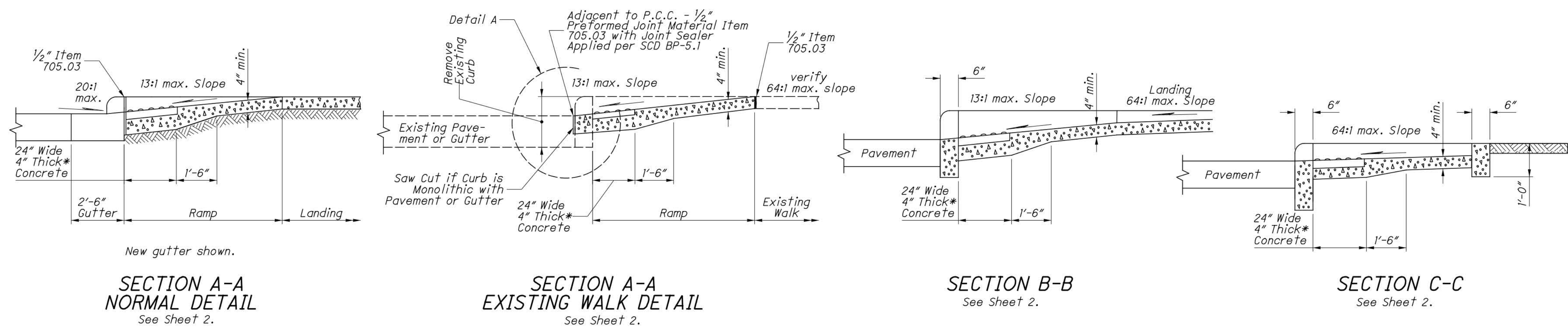
JOINTS: Provide expansion joints in the curb ramp as extensions of walk joints and consistent with Item 608.03 requirements for a new concrete walk. Provide a 1/2" Item 705.03 expansion joint filler around the edge of ramps built in existing concrete walks. Lines shown on this drawing indicate the ramp edges and slope changes, and do not necessarily indicate joint lines.

SCD NUMBER	BP-7.1	OFFICE OF ROADWAY ENGINEERING	CITY ENGINEER	STATE OF OHIO DEPARTMENT OF TRANSPORTATION ADMINISTRATOR	REVISION DATE
			D. Fisher	Brenton Bogard	7-17-2020
THIS DRAWING REPLACES BP-7.1 DATED 7-20-2018.					
STANDARD ROADWAY CONSTRUCTION DRAWING NEW CURB RAMP (with Detectable Warnings)					
2 / 3					

MINIMUM OPENING AT STREET SHALL BE 6 FEET TO ACCOMODATE SIDEWALK SNOW PLOWS.

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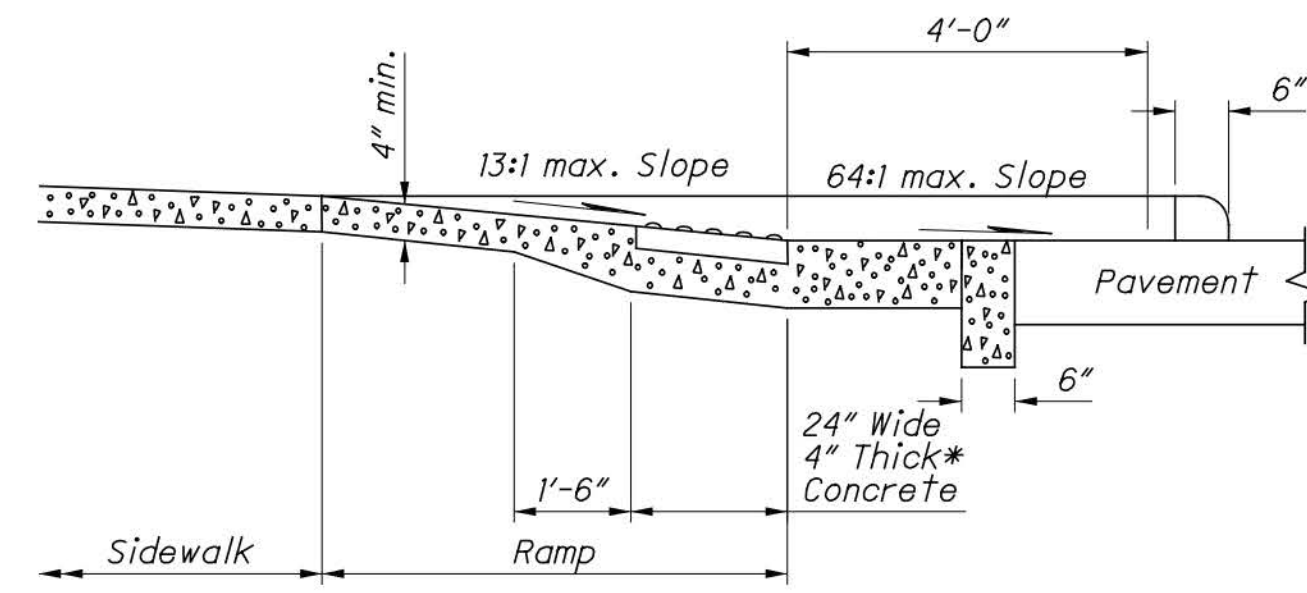


**SECTION A-A
NORMAL DETAIL**
See Sheet 2.

**SECTION A-A
EXISTING WALK DETAIL**
See Sheet 2.

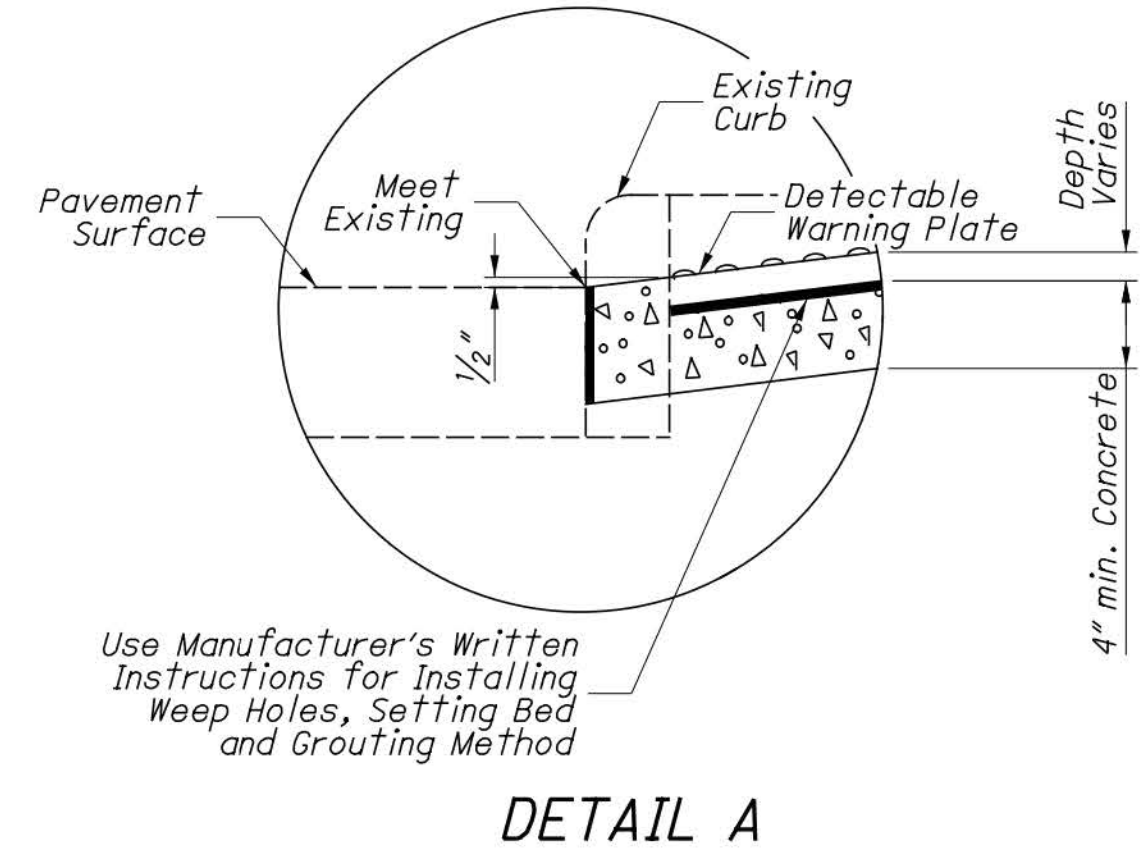
SECTION B-B
See Sheet 2.

SECTION C-C
See Sheet 2.

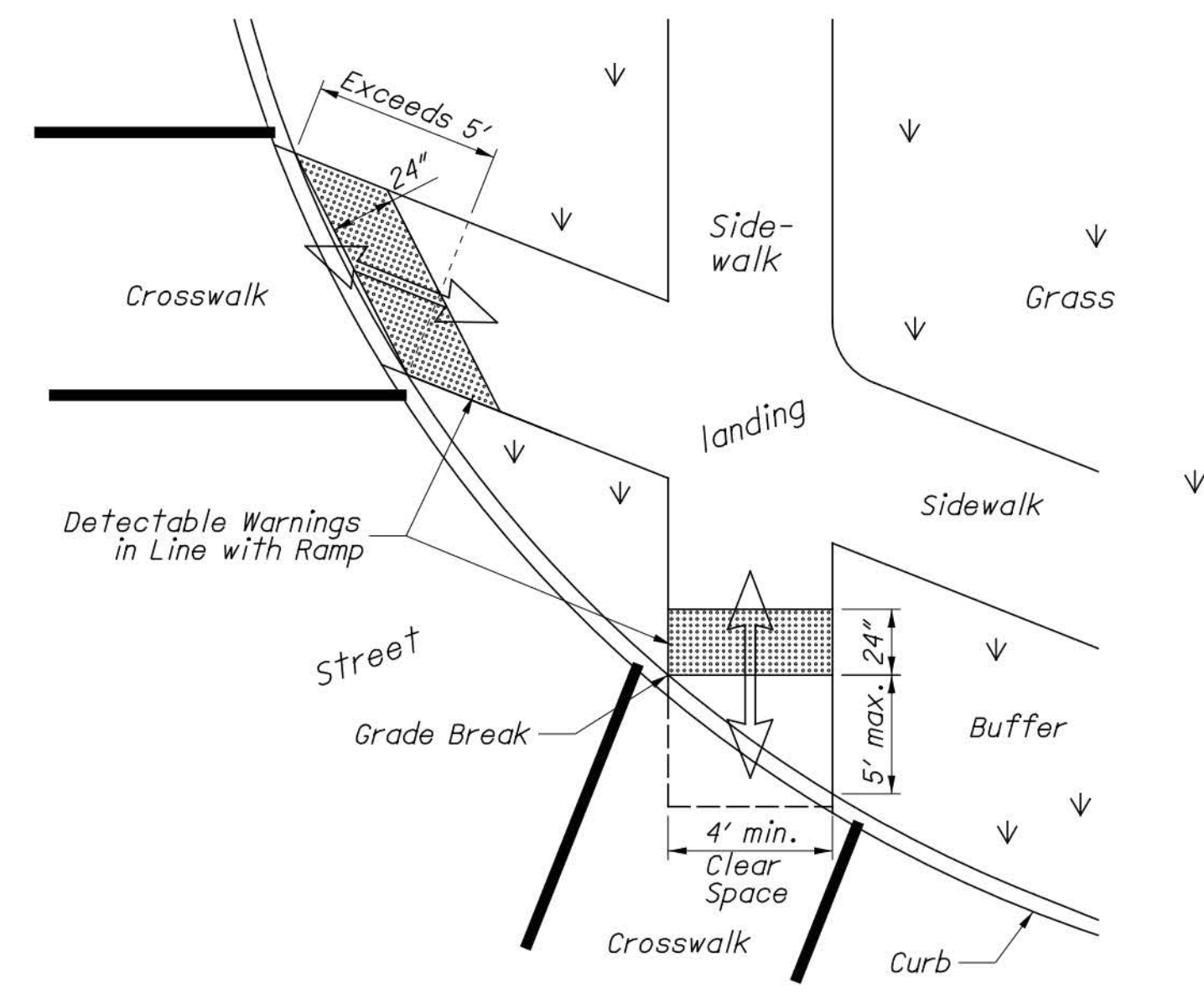


SECTION D-D
See Sheet 2.

*Where possible, pour ramp area integral with the curb, otherwise use 6\"/>



DETAIL A



DETECTABLE WARNING ALIGNMENT

DETECTABLE WARNINGS NOTES

GENERAL: Detectable Warnings are a distinctive surface pattern of truncated domes which are detectable by cane or underfoot to alert people with vision impairments of their approach to streets and hazardous drop-offs.

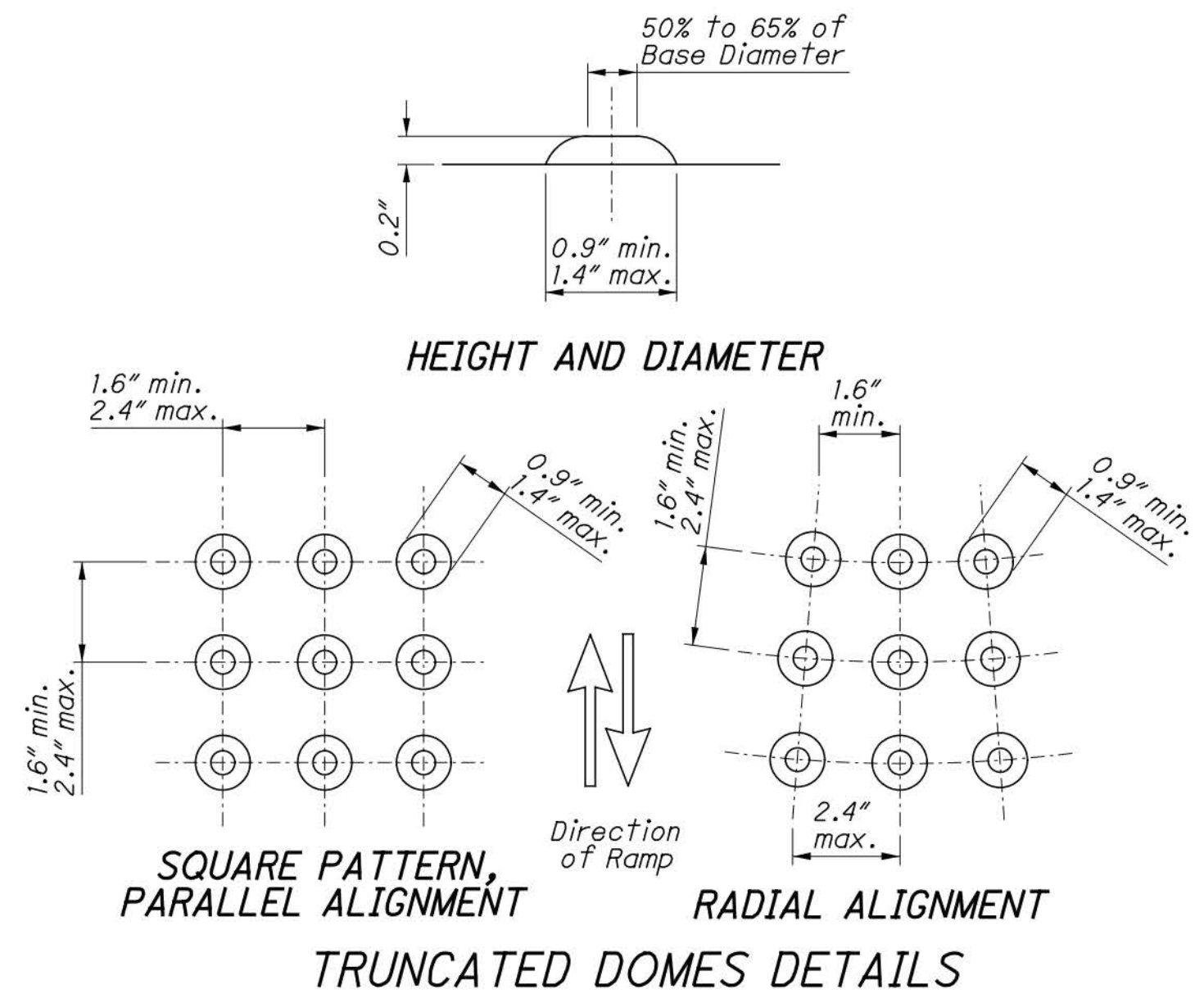
PLACEMENT: Detectable warnings are to be installed at any location where pedestrians might cross paths with vehicular traffic lanes, such as the base of curb ramps or at blended curbs. A 24\"/>

Some detectable warning products require a concrete border for proper installation. The concrete border should not exceed 2\"/>

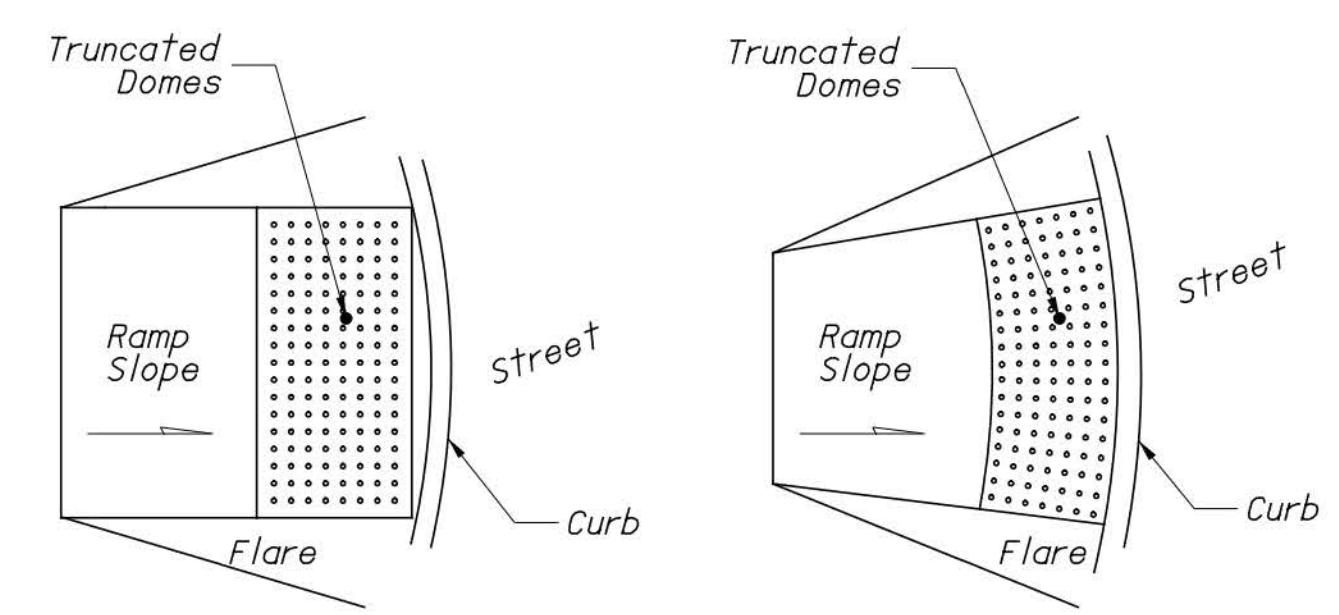
The depth of concrete underneath detectable warning products shall be a minimum of 4\"/>

ALIGNMENT: Truncated domes should be aligned with the primary direction of the ramp as shown on the DETECTABLE WARNING ALIGNMENT Detail. Normally the detectable warnings should be flush with the back of the curb, but for skewed conditions see DETECTABLE WARNING ALIGNMENT Detail. For non-standard layouts, detectable warning materials may have to be mitered and placed segmentally.

PRODUCTS & COLORS: Color of the detectable warnings should contrast with surrounding concrete walk and ramp. Black is not an acceptable color. Approved products and guidance on color may be found on the Office of Roadway Engineering Service's Detectable Warnings Approved List. Install products as per manufacturer's printed instructions.



TRUNCATED DOMES DETAILS



DOME ALIGNMENT ON RADIUSED CURB

SCD NUMBER	BP-7.1	REVISION DATE	7-17-2020
STANDARD ROADWAY CONSTRUCTION DRAWING	NEW CURB RAMP (with Detectable Warnings)	CITY ENGINEER	D. Fisher
STATE OF OHIO DEPARTMENT OF TRANSPORTATION ADMINISTRATOR	Brenton Bogard		

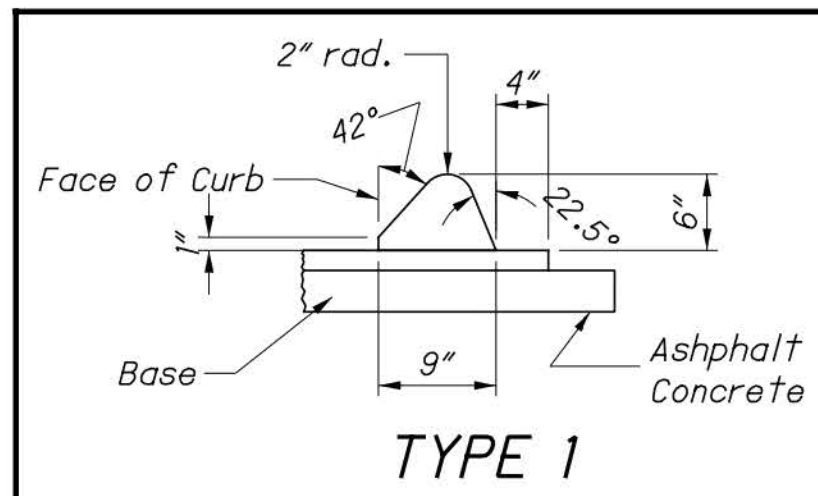
THIS DRAWING REPLACES BP-7.1 DATED 7-20-2018.

CALCULATED
 CRW
 CHECKED
 NJF

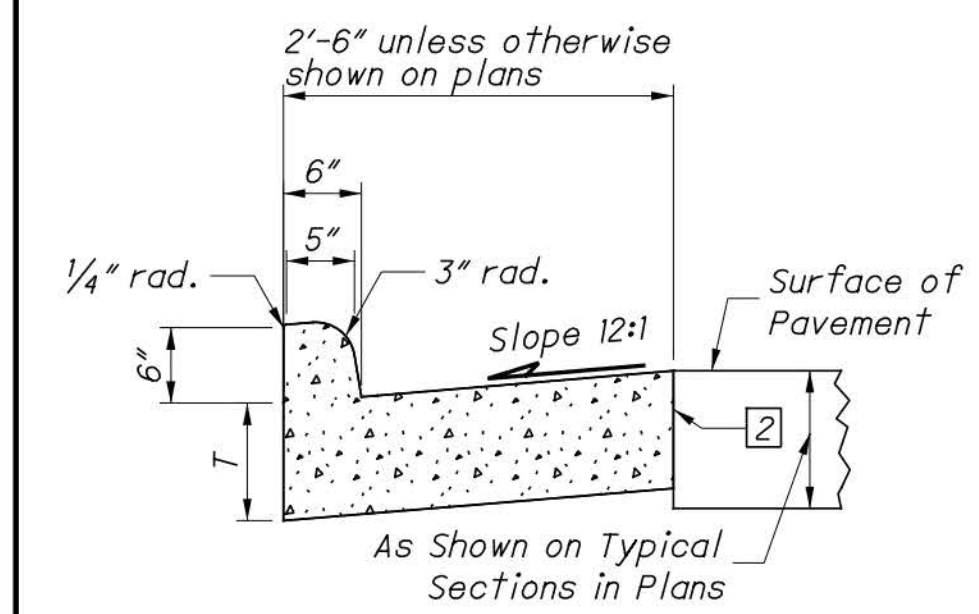
MISCELLANEOUS DETAILS

UNIVERSITY HEIGHTS

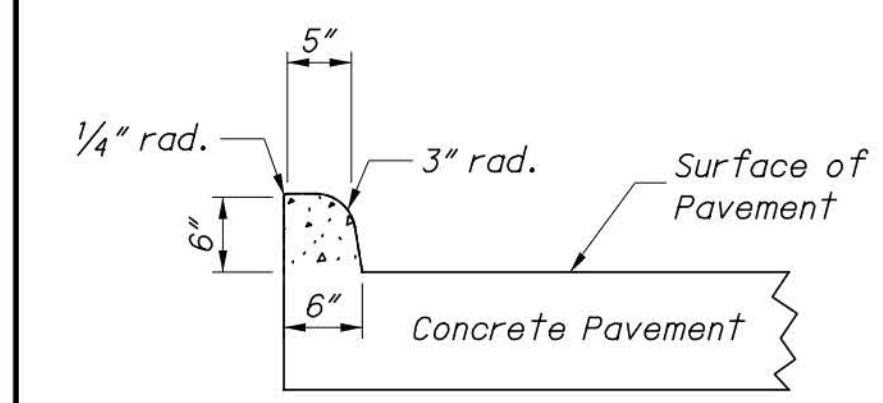
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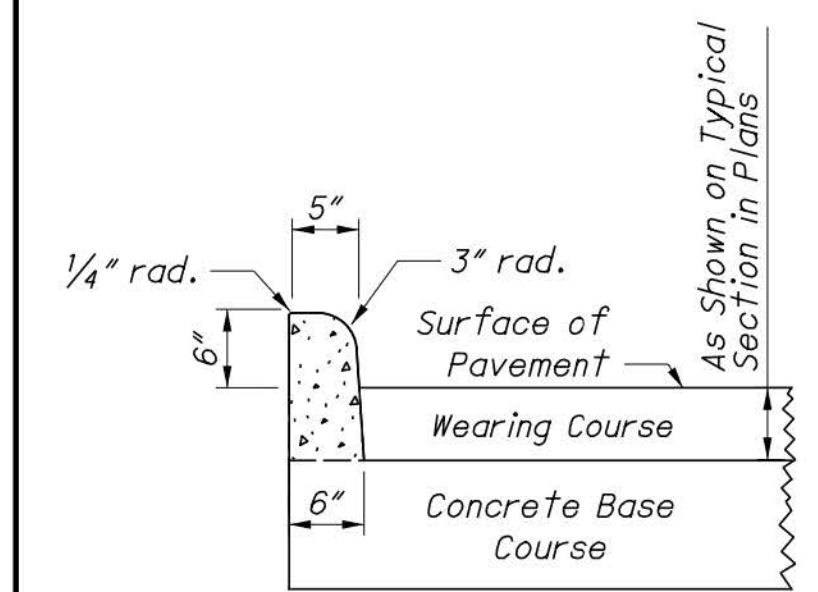
TYPE 1



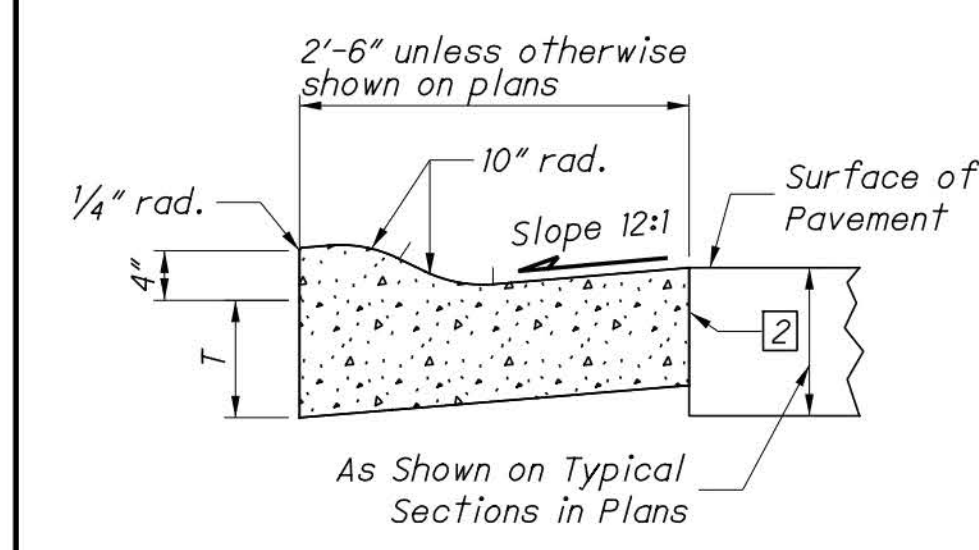
TYPE 2



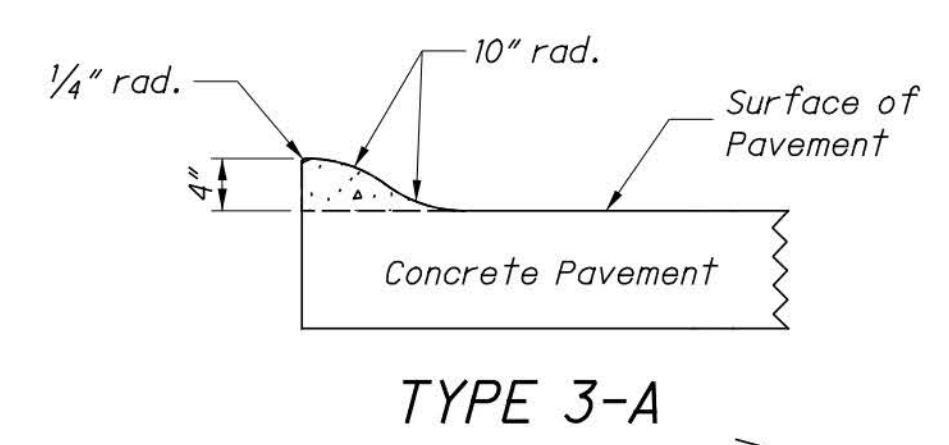
TYPE 2-A



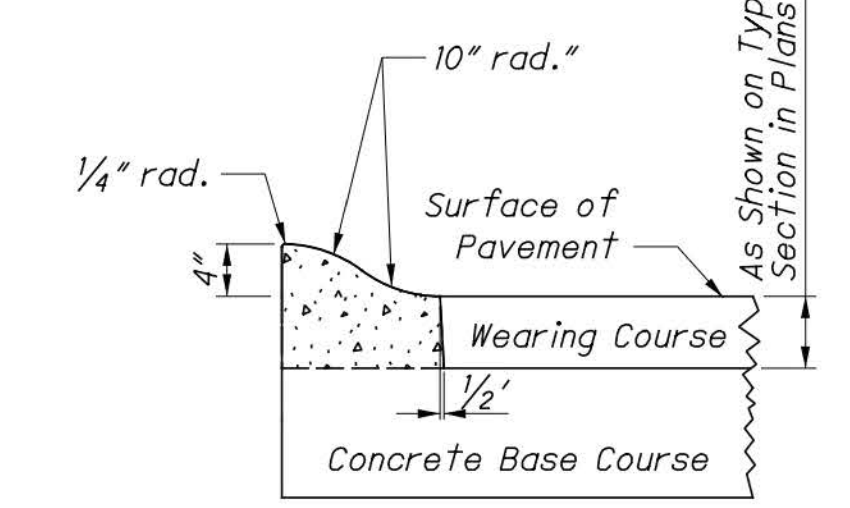
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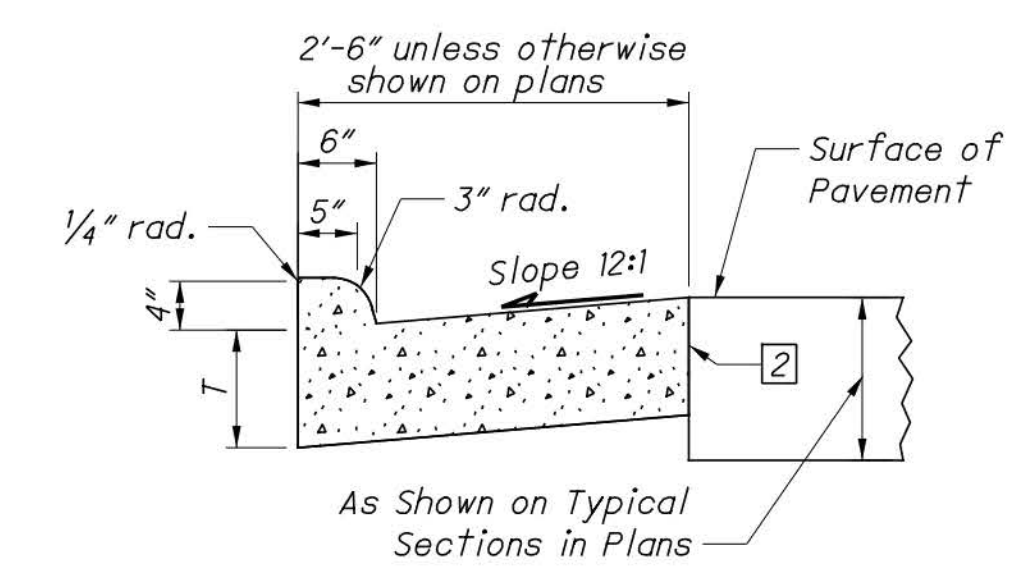
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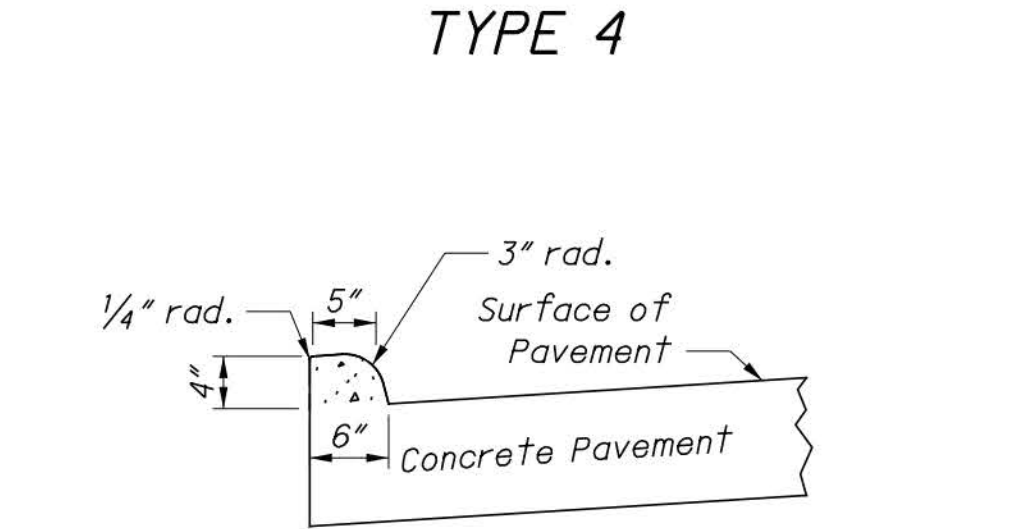
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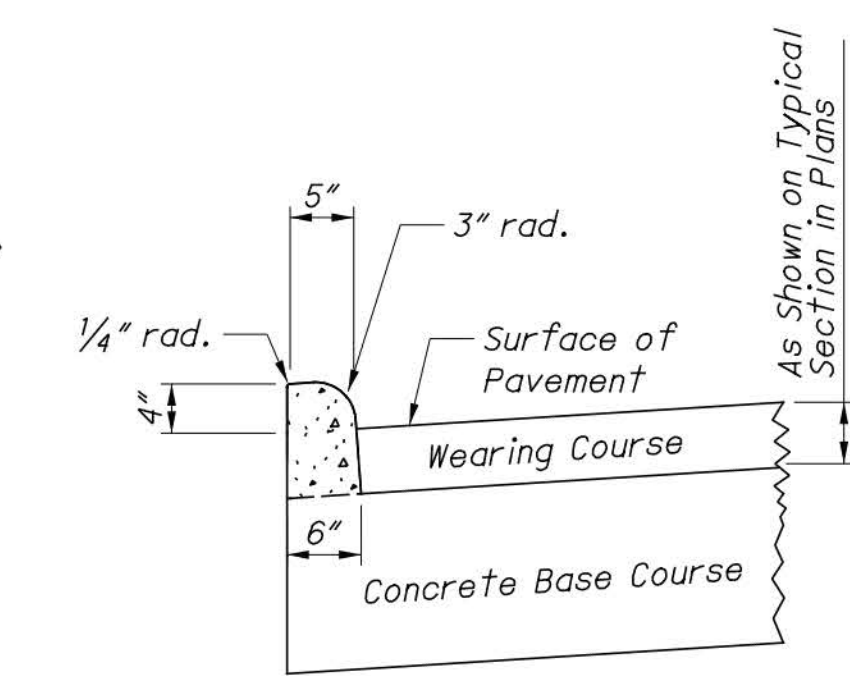
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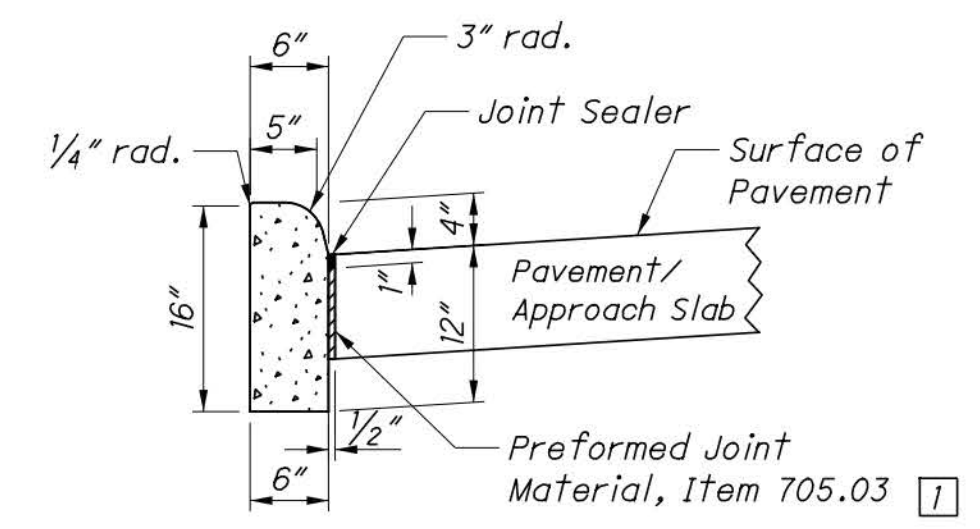
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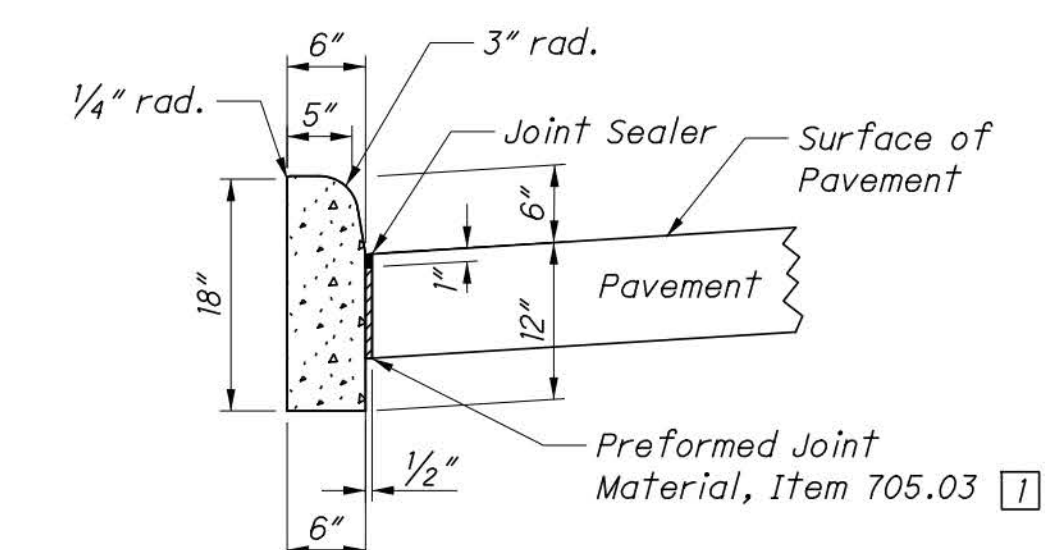
TYPE 4-A



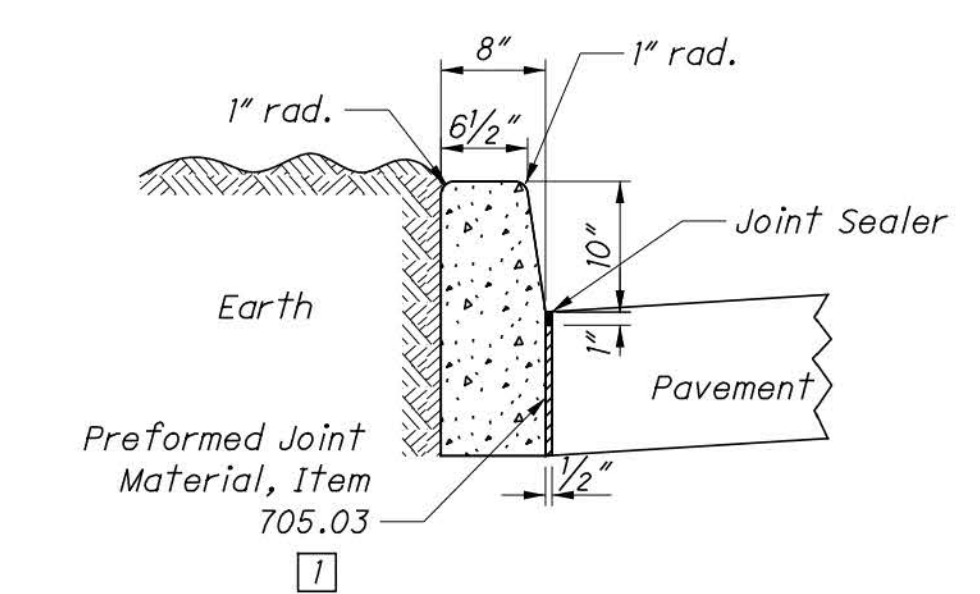
TYPE 4-B



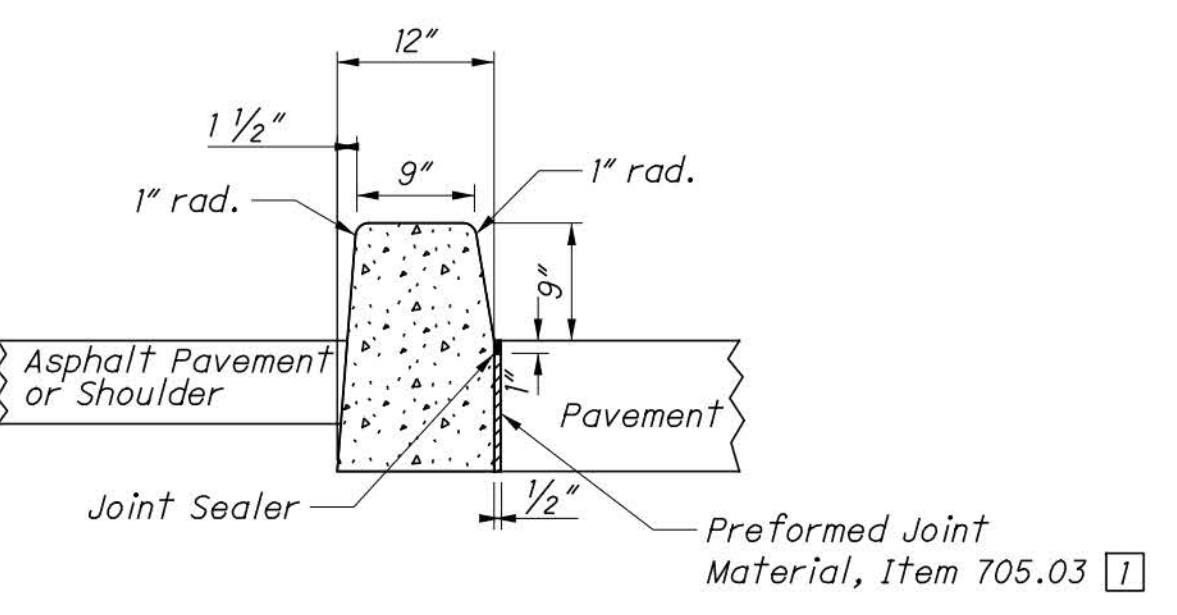
TYPE 4-C



TYPE 6



TYPE 7



TYPE 8

NOTES

GENERAL: This drawing shows alternate types of curb that may be used on various types of pavement. The typical section of the project shows the type to be used, also the thickness of the edge of the pavement or the edge of the curb and gutter section.

JOINTS: 1" expansion joints shall extend up to the top of the curb and shall be constructed in the curb and gutter section in such a manner that the joint seal will extend the full width of the gutter and into the curb face a sufficient distance to seal the joint to an elevation of a least 2" above the flow line of the gutter. Dowel bars shall be used in the curb and gutter section at expansion joints and to the surface of the pavement.
 Transverse expansion joint material shall meet the requirements of Item 705.03.

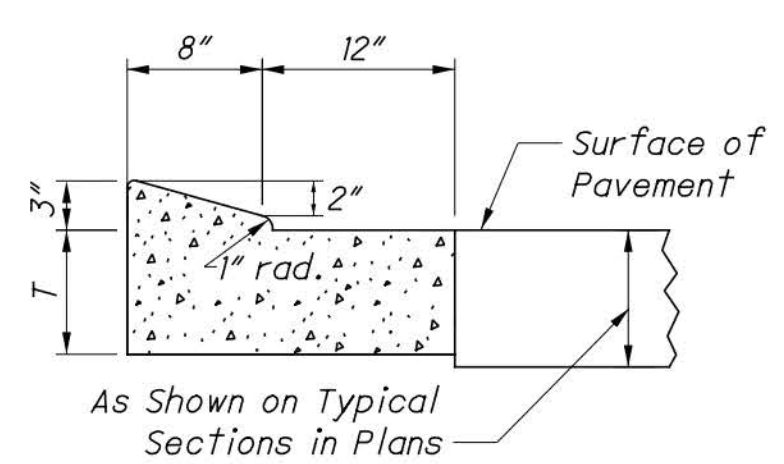
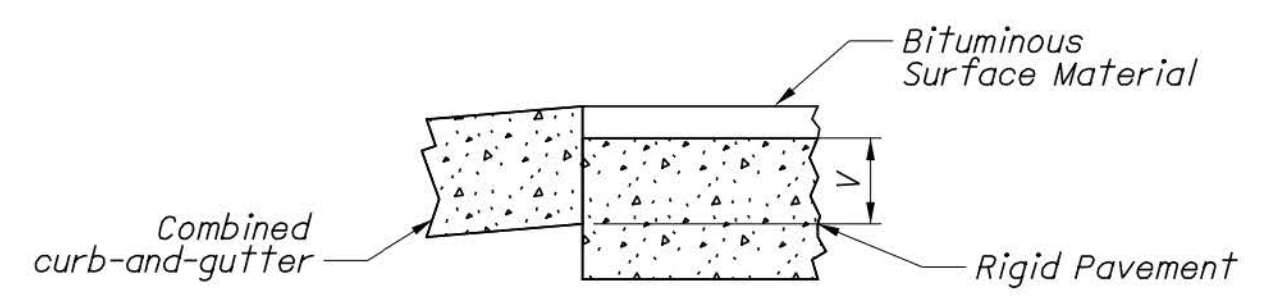
GUTTER PLATE THICKNESS: Thickness of gutter plate "T" shall be 9" unless otherwise shown on the plans.

TOLERANCES: Dimensional tolerances are as follows:
 Curbs: $\pm 1/32"$ to $\pm 1/4"$.
 Gutters: 0 to $\pm 1/2"$.

LEGEND

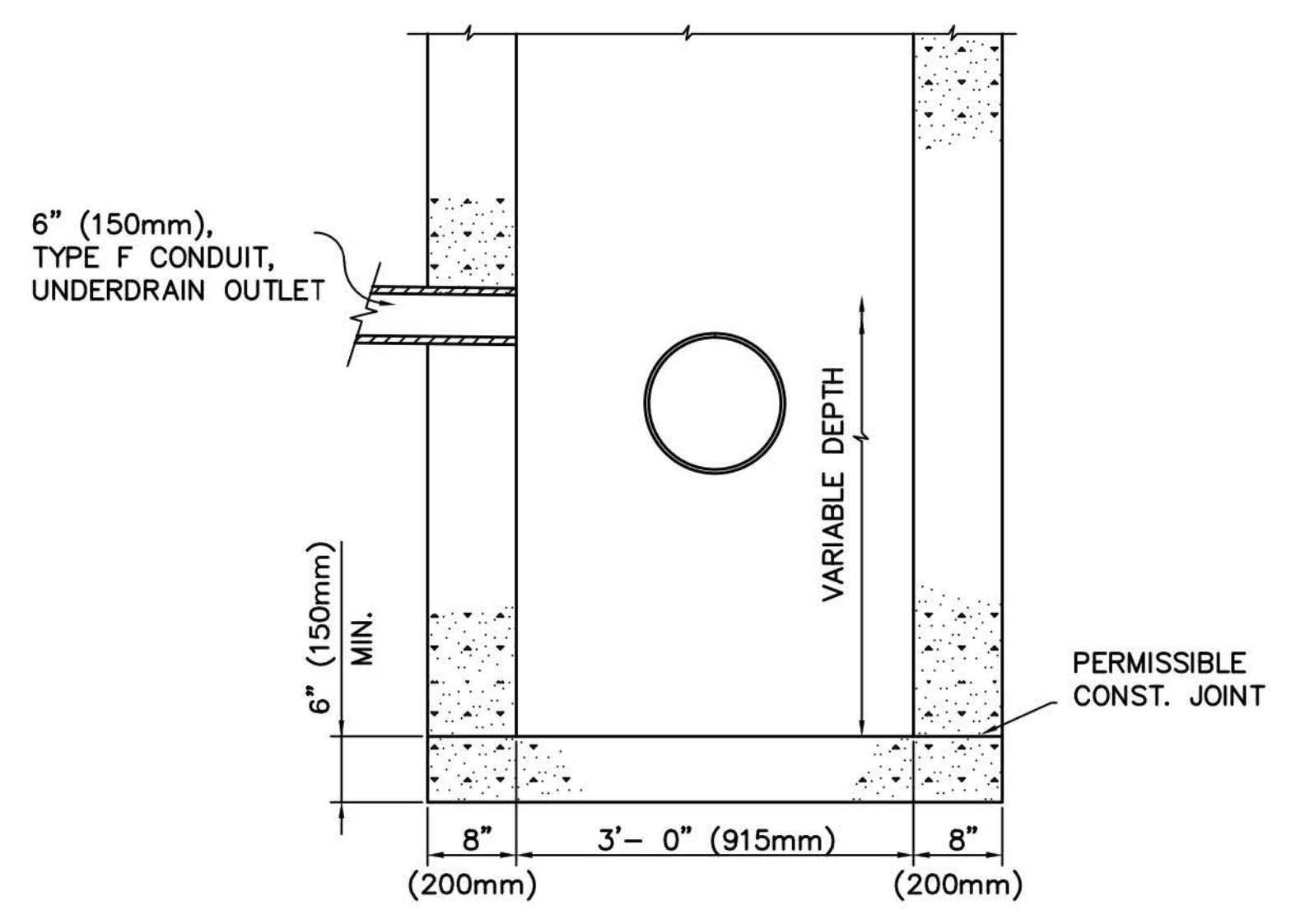
1 Expansion joint material and joint sealer are not required for the portion of the curb that is adjacent to a flexible pavement type. Both materials are required, as detailed, for the full height of rigid pavement and concrete bases.

2 Butt joints shall be provided between combined curb-and-gutter and new or existing rigid pavements, with tie bars or hook bolts provided at intervals of 5'. See SCD BP-2.1 for details of tie bars and hook bolts.
 If the combined curb-and-gutter adjoins a new rigid base or an existing rigid base or pavement that is to be surfaced with asphalt concrete, a butt joint shall also be provided. However, tie bars or hook bolts shall be omitted when the vertical overlap ("V" in detail below) between the curb-and-gutter and rigid pavement is less than 7".

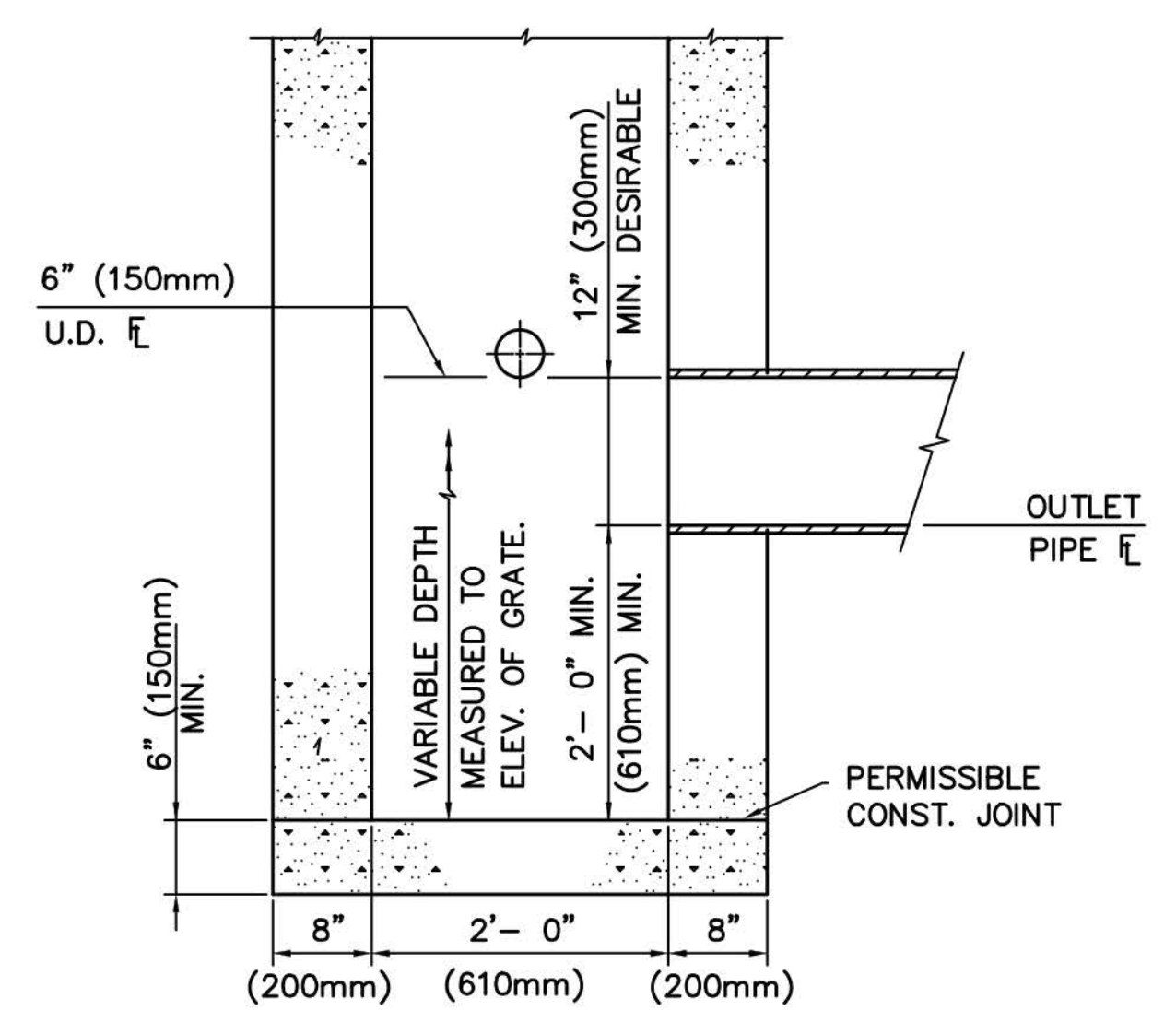


TYPE 9

STATE OF OHIO DEPARTMENT OF TRANSPORTATION ADMINISTRATOR	REVISION DATE
DAVID L. HOLSTEIN	1-18-2019
CITY ENGINEER	
D. FISHER	
OFFICE OF ROADWAY ENGINEERING	
STANDARD ROADWAY CONSTRUCTION DRAWING	
CONCRETE CURBS AND COMBINED CURB AND GUTTER	
SCD NUMBER	
BP-5.1	
THIS DRAWING REPLACES BP-5.1 DATED 7-20-18.	
1 / 1	



***SECTION "B - B"**



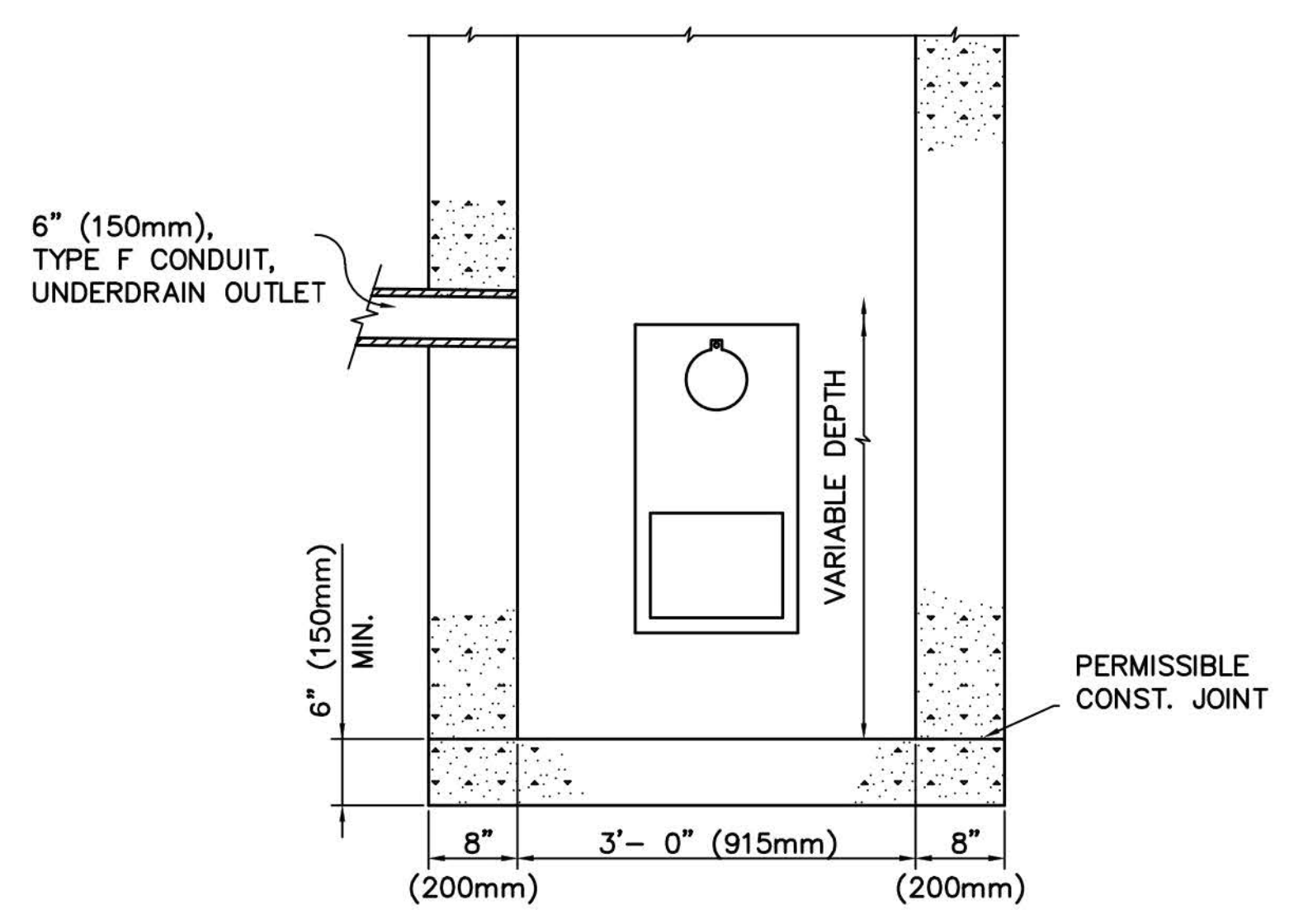
***SECTION "A - A"**

NOTES

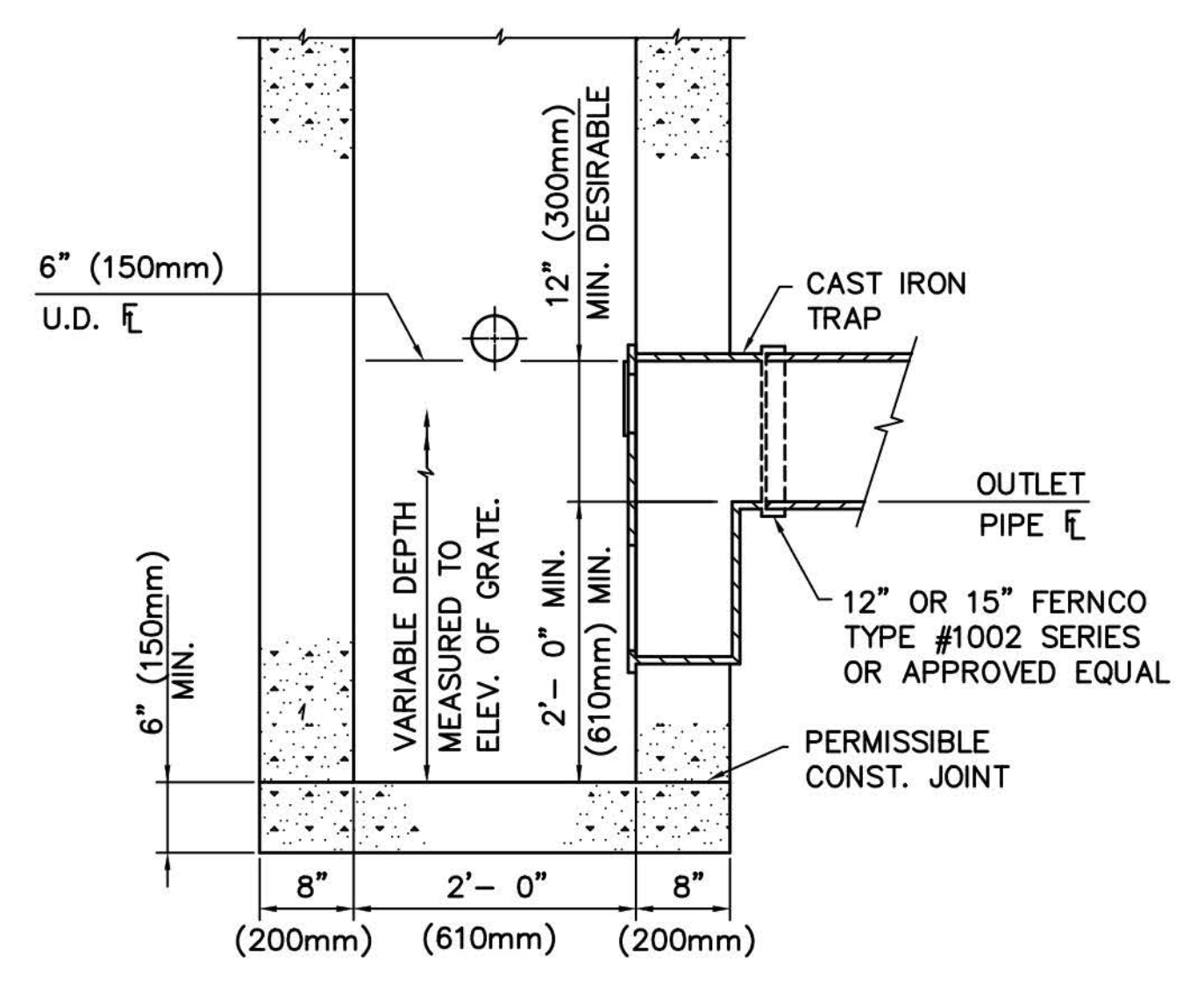
* TO BE USED IN CONJUNCTION WITH THE CUYAHOGA COUNTY ENGINEER'S CONSTRUCTION DRAWING CB-3C (CB-3CM). SUMP AND TRAPS ARE REQUIRED FOR COMBINATION (STORM/SANITARY) SEWER SYSTEMS.

CASTING: CAST IRON TRAP SHALL CONFORM TO THE APPLICABLE REQUIREMENTS OF 611.02.G (711.12, ASTM A 48, AND MINIMALLY BE CLASS 35B GRAY IRON), AND SHALL HAVE A MINIMUM WEIGHT OF ONE-HUNDRED AND FORTY-FIVE (145) POUNDS (66 kg) ±5%. PROVIDED THEY COMPLY WITH THE SPECIFICATIONS, DETAILS, DIMENSIONS AND MINIMUM WEIGHTS, NEENAH No. R-3707-12, EAST JORDAN No. 5964-12 OR APPROVED EQUAL CASTINGS ARE ACCEPTABLE. IF FIFTEEN (15) INCH (375mm) OUTLET PIPES ARE REQUIRED, USE NEENAH No. R-3707-15, EAST JORDAN No. 5964-15 OR APPROVED EQUAL CASTINGS HAVING A MINIMUM WEIGHT OF ONE-HUNDRED AND SIXTY (160) POUNDS (73 kg) ± 5%.

PAYMENT: ALL MATERIALS (INCLUDING TRAP), LABOR, EXCAVATION AND BACKFILL SHALL BE PAID UNDER "ITEM 611 - CATCH BASIN, CUYAHOGA COUNTY No. 3C WITH SUMP AND TRAP, AS PER PLAN" OR "ITEM 611 - CATCH BASIN, CUYAHOGA COUNTY No. 3C WITH SUMP, AS PER PLAN".



***SECTION "B - B"**

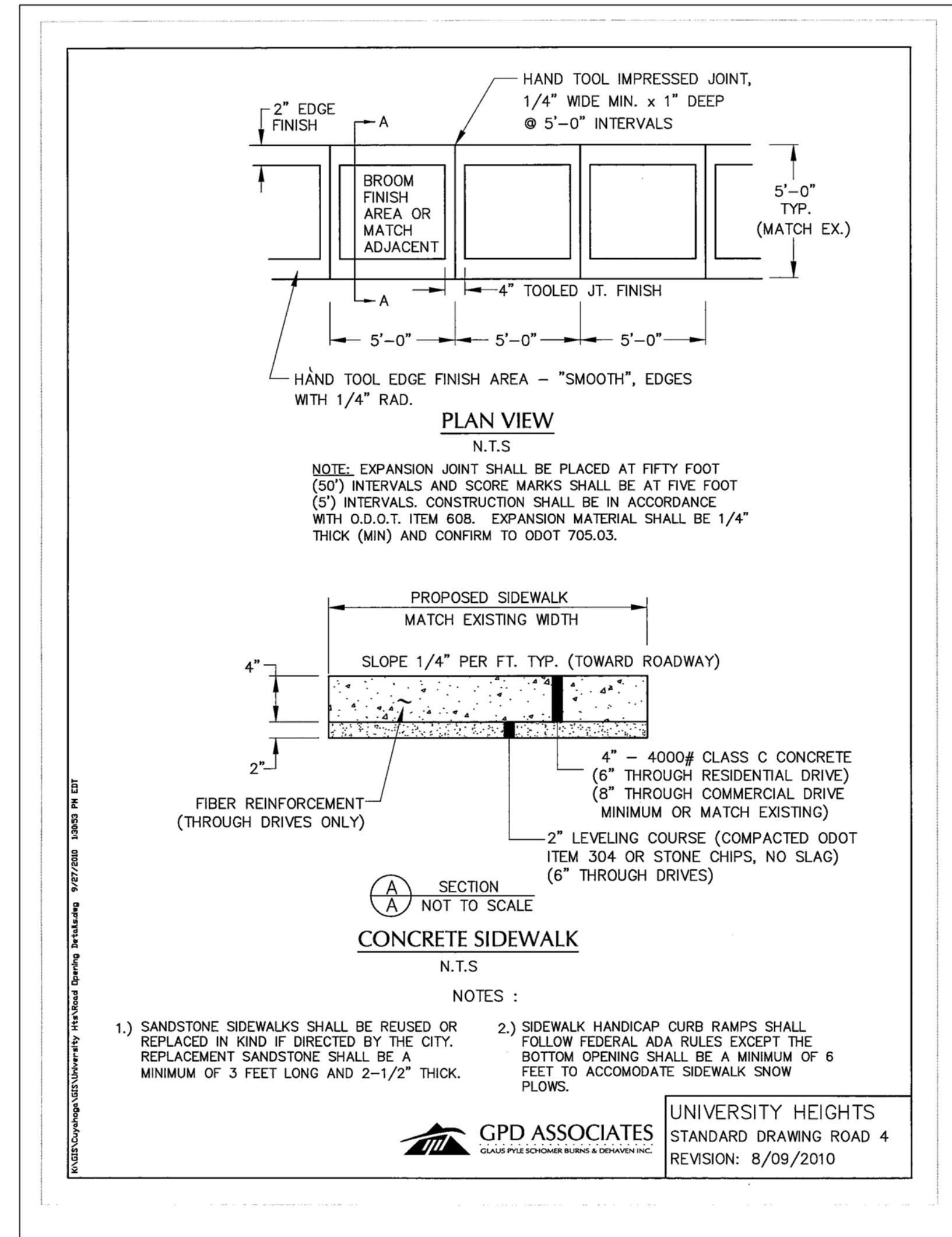
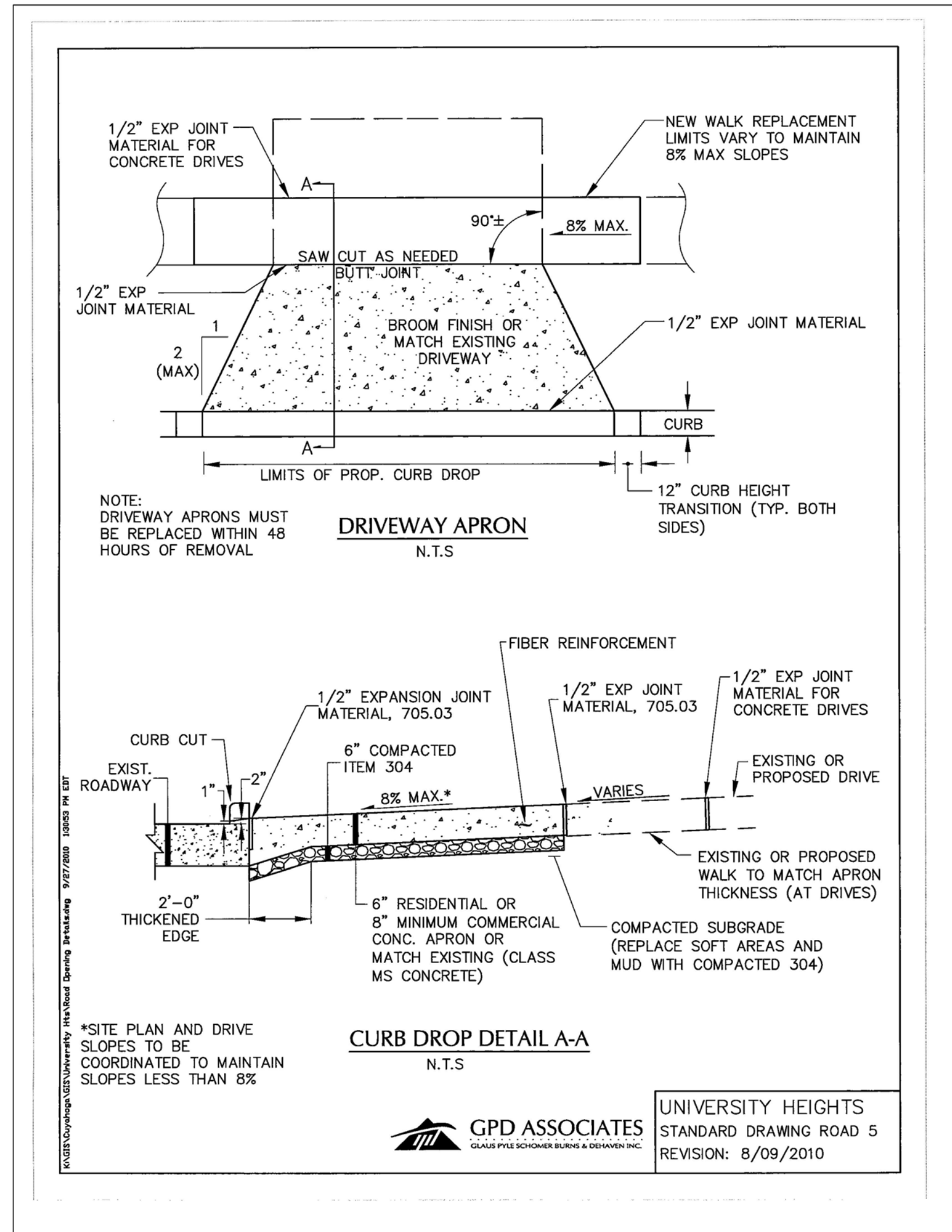


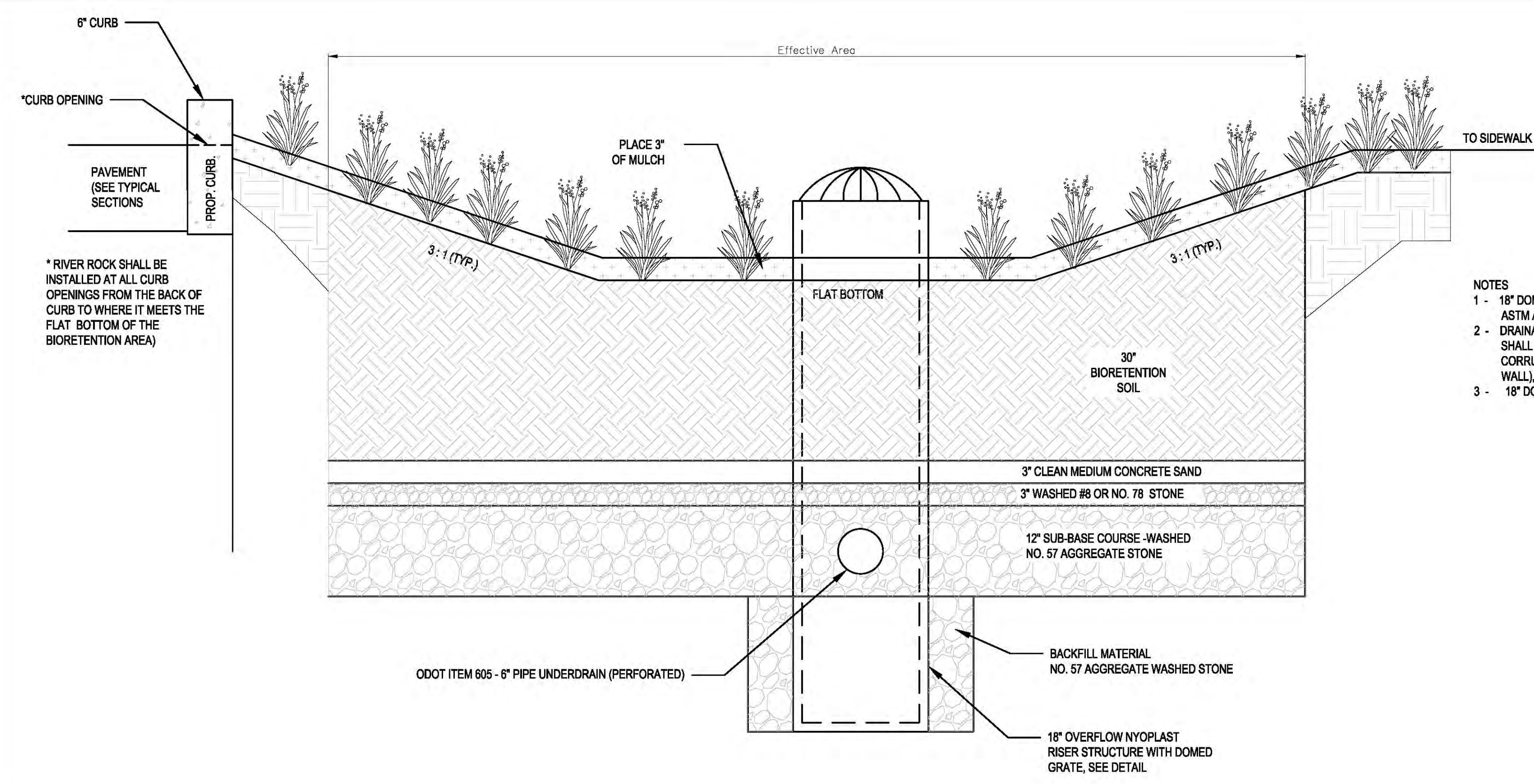
***SECTION "A - A"**

**CUYAHOGA COUNTY 3C CATCH BASIN W/SUMP & TRAP
 NO TRAP**

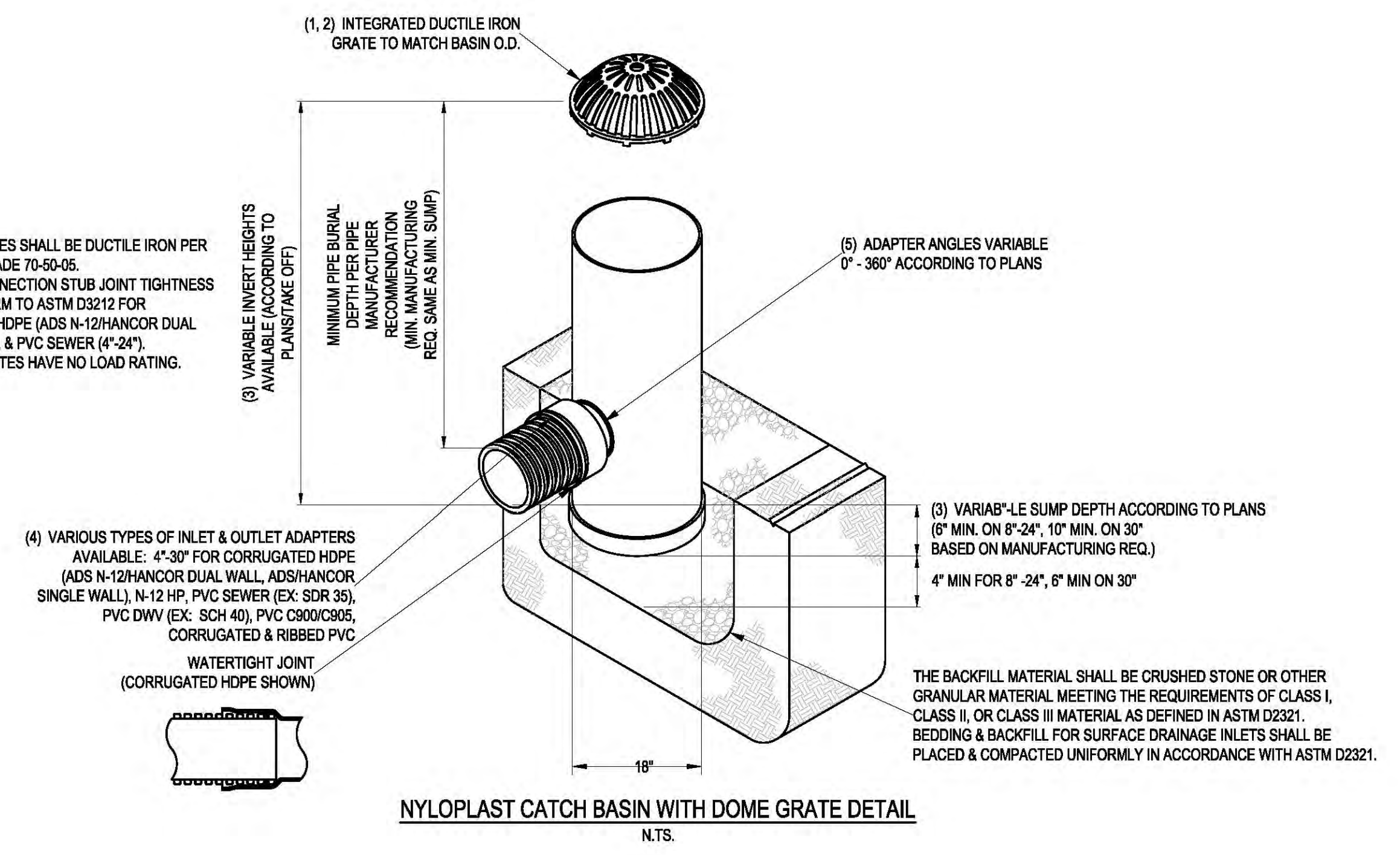
CUYAHOGA COUNTY ENGINEER	
CATCH BASIN WITH SUMP OR WITH SUMP AND TRAP	DATE 12-07-99 10-29-01 07-07-09 10-31-13
CONSTRUCTION DRAWING CB-3C S/T	

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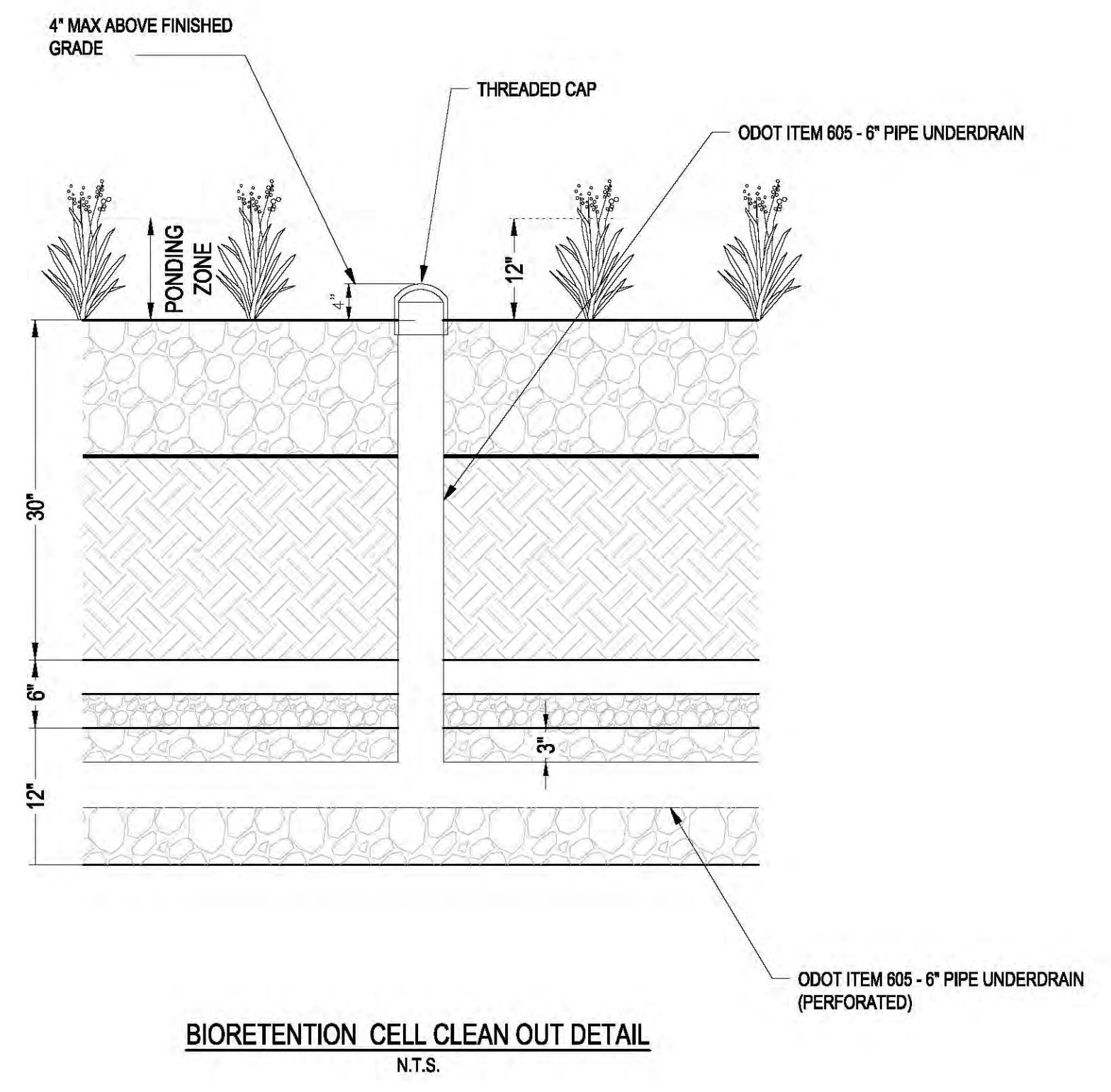




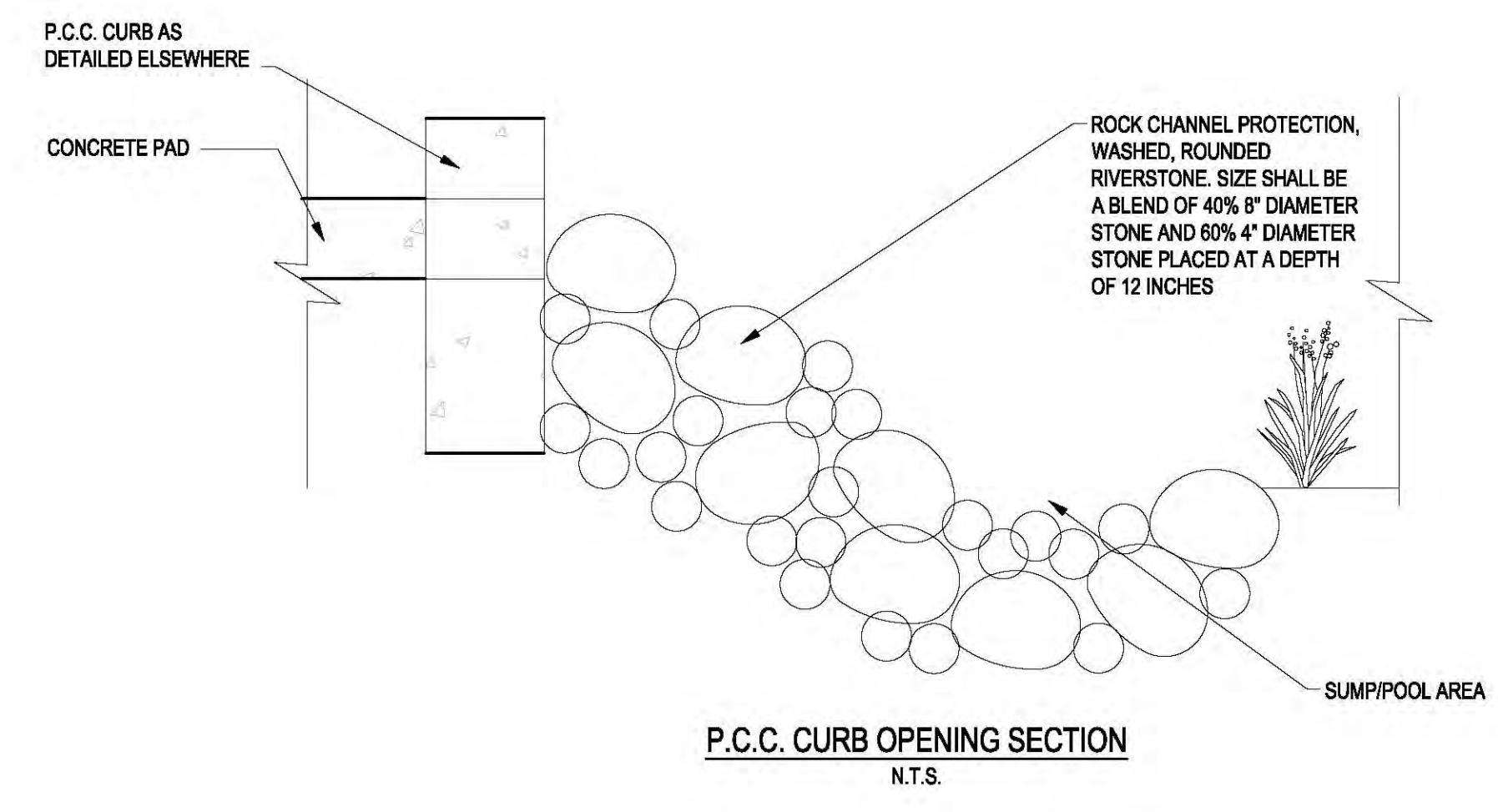
BIORETENTION CELL DETAIL
N.T.S.



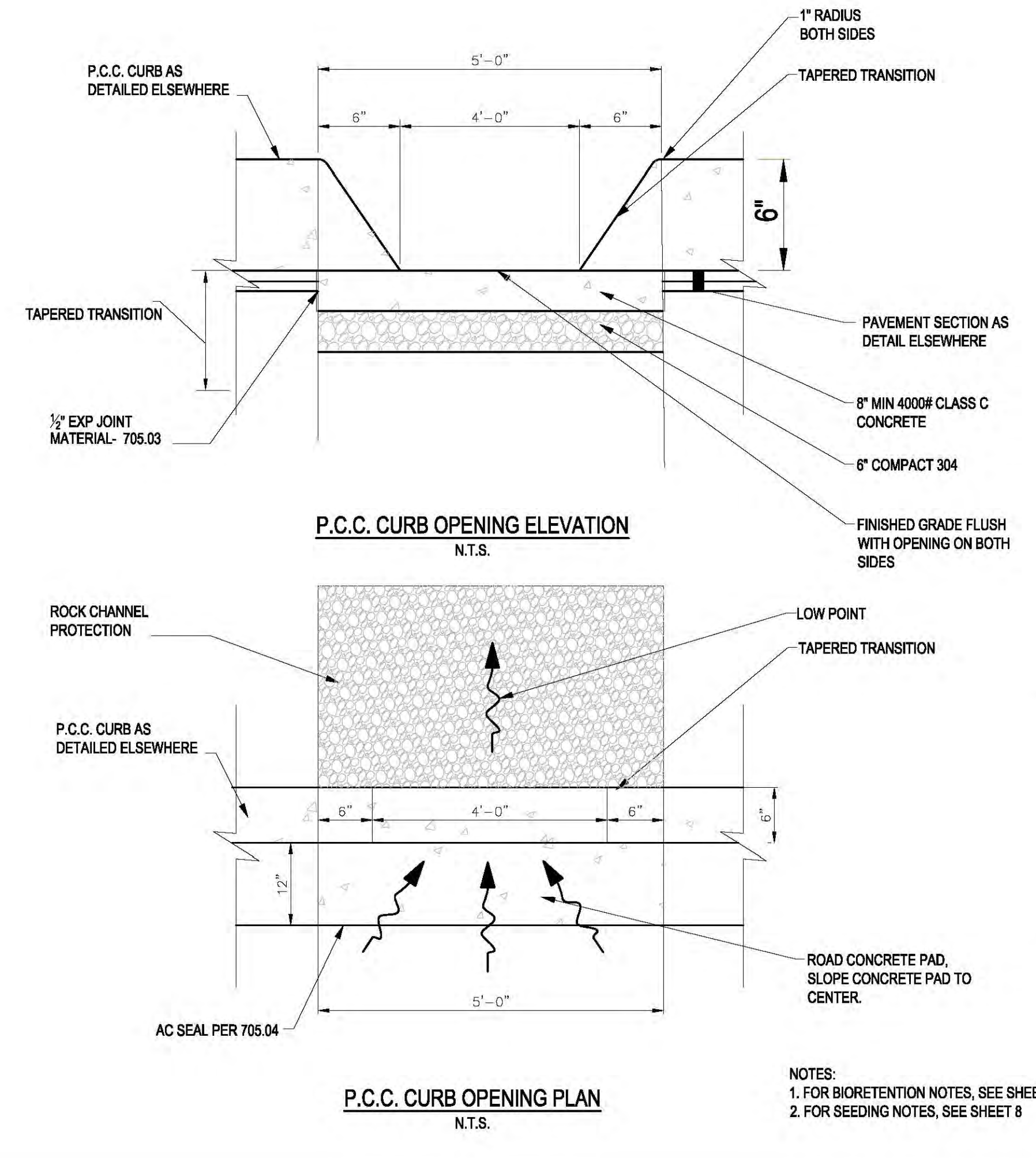
NYOPLAST CATCH BASIN WITH DOME GRATE DETAIL
N.T.S.



BIORETENTION CELL CLEAN OUT DETAIL
N.T.S.



P.C.C. CURB OPENING SECTION
N.T.S.



P.C.C. CURB OPENING PLAN
N.T.S.

NOTES:
1. FOR BIORETENTION NOTES, SEE SHEET 23.
2. FOR SEEDING NOTES, SEE SHEET 8

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LANDSCAPE NOTES

PLANTING NOTES:

ITEM 661 - PLANTING TREES, SHRUBS, PERENNIALS
 ALL TREES, SHRUBS AND PERENNIALS SHALL BE PLANTED PER ODOT ITEM 661. CONTRACTOR IS TO FURNISH ALL EQUIPMENT, MATERIAL, AND LABOR TO INSTALL PLANTS PER THE PLANS. THIS ITEM INCLUDES THE PLANT PER PLAN, INSTALLATION, STORAGE, PREPARATION, EXCAVATION, MULCH, AND BACKFILL. TREE, SHRUB, AND PERENNIAL PLANTING SHALL BE IN ACCORDANCE WITH ODOT ITEM 661 PLANTING TREES, SHRUBS, AND PERENNIALS. THE ABOVE WORK SHALL BE INCLUDED IN THE UNIT BID PRICE PER EACH FOR ITEM 661- PLANTING TREES, SHRUBS, PERENNIALS.

ITEM 662 - LANDSCAPE WATERING
 CONTRACTOR IS TO FURNISH, DELIVER, APPLY, AND SCHEDULED ALL SUFFICIENT AMOUNT OF WATER TO KEEP IN A HEALTHY GROWING CONDITION THROUGHOUT THE PERIOD OF ESTABLISHMENT. THIS ITEM INCLUDES ALL EQUIPMENT, MATERIAL AND LABOR NEEDED PER PLAN. THE ABOVE WORK SHALL BE INCLUDED IN THE UNIT BID PRICE PER MGAL FOR ITEM 662-LANDSCAPE WATERING.

THE FOLLOWING ESTIMATED QUANTITY HAS BEEN CARRIED TO THE GENERAL SUMMARY

ITEM 662 - LANDSCAPE WATERING 5 MGAL

ITEM SPECIAL - BIORETENITON AREA (A, B, C)
 CONTRACTOR IS TO FURNISH ALL EQUIPMENT, MATERIAL, AND LABOR TO INSTALL THE BIORETENTION SOIL MEDIA PER PLAN. THIS ITEM INCLUDES ALL SOIL, GRAVEL, AND SAND LAYERS AND THEIR INSTALLATION, STORAGE, PREPARATION, EXCAVATION, AND BACKFILL. THE ABOVE WORK SHALL BE INCLUDED IN THE UNIT BID PRICE PER EACH FOR ITEM SPECIAL - BIORETENTION SOIL MEDIA. THE QUANTITY HAS BEEN CARRIED OVER TO THE GENERAL SUMMARY.

BIORETENTION NOTES

1. SOIL MEDIA
 TEXTURE CLASS: LOAMY SAND HAVING NO LESS THAN 80% SAND AND NO GREATER THAN 10% CLAY CONSIDERING ONLY THE MINERAL FRACTION OF THE SOIL

 PH RANGE: 5.2-8.0

 SOLUBLE SALTS: 500 PPM MAXIMUM

 DECOMPOSED ORGANIC MATTER: 3-5% BY WEIGHT

 PHOSPHOROUS: PHOSPHORUS OF THE PLANTING SOIL SHALL FALL BETWEEN 15 AND 60 MG/KG AS DETERMINED BY THE MEHLICH III TEST

 SAND ADDED SHALL BE CLEAN AND MEET AASHTO M-6 OR ASTM C-33 WITH GRAIN SIZE OF 0.02-.04"
2. FILTER LAYER:
 3" OF CLEAN MEDIUM CONCRETE SAND (ASTM C-33) OVER 3" OF #8 OR # 78 STONE (PEA GRAVEL)
3. GRAVEL LAYER AND UNDERDRAIN SYSTEM GRAVEL BED:
 SHALL CONSISTS OF #57 WASHED STONE

BIORETENTION CONSTRUCTION NOTES:

- A) TIMING OF CONSTRUCTION CONSTRUCTION SHALL TAKE PLACE AFTER LAND GRADING IS COMPLETE AND THE CONTRIBUTING DRAINAGE AREA HAS BEEN STABILIZED. CONSTRUCTION SHALL NOT TAKE PLACE DURING PERIODS OF PRECIPITATION SINCE CLOGGING OF SOILS, BEDDING, FILTER OR PLANTING SOIL MAY OCCUR.
- B) CONSTRUCT THE BIORETENTION CELL(S) AFTER ALL CONTRIBUTING DRAINAGE AREAS ARE STABILIZED AS SHOWN ON THE CONTRACT PLANS AND TO THE SATISFACTION OF THE ENGINEER. DO NOT USE THE COMPLETED BIORETENTION CELL(S) AS TEMPORARY SEDIMENT CONTROL FACILITIES DURING CONSTRUCTION. DO NOT OPERATE HEAVY EQUIPMENT WITHIN THE PERIMETER OF A BIORETENTION FACILITY DURING EXCAVATION, UNDERDRAIN PLACEMENT, BACKFILLING, PLANTING, OR MULCHING OF THE FACILITY. USE ALL SUITABLE EXCAVATED MATERIAL IN THE WORK. ALTERNATIVELY, LEGALLY USE, RECYCLE, OR DISPOSE OF ALL EXCAVATED MATERIALS.
- C) EXCAVATE THE BIORETENTION CELL(S) TO THE DIMENSIONS SIDE SLOPES, AND ELEVATIONS SHOWN ON THE CONTRACT PLANS. MINIMIZE THE COMPACTION OF THE BOTTOM OF THE BIORETENTION FACILITY BY THE METHOD OF EXCAVATION.
- D) THE BIORETENTION SOIL SHALL BE A UNIFORM MIX THAT IS FREE OF STONES, STUMPS, ROOTS, OR ANY OTHER OBJECT THAT IS LARGER THAN ONE INCH. THE SOIL MAY CONSIST OF EXISTING SOIL, FURNISHED SOIL, OR A COMBINATION OF BOTH PROVIDED THAT IT MEETS THE FOLLOWING REQUIREMENTS:
- E) THOROUGHLY MIX THE BIORETENTION SOIL PRIOR TO PLACEMENT. TEST AND ADJUST THE PH AS NEEDED.
- F) CONSTRUCT THE UNDERDRAIN SYSTEM. PLACE THE GRANULAR BACKFILL MATERIAL TO THE INVERT OF THE BIORETENTION SOIL. ENSURE A MINIMUM OF 3" OF GRANULAR COVER OVER THE UNDERDRAIN PRIOR TO PLACEMENT OF THE BIORETENTION SOIL.
- G) PLACE CLEANOUTS WHERE SHOWN IN THE PLANS. CONNECT THE CLEANOUTS TO THE PER-FORATED UNDERDRAIN WITH THE APPROPRIATE MANUFACTURED CONNECTIONS. THE CLEANOUTS SHALL EXTEND 6 INCHES ABOVE THE TOP ELEVATION OF THE BIORETENTION FACILITY. CAP THE CLEANOUTS WITH A THREADED SCREW CAP. CAP THE ENDS OF UNDERDRAIN PIPES NOT TERMINATING IN AN OBSERVATION CLEANOUT OR CONNECTED TO OTHER CONDUITS.
- H) EXCAVATION, SOILS AND LINERS - EXCAVATE THE TRENCH TO PLAN DIMENSIONS BEING CAREFUL TO PROTECT IN-SITU SOILS BY AVOIDING COMPACTION OF THE TRENCH WITH EQUIPMENT AND FOOT TRAFFIC.
- I) MEET THE REQUIREMENTS SPECIFIED. DOCUMENTATION OF CERTIFICATION/TESTING SHALL BE AVAILAIBLE ONSITE TO SITE INSPECTORS. THE SOIL MEDIA SHALL BE PLACED IN 12" LIFTS AND LIGHTLY SETTLED BY GENTLE SOAKING WITH WATER. SOIL MEDIA SHALL BE PLACED TO A DEPTH OF APPROXIMATELY 5% HIGHER THAN THE FINISHED GRADE TO ALLOW SETTLING.

PLANT LIST

Symbol	Botanical Name	Common Name	Qty.	Min. Size	Remarks
Cv	Carex vulpinoidea	Fox Sedge	471	#1 Cont	24" O/C
Hh	Hemerocallis 'Going Bananas'	Going Bananas Daylily	419	#1 Cont	30" O/C
Iv	Iris versicolor	Blue Flag	202	#1 Cont	30" O/C
Sn	Symphotrichum novae-angliae	New England Aster	67	#1 Cont	24" O/C
		'Purple Dome'			'Purple Dome'

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LANDSCAPE NOTES

INTERSECTION MODIFICATIONS

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BIORETENTION MAINTENANCE AND OPERATION NOTES

1. RESPONSIBLE PARTIES CONTACTS

POST-CONSTRUCTION RESPONSIBLE PROPERTY
 PROPERTY OWNER: UNIVERSITY HEIGHTS
 ADDRESS:
 PHONE:
 CONTACT:
 EMAIL:

RESPONSIBLE PARTY DURING CONSTRUCTION
 PROPERTY OWNER:
 ADDRESS:
 PHONE:
 CONTACT:
 EMAIL:

2. BIORETENTION / INFILTRATION BASIN GOAL

THE MAIN GOAL OF THIS MANUAL IS TO PROVIDE THE INSTRUCTION FOR THE UPKEEP AND MAINTENANCE OF THE BIORETENTION CELLS IN THE WASHINGTON BOULEVARD, SILSBY ROAD, SAYBROOK ROAD INTERSECTION MODIFICATIONS PROJECT. THE PURPOSE OF THE BIORETENTION CELLS IS TO INTERCEPT AND TREAT STORMWATER RUNOFF FROM THE STREET BEFORE IT MIGRATES TO NEARBY LAKES AND STREAMS, BY MAKING THE INTERCEPTED STORMWATER EITHER ABLE TO BE USED BY PLANTS OR CLEANED AND RETURNED TO THE GROUNDWATER SYSTEM. THE PROPOSED PLANTS ARE ENVISIONED TO CREATE A SUSTAINABLE PLANT COMMUNITY THAT AIDES IN TREATING RUNOFF BEFORE IT ENTERS THE GROUNDWATER SYSTEM. THE PLANTED BIORETENTION AREAS MUST REMAIN CLEAR OF OBSTRUCTIONS AND REMAIN IN A POSITIVE FLOWING CONDITION AND BE OBSERVED WITH REGULARITY TO ENSURE PROPER OPERATION.

3. MAINTENANCE TASKS

SEE FORM ON THIS SHEET OF THE TASKS AND DUTIES AND HOW OFTEN THEY ARE PERFORMED TO MAINTAIN THE BIORETENTION SYSTEMS THROUGHOUT ITS SHORT TERM AND LONG TERM USE.

4. OPERATIONS AND MAINTENANCE CONSIDERATIONS

A) EROSION CONTROL PREVENTION AND MAINTENANCE THE BIORETENTION BASINS WILL REQUIRE ADDITIONAL CARE DURING ITS FIRST YEAR OF OPERATION. SOIL ON THE SIDES OF THE BASIN MAY TEND TO WASH OUT AND ERODE UNTIL THE PLANTINGS HAVE HAD A CHANCE TO FULLY ESTABLISH. INSTALLATION OF EROSION CONTROL MATING WILL HELP TO MINIMIZE EROSION AND ALLOW VEGETATION TO ESTABLISH. ERODED SOIL, MULCH AND WASHED OUT PLANTS SHALL BE REPAIRED AND REPLACED AS NECESSARY.

IN RELATION TO THE BASINS SUSCEPTIBILITY OF EROSION, ATTENTION SHALL BE GIVEN TO THE CURB CUTS ALONG THE ROADWAY TO ENSURE THEY ARE CLEAR OF MULCH, SOIL AND OTHER DEBRIS. ATTENTION SHALL ALSO BE GIVEN TO THE ODOT ROCK CHANNEL PROTECTION, THAT IT REMAINS CLEAR OF SOIL, MULCH AND DEBRIS TO ALLOW WATER FLOW FROM THE ROADWAY.

B) WEEDY AND INVASIVE PLANT SPECIES PREVENTION AND MAINTENANCE

UNTIL LANDSCAPE PLANTS HAVE A CHANCE TO ESTABLISH CARE WILL BE GIVEN TO ENSURE THE BIORETENTION CELLS REMAIN CLEAR OF WEEDY AND INVASIVE SPECIES. IT IS EASY TO READILY IDENTIFY AND ADDRESS WEEDS IN PLANTED AREAS IF WEED SCOUTING IS DONE EARLY AND FREQUENTLY AFTER PLANTING. WEEDS CAN BE HAND-PULLED OR TREATED SELECTIVELY WITH HERBICIDES. THE HERBICIDE MUST BE SPECIFIC TO THE WEED, WITH NO CHANCE OF TRANSLOCATION. ALWAYS FOLLOW INSTRUCTION ON THE HERBICIDE LABEL. HERBICIDES CAN BE APPLIED TO INDIVIDUAL PLANTS USING A SPRAY BOTTLE OR A DAUBER CONSTRUCTED OF PVC PIPE AND A SPONGE TIP.

THE DAUBER DISTANCES THE WORKER FROM THE CHEMICAL AND DOES NOT REQUIRE TO APPLY THE HERBICIDE.

C) INFORMED MAINTENANCE CREWS

THE SITE FACILITY MAINTENANCE INDIVIDUALS SHALL BE PROVIDED THE TABLE-1 REQUIREMENTS AS WELL AS ACCESS TO THE MAINTENANCE LOG FOR EVENT ENTRIES. THE INDIVIDUALS RESPONSIBLE FOR THE EVERYDAY AND REGULAR MAINTENANCE OF THE BIORETENTION AREAS SHALL BE INFORMED ON HOW THESE LIVING WATER QUALITY FEATURES WORK TO ENSURE PREMATURE FAILURE DOES NOT OCCUR.

REGULAR INSPECTION AND MAINTENANCE IS CRITICAL TO SUSTAIN THE EFFECTIVE OPERATION OF BIORETENTION FACILITIES AS DESIGNED. THE UP TO DATE MAINTENANCE LOG WILL PROVIDE AN ACCURATE HISTORY OF THE FUNCTIONALITY OF THE BIORETENTION AREA WHICH WILL ALSO BE USED FOR FUTURE MAINTENANCE TASKS DECISIONS AND TASK DUE DATES. MAINTENANCE RESPONSIBILITY FOR A BIORETENTION AREA SHOULD BE VESTED WITH A RESPONSIBLE AUTHORITY BY MEANS OF A LEGALLY BINDING AND ENFORCEABLE MAINTENANCE AGREEMENT THAT IS EXECUTED AS A CONDITION OF PLAN APPROVAL.

D) ADDITIONAL SOIL MAINTENANCE

THE SURFACE OF THE PONDING ARE MAY BECOME CLOGGED WITH FINE SEDIMENT OVER TIME. CORE AERATION OR CULTIVATION OF VEGETATED AREAS MAY BE REQUIRED TO ENSURE ADEQUATE FILTRATION. SHOULD PONDING PERSIST SOIL MEDIA TESTS SHALL BE COMPLETED BY A QUALIFIED TESTING FACILITY. SOIL MEDIA MAY BE REMOVED AND REPLACED PERIODICALLY WITH THE SPECIFIED MIX IN THE CURRENT ENVIRONMENTAL REGULATIONS AND CURRENT STANDARD PRACTICES FOR BIORETENTION AREAS.

E) ADDITIONAL PLANT CARE

THERE IS NO SET RULE AS TO WHEN TO DIVIDE PERENNIAL. SOME MAY NEED DIVISION EVERY 3-5 YEARS, SOME 8-10 YEARS AND SOME NOT AT ALL. MOST PERENNIALS CAN BENEFIT FROM BEING DIVIDED TO PROMOTE NEW GROWTH. IT SHALL BE THE RESPONSIBILITY OF THE MAINTENANCE STAFF TO EDUCATE THEMSELVES ON THE PLANTS PRESENT WITHIN THE BIORETENTION CELLS AND TO UNDERSTAND THE SIGNS OF A PLANT THAT COULD BENEFIT FROM DIVISION.

Task	Frequency	Maintenance Notes	Completion Date/Initials
Activity Log	Every event related the bioretention area	Maintain an active neatly organized log of all events, maintenance activities. Keep log available for officials to review at any time.	
Mulching	1-2 times / year	Use triple-shredded hardwood mulch, remove and replace when erosion is evident. Mulch depth shall not exceed 3 inches.	
Mulch removal	1 time/2-3 years	Mulch accumulation reduces available water storage volume. Removal of mulch also increases surface infiltration rate of fill soil.	
Watering	1 time/2 -3 days for first 1-2 months. Sporadically after establishment	If drought conditions are noted, watering after the initial year may be required.	
Fertilization	1 time initially	One time spot fertilization for "first year" vegetation only.	
pH testing	1 time / year	The planting soils should be tested for pH to establish acidic levels. If the pH is below 5.2, limestone should be applied. If the pH is above 7.0 to 8.0, then iron sulfate plus sulfur can be added to reduce the pH	
Remove and replace dead plants	1 time / year	Within the first year, 10 percent of plants may die. Survival rates increase with time.	
Miscellaneous upkeep	12 times / year and as necessary	Tasks include trash collection, spot weeding, and removing mulch and other debris from roadway curb cuts.	
Soil Media Replacement	As Required	Tasks include soil testing of physical and chemical properties by a qualified facility. Replace soil as needed in accordance with current environmental regulations and standard practices.	

CALCULATED
AMS
CHECKED
TV

BIORETENTION MAINTENANCE AND OPERATION NOTES

INTERSECTION MODIFICATIONS



0 20 40
HORIZONTAL
SCALE IN FEET

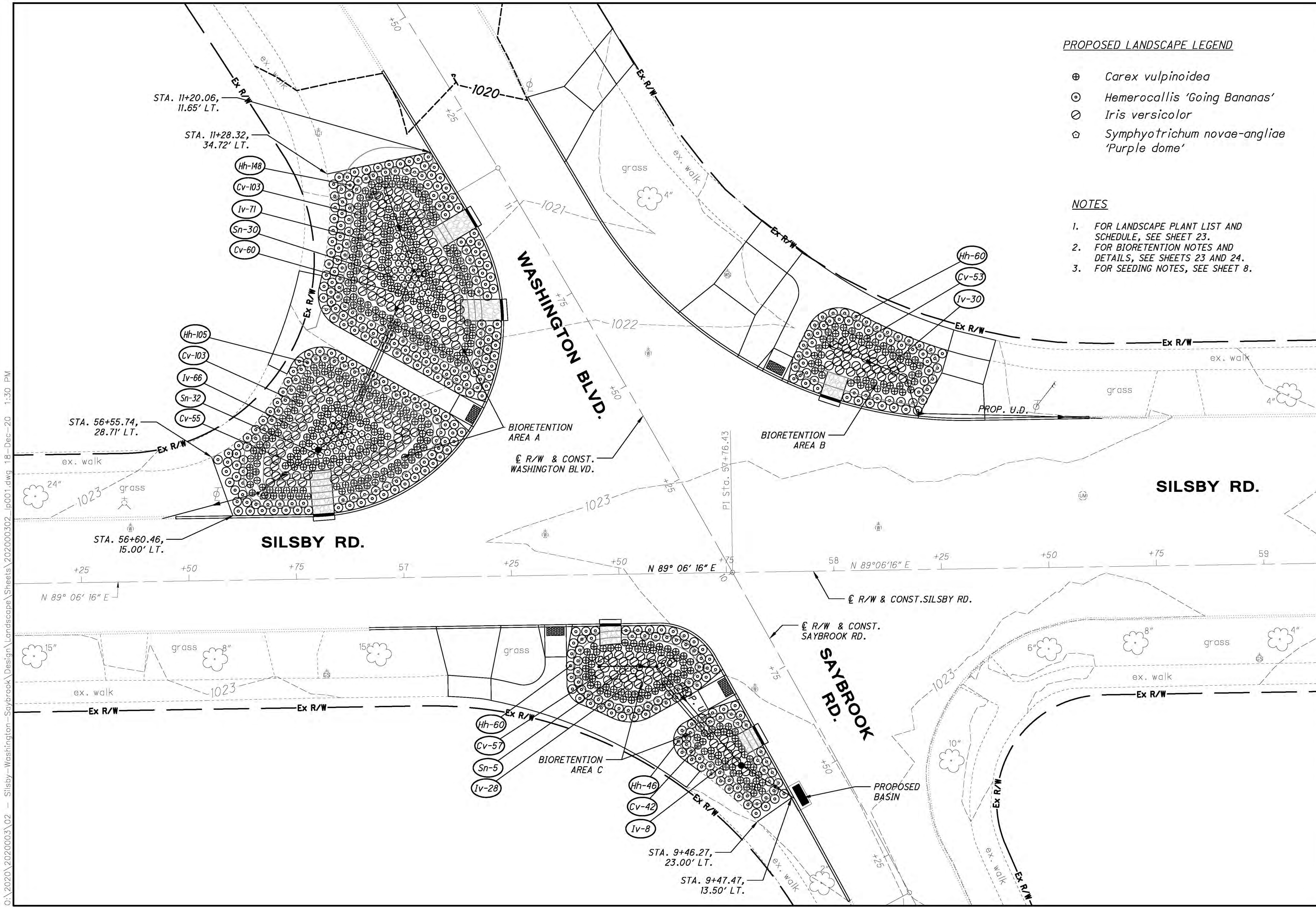
CALCULATED
AMVS
CHECKED
IV

PROPOSED LANDSCAPE LEGEND

- ⊕ *Carex vulpinoidea*
- ⊙ *Hemerocallis 'Going Bananas'*
- ⊖ *Iris versicolor*
- ⊕ *Symphyotrichum novae-angliae 'Purple dome'*

NOTES

1. FOR LANDSCAPE PLANT LIST AND SCHEDULE, SEE SHEET 23.
2. FOR BIORETENTION NOTES AND DETAILS, SEE SHEETS 23 AND 24.
3. FOR SEEDING NOTES, SEE SHEET 8.



LANDSCAPE PLAN

INTERSECTION
MODIFICATIONS

25
25

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CITY OF UNIVERSITY HEIGHTS, OHIO

BID DOCUMENTS

FOR

WASHINGTON, SILSBY & SAYBROOK INTERSECTION MODIFICATIONS

PROJECT NO. 2020003.02

Prepared By:



5595 Transportation Blvd., Suite 100
Cleveland, Ohio 44125

Adv. August 11, 2022
August 18, 2022

BIDS DUE: August 26, 2022
@ 12:00 P.M.

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**INVITATION FOR BIDS
LEGAL NOTICE**

Sealed bid proposals will be received at the office of the Clerk of Council of the City of University Heights, 2300 Warrensville Center Road, University Heights, Ohio until **12:00 Noon on Friday, the 26th day of August 2022** for:

WASHINGTON, SILSBY & SAYBROOK INTERSECTION MODIFICATIONS

and 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 certified or cashier's check on a solvent bank made payable to the order of the City of University Heights, the amount shall be equal to ten percent (10%) of the amount bid, drawn in favor of the Clerk of the City of University Heights, Ohio. Each bidder is required to furnish with its proposal, a Bid Guaranty or Bid Bond in accordance with Section 153.54 of the Ohio Revised Code.

Each bidder must insure that all employees and applicants for employment are not discriminated against because of their race, creed, color, sex or national origin. The City of University Heights is an Equal Opportunity Employer and encourages Minority Business Enterprises, Women Business Enterprises and Small Business Enterprises to submit bids or Proposals for this project.

The price of material and labor bid for shall be separately stated.

Copies of the Specifications, Instructions to Bidders, Forms of Proposals and other contract documents are on file at the office of the Clerk of the City of University Heights. These documents may only be obtained through the office of GPD Group by emailing Nick Fini nfini@gpdgroup.com and requesting a digital copy. Digital documents will be provided free of charge. Questions or inquiries should be directed to GPD Group at (216) 927-8655.

The bid check or bid bond, 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 University Heights, and the performance of such contract secured by said check or bond, and in default thereof said check or bond, and the amount represented thereby, shall be forfeited to the City of University Heights as liquidated damages.

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

By order of the Council of the City of University Heights, Ohio.

Kelly M. Thomas, Clerk of Council
City of University Heights, Ohio

Adv: August 11, 2022
August 18, 2022

CITY OF UNIVERSITY HEIGHTS, OHIO
BID PACKAGE CHECKLIST

FOR: WASHINGTON, SILSBY & SAYBROOK INTERSECTION MODIFICATIONS

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

Bid Form -- Signed

Agreement Relative to Separate Consideration for Incorporation of Tangible Personal Property - Signed

Non-Collusion Affidavit - Signed and Notarized

Statement Regarding Personal Property Taxes - Signed

Information Showing Qualifications of Bidder - Signed

Listing of ALL Subcontractors to be used on the project - Signed

University Heights Business Participation Report

Bid Bond

Unresolved Findings for Recovery Certification

INSTRUCTIONS TO BIDDERS

A. SEALED BIDS

Sealed bids for "**WASHINGTON, SILSBY & SAYBROOK INTERSECTION MODIFICATIONS**" for the City of University Heights will be received by the Clerk of Council, 2300 Warrensville Center Road, University Heights, Ohio 44118 until **12:00 P.M. on Friday, August 26, 2022**. Said bids shall be enclosed in an opaque sealed envelope and marked "**WASHINGTON, SILSBY & SAYBROOK INTERSECTION MODIFICATIONS**" and shall bear the name of the bidder.

B. DEFINITIONS

Wherever the word "Owner" occurs herein, it shall mean the City of University Heights or its duly authorized representative.

Wherever the words "Municipal Authority", occurs herein it shall mean the Mayor of the City of University Heights or his duly authorized representative.

Wherever the word "Engineer" occurs herein, it shall mean the City Engineer of the City of University Heights.

Wherever the word "Contractor" occurs herein, it shall mean the party entering the Contract for the performance of the Work herein required, and the duly authorized representative of said party, or the agent appointed to act for said party in the performance of the Work.

Wherever the word "CWD" or "Division of Water" occurs herein, it shall mean the City of Cleveland, Division of Water. The Engineering Design Office is in the Public Utilities Building, 5th floor, 1201 Lakeside Avenue, Cleveland, Ohio 44114.

"Addendum" or "Addenda" shall mean the additional Contract requirements prepared by the Engineer and issued in writing and/or drawings by the Engineer prior to the receipt of bids.

C. BID FORM

Each proposal shall be made on the attached "**Bid Form**" which shall be signed with the full name and address of the individual, proprietorship, partnership, or corporation submitting same. The bid of a proprietorship shall be signed by the owner, the bid of a partnership shall be signed by one of the general partners, and the bid of a corporation shall be signed by a duly authorized officer thereof stating his title. No bid may be withdrawn after delivery to the Owner. The Bidder may, at its discretion, add other pertinent facts or data that it might deem desirable, but its bid **MUST BE ON THIS BID FORM**.

D. PROPOSAL GUARANTY

No proposal will be considered unless accompanied by a bond or certified check drawn on a solvent bank and made payable to the Owner in an amount not less than ten (10) percent of the Bidder's Proposal, conditioned upon execution of the contract and the

furnishing of a performance bond and labor and material bond both in the forms attached hereto in the event the contract is awarded to the bidder.

E. CONSIDERATION OF PROPOSALS

The Owner reserves the right to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the judgment of the awarding authority the best interests of the Owner will be promoted by such action.

F. AWARD OF CONTRACT

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 all the requirements 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, stating that its bid has been accepted and that it has been awarded the contract.

G. CANCELLATION OF AWARD

The Owner reserves the right to rescind the award of any contract at any time before the execution of the said contract by all parties, without any liability against the Owner.

H. RETURN OF PROPOSAL GUARANTY

All proposal guaranties, except those of the three lowest bidders, will be returned within sixty (60) days following the opening and checking of the proposals. The retained proposal guaranties of the unsuccessful of the three lowest bidders will be returned within sixty (60) days following the award of the contract to the successful bidder. The proposal guaranty will be returned to the successful bidder after it has furnished satisfactory performance and labor and material bonds and has executed the contract.

I. REQUIREMENT OF PERFORMANCE BOND AND LABOR AND MATERIAL BOND

Within ten (10) days after it has received notice of the award of the contract, and before entering a contract, the successful bidder shall furnish (1) a performance bond in the form provided at page PB-1 in the full amount of his proposal, which bond shall cover the entire contract including the guarantee period and (2) a Labor and Material bond in the form provided herein.

J. EXECUTION OF CONTRACT

The successful bidder shall sign and return the contract, together with the bonds 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 Owner, until the execution of the contract. If the Owner does not execute the contract within twenty (20) days following receipt from the bidder of the required contract documents, the bidder will have the right to withdraw its bid without prejudice.

K. FAILURE TO EXECUTE CONTRACT

Failure to execute the contract and file the acceptable bonds shall be just cause for the cancellation of the award and the forfeiture of the proposal guarantee (bid bond or bid check) which shall become the property of the Owner, 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 re-advertised as the Owner may decide.

L. CONTRACTOR'S INSURANCE

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 contractor and any subcontractors 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 as specified below. The policy shall name the Owner as an additional named insured. Proof of such insurance coverage shall be evidenced by submitting a certificate of insurance.

The amounts of such insurance shall be as follows:

BODILY INJURY LIABILITY

EACH PERSON	\$1,000,000.
EACH ACCIDENT	\$2,000,000.

PROPERTY DAMAGE LIABILITY

EACH ACCIDENT	\$1,000,000.
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Such insurance shall remain in full force and effect during the life of the contract.

M. WAGE SCALE AND LABOR

University Heights Codified Ordinance Section 168.20 requires that no less than prevailing wages be paid to all laborers, workmen, or mechanics employed in the Work unless higher or lower rates are specified in the contract documents. The minimum wage to be paid to all laborers, workmen and mechanics employed on the Work shall be in accordance with the Schedule of Prevailing Hourly Wage Rates as ascertained and determined by the Ohio Department of Industrial Relations in accordance with Chapter 4115 of the Ohio Revised Code. Said wage rates are hereby attached and made part of this document.

N. NON-COLLUSION AFFIDAVIT

The Non-Collusion Affidavit, which is part of the bidding documents, shall be properly executed and notarized.

O. QUALIFICATION OF BIDDER

The bidder must furnish on the form attached hereto that is a part of the bidding document information relative to the facilities, ability, and financial resources available for the proper fulfillment of the Work.

P. SUBCONTRACTORS

The bidder shall state on the appropriate contract form the names of all subcontractors proposed and the items of work they are to be assigned. All work not assigned to a subcontractor shall be assumed by the Owner to be performed by the bidder.

The Owner reserves the right to approve all subcontractors proposed by the bidder. If the Owner, after due investigation, rejects the use of a proposed subcontractor, the apparent successful bidder may either submit an acceptable substitution without increase in bid price or decline substitution and withdraw its proposal without sacrificing his bid security. Any listed subcontractor to whom the Owner does not make written objection prior to award of contract shall be deemed acceptable to the Owner.

Requests by the bidder for changes of subcontractor after the award of contract shall be subject to the Owner's approval and shall not change the contract bid prices

Q. ESTIMATES

Payment for the Work will be made in the following manner and conditions:

The Contractor shall submit monthly estimates of the amount, in its opinion, of the Work completed to date.

The Engineer shall review the monthly estimates, make such changes as he deems appropriate and total the amount of work completed on the project as of the date submitted.

The Engineer shall then subtract eight percent (8%) of the first 50% of the total contract 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 the Contractor for work completed shall be paid to the Contractor by the Owner not less than forty five (45) days from receipt of the estimate by the Engineer. The approval of any estimates, or payment made shall not be taken or construed as an acceptance of worth so estimated. The eight percent (8%) of the first 50% 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 and specifications, and will pay any damages caused by reason of any failure on the part of said Contractor to fulfill all the conditions and obligations herein contained. 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 Owner 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.

Upon completion of this work as required by the contract and to the satisfaction of the Engineer the monies earned, which are retained, shall be due and payable.

All estimates made prior to the final estimate shall be subject to correction at the time of the final estimate and final payment.

R. AFFIDAVIT OF CONTRACTOR

The Affidavit of Contractor, which is part of the bidding documents, shall be properly executed and notarized as required.

S. AFFIDAVIT OF COMPLIANCE PREVAILING WAGES

The Affidavit of Compliance Prevailing Wages, which is part of the bidding documents, shall be properly executed, notarized and submitted to the owner before the surety is released or final payment due.

T. CONSENT OF SURETY FOR FINAL PAYMENT

The Consent of Surety for Final Payment, which is part of the bidding documents, shall be properly executed, notarized and submitted to the owner prior to the final estimate.

U. MAINTENANCE BOND

In addition to the required performance bond and labor and material bond, the successful bidder shall provide at its own expense a two-year maintenance bond, in the amount of twenty-five percent (25%) of this contract. The term of the bond shall begin on the date of final acceptance of the improvement and shall guarantee the improvement will remain in good condition for and during the entire two-year period of guarantee. If at any time before or during 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 or has been done by the Contractor, as determined by the Owner, 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 Owner reserves the right to make such corrections at the expense of the Contractor or bonding company.

GENERAL PROVISIONS

A. DAMAGES TO PROPERTY

The Contractor shall be held responsible for any and all damage done by him or his agents to public roads, structures, private property, or any other property within the project site which has been occasioned by any of his operations in connection with this project. Damage to public roads or private property, resulting from hauling, storage of materials or other activity connected with the work, shall be repaired by the Contractor concerned, at his expense, and to the satisfaction of the Engineer.

B. ASSISTING THE ENGINEER

The Contractor shall render all necessary assistance to the Engineer, and, if required, shall furnish him with levels, measurement, etc., on the work or grounds.

C. SAMPLES

The Contractor, upon request, shall furnish to the Engineer, free of cost, at his office and for his approval, samples of any materials to be used in the execution of the work herein described and samples of the finish to be given to the several parts. All materials furnished must be fully equal to the samples approved by the Engineer.

D. SITE CLEAN UP

The Contractor, upon completion of his work and at other times as required by the Engineer, shall collect and remove all rubbish and debris pertaining to his work.

E. SHOP DRAWINGS

Six (6) copies of all shop drawings, schedules and similar documents, as required, must be furnished to the Engineer. Approval by the Engineer shall in no way relieve the Contractor from responsibility for proper measurements, fitting, and construction of the work, nor from the necessity of furnishing materials or workmanship required by the Engineer's drawings and specifications, which may not be indicated on shop drawings, etc. when inspected.

F. TEMPORARY UTILITIES

The Contractor shall provide all temporary utilities, including water, for all purposes, general lighting, heating and single-phase electric service, all as required to meet the needs throughout the construction period. Any costs involved in the installation and removal of same shall be borne by the Contractor. The Contractor shall also receive and pay currently any and all utility bills in connection with this project throughout the construction period. This includes power, telephone and gas company bills for both temporary and permanent service use prior to acceptance.

G. TEMPORARY SANITARY FACILITIES

At or before start of work, the Contractor shall provide temporary sanitary convenience for workmen and shall maintain same antiseptic until the completion of the contract. This

installation shall be provided in a manner acceptable to the Engineer. At completion of the work, the Contractor shall remove this facility to the satisfaction of the Engineer.

H. GRADES AND LEVELS

All grades, lines and levels of an engineering nature and requiring the services of a survey party will be supplied by the Contractor at no cost to the City.

I. INSPECTION AND TESTING

All inspection and testing of materials that is to be performed will be done at the expense of the Contractor. The City of University Heights shall provide the inspection of the construction of this project. Construction inspection will be done at the expense of the City. The Contractor shall pay for and include in his bid all other necessary costs of inspection. No work shall be performed unless in the presence of the Engineer or his authorized representative. The Contractor is required to give 48 hour notice to the City prior to beginning or discontinuing work. If notice is not given the Contractor shall be charged for one full day's inspection. If the Contractor does not complete this project within the number of calendar days set forth in the bid (and the inspection hours go over) the City will deduct all appropriate inspection fees.

J. CERTIFICATIONS OF MATERIALS AND CONFORMANCE TO SPECIFICATIONS

Before being placed in the work, the Contractor shall furnish the Engineer a manufacturer's certification that the material he purchased conforms to the required specifications. Each certification shall specify the amount delivered. The delivery of any material or the performance of any labor hereunder which does not, in all respects, conform to the specifications will be rejected and the Contractor shall be notified at once of such rejection and the reason, therefore, which shall be confirmed in writing. If the said Contractor fails to effect immediate replacement of such rejected materials and labor with materials and labor meeting the requirements of the order, and of these specifications, the City will purchase in the open market material and labor of the character required under the order up to the amount rejected and the said Contractor and his surety shall be liable to the City thereby. The Engineer shall have the right to suspend the whole or any part of the work to be done, hereunder, when the Contractor is not doing the work in accordance with the provisions of the contract.

K. UNACCEPTABLE MATERIALS

All materials not conforming to the requirement of the specifications at the time they are used shall be considered unacceptable and shall be removed immediately from the site of the work unless otherwise instructed by the Engineer. No materials, the effects of which have been corrected, shall be used until approval has been given. Upon failure on the part of the Contractor to comply immediately with any order of the Engineer made under the provisions of this section, the Engineer shall have authority to remove and replace defective materials and to deduct the cost of removal and replacement from monies due

or to become due to the Contractor.

L. RELOCATION OF UTILITIES

The Contractor shall make arrangements with any utility company as required for the relocation of utility poles, underground conduits, gas lines and valves as required to be relocated or adjusted, at no cost to the City.

M. PROTECTION OF PROPERTY AND WORK

The Contractor shall, at his own expense, support and protect all structures, conduits, wires, trees, water pipes, gas pipe, sewers, pavements, curbing, sidewalks, equipment and fixtures of all kinds and all other public or private property that may be encountered or endangered during construction. He shall repair and make good any damage caused to such property. The Contractor shall grade and seed, at his own expense and to the satisfaction of the City, all public or private lawn areas damaged by his operations.

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.

N. SCHEDULING

The Contractor shall submit a schedule for work to be performed which must meet with the approval of the Engineer, prior to the start of construction. All work on this contract, unless otherwise stated on the plans, will be limited to the daylight hours 8AM to 8PM, except in cases of emergency, and then may be performed only if permission is obtained from the Engineer 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 Engineer. Saturday work is permissible upon written approval by the City.

The intent of this project is to complete all work within **45 Working Days** of Notice to Proceed.

The Contractor shall submit to the Engineer an updated progress schedule each month. This updated schedule shall be submitted with the monthly estimate.

O. TIME FOR COMPLETION

Work on this contract shall commence within ten (10) working 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 work is 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 which 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, in susceptible 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.

Original Contract Amount (Total Amount of the Bid)		Amount of Liquidated Damages to be Deducted for Each Calendar Day of Overrun in Time
From More Than	To and Including	
\$0.00	\$500,000	\$400
\$500,000	\$2,000,000	\$600
\$2,000,000	\$10,000,000	\$900
\$10,000,000	\$50,000,000	\$1,500
Over \$50,000,000		\$3,200

**P. COORDINATION OF PLANS, SPECIFICATIONS, GENERAL PROVISIONS AND
DETAIL SPECIFICATIONS**

These specifications, the plans, general provisions, detail specifications, 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 complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; plans will govern over specifications; and supplemental documents will govern over both.

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 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 specifications.

Q. FINAL CLEANUP

Prior to and at the request of the Engineer, the Contractor shall make a final cleanup of the project to the satisfaction of the Engineer and the City.

R. AUTHORITY OF THE ENGINEER

The Engineer will decide all questions which may arise as to the quality and acceptability of materials furnished, work performed and rate of progress. He will decide all questions which 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.

S. LAWS TO BE OBSERVED

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 way affect those engaged or employed on the work, or which in any way affect the conduct of the work. He 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 himself or his employees.

The Contractor agrees that in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no Contractor or Sub-Contractor, nor any person acting on behalf of such Contractor or Sub-Contractor, shall, by reason or race, sex, creed or color, discriminate against any citizen of The United States in the employment of labor or workers, who is qualified and available to perform the work to which the employment relates.

That no Contractor, Sub-Contractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, sex, creed or color.

T. SCOPE OF PAYMENT

The Contractor shall receive and accept compensation provided for 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.

U. CONTRACTOR'S SUPERINTENDENT

The Contractor shall at all times have a competent superintendent in charge of the work hereunder, who is thoroughly familiar with the class of work covered by the Specifications. The superintendent shall not be transferred or relieved without prior written notice to the Engineer.

The Contractor's superintendent shall represent the Contractor in his absence. The superintendent shall have authority to execute all instructions, given to him by the Engineer.

The Contractor's superintendent shall at all times cooperate with the Engineer and his authorized representative or other contractors in all matters, including labor relations.

The Engineer shall direct that the superintendent be replaced if his work is not satisfactory.

V. CONTRACTOR'S OFFICE (NOT USED)

W. CHANGES TO ACCOMMODATE MATERIALS PROVIDED

The Contractor shall provide materials to fit and be capable of use and/or operation within the structure dimensions shown. If materials provided by the Contractor require changes in his work, the Contractor shall make the required changes at his expense. If the materials provided by the Contractor require changes in work to be performed under other contracts with the City, the Contractor shall coordinate the required changes with the other affected Contractors and if such changes require an increase in contract price, as evidenced by a change order, the Contractor providing the materials shall be responsible for the increased cost.

X. UNDERGROUND CONDUITS

The Contractor shall exercise care in excavating areas containing underground conduits and shall support and maintain all conduits in a manner satisfactory to the Engineer, where their security is affected by work under the Contract.

Contractors must contact OUPS (either [online](#) or through a toll free number—800-362-2764) no sooner than 48 hours and no later than 10 days before excavating. The 48-hour rule applies to “call backs” on projects where OUPS has been previously notified, as set forth in R.C. § 3781.31(B).

Contractors should take care to ask OUPS for the contact information for limited basis participants, who need to be notified directly by the Contractor.

Under R.C. § 3781.31(A), utility owners have a right to request and receive an additional 24-hour notice before excavation. This additional notice is not made through OUPS, but directly to the utility owner.

Notice must be given whether or not there are signs in the area warning of underground utilities.

An excavation subcontractor cannot rely upon the prime contractor or the project owner's representative to give the location of a buried utility. The Subcontractor must deal directly with the utility owner through OUPS.

If the employees of the excavator know that the markings are not reasonably accurate, they proceed to dig at their own risk.

R.C. § 3781.30(B) requires the contractor to "protect and preserve the markings of approximate locations of underground facilities until those markings are no longer required for proper and safe excavations."

Per R.C. § 3781.30, in the event of utility damage, the contractor must stop immediately and report the damage. The contractor must take reasonable actions to protect persons and property, especially when dealing with buried gas and electrical lines.

29 CFR 1926.651 echoes state requirements for contacting utility owners, determining utility locations and excavating safely. Therefore, failure to follow state statutory requirements is also an OSHA violation.

Y. EXCLUSION OF WATER

The Contractor shall provide all necessary pumps, pipes, drains, ditches and other means of removing water from excavations, or other parts of the work, or for preventing the sides from sliding or caving, and he shall remove the water. He shall provide additional pumps or drains at any place where the Engineer shall deem them necessary.

Z. SANITARY SEWER SYSTEM

The Contractor shall not cause or let any untreated sewage enter storm sewers, ditches or streams during the performance of his work.

AA. DUST AND UNNECESSARY NOISE

The movement and use of machinery and equipment and the handling of materials and conduct of the work shall be such as to avoid and eliminate unnecessary noise, dirt and dust. Roadways and areas about the site shall be maintained by the Contractor so as to

eliminate dust until completion of the job.

BB. SPACE FOR STORAGE OF MATERIALS

The City shall not be responsible for any materials and equipment stored on private property.

The Contractor will need additional areas for material and/or equipment storage. It will be the Contractor's responsibility to contact private property owners for the use of their property. All areas disturbed by the Contractor must be restored to their original or better condition at no cost to the City.

CC. JOINT OCCUPATION OF SITE (NOT USED)

DD. APPROVAL AND ACCEPTANCE

Upon completion of the work as herein provided, the Contractor shall notify the City, in writing, that construction has been completed.

EE. RECORD DRAWINGS (NOT USED)

FF. MEASUREMENT FOR PAYMENT

The contract price per unit of any item is for the work complete in place and accepted as specified and shown on the plans regardless of the character of material encountered in the excavation or contingencies of any other nature. Unit and lump sum prices for such completed in place shall include the furnishing of all labor, materials, tools and equipment necessary for its proper performance. All costs such as excavation, concrete and reinforcement, grouting, backfill, relocation, repair or replacement of existing structures, sheeting and bracing of excavations, clean up and repairs and all other operations required in the construction shall be included in the contract unit or lump sum prices, and no additional compensation will be allowed therefore. It is the intent of these specifications that the cost of all work, which does not have pay items provided for, shall be included in the contract unit or lump prices for items shown on the bid forms.

GG. REMOVAL ITEMS

All mailboxes, street signs, street signal devices, private signs, highway delineators, etc., encountered in the line of work shall be carefully removed and stored and shall be replaced immediately after the work is completed. The Contractor shall compact the material about the base of the post for the boxes and signs and shall reposition the boxes wherever necessary during the maintenance period of the contract to a vertical and upright condition. The cost of such work shall be borne by the Contractor and included in the unit or lump sum price bid for the various items of work in this contract and no extra payment shall be made for this work.

HH. CHANGE ORDERS

Initiation of Change Orders

The Associate shall prepare and issue a Proposal Request to the Contractor to obtain the Contractor's Proposal for the adjustment of the Contract Sum or the Contract Time, or both, associated with a Contract modification.

In any Proposal for an adjustment of the Contract Sum, the Contractor shall specifically identify the items set forth. In any Proposal for an adjustment of the Contract Time, the Contractor shall specifically identify the items set forth.

The Contractor's cost of preparing and providing Proposals is included in the Contract Sum.

The Contractor shall respond with a Proposal to the Associate and the Contracting Authority within 14 days after receiving the Proposal Request. The allowable time for the Contractor's response may be extended by written agreement of the Contractor and the Associate.

The Contractor shall hold the Proposal valid and open for acceptance for at least 45 days. The acceptance period may be adjusted by mutual consent of the Contractor and the Contracting Authority. The time limits described under this subparagraph apply only to Proposals submitted in response to a Proposal Request.

A Proposal may be accepted by the Contracting Authority only through a Change Order. A Proposal Request does not authorize the Contractor to proceed with a change in the Work.

If the Contractor does not timely submit a Proposal within the time required, the Contractor waives its right to an adjustment to the Contract Sum or Contract Time, or both, associated with the contemplated change in the Work.

Change Order Procedure

A Change Order is a written instrument prepared by the Associate and signed by the Contracting Authority, the Owner, the Associate, and the Contractor, stating their agreement upon all of the following:

A change in the Work;

The amount of the adjustment of the Contract Sum, if any; and

The extent of the adjustment of the Contract Time, if any.

In no event shall the Contractor be entitled to reserve any rights or take other similar action with respect to a Change Order if the effect or intent of the reservation or action would be to accommodate a further adjustment of the Contract Sum or Contract Time, or

both, after the Contractor signs the Change Order. By signing a Change Order, the Contractor irrevocably certifies that the elements of a Change Order described are completely satisfied, and waives all rights, if any, to seek further adjustment of the Contract Sum or Contract Time, or both, at a later date with respect to the associated change in the Work including without limitation on account of the "cumulative impact" of the associated change in the Work in combination with one or more other changes in the Work.

The Associate shall prepare each Change Order form, attach the supporting documentation, and issue the Change Order to the Contractor for signature.

If the Contractor is in agreement with the Change Order, the Contractor shall sign and return the Change Order to the Associate within 3 days of receiving it.

When the Associate receives the Change Order signed by the Contractor, the Associate shall recommend approval by signing the form and transmitting the Change Order and the revised Change Order Log to the Owner.

When the Owner receives the Change Order, the Owner shall sign the form accepting the Change Order, attach certification of funding, and transmit the Change Order to the Contracting Authority; or, if the Owner does not accept the Change Order, the Owner shall reject it and return it to the Associate.

When the Contracting Authority receives the Change Order, the Contracting Authority shall sign the form approving the Change Order, and transmit the fully executed Change Order to all signers; or, if the Contracting Authority does not accept the Change Order, the Contracting Authority shall reject it and return it to the Associate.

When the Change Order is signed by the Contractor, the Associate, the Owner, and the Contracting Authority, the fully executed Change Order modifies the Contract Documents and authorizes and directs the Contractor to proceed, and the Contractor shall promptly proceed with the associated change in Work.

II. QUANTITIES OF WORK

The quantities of work set forth herein are approximate only and the City reserves the right to modify them or delete any or all of them upon notice to the Contractor. The City may extend the quantities contained herein as may be mutually agreed to by the Contractor. When the accepted quantities of work vary from the quantities in the bid schedule, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract unit prices for the accepted quantities of work done. 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 among the contract items of overhead expense on the part of the bidder and subsequent loss of expected reimbursements therefore or from any other cause.

JJ. CONTINGENCY QUANTITIES

"As Directed" and/or contingency quantities have been included in the Bid Proposal as part of the Contract for use at locations within the project as directed by the Engineer. The Contractor shall not order materials or perform work for "as Directed" or contingency items unless authorized by the Engineer. The actual work locations and measured quantities used for such items shall be determined in the field.

DETAIL SPECIFICATIONS

FOR

WASHINGTON, SILSBY & SAYBROOK INTERSECTION MODIFICATIONS

The 2019 version of the manual entitled “State of Ohio, Department of Transportation, Construction and Material Specifications” (ODOT Specifications) shall govern the material and procedures used in this project, except as hereinafter specifically amended.

The work considered under the contract shall include the furnishing of all material, labor, superintendence, tools, and services for and incidental to the improvements proposed by this contract as specified herein.

SCOPE OF WORK

The work embraced by this contract generally consists of stormwater management and street beautification at the intersection of Washington Boulevard, Silsby Road, and Saybrook Road. The intent of the project is to remove pavement by bumping out the curbs and tightening up the intersection to make shorter crossings for pedestrians and make it easier for motorists to see pedestrians. The pavement removed to create the bumpouts will be replaced by grass, and plantings within proposed bioswale areas to improve stormwater runoff quality.

It is important that a physical inspection of the work site be performed by the bidder so that full awareness of the scope of work is understood.

BID FORM

Mark Envelope: **WASHINGTON, SILSBY & SAYBROOK INTERSECTION MODIFICATIONS**

To the Clerk:

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, materials 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.

NUMBER OF DAYS TO COMPLETE (NOT MORE THAN **45 WORKING DAYS** FROM ISSUANCE OF N.T.P.): _____

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: _____

BID TOTAL = \$ _____

UNIT PRICE CONTRACT

For the WASHINGTON, SILSBY & SAYBROOK INTERSECTION MODIFICATIONS in the City of University Heights, Cuyahoga County, Ohio, in accordance with the plans and specifications.

REF NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE ESTIMATED DOLLARS CTS	TOTAL PROJECT AMOUNT EST. DOLLARS CTS
ROADWAY						
1	201	TREE REMOVED	EACH	4		
2	202	PAVEMENT REMOVED, AS PER PLAN	SY	437		
3	202	PAVEMENT REMOVED (CONCRETE)	SY	63		
4	202	WALK REMOVED	SF	1350		
5	202	CURB, TYPE 6, REMOVED	FT	424		
6	202	CATCH BASIN REMOVED	EACH	1		
7	203	EXCAVATION AND EMBANKMENT, AS PER PLAN	LUMP	1		
8	608	4 INCH CONCRETE WALK, AS PER PLAN	SF	1322		
9	608	6 INCH CONCRETE WALK, AS PER PLAN (DRIVES)	SF	183		
10	608	CURB RAMP, AS PER PLAN	EACH	4		
					ROADWAY SUBTOTALS =	
EROSION CONTROL						
11	659	SEEDING AND MULCHING, AS PER PLAN	SY	250		
12	832	INLET PROTECTION	EACH	6		
13	832	PERIMETER FILTER FABRIC FENCE	FT	200		
					EROSION CONTROL SUBTOTALS =	
DRAINAGE						
14	601	ROCK CHANNEL PROTECTION	CY	8		
15	605	6 INCH UNCLASSIFIED PIPE UNDERDRAINS, AS PER PLAN	FT	675		
16	611	CATCH BASIN, MISC.: CUYAHOGA COUNTY 3C CATCH BASIN WITH SUMP NO TRAP, AS PER PLAN	EACH	1		
17	611	8 INCH CONCRETE PIPE, TYPE B	FT	36		

REF NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE ESTIMATED DOLLARS CTS	TOTAL PROJECT AMOUNT EST. DOLLARS CTS
18	611	18 INCH NYOPLAST CATCH BASIN WITH DOME GRATE	EACH	3		
19	611	6 INCH UNDERDRAIN CLEANOUT	EACH	8		
20	611	CONDUIT, TYPE F FOR UNDERDRAIN OUTLETS	FT	30		
DRAINAGE SUBTOTALS =						
PAVEMENT						
21	451	FIBER REINFORCED CONCRETE APRON, CLASS QC MS, 6 INCH	SF	546		
22	451	FIBER REINFORCED CONCRETE DRIVEWAY, CLASS QC MS, 6 INCH	SF	289		
23	609	5 FOOT CONCRETE CURB OPENING, AS PER PLAN	SF	45		
24	609	CURB, TYPE 6, AS PER PLAN	FT	480		
PAVEMENT SUBTOTALS =						
TRAFFIC CONTROL						
25	630	GROUND MOUNTED SIGN, REMOVE AND RELOCATE	EACH	3		
26	642	CROSSWALK LINE REMOVED	FT	391		
27	642	STOP LINE REMOVED	FT	77		
28	642	CENTERLINE DOUBLE-SOLID REMOVED	FT	8		
29	642	CROSSWALK LINE	FT	468		
30	642	STOP LINE	FT	80		
31	642	CENTERLINE DOUBLE SOLID	FT	8		
TRAFFIC CONTROL SUBTOTALS =						
LANDSCAPE & BIORETENTION						
32	661	CAREX VULPINOIDEA, FOX SEDGE	EACH	471		
33	661	HEMEROCALLIS 'GOING BANANAS' , DAYLILY	EACH	419		
34	661	IRIS VERSICOLOR, BLUE FLAG	EACH	202		
35	661	SYMPHYOTRICHUM NOVA-ANGLIAE 'PURPLE DOME'	EACH	67		
36	662	LANDSCAPE WATERING	MGAL	5		
37	SPECIAL	BIORETENITON AREA A	EACH	1		
38	SPECIAL	BIORETENITON AREA C	EACH	1		
39	SPECIAL	BIORETENITON AREA B	EACH	1		
LANDSCAPE & BIORETENTION SUBTOTALS =						
INCIDENTALS						
40	614	MAINTAINING TRAFFIC, AS PER PLAN	LUMP	1		
41	SPECIAL	CONTINGENCY ALLOWANCE	LUMP	1	\$ 15,000.00	\$ 15,000.00
42	SPECIAL	PROJECT DVD RECORDING	LUMP	1		
INCIDENTALS SUBTOTALS =						
BID TOTAL =						

REF NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE ESTIMATED DOLLARS CTS	TOTAL PROJECT AMOUNT EST. DOLLARS CTS
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EXECUTED AT _____ THIS _____ DAY OF _____, 2022

BY: _____
(SIGN IN INK)

TITLE: _____
(OWNER, PARTNER, OR CORPORATE OFFICER)

VENDOR (PLEASE FILL IN):

_____ NAME

_____ PHONE NO

_____ ADDRESS

_____ FAX NO

_____ CITY, STATE AND ZIP CODE

_____ EMAIL

**Agreement Relative to Separate Consideration for
Incorporation of Tangible Personal Property**

The undersigned, a bidder on the above described project, hereby agrees that the contract to be entered into in the event its bid is accepted for the above described project, is "a construction contract pursuant to which tangible personal property is or is to be incorporated into a structure or improvement on and becoming a part of real property" and Contractor further agrees that "the consideration for such incorporation" is agreed upon "separately from the consideration for the performance of the other obligations of such construction contract, and that such "incorporation" shall constitute a sale of such tangible personal property to the CITY OF UNIVERSITY HEIGHTS, OHIO as provided in Section 5739.01 et. seq. of the Revised Code of Ohio.

It is further agreed and understood that this agreement shall, for the purposes of said laws above mentioned, be considered as a part of the bid or offer of the undersigned and if the CITY OF UNIVERSITY HEIGHTS, OHIO should award the contract to the undersigned, that this agreement shall be and hereby is made a part of the bid and/or contract of the undersigned for the purposes of the said laws.

For the purpose of the said section of the Revised Code above mentioned, the consideration to be paid for the performance of the contract of the above described project is divided, as follows:

- 1. CONSIDERATION FOR MATERIALS (MATERIAL incorporated into a structure or improvement on and becoming a part of real property)

\$ _____

- 2. CONSIDERATION FOR OTHER OBLIGATIONS (For other obligations of such construction contract)

\$ _____

The figure set down as the total must correspond with the total set down in the bid which accompanies this supplemental agreement, and the bidder in submitting this figure shall be subject to the same rules and regulations with respect to mistakes in extensions and additions as are provided in the case of totals set forth by the bidder in his bid; namely, that mistakes in additions or extensions will be corrected and the totals corrected accordingly, but the same proportion will be maintained in the division above set forth between the Consideration for Materials and Consideration for other Obligations.

Signature of bidder

FINDINGS FOR RECOVERY CERTIFICATION

I am aware that Ohio law, under certain circumstances, prohibits a political subdivision from awarding a contract for goods, services or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. I hereby certify that an unresolved finding for recovery has not been issued against _____ Company.

SIGNATURE

PRINTED NAME

TITLE

DATE

**INFORMATION SHOWING QUALIFICATIONS
OF BIDDER**

The undersigned states that the names and addresses of persons interested as principals in this proposal are as follows: If a partnership, LLC or corporation, give the names and addresses of all partners, members or officers:

If bidder is a corporation or LCC, bidder states that the name of state in which incorporated or constituted and the date of said incorporation or constitution is:

The undersigned states that they are citizen(s) of the United States and that all the partners, officers, or principals interested herein are citizens of the United States, except: (Give full name and addresses):

The undersigned offers the following information relative to the facilities, ability and financial resources available for the fulfillment of the Contract if such be awarded to him.

FACILITIES: That he or they own and have available for immediate use on the proposed work the following plant and equipment:

ABILITY: That he or they have performed the following work: (Give location, kind, size or cost, and reference to name and address of client and engineer).

FINANCIAL RESOURCES: That information relative to his or their financial resources can and may be obtained from the following: (Give name, business and address):

Signature of Bidder

LISTING OF SUBCONTRACTORS

The undersigned offers the following information relative to the subcontractors it intends to employ on this contract if such is awarded. The items and specific amounts of work assigned to each listed subcontract shall also be outlined. Duplicate this sheet as needed.

1. Name of Subcontractor: _____
Address: _____
City _____ State: _____ Telephone: _____
Description and/or Items of Work: _____
Amount: \$ _____ Percent (%) of Contract: _____

2. Name of Subcontractor: _____
Address: _____
City _____ State: _____ Telephone: _____
Description and/or Items of Work: _____
Amount: \$ _____ Percent (%) of Contract: _____

3. Name of Subcontractor: _____
Address: _____
City _____ State: _____ Telephone: _____
Description and/or Items of Work: _____
Amount: \$ _____ Percent (%) of Contract: _____

4. Name of Subcontractor: _____
Address: _____
City _____ State: _____ Telephone: _____
Description and/or Items of Work: _____
Amount: \$ _____ Percent (%) of Contract: _____

Signature of Bidder:
Bidder: _____
By: _____
Title: _____

**SAMPLE
PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____ as principal and _____ as sureties, are hereby held and firmly bound unto _____ in the penal sum of _____ dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, _____

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal did on the _____ day of _____, _____, enter into a contract with _____, which said contract is made a part of this bond the same as though set forth herein;

Now, if the said _____ shall well and faithfully do and perform the things agreed by _____ to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated. The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefor shall in any wise affect the obligations of said surety on its bond.

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, THAT whereas, the CITY OF UNIVERSITY HEIGHTS, OHIO State of Ohio awarded to _____
(Name of Contractor)

a _____, hereinafter designated as the
(Corporation, Partnership or Individual)
"Principal" a Contract Agreement, a copy of which is hereto attached and made part hereof for the construction of: _____

Whereas, said Principal is required under the terms of said Contract to furnish a bond in connection with said Contract Agreement, providing that if said Principal, or any of his or its subcontractors, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the Work contracted to be done, or for any Work or labor done thereon of any kind, the Surety on this bond will pay the same to the extend hereinafter set forth;

NOW THEREFORE, we the Principal and _____ as Surety, are held and firmly bound unto the CITY OF UNIVERSITY HEIGHTS in the penal sum of _____ DOLLARS (\$_____) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, has or its heirs executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or teams used in upon or about the performance of the Work contracted to be done or for any labor thereon of any kind, as required by the provisions of all laws of the State of Ohio to secure the payment of claims of persons employed by contractors upon public works, and the claim of persons who furnish materials, supplies, teams, implements, or machinery used or consumed by such contractors in the performance of such work, and provided that the persons, companies, or corporations so furnishing said materials, provisions, or other supplies, teams, appliances or power used in, upon, for or about the performance of the Work contracted to be executed or performed, or any person, company or corporation renting or hiring teams or implements or machinery or power for or contributing to said Work to be done, or any person who performs Work or labor upon the same of any person who supplies both Work and materials therefore, shall have complied with provisions of said laws, then Surety shall pay the same in or to an amount not exceeding the amount hereinabove set forth, and will also pay in case suit is brought upon this bond, such reasonable attorney's fee, as shall be fixed by the Court, awarded and taxed as in the laws of the State of Ohio provided.

This bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under said laws, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Agreement, or to the Work to be performed there under, or the Specifications accompanying the same, shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Agreement or to the Work or to the Specifications.

WITNESS OUR SIGNATURES this ____ day of _____ A.D., 20____

Principal

Surety

SAMPLE CONTRACT

THIS AGREEMENT, made effective the ____ day of _____, by and between, _____ an Ohio Corporation currently in good standing and authorized to do business in Ohio, hereinafter called the "CONTRACTOR", and the City of University Heights, Ohio, a municipal corporation authorized and existing under the Ohio Constitution pursuant to its "home rule" charter and subject to certain statutes of Ohio, hereinafter called the "CITY";

WITNESSETH:

WHEREAS, the Clerk of Council, pursuant to a Motion passed by Council on the ____ day of _____, 20____ advertised for bids on the Work and/or services hereinafter described on the ____ day of _____, 20____ and on the ____ day of _____, 20____ which bids were due on or before _____ local time on the ____ day of _____, 20____ at which time all bids were publicly opened and immediately tabulated and filed for public inspection with the Clerk of Council; and

WHEREAS, the Council received the tabulating of the bids at a public meeting held on the ____ day of _____, 20____ and further considered the matter at a public meeting held on the ____ day of _____, 20____ at which time Council passed a Motion approving the bid of the CONTRACTOR to be the lowest and best bid and awarding this Contract; and

WHEREAS, the CONTRACTOR expressly represents as a condition precedent to the validity and effect of this agreement, the execution hereof by the CONTRACTOR constitutes its affidavit that it is the sole entity or individual directly or indirectly interested in compensation for the delivery of labor and materials bid upon and to be awarded and performed herein, and was proposed without any connection or common interest in the profits with any undisclosed persons or entity submitting any proposal for the same and that the contract proposal is in all respects fair and without collusion or fraud; that no employee or official of the CITY is directly or indirectly interested therein; that the CONTRACTOR in the performance of this Contract will not violate any laws applicable in the City of University Heights or the State of Ohio including, but not limited to the prevailing wage requirements of the University Heights Codified Ordinances, Section 168.20; and that the CONTRACTOR shall in no way engage or participate in any form of discrimination on the Work.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises herein contained, the CONTRACTOR and the CITY agree as follows:

SECTION 1. SCOPE

CONTRACTOR shall furnish, deliver, provide and fully pay for all labor, materials, tools and equipment and all related services as may be necessary or required to perform in a good and workmanlike manner and to fully complete the _____ (Project) in accordance with Purchase Order Number _____ for the locations shown on the attached Exhibit for the City of University Heights in compliance with the plans and specifications on file with the Clerk of Council of the City of University Heights.

Work to commence within ____ days and shall be fully completed within _____ days of the execution of this Agreement. CONTRACTOR shall do everything required by this Contract and other documents constituting a part hereof. No sub-contracting and no deviation shall be allowed with respect to changes in scope of work or in costs or in any other respect, unless prior administrative approval in the form of a written Change Order is obtained in advance from the City and is executed by the Engineer, the Service Director and Finance Director acting within their authority, absent emergency circumstances jeopardizing the public health, safety or welfare in which event the City can waive this requirement.

SECTION 2. CONTRACT PRICE

CITY shall pay the CONTRACTOR for the performance of this Contract, subject to any additions or deductions approved in accordance with the preceding paragraph, the amount submitted by the CONTRACTOR and accepted by the CITY, to wit _____ (\$ _____) and agreed to by _____ for _____ on which this Contract is based and pursuant to the Purchase Order issued by the Director of Finance, copy of which is attached hereto.

All payments shall be made by the Director of Finance of the CITY as progress, retainage or final payments become due upon written and signed acceptance and direction to pay issued by the engineer.

SECTION 3. INDEMNIFICATION

The CONTRACTOR shall indemnify and save the CITY and each and all of its public officials harmless from any and all suits, liens, claims, actions or causes of actions arising out of the performance of this Contract asserted by an individual and/or any entity. Claims to be indemnified shall include, but not be limited to, claims of negligence or any other tort, contract or any claim of breach thereof, any claim arising out of or based upon any alleged violation of federal, state or local law, statute or ordinance. The CONTRACTOR shall, at his or its own expense, defend the CITY and its officials in all litigation and indemnify the CITY and/or its Law Director and/or the CITY'S insurance carrier for all attorney's fees incurred, judgments and/or awards of

damages, court costs and any other expenses arising out of such litigation or claims, whether or not such claim has any validity in fact.

The CONTRACTOR shall maintain full workers' compensation coverage for all of CONTRACTOR'S employees and proof of such insurance and proof of the current application of all federal and state required coverage for workers' compensation, unemployment benefits and taxation shall be evidenced by submitting certificates thereof to the CITY prior to the execution of this Contract, provided, however, that the failure to submit such certificate shall not relieve the CONTRACTOR of the full indemnification obligations required herein.

The CONTRACTOR shall maintain during the life of the contract, such Public Liability (Bodily Injury and Property Damage) Insurance as shall protect CONTRACTOR and any Subcontractors 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 as specified below. The policy shall name the CITY as an additional named insured. Submitting a certificate of insurance shall evidence proof of such insurance coverage.

The amounts of such insurance shall be as follows:

BODILY INJURY LIABILITY

EACH PERSON	\$1,000,000.
EACH ACCIDENT	\$2,000,000.

PROPERTY DAMAGE LIABILITY

EACH ACCIDENT	\$1,000,000.
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Such insurance shall remain in full force and effect during the life of the contract.

SECTION 4. WARRANTY

The CONTRACTOR warrants: that it is the sole entity or individual directly or indirectly interested in compensation for the delivery of the labor and materials bid upon, awarded and performed under this Contract; that no Subcontractor shall perform any part of this Contract without notice in advance to the Engineer, and any objection thereto shall be presented first to the Mayor, and then to the Council for resolution; that the proposal made upon which this Contract is based was made without any connection or common interest in the profits with any undisclosed persons or entity making any quotation or proposal for the said work; that the Contract is, on the part of

the CONTRACTOR in all respects fair and without collusion or fraud; that no employee or official of the City of University Heights is directly or indirectly interested therein; that the CONTRACTOR in the performance of this Contract will not violate any laws applicable in the State of Ohio; that the CONTRACTOR will in no way engage in or participate in any form of discrimination.

SECTION 5. COMPLIANCE WITH LAW

The CONTRACTOR shall comply with all laws applicable in the City of University Heights or the State of Ohio including, but not limited to the prevailing wage requirements of the University Heights Codified Ordinances, Section 168.20; CONTRACTOR shall not engage or participate in any form of discrimination on the Work.

SECTION 6. COMPONENT PARTS OF CONTRACT

This Contract consists of this instrument and the component parts attached hereto, all of which are incorporated herein as if fully rewritten, numbered and signed by the parties. Such documents, unless waived in writing by the Law Director, shall include, but are not limited to, instruction to bidders, plans and drawings, specifications, warranties, performance bond, labor and material bond, and maintenance bond approved by the City Law Director, proof of satisfactory liability insurance, proof of workers' compensation coverage, the laws of Ohio, the laws of the City of University Heights, copies of advertisement, bid tabulations and purchase orders.

SECTION 7. DISPUTES

In the event of dispute, the CONTRACTOR first shall be required to and shall have the right to appeal directly to the Council of the City of University Heights, whose determination shall be a condition precedent to the institution of any litigation in a court of competent jurisdiction. Any claim asserted pursuant to this contract shall be brought only in a court of competent jurisdiction sitting in Cuyahoga County, Ohio.

SECTION 8. EXECUTION OF CONTRACT

This Contract was executed on behalf of the CONTRACTOR by _____, as authorized by corporation resolution to be furnished on request, and by Michael Dylan Brennan, Mayor of the City of University Heights, Ohio, as authorized by the Council of the City of University Heights, Ohio.

SECTION 9. ENTIRE CONTRACT

This is the entire Contract between the parties and shall not be altered except in writing signed by both parties, or except for any changes that the Engineer is

authorized to make in the scope of the project pursuant to the implied and express authority set forth in the Contract. All provisions of this Contract are to be interpreted according to the Laws of or applicable to the State of Ohio, and made effective in University Heights, Ohio.

IN WITNESS WHEREOF, the Parties have executed this Contract the day and year first above written.

WITNESS:

CONTRACTOR

Position _____

Position _____

CITY OF UNIVERSITY HEIGHTS, OHIO

I have reviewed this Contract and its components and approve the same as to form and correctness.

Date

Luke McConville
Law Director

**AFFIDAVIT OF COMPLIANCE
PREVAILING WAGES**

I,

(Name of person signing affidavit)(Title)

do hereby certify that the wages paid to all employees of

(Company Name)

for all hours worked on the

(Project name and location)

project, during the period from _____ to _____ are in
(Project Dates)

compliance with prevailing wage requirements of Chapter 4115 of the Ohio Revised Code.

I further certify that no rebates or deductions have been or will be made, directly or indirectly,
from any wages paid in connection with this project, other than those provided by law.

(Signature of Officer or Agent)

Sworn to and subscribed in my presence this _____ day of

_____,

20 _____.

(Notary Public)

The above affidavit must be executed and sworn to by the officer or agent of the contractor or subcontractor who supervises the payment of employees. This affidavit must be submitted to the owner (public authority) before the surety is released or final payment due under the terms of the contract is made.

LAW1003

AFFIDAVIT OF (SUB ORIGINAL) CONTRACTOR

STATE OF OHIO, COUNTY, ss: Ohio, 20

being first duly sworn, says that he is
 OF the
 Sub] contractor having a contract with
 Original] the
 for
 situated on or around or in front of the following described property:

whereof was the owner, part owner or lessee.

Affiant further says that the following shows the names of every sub-contractor in the employ of said...
 giving the amount, if any, which is due, or to become due, to them, or any of
 them, for work done or machinery, material or fuel furnished to date hereof, under said contracts.

NOTE: This statement must be accompanied by a similar sworn statement signed by each of the sub-contractors listed below.

SUB-CONTRACTORS

NAME	TRADE	Amount due or to become due for work and material furnished to date hereof.

Said affiant further says that the following shows the names of every person furnishing machinery, material or fuel, to _____
 giving the amount, if any, which is due, or to become due, to them or any of them, for machinery, material or fuel furnished to date hereof, under said contracts.

MATERIAL MEN

NAME	TRADE	Amount due or to become due for work and material furnished to date hereof.

Said affiant further says that the following shows the names of every unpaid laborer in the employ of _____

_____ furnishing labor under said contract, giving the amount, if any, which is due, or to become due for labor done to date hereof:

NOTE: If the fact is that every laborer has been paid in full, then recite: "Every laborer has been paid in full." If not, then give each unpaid laborer's name and the amount due or to become due.

LABOR

NAME	HOURS	Amount due or to become due for labor furnished to date hereof.

That the amounts due or to become due to said sub-contractors, material men and laborers, for work done, or machinery, material or fuel furnished to the date hereof, to _____ is fully and correctly set forth opposite their names, respectively, in the aforesaid statements, and further evidenced by certificates of every person furnishing machinery, material or fuel, hereto attached, and made a part hereof.

Affiant further says that _____ has not employed or purchased or procured machinery, material or fuel from, or sub-contracted with any person, firm or corporation, other than those above mentioned, and owes for no labor performed, or machinery, material or fuel furnished under said contracts, other than above set forth.

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE, at _____

Ohio, this _____ day of _____ A.D., 20 _____

Notary Public

CERTIFICATE OF MATERIAL MEN

Ohio, _____ 20 _____

The undersigned certify that to the date hereof they have furnished machinery, material or fuel as set out herein to _____ for _____

_____ situated on or around or in front of the property described in the foregoing affidavit; that the nature of said machinery, material or fuel furnished, the date when they commenced furnishing the same and the amount now due or owing to each of them, is correctly stated and set opposite their respective names or they have been paid in full, if so acknowledged hereon.

NAME	Machinery, materials or fuel and nature of the same.	Commenced Furnishing	Amount due or to become due to date hereof.

**CONSENT OF SURETY
For Final Payment**

Project Name _____
Location _____
Project No. _____ Contract No. _____
Amount of Contract _____

In accordance with the provisions of the above-named contract between the Owner and the Contractor, the following named surety:

on the Payment Bond of the following named Contractor:

hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractors shall not relieve the Surety Company named herein of any of its obligations to the following named: as set forth in said Surety company's bond:

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this _____ day of _____ 20__

(Name of Surety Company)

(Signature of Authorized Representative)

TITLE _____

UNIVERSITY HEIGHTS
D/W/M BUSINESS ENTERPRISE PARTICIPATION REPORT

PROJECT TITLE: _____

PROJECT GROSS AMOUNT: _____

D/W/MBE INFORMATION:

Name: _____

Address: _____

City: _____

E-Mail: _____

Phone Number: _____

Trade: _____

Amount of Bid Award: _____

D/W/MBE INFORMATION:

Name: _____

Address: _____

City: _____

E-Mail: _____

Phone Number: _____

Trade: _____

Amount of Bid Award: _____

UNIVERSITY HEIGHTS
D/W/M BUSINESS ENTERPRISE PARTICIPATION REPORT

D/W/MBE INFORMATION:

Name: _____

Address: _____

City: _____

E-Mail: _____

Phone Number: _____

Trade: _____

Amount of Bid Award: _____

D/W/MBE INFORMATION:

Name: _____

Address: _____

City: _____

E-Mail: _____

Phone Number: _____

Trade: _____

Amount of Bid Award: _____

D/W/MBE INFORMATION:

Name: _____

Address: _____

City: _____

E-Mail: _____

UNIVERSITY HEIGHTS
D/W/M BUSINESS ENTERPRISE PARTICIPATION REPORT

Phone Number: _____

Trade: _____

Amount of Bid Award: _____

IN THE EVENT THAT THERE ARE NO D/W/MBE'S WORKING ON THE PROJECT,
PROVIDE NARRATIVE EXPLANATION:

IN WITNESS WHEREOF, the undersigned has set their hand this ____ day of _____, 20__.

CONTRACTOR NAME: _____

By: _____

Its: _____

BID FORM

Mark Envelope: **WASHINGTON, SILSBY & SAYBROOK INTERSECTION MODIFICATIONS**

To the Clerk:

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, materials 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.

NUMBER OF DAYS TO COMPLETE (NOT MORE THAN **45 WORKING DAYS** FROM ISSUANCE OF N.T.P.):

45 ***

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:

BID TOTAL = \$ 297,774.00 ***

UNIT PRICE CONTRACT

*** CANNOT PERFORM PROJECT UNTIL APRIL 2023

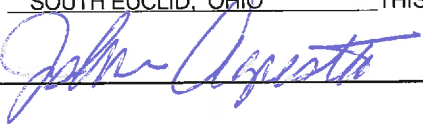
For the WASHINGTON, SILSBY & SAYBROOK INTERSECTION MODIFICATIONS in the City of University Heights, Cuyahoga County, Ohio, in accordance with the plans and specifications.

REF NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE ESTIMATED DOLLARS CTS	TOTAL PROJECT AMOUNT EST. DOLLARS CTS
ROADWAY						
1	201	TREE REMOVED	EACH	4	\$ 400.00	\$ 1,600.00
2	202	PAVEMENT REMOVED, AS PER PLAN	SY	437	\$ 25.00	\$ 10,925.00
3	202	PAVEMENT REMOVED (CONCRETE)	SY	63	\$ 20.00	\$ 1,260.00
4	202	WALK REMOVED	SF	1350	\$ 2.00	\$ 2,700.00
5	202	CURB, TYPE 6, REMOVED	FT	424	\$ 5.00	\$ 2,120.00
6	202	CATCH BASIN REMOVED	EACH	1	\$ 500.00	\$ 500.00
7	203	EXCAVATION AND EMBANKMENT, AS PER PLAN	LUMP	1	\$ 36,781.00	\$ 36,781.00
8	608	4 INCH CONCRETE WALK, AS PER PLAN	SF	1322	\$ 14.00	\$ 18,508.00
9	608	6 INCH CONCRETE WALK, AS PER PLAN (DRIVES)	SF	183	\$ 15.00	\$ 2,745.00
10	608	CURB RAMP, AS PER PLAN	EACH	4	\$ 900.00	\$ 3,600.00
					ROADWAY SUBTOTALS = \$	80,739.00
EROSION CONTROL						
11	659	SEEDING AND MULCHING, AS PER PLAN	SY	250	\$ 5.00	\$ 1,250.00
12	832	INLET PROTECTION	EACH	6	\$ 100.00	\$ 600.00
13	832	PERIMETER FILTER FABRIC FENCE	FT	200	\$ 2.00	\$ 400.00
					EROSION CONTROL SUBTOTALS = \$	2,250.00
DRAINAGE						
14	601	ROCK CHANNEL PROTECTION	CY	8	\$ 350.00	\$ 2,800.00
15	605	6 INCH UNCLASSIFIED PIPE UNDERDRAINS, AS PER PLAN	FT	675	\$ 20.00	\$ 13,500.00
16	611	CATCH BASIN, MISC.: CUYAHOGA COUNTY 3C CATCH BASIN WITH SUMP NO TRAP, AS PER PLAN	EACH	1	\$ 4,000.00	\$ 4,000.00
17	611	8 INCH CONCRETE PIPE, TYPE B	FT	36	\$ 40.00	\$ 1,440.00

REF NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE ESTIMATED DOLLARS I CTS	TOTAL PROJECT AMOUNT EST. DOLLARS I CTS
18	611	18 INCH NYOPLAST CATCH BASIN WITH DOME GRATE	EACH	3	\$ 3,000.00	\$ 9,000.00
19	611	6 INCH UNDERDRAIN CLEANOUT	EACH	8	\$ 600.00	\$ 4,800.00
20	611	CONDUIT, TYPE F FOR UNDERDRAIN OUTLETS	FT	30	\$ 20.00	\$ 600.00
DRAINAGE SUBTOTALS = \$						36,140.00
PAVEMENT						
21	451	FIBER REINFORCED CONCRETE APRON, CLASS QC MS, 6 INCH	SF	546	\$ 15.00	\$ 8,190.00
22	451	FIBER REINFORCED CONCRETE DRIVEWAY, CLASS QC MS, 6 INCH	SF	289	\$ 15.00	\$ 4,335.00
23	609	5 FOOT CONCRETE CURB OPENING, AS PER PLAN	SF	45	\$ 15.00	\$ 675.00
24	609	CURB, TYPE 6, AS PER PLAN	FT	480	\$ 55.00	\$ 26,400.00
PAVEMENT SUBTOTALS = \$						39,600.00
TRAFFIC CONTROL						
25	630	GROUND MOUNTED SIGN, REMOVE AND RELOCATE	EACH	3	\$ 400.00	\$ 1,200.00
26	642	CROSSWALK LINE REMOVED	FT	391	\$ 12.00	\$ 4,692.00
27	642	STOP LINE REMOVED	FT	77	\$ 15.00	\$ 1,155.00
28	642	CENTERLINE DOUBLE-SOLID REMOVED	FT	8	\$ 50.00	\$ 400.00
29	642	CROSSWALK LINE	FT	468	\$ 4.00	\$ 1,872.00
30	642	STOP LINE	FT	80	\$ 5.00	\$ 400.00
31	642	CENTERLINE DOUBLE SOLID	FT	8	\$ 25.00	\$ 200.00
TRAFFIC CONTROL SUBTOTALS = \$						9,919.00
LANDSCAPE & BIORETENTION						
32	661	CAREX VULPINOIDEA, FOX SEDGE	EACH	471	\$ 24.00	\$ 11,304.00
33	661	HEMEROCALLIS 'GOING BANANAS', DAYLILY	EACH	419	\$ 19.00	\$ 7,961.00
34	661	IRIS VERSICOLOR, BLUE FLAG	EACH	202	\$ 19.00	\$ 3,838.00
35	661	SYMPHYOTRICHUM NOVA-ANGLIAE 'PURPLE DOME'	EACH	67	\$ 19.00	\$ 1,273.00
36	662	LANDSCAPE WATERING	MGAL	5	\$ 250.00	\$ 1,250.00
37	SPECIAL	BIORETENITON AREA A	EACH	1	\$ 31,000.00	\$ 31,000.00
38	SPECIAL	BIORETENITON AREA C	EACH	1	\$ 11,000.00	\$ 11,000.00
39	SPECIAL	BIORETENITON AREA B	EACH	1	\$ 9,000.00	\$ 9,000.00
LANDSCAPE & BIORETENTION SUBTOTALS = \$						76,626.00
INCIDENTALS						
40	614	MAINTAINING TRAFFIC, AS PER PLAN	LUMP	1	\$ 36,500.00	\$ 36,500.00
41	SPECIAL	CONTINGENCY ALLOWANCE	LUMP	1	\$ 15,000.00	\$ 15,000.00
42	SPECIAL	PROJECT DVD RECORDING	LUMP	1	\$ 1,000.00	\$ 1,000.00
INCIDENTALS SUBTOTALS = \$						52,500.00
BID TOTAL = \$						297,774.00

REF NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE ESTIMATED DOLLARS CTS	TOTAL PROJECT AMOUNT EST. DOLLARS CTS
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EXECUTED AT SOUTH EUCLID, OHIO THIS 26TH DAY OF AUGUST, 2022

BY:  (SIGN IN INK)

TITLE: PRESIDENT
(OWNER, PARTNER, OR CORPORATE OFFICER)

VENDOR (PLEASE FILL IN):

C. A. AGRESTA CONSTRUCTION COMPANY
NAME

216-382-2525
PHONE NO

4186 GREENVALE RD
ADDRESS

216-382-7678
FAX NO

SOUTH EUCLID, OH 44121
CITY, STATE AND ZIP CODE

agresta@sbcglobal.net
EMAIL

**Agreement Relative to Separate Consideration for
Incorporation of Tangible Personal Property**

The undersigned, a bidder on the above described project, hereby agrees that the contract to be entered into in the event its bid is accepted for the above described project, is "a construction contract pursuant to which tangible personal property is or is to be incorporated into a structure or improvement on and becoming a part of real property" and Contractor further agrees that "the consideration for such incorporation" is agreed upon "separately from the consideration for the performance of the other obligations of such construction contract, and that such "incorporation" shall constitute a sale of such tangible personal property to the CITY OF UNIVERSITY HEIGHTS, OHIO as provided in Section 5739.01 et. seq. of the Revised Code of Ohio.

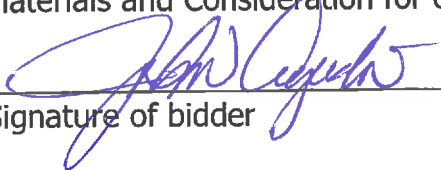
It is further agreed and understood that this agreement shall, for the purposes of said laws above mentioned, be considered as a part of the bid or offer of the undersigned and if the CITY OF UNIVERSITY HEIGHTS, OHIO should award the contract to the undersigned, that this agreement shall be and hereby is made a part of the bid and/or contract of the undersigned for the purposes of the said laws.

For the purpose of the said section of the Revised Code above mentioned, the consideration to be paid for the performance of the contract of the above described project is divided, as follows:

- 1. CONSIDERATION FOR MATERIALS (MATERIAL incorporated into a structure or improvement on and becoming a part of real property)
\$ 148,887.00

- 2. CONSIDERATION FOR OTHER OBLIGATIONS (For other obligations of such construction contract)
\$ 148,887.00

The figure set down as the total must correspond with the total set down in the bid which accompanies this supplemental agreement, and the bidder in submitting this figure shall be subject to the same rules and regulations with respect to mistakes in extensions and additions as are provided in the case of totals set forth by the bidder in his bid; namely, that mistakes in additions or extensions will be corrected and the totals corrected accordingly, but the same proportion will be maintained in the division above set forth between the Consideration for Materials and Consideration for other Obligations.



Signature of bidder

NON-COLLUSION AFFIDAVIT

This affidavit is to be filled in and executed by the bidder. If the bid is made by a Corporation, then it shall be executed by its Chief Executive Officer; if by a Partnership or LLC, by its Managing General Partner or Managing Member.

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

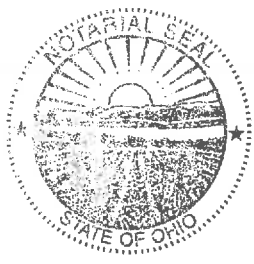
JOHN AGRESTA
PRESIDENT C.A. AGRESTA CONSTRUCTION CO. being first duly
sworn, deposes and says that JOHN AGRESTA residing at MAYFIELD, OH
and JOHN A. AGRESTA residing at MAYFIELD VILLAGE, OH and _____
residing at _____ (is)(are) the only person(s) interested with (him)
(them) in the delivery of the materials quoted upon or the services performed under
these specifications; that the said quotation is made without any connection or common
interest in the profits with any other persons making any quotations or proposal for the
said work; that the said contract is on (his) (their) part in all respects fair and without
collusion or fraud; and also that no head of any department or any employee therein;
or any officer of the CITY OF UNIVERSITY HEIGHTS, OHIO has any direct or indirect
interest therein.



Signature

Sworn to and subscribed in my presence this 26TH day of AUGUST, 2022

(Notary Seal)



DINA M CONNOLE
Notary Public
In and for the State of Ohio
My Commission Expires
March 03, 2024

Dina M Connole

Notary Public

STATEMENT REGARDING PERSONAL PROPERTY TAXES

I, JOHN AGRESTA, PRESIDENT
(Name) (Owner,
President, Etc.)

of C.A. AGRESTA CONSTRUCTION COMPANY do hereby certify that this firm or
person
IS NOT delinquent in the filing and/or payment of personal property taxes in
(insert is or is not) Cuyahoga County.

(If the answer is in the affirmative, please submit a statement listing the year or years
of delinquency and the amounts).

Signed *John Agresta*

Name of Firm C.A. AGRESTA CONSTRUCTION CO.

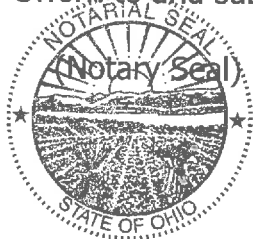
Address 4186 GREENVALE ROAD

SOUTH EUCLID OH 44121

Telephone 216-382-2525

State of Ohio)
) SS
County of Cuyahoga)

Sworn to and subscribed in my presence this 26TH day of AUGUST, 2022



DINA M CONNOLES
Notary Public
In and for the State of Ohio
My Commission Expires
March 03, 2024

Dina M Connoles
Notary Public

Note: Statement Regarding Personal Property Taxes in Cuyahoga County.

If the business is not located in Cuyahoga County, please add a brief explanation
to the above statement to the effect that no taxes are owned to Cuyahoga
County (if such is the case), or to the County in which the business is located.

FINDINGS FOR RECOVERY CERTIFICATION

I am aware that Ohio law, under certain circumstances, prohibits a political subdivision from awarding a contract for goods, services or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. I hereby certify that an unresolved finding for recovery has not been issued against ~~C.A. Agresta Construction~~ Company.


SIGNATURE

JOHN AGRESTA
PRINTED NAME

PRESIDENT
TITLE

8-26-22
DATE

**INFORMATION SHOWING QUALIFICATIONS
OF BIDDER**

The undersigned states that the names and addresses of persons interested as principals in this proposal are as follows: If a partnership, LLC or corporation, give the names and addresses of all partners, members or officers:

<u>JOHN AGRESTA</u>	<u>JOHN A. AGRESTA</u>
<u>PRES. & SECY</u>	<u>VICE PRES. & TREASURER</u>
<u>2068 LANDER RD</u>	<u>6498 FOXBORO DR</u>
<u>MAYFIELD HTS OH 44124</u>	<u>MAYFIELD VILLAGE OH 44143</u>

If bidder is a corporation or LCC, bidder states that the name of state in which incorporated or constituted and the date of said incorporation or constitution is:

STATE OF OHIO 3-1-1953

The undersigned states that they are citizen(s) of the United States and that all the partners, officers, or principals interested herein are citizens of the United States, except: (Give full name and addresses):

N/A

The undersigned offers the following information relative to the facilities, ability and financial resources available for the fulfillment of the Contract if such be awarded to him.

FACILITIES: That he or they own and have available for immediate use on the proposed work the following plant and equipment:

SEE ATTACHED

THE C. A. AGRESTA CONSTRUCTION CO.

EXCAVATING AND PAVING CONTRACTORS

4186 GREENVALE ROAD

SOUTH EUCLID, OHIO 44121

FACILITIES:

Gradalls, Backhoes, Front End Loaders, Bulldozers, Grader, Pavement Breakers. Concrete Saws, Curb Machine, Slip Form Pavers, Subgrade Trimmer, Crack Sealing Machines, Hydraulic Excavators.

ABILITY:

2021

- 2021 Macedonia Road Program; \$183,705; City of Macedonia; Subcontractor to Specialized Construction
- Ashcroft Neighborhood Improvements; \$1,247,740; City of Mayfield Heights; GPD Group
- 2021 Concrete Road Program; \$325,632; Village of Orange; Stephen Hovancsek & Associates
- Repair & Resurfacing of Various City Streets; \$326,275; Richmond Heights; Subcontractor to Specialized Construction
- Municipal Rear Parking Lot ARPA; \$307,994; City of South Euclid; Subcontractor to Leopardo Companies, Inc.
- 2021 Road Resurfacing Program; \$618,060; City of South Euclid; Stephen Hovancsek & Associates
- Kensington & Ridgetop Repairs Phase 2; \$407,764; Twinsburg Township; OHM Advisors
- 2021 Road Program; \$737,144; City of Warrensville Heights; GPD Group

2020

- Creekside Trail Rehabilitation; \$624,687; City of Solon; City of Solon Engineering Department
- LAK -Erie Street Reconstruction- PID 109310; \$484,744; City of Willoughby; CT Consultants & ODOT
- Antenucci Sidewalk Phase I; \$110,700; City of Garfield Heights; OHM Advisors
- Golden Link Boulevard Access Drive; \$303,544; City of Macedonia; Chagrin Valley Engineering
- Repair & Resurfacing of Various City Streets; \$153,670; Richmond Heights; Subcontractor to Specialized Construction
- Community Park Swale Retrofit; \$34,716; City of Richmond Heights; The C.W. Courtney Company
- 2020 Catch Basin Repair Program; \$47,360; Village of Sagamore Hills; Summit County Engineer
- 2020 Road Resurfacing Program; \$609,953; City of South Euclid; Stephen Hovancsek & Associates
- 2020 Macedonia Road Program; \$110,011; City of Macedonia; Subcontractor to Specialized Construction
- 2020 Concrete Program; \$104,670; Village of Walton Hills; Chagrin Valley Engineering

2019

- 2019 Street Maintenance & Repair; \$81,989; City of Chardon; Subcontractor to Burton Scot Contractors LLC
- 2019 Concrete Road Maintenance & Repairs; \$51,215,045; Independence; City of Independence Engineering Dept.
- Kersdale Stormwater Improvements; \$299,508; City of Pepper Pike; Chagrin Valley Engineering
- Lee-Libby Pocket Park Permeable Paver Installation; \$78,676; Maple Heights; Chagrin Valley Engineering
- Thornapple Drive Emergency Pavement & Catch Basin Repair; \$34,704; Mayfield Village; Stephen Hovancsek & Associates
- Harvard Avenue West Gateway Project; \$93,354; Village of Newburgh Heights; OHM Advisors
- 2019 Concrete Repair Program; \$131,876; Orange Village; Stephen Hovancsek & Associates
- ODOT Project #190044- SR 175; \$261,233; Richmond Heights; Subcontractor to Burton Scot Contractors LLC
- 2019 Concrete Street Repair Program; \$244,530; South Euclid; Stephen Hovancsek & Associates
- Repair & Resurfacing of Various City Streets; \$130,194; Richmond Heights; Subcontractor to Specialized Construction
- University Heights TICI PID 105223; \$260,704; University Heights; CTL Engineering, Inc.
- Northfield Rd. & Alexander Rd. Intersection; \$753,704; Walton Hills; Chagrin Valley Engineering
- Green Ridge Drive Storm Sewer & Pavement Improvement; \$507,974; Wickliffe; CT Consultants, Inc.

2018

- Olmsted Township TICI Fitch Road & Cook Road Sidewalk Project; \$319,204; Cuyahoga County Dept. of Public Works
- 2018 Road Program – Highland Heights; \$1,217,591; Stephen Hovancsek & Associates
- East 55th Street Resurfacing – Village of Newburgh Heights; \$156,059; OHM Advisors
- Repair & Resurfacing of City Streets – Richmond Heights; \$185,228; The C.W. Courtney Company
- 2018 Manhole Separation Project – South Euclid; \$336,834; Stephen Hovancsek & Associates
- 2018 Resurfacing Program – South Euclid; \$442,729; Stephen Hovancsek & Associates
- Silsby Road Resurfacing – University Heights; \$325,426; GPD Group
- Reconstruction of Twin Acre Court – Moreland Hills; \$249,665; Chagrin Valley Engineering
- Brainard Road Improvement Project Phase II – Village of Woodmere; \$365,110; Chagrin Valley Engineering
- Brooklyn Heights Park Upgrades – Brooklyn Heights; \$49,960; Chagrin Valley Engineering
- Valley View Village Hall Pavement Improvements – Valley View; \$73,965; Subcontractor to Carron Asphalt Paving Co.

FINANCIAL RESOURCES:

PNC Bank – Mayfield, Ohio
Bridget Phelan

FEDERAL IDENTIFICATION NUMBER: 34-0753810

AN EQUAL OPPORTUNITY EMPLOYER

ABILITY: That he or they have performed the following work: (Give location, kind, size or cost, and reference to name and address of client and engineer).

SEE PREVIOUS PAGE.

FINANCIAL RESOURCES: That information relative to his or their financial resources can and may be obtained from the following: (Give name, business and address):

SEE PREVIOUS PAGE.

Signature of Bidder

LISTING OF SUBCONTRACTORS

The undersigned offers the following information relative to the subcontractors it intends to employ on this contract if such is awarded. The items and specific amounts of work assigned to each listed subcontract shall also be outlined. Duplicate this sheet as needed.

1. Name of Subcontractor: TRAFTECH INC
Address: 7000 HUBBARD AVE.
City CLEVELAND State: OHIO Telephone: 216-361-8808
Description and/or Items of Work: SIGNS AND STRIPING
Amount: \$ 9,911.00 Percent (%) of Contract: 3.3%

2. Name of Subcontractor: DOWN TO EARTH LANDSCAPING
Address: 12750 BROADWAY AVE
City GARFIELD HEIGHTS State: OHIO Telephone: 216-518-1804
Description and/or Items of Work: LANDSCAPE, SEEDING + MULCHING
Amount: \$ 22,727.00 Percent (%) of Contract: 7.6%

3. Name of Subcontractor: _____
Address: _____
City _____ State: _____ Telephone: _____
Description and/or Items of Work: _____
Amount: \$ _____ Percent (%) of Contract: _____

4. Name of Subcontractor: _____
Address: _____
City _____ State: _____ Telephone: _____
Description and/or Items of Work: _____
Amount: \$ _____ Percent (%) of Contract: _____

Signature of Bidder:
Bidder: C.A. AIRESTA CONSTRUCTION CO.
By: [Signature]
Title: PRESIDENT

UNIVERSITY HEIGHTS
D/W/M BUSINESS ENTERPRISE PARTICIPATION REPORT

PROJECT TITLE: WASHINGTON, SILSBY & SAYBROOK INTERSECTION MODIFICATIONS

PROJECT GROSS AMOUNT: \$ 297,774.00

D/W/MBE INFORMATION:

Name: _____

Address: _____

NONE.

City: _____

E-Mail: _____

Phone Number: _____

Trade: _____

Amount of Bid Award: _____

D/W/MBE INFORMATION:

Name: _____

Address: _____

City: _____

E-Mail: _____

Phone Number: _____

Trade: _____

Amount of Bid Award: _____

UNIVERSITY HEIGHTS
D/W/M BUSINESS ENTERPRISE PARTICIPATION REPORT

Phone Number: _____

Trade: _____

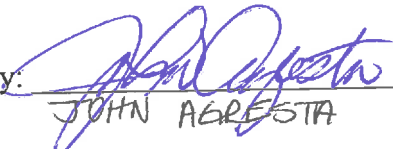
Amount of Bid Award: _____

IN THE EVENT THAT THERE ARE NO D/W/MBE'S WORKING ON THE PROJECT,
PROVIDE NARRATIVE EXPLANATION:

WE DID NOT RECEIVE ANY QUOTES
FROM UNIVERSITY HEIGHTS D/W/M
BUSINESS ENTERPRISES.

IN WITNESS WHEREOF, the undersigned has set their hand this 26TH day of
AUGUST, 2022

CONTRACTOR NAME: C.A. AGRESTA CONSTRUCTION CO.

By: 
JOHN AGRESTA

Its: PRESIDENT