

AGREEMENT

Between: The Board of County Commissioners of Medina County and North Royalton City

For: The replacement of culvert number 37 on Boston Road (CR-13) in North Royalton City and Medina County

This agreement entered into at Medina, Ohio on _____, 20____, by and between the Board of County Commissioners of Medina County, Ohio, Party of the First Part and hereinafter referred to as the COUNTY and North Royalton City, by its Mayor, having been duly authorized to enter into said agreement by Ordinance No. _____ adopted by the North Royalton City Council on _____, 20____, Party of the Second Part and hereinafter referred to as the CITY.

WITNESSETH:

WHEREAS, the COUNTY has recognized the need for and proposes the replacement of culvert no. 37 on Boston Road (CR-13) in North Royalton City and Medina County (hereinafter called the PROJECT), and

WHEREAS, Medina County Commissioners Resolution No. 23-0141 authorized the Medina County Engineer to advertise for bids for the PROJECT, and

WHEREAS, a portion of the PROJECT is within the CITY, and

WHEREAS, it is the mutual desire of the COUNTY and the CITY to have the Medina County Engineer serve as the responsible lead agency for the administration of the entire PROJECT, including all preliminary engineering and the advertising, award, execution, administration and inspection of the construction contract.

NOW THEREFORE, in consideration of the covenants and agreements herein contained to be performed by the parties hereto, it is mutually agreed between the parties hereto as follows:

A. CONSENT

The CITY hereby gives consent to the COUNTY to construct the portion of the PROJECT that is within the CITY.

The CITY shall have the opportunity to review and approve the construction plans, estimates of cost and specifications prior to the Medina County Engineer advertising for bids for the PROJECT.

B. FUNDING

1. The CITY shall contribute zero percent (0%) of the cost to prepare construction plans and specifications and zero percent (0%) of the cost of construction inspection.
2. The construction cost shall be shared between the Medina County Engineer and the CITY based upon a 50%/50% split:

C. ESTIMATED COSTS AND PAYMENT

1. That the following cost summary is provided for budgetary purposes only. Final costs shall be based upon the actual construction costs. All costs will be evenly split between the Medina County Engineer and North Royalton.

Boston Road	Estimated Construction Cost	Medina County Share	North Royalton Share
Culvert No. 13	\$86,822	\$43,411	\$43,411

2. That the CITY agrees to pay the CITY'S share of the PROJECT costs to the Treasurer of Medina County upon receipt of an invoice from the Medina County Engineer when the PROJECT has been completed.

D. RIGHT-OF-WAY

That all existing street and public right-of-way within the CITY that is necessary for the PROJECT shall be made available therefore.

IN WITNESS WHEREOF, the COUNTY and the CITY mutually agree to the terms of this Agreement of Cooperation and have affixed their signatures:

**BOARD OF COUNTY COMMISSIONERS
MEDINA COUNTY, OHIO**

APPROVED AS TO FORM AND LEGALITY:
S. FORREST THOMPSON
MEDINA COUNTY PROSECUTOR

STEPHEN D. HAMBLEY

COLLEEN M. SWEDYK

BRIAN RICHTER
ASSISTANT COUNTY PROSECUTOR

AARON M. HARRISON

DATE: _____

DATE: _____

NORTH ROYALTON CITY

BY: MAYOR LARRY ANTOSKIEWICZ

DATE: _____

ATTEST:

CLERK OF COUNCIL

DATE: _____

ENGINEER'S ESTIMATE

To the Board of The Medina County Commissioners:

The undersigned, having full knowledge of the site and specifications for the following proposal, hereby agrees to furnish all services, labor, material and equipment necessary to complete said proposal as specified by the stipulated completion date(s). The undersigned further agrees to accept this total amount bid (based on estimated quantities) and understands that actual payment may vary according to actual quantities used. The unit prices bid shall be applied to actual quantities of materials used to form the basis of final payment. The total of said payments for all individual proposals will not exceed the total amount awarded for the entire contract.

Date of Bid Opening: March 9, 2023 Ohio Time: 1:30 P.M.

Date of Final Completion: September 1, 2023

For improving: C.H. 13 Boston Road Culvert #37 See Accompanying Construction Drawings

Materials identified by 2019 State of Ohio, Department of Transportation, Construction and Material Specifications, January 1, Edition shall prevail.

Item	Approx. Quantity	Units	Item Description	Unit Cost	Total Cost
201	1	Lump Sum	Clearing & Grubbing, As Per Plan	\$1,000.00	\$1,000.00
Spec.	1	Lump Sum	Dewatering, Sheet piling, Cofferdams (as needed)	\$1,000.00	\$1,000.00
202	1	Lump Sum	Remove/Reset Existing Signs/Mailboxes	\$150.00	\$150.00
202	1	Lump Sum	Structure Removed, As Per Plan	\$3,500.00	\$3,500.00
202	50	Sq. Yds.	Pavement Removal	\$15.00	\$750.00
203	250	Cu. Yds.	Embankment, As Per Plan	\$40.00	\$10,000.00
203	50	Cu. Yds.	Excavation, As Per Plan	\$40.00	\$2,000.00
503	15	Cu. Yds.	Excavation for Structures, As Per Plan	\$40.00	\$600.00
203	10	Tons	Granular Material, Limestone #1/#2, As Per Plan	\$40.00	\$400.00
203	10	Tons	Granular Material, Limestone #57, As Per Plan	\$40.00	\$400.00
611	43	L.F.	42" Reinforced Concrete Pipe, Type A, 706.02, class III, (Gasket Joint), As Per Plan	\$800.00	\$34,400.00
611	20	L.F.	12" SLCPP, As Per Plan	\$80.00	\$1,600.00
611	20	L.F.	4" SLCPP, As Per Plan	\$15.00	\$300.00
511	1	Each	"Pre-Cast" ODOT HW-2.1 Half-Headwall, As Per Plan	\$2,000.00	\$2,000.00
408	25	Gals.	Prime Coat Application @ 0.5 Gals./SY	\$60.00	\$1,500.00
301	10	Cu. Yds.	9" Asphalt Concrete Base, As Per Plan	\$260.00	\$2,600.00
407	5	Gals.	SS-1 Bit. Tack Coat @ 0.1 Gals./SY	\$4.00	\$20.00
441	2.5	Cu. Yds.	Asphalt Concrete Intermediate Course, Type 2, PG 64-22, (449) As Per Plan	\$300.00	\$750.00
441	2.5	Cu. Yds.	Asphalt Concrete Surface Course, Type 1, PG 64-22, (449) As Per Plan	\$400.00	\$1,000.00
606	62.5	LF	Type MGS Guardrail	\$30.00	\$1,875.00
626	3	Each	Barrier Reflectors	\$9.00	\$27.00
606	2	Each	Type MGS Type T Guardrail Anchor Assembly W/ Half Wrap End Treatment	\$1,750.00	\$3,500.00
611	1	Each	72" ODOT Mod. 2-5 Catch Basin w/ Transition Lid, Riser, and Flat Grate, As Per Plan	\$5,700.00	\$5,700.00
411	10	Tons	Shoulder Reconditioning, As Per Plan	\$50.00	\$500.00
659	500	Sq. Yds.	Seeding & Mulching, As Per Plan	\$5.00	\$2,500.00
671	250	Sq. Yds.	Erosion Control Netting, As Per Plan	\$5.00	\$1,250.00
642	50	L.F.	Centerline, 4", Yellow	\$5.00	\$250.00
642	100	L.F.	Edge Line, 4", White	\$2.50	\$250.00
614	1	Lump Sum	Maintenance of Traffic, As Per Plan	\$5,000.00	\$5,000.00
624	1	Lump Sum	Mobilization	\$2,000.00	\$2,000.00
Grand Total				--	\$86,822.00

Submitted By: _____

Date: _____

Andrew J. Conrad P.E., P.S.
Medina County Engineer
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Townships

The Liverpool Twp. Trustees

The Brunswick Twp. Trustees:

The Hinkley Twp. Trustees:

The Litchfield Twp. Trustees:

The York Twp. Trustees:

The Medina Twp. Trustees:

The Medina County Commissioners:

The Granger Twp. Trustees:

The Spencer Twp. Trustees:

The Chatham Twp. Trustees:

The Lafayette Twp. Trustees:

The Montville Twp. Trustees:

The Sharon Twp. Trustees:

The Homer Twp. Trustees:

The Harrisville Twp. Trustees:

The Westfield Twp. Trustees:

The Guilford Twp. Trustees:

The Wadsworth Twp. Trustees:

BID DOCUMENTS
FOR
C.H. 13 BOSTON ROAD CULVERT #37 REPLACEMENT
IN
HINCKLEY TOWNSHIP
MEDINA COUNTY, OHIO
2023

PREPARED BY:
Medina County Highway Department
6100 Wedgewood Road
Medina, Ohio 44256

Submitted By:

Andrew J. Conrad, P.E., P.S.
Medina County Engineer

Date: _____

Medina County Board of Commissioners

Stephen D. Hambley
Colleen M. Swedyk
Aaron M. Harrison

NOTICE OF BID

Bids are requested for C.H. 13 Boston Road Culvert #37 Replacement in Medina County as detailed in the Bid Documents.

Said improvement will involve the removal of the existing 4'x3' concrete box culvert, installation of a 42" RCP culvert and 72" ODOT Mod 2-5 catch basin including premium bedding & backfill, shoulder build out, a concrete pre-cast half headwall, asphalt pavement, type MGS guardrail, and general excavation involving ditch realignment & fine grading in preparation of seeding and incorporating stipulated traffic control in accordance with the specifications and accompanying construction drawings.

The bid notice can be obtained from the Medina County Engineer web page at www.highwayengineer.co.medina.oh.us.

Bids must be submitted electronically through the www.bidexpress.com web service by 1:30 PM on March 9, 2023 at which time all bids will be opened and read aloud for the project known as **"C.H. 13 Boston Road Culvert No. 37 Replacement"**

The Engineer's estimate is **\$86,822.00**. No contract shall be awarded at a price more than ten percent in excess of the Engineer's estimate. All proposals shall be submitted electronically through the web service at www.bidexpress.com.

Work shall be completed no later than **September 1, 2023**.

Each bidder shall be required to file a bid guaranty with the bid in the form of either: (1) a Bid/Performance Bond in the amount of one-hundred percent (100%) of the amount bid; or (2) a certified check, cashier's check or letter of credit in an amount equal to ten percent (10%) of the amount bid, conditioned that the bidder shall, if his bid is accepted, execute a contract in conformity with the bid, plans, details, specifications and bills of material. A letter of credit shall be revocable only at the option of the County.

Contractor compliance with the equal employment opportunity requirements detailed in the Bid Documents shall be required.

All contractors and subcontractors involved with the project will, to the extent practicable, use Ohio products, materials, services, and labor in the implementation of their project. Additionally, contract compliance with the Equal Opportunity requirements of Ohio Administrative Code Chapter 123, the Governor's Executive Order of 1972, and the Governor's Executive Order 84-9 shall be required.

Contractors and Subcontractors must comply with the prevailing wage rates requirements detailed in the Bid Documents.

The bid will be awarded to the lowest and best bidder. The Medina County Commissioners reserve the right to reject any and all bids.

Board of Medina County Commissioners

Stephen D. Hambley
Colleen M. Swedyk
Aaron M. Harrison

MEDINA COUNTY GAZETTE
February 22, 2023

C.H. 13 Boston Road Culvert #37 Replacement

INSTRUCTIONS TO BIDDERS

SECTION 1: PREPARATION AND DELIVERY OF BID

The **Board of Medina County Commissioners** invites bids through the www.bidexpress.com web service. All portions of the bid must be appropriately filled in. Bids will be received online until 1:30 pm on Thursday March 9, 2023, at which time they shall be publicly received, opened and read aloud. The Board of Commissioners may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered.

The Bid Documents contain the documents listed below:

1. Notice of Bid
2. Instructions to Bidders
3. Supplemental Specifications
4. Proposal Notes
5. Contractor's Proposal Instructions
6. Wage Rate Sheets
7. Construction Plans

Each bid must be submitted through www.bidexpress.com. All portions of the bid proposal must be filled in.

No Bidder may withdraw his Bid for a period of sixty (60) days after the date of Bid opening, except as provided in Section 9.31 or Division (G) of Section 153.54 of the Ohio Revised Code. If it is not accepted within such period, such Bid may be withdrawn without prejudice.

SECTION 2: BIDDER PREQUALIFICATIONS

Only ODOT pre-qualified contractors are eligible to submit bids for this project. Pre-qualification status must be in force at the time of bid, at the time of award, and throughout the life of the construction contract. The Medina County Engineer will confirm contractors' ODOT pre-qualification status by checking the ODOT website list of pre-qualified contractors. Any sub-contractors must also meet the pre-qualification provisions. The "prime" contractor must perform no less than 30% of the total contract price.

Each bidder shall satisfy the Board of Medina County Commissioners and the Medina County Engineer by reference to work which he has performed, and by the equipment he utilizes, that he is fully competent to properly execute the work required by these specifications by the stipulated completion date.

Factors for Acceptance or Rejection of Bids:

1. Pursuant to Ohio Revised Code 307.90 (A), a contract shall be awarded to the lowest and best Bid.

2. Any Bid which is incomplete, conditional, obscure, or which contains additions not called for or irregularities of any kind, may be rejected.
3. The County reserves the right to reject any and all Bids, and also the right to waive any informality in the Bid. The County has the right to postpone the decision to award a contract for up to forty-five (45) days.
4. No contract shall be awarded to any person, firm, or corporation that is in arrears or is in default to the County upon any debt or contract, or that is in default as surety or otherwise upon any obligation to the County, or that has an unresolved finding of recovery with the State Auditor, or has been debarred by Medina County from consideration for contract awards.

SECTION 3: BID GUARANTY

Each Bid shall be accompanied by a Bid Guaranty in the form a Bid/Performance Bond , a certified check, a cashier's check, or a letter of credit, in conformity with the requirements of Section 153.54 of the Ohio Revised Code.

If a Bid/Performance Bond is used, the bond shall be in the full amount of the Bid. It shall be properly executed and signed by both the Surety and the Bidder, with the names of the parties signing typed immediately below their signatures; affix corporate seals. Include the Surety's sufficient power of attorney affirming said signature and a certificate showing the legal right of the company to conduct business in the State of Ohio.

If a certified check, a cashier's check, or a letter of credit is used, the instrument shall be drawn on a solvent bank in an amount not less than ten percent (10%) of the Bid. A letter of credit shall be revocable only at the option of the County. If a ten percent (10%) Bid Guaranty is used, the successful Bidder will be required to submit a one-hundred percent (100%) Performance Bond in conformity with the requirements of Ohio Revised Code Section 153.57 within ten (10) days of written notice of acceptance of his Bid.

All Bid Guaranties shall be made payable to the order of the **BOARD OF MEDINA COMMISSIONERS, MEDINA COUNTY, OHIO.**

A Bid Guaranty is given as security that, if the Bid is accepted, the Bidder will enter into a contract in conformance with the Bid Documents. If for any reason, other than as authorized by Ohio Revised Code Section 9.31 or Ohio Revised Code Section 153.54(G), the Bidder fails to enter into the contract the Bidder shall be subject to the penalties prescribed in Ohio Revised Code Sections 153.54(B)(1) or 153.54(C)(1).

As required in Ohio Revised Code Section 153.54(H), Bid Guaranties will be returned to all unsuccessful Bidders immediately after the contract is executed. If the Bid Guaranty of the successful Bidder is a certified check, a cashier's check, or a letter of credit it will be returned to the successful Bidder upon filing of the bond required in Ohio Revised Code Section 153.57.

SECTION 4: MAINTENANCE BOND

The Contractor shall guarantee all materials and work performed for a period of two (2) years from the date of completion. The Contractor warrants and guarantees for a period of two years from the date of completion of the project that all items performed are free from defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the project resulting from such defects. The County will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be necessary by such defects, the County may do so and charge the Contractor the costs thereby

incurred. The Maintenance Bond shall remain in full force and effect through the guarantee period. Said Bond shall be supplied at completion of the project and after passage of the final inspection for a two (2) year period in the amount of ten percent (10%) of the construction cost, specifying the **Board of Medina County Commissioners** as the protected parties.

SECTION 5: SECURITIES APPROVAL

The Board of Commissioners shall determine the sufficiency of all securities. All bonds filed pursuant to this Bid offer shall be issued by a surety company authorized to conduct business in this state as surety, approved by the Board of Commissioners.

SECTION 6: MINIMUM WAGES

Wages are to be paid to all labor employees on this contract in accordance with O.D.O.T. C.M.S. Item 108.10 and the Ohio Department of Commerce, Division of Labor and Worker Safety.

The Engineer is required by law to conform to Ohio Laws with regard to prevailing wage rates. No final payment shall be made until the Prime Contractor and his Sub-contractors have proven conformity. This, at a minimum, shall consist of completed prevailing wage payroll statements and final certified affidavits stating wages have been paid. They shall be supplied by the Prime Contractor and all Subcontractors.

Prevailing Wage Coordinator:	Kelley Steigerwald, P.E. 6100 Wedgewood Rd Medina, Ohio 44256 (330) 764-8780 x2115
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The Contractor agrees to provide the County with full and complete documentation of payment of prevailing wages to all employees of the Contractor and of its subcontractors governed by Prevailing Wage law.

The Contractor further agrees to stay informed of applicable prevailing wage rates and to immediately inform all its subcontractors and the County of such changes. The Contractor agrees to defend and indemnify the County, its elected officials, agents and employees, against all claims, actions, demands, judgments, settlements, damages, liabilities, losses, and costs of any kind, including, but not limited to, reasonable fees of attorneys and experts, arising from or related to the Contractor's failure to inform its subcontractors of changes in prevailing wage rates.

SECTION 7: LIABILITY AND WORKERS' COMPENSATION INSURANCE

The Contractor shall comply with all provisions of the laws and rules of the Ohio Bureau of Workers' Compensation covering all operations under the Contract whether performed by the Contractor or its subcontractor. Contractor will agree to provide workers' compensation coverage on all employees utilized under this Agreement, as required by Ohio law, or to see that such coverage is provided by any subcontractor utilized. Contractor further will agree to hold the County harmless and indemnify and defend the Board of Medina County Commissioners, officers, employees, and agents against any claim for damages raised against them as a result of Contractor's failure to provide or assure such coverage.

The Contractor shall provide general liability insurance while work is in progress and during the time the contract is in effect. The amount of coverage shall be a Minimum of **ONE MILLION DOLLARS** (\$1,000,000) **property damage** and **ONE MILLION DOLLARS** (\$1,000,000) **bodily injury**.

The Contractor shall provide comprehensive automobile liability insurance for all owned, non-owned, and hired vehicles. The amount of coverage for each occurrence shall be a Minimum of **ONE MILLION DOLLARS** (\$1,000,000) **property damage** and **ONE MILLION DOLLARS** (\$1,000,000) **bodily injury**.

Before a contract is awarded, a Certificate of Liability Insurance must be submitted to the **Medina County Commissioners** at the time of contract award. Said Certificate of Liability Insurance shall name **Medina County**, the **Medina County Commissioners** and **Medina County Engineer** as additional insureds and provide a minimum of thirty (30) days written notice to all insureds prior to cancellation.

Before a contract is awarded, a current Certificate of Premium Payment issued by the Ohio Bureau of Workers' Compensation must be submitted to the Medina County Commissioners at the time of contract award.

SECTION 8: CERTIFICATE OF COMPLIANCE

Before a contract is awarded, a Certificate of Compliance issued by the Ohio Department of Administrative Services Equal Opportunity Division and dated prior to the date fixed for the opening of bids must be submitted to the Medina County Commissioners at the time of contract award.

SECTION 9: DIRECT PAYMENT OF CONTRACTOR

The successful contractor will bill Medina County for the items included in this bid.

Invoices shall itemize actual quantities of materials used in the same form as the Contractor's Bid Proposal.

Completed invoices will be addressed to the Medina County Commissioners and sent directly to the Medina County Engineer.

The County will remit payment of approved invoices directly to the Contractor within 45 days of receipt of the invoice.

INVOICE: THE BOARD OF MEDINA COUNTY COMMISSIONERS

MAIL COMPLETED INVOICES AND CORRELATED DOCUMENTATION, I.E.
TICKETS, AFFIDAVITS, PAYROLL RECORDS, ETC. TO:

Medina County Engineer
Attn: Kelley Steigerwald, P.E.
6100 Wedgewood Rd
Medina, Ohio 44256
(330) 764-8780 x2115

SECTION 10: PREBID QUESTIONS

Should a question arise at any time during the examination of Bid Documents or investigation of the site the Bidder may seek clarification by directing all pre-bid questions to the project site on the www.bidexpress.com web service.

The following individual will be responsible for answering any questions directed to the web service:

Jake Beadnell
Medina County Engineer's Office
Phone: 330-723-9501
Email: jbeadnell@medinaco.org

The Medina County Engineer is not obligated to respond to, or otherwise act upon, a prebid question received after 10:00 am four working days prior to the public opening of Bids, but reserves the right to act upon any information received.

Responses to prebid questions are not revisions to the Bid Documents and are not binding.

SECTION 11: CORRECTIONS OR CHANGES TO THE BID DOCUMENTS

Any binding interpretation, correction or change of the Bid Documents will be made by Addendum issued by the Medina County Engineer through the www.bidexpress.com web service.

SECTION 12: NOTICE OF SPECIAL CONDITIONS

Attention of the bidder is particularly called to those parts of the General Contract Conditions and other contract documents and specifications which deal with the following:

- a. Insurance requirements
- b. Requirement for a performance bond for 100% of contract price
- c. Requirement that all subcontractors be approved by the owner
- d. Time-for-completion and liquidated damages requirements
- e. Affirmative Action and Equal Opportunity provisions

SECTION 13: ADDITIONAL OBLIGATIONS UPON CONTRACT AWARD

Upon award of the contract but prior to execution of the final agreement and notice to proceed, the contractor shall submit all of the following documents, completed as required:

- a. Acceptance of Notice of Award
- b. Contract
- c. Insurance certificate(s) and/or policy(ies) including the additional agencies insured, if applicable, as required in the General Conditions
- d. Performance Bond
- e. Statement on Delinquent Taxes

SECTION 14: SIGNATURE OF BIDDERS

The firm, corporate or individual name of the bidder must be completed in the electronic signature portion of the bid. Electronic signature shall consist of the verified user completing and properly submitting the bid through the user's authorized web service account. In the case of a corporation, the title of the officer signing must be stated and such officer must be thereunto duly authorized. In the case of the partnership, the signature of at least one of the partners must follow the firm name, using the term "member of the firm". In the case of an individual, use the terms "doing business as", or "sole owner".

SECTION 15: AGREEMENT TO TERMS OF ATTACHED CONTRACT

By signing this bid, Contractor acknowledges reading all attached and all referenced documents and agrees he/she abide by the terms therein, without modification, unless Owner agrees to such modifications in writing. Modifications of any documents attached or referenced herein shall not be made a condition of signing the final contract by the Contractor and failure to sign the contract as worded herein within the time allotted shall subject the Contractor to forfeiture of his/her bid security.

PROPOSAL

To the **BOARD OF MEDINA COUNTY COMMISSIONERS**

I/we, the Bidder identified in the electronic bidding system bid associated with this proposal, having full knowledge of the site, plans and specifications for the following improvement 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, specifications and completion dates, and to accept the unit prices specified below for each item as full compensation for the work in this proposal.

C.H.13 BOSTON ROAD CULVERT #37 REPLACEMENT

Hinckley Township
Medina County, Ohio

Date Set for Completion: SEPTEMBER 1, 2023

BIDDER MUST SUBMIT AN ELECTRONIC BIDDING SYSTEM BID FOR THIS PROJECT THROUGH THE WWW.BIDEXPRESS.COM WEB SERVICE. DO NOT WRITE ON THESE PAGES.

ENGINEER'S ESTIMATE

C.H. 13 BOSTON ROAD CULVERT #37 REPLACEMENT

BASE BID

\$ 86,822.00

SUBMITTED BY: _____

Andrew J. Conrad, P.E., P.S.
Medina County Engineer

DATE: _____

Medina County Engineer's Office
791 West Smith Road
Medina, Ohio 44256

2023
MEDINA COUNTY CULVERT REPLACEMENT PROJECT
FOR
C.H.13 BOSTON ROAD CULVERT #37 REPLACEMENT

SUPPLEMENTAL SPECIFICATIONS

I. PROJECT SCOPE

Said improvement will involve the removal of the existing 4'x3' concrete box culvert, installation of a 42" RCP culvert and 72" ODOT Mod 2-5 catch basin including premium bedding & backfill, shoulder build out, a concrete pre-cast half headwall, asphalt pavement, type MGS guardrail, and general excavation involving ditch realignment & fine grading in preparation of seeding and incorporating stipulated traffic control in accordance with the specifications and accompanying construction drawings.

The County reserves the right to eliminate, increase or decrease the estimated quantities of any line item or to non-perform any lump sum item.

The Contractor shall be capable of adjusting to these demands and perform any additional work as directed by the Board of Commissioners or their representative.

II. PROJECT STARTUP/COMPLETION

Before construction starts on any portion of this project, the County shall notify all emergency agencies, post offices, the local school district, and residents affected by the improvement and advise each of the estimated time that the project is expected to take.

Work shall be completed to the satisfaction of the County and the road(s) shall be opened by **SEPTEMBER 1, 2023**. Should the work not be complete by **SEPTEMBER 1, 2023**, the contractor may be subjected to pay liquidated damages at the rate specified in ODOT 108.07, in addition to the costs incurred by the County for inspection supervision and other related engineering expenses.

Any request for extension of the completion date must be made by the contractor, in writing, fifteen (15) days prior to the original completion date. The Contractor shall state reasons for and the number of days requested for the extension.

The Contractor shall supply sufficient proof of the need for extension such as diary of days lost due to extraordinary weather, extra work authorized by the County, and/or circumstances beyond control. The County will only consider an extension of completion after receiving a written request. Extension of the completion date shall only be given upon the approval of the Board of County Commissioners.

Delays caused by Contractor scheduling conflicts and Contractor ordering of materials will not be considered as grounds for extension approval.

III. SPECIFICATIONS & TERMS

The 2019 Construction & Material Specifications of the State of Ohio, Department of Transportation (CMS) (latest edition as of the date of advertisement), excluding sections 102 and 103 titled "Bidding Requirements and Conditions" and "Award and Execution of Contract" shall serve as standard specifications for contract work awarded hereunder. Said Construction & Material Specifications are referenced herein as the "Standard Specifications". Requirements, terms, conditions and covenants of the Contract, Instructions to Bidders, Supplemental Specifications, and Bid Documents shall control over conflicting terms found in the Standard Specifications.

Wherever in the contract documents reference is made to the CMS, the provisions of the referenced Item shall have the full force and effect as if rewritten herein.

However, the method of measurements, basis of payment, and pay items shall be directed in the material specifications or bid proposal forms. The Contractor shall be responsible for providing his own copy of the CMS.

Wherever the following terms appear in the Standard Specifications, said terms shall have the following meaning:

A. The terms "State", "State of Ohio", "Department", and "Department of Transportation" refer to the County, acting through its Board of Commissioners.

B. The terms "Director" and "DDD" refers to the Board of County Commissioners or it's duly authorized representative.

C. The terms "DCE" and "Engineer" refers to the Medina County Engineer fulfilling his statutorial obligation to the Board of Medina County Commissioners.

D. The term "Laboratory" refers to such testing laboratory or consultant as shall be designated by the Board of Medina County Commissioners. or it's duly authorized representative.

A numerical designation for an "Item" referenced herein refers to the description of said Item Number as provided by the Standard Specifications.

Bidders are specifically referred to the definitions provided by section 101.03 of the Standard Specifications. Any undefined trade and technical words and terms shall be deemed to have the meaning established by trade usage in the highway/bridge construction and civil engineering consultation business.

All work and materials furnished shall conform to the CMS, unless otherwise indicated in the Supplemental Specifications or as directed by the Board of Medina County Commissioners.. Materials and/or products used for this project shall have their specifications submitted to the project coordinator at the pre-construction meeting for review.

IV. OTHER CONTRACTOR DUTIES

In addition to the duties cited by the Standard Specifications and elsewhere in these Bid Documents, the Contractor has the following duties:

A. The Contractor shall diligently protect and preserve all stakes, paint marks, bench marks and survey monuments set or used by the County, and shall be responsible for securing therefrom proper

lines, stationing and check of application rates for the resurfacing work to be performed. All necessary control lines and grades will be given to the Contractor by the County. The County will provide construction staking as needed by the Contractor. There will be no cost to the Contractor, if proper advance notice (5 working days) is given. Request for construction staking can be made through the Project Coordinator. If it is necessary to reset any stakes which have been disturbed, the Contractor must pay the Township all such costs of re-staking at the rate of One-Hundred Dollars (\$100.00) per hour.

B. At least two working days prior to commencing construction operations in an area which may involve underground utility facilities, the Contractor shall notify the Project Coordinator, the Ohio Utility Protection Service (1-800-362-2764) and the owners of each underground utility facility, to allow surface marking of facility locations.

V. INSPECTION

The Board of Medina County Commissioners, and duly authorized assistants and agents, shall have, at all times, immediate access and right to enter upon the Work site and other Work premises occupied by the Contractor. The Contractor shall provide safe and proper facilities for permitting such entrance and for inspecting and testing purposes. Subcontractors shall have similar obligations imposed by subordinate contracts. Suppliers shall allow access for inspection and/or testing for materials being utilized as part of the contract. The Contractor shall furnish the Township with all reasonable facilities for ascertaining that the materials and Work are in accordance with the requirement and intention of the Specifications and contract, even to the extent of uncovering or removing portions of finished Work.

The Contractor shall give definite information, at any time, as to the place from which, or persons from whom, any material is being or will be procured. All materials to be used may be subjected to such tests as the Board of Township Trustees may require to assure that such materials conform, in all respects, to the requirements of the Specifications, or that they are equal in quality to samples submitted by the Contractor. All materials which do not conform to such requirements shall be rejected, and the Contractor shall remove such rejected materials from the vicinity of the Work within twenty-four (24) hours thereafter. All material used on the project must be available for inspection by the Board of Township Trustees at least forty-eight (48) hours before installation.

The inspection and supervision of the Work and materials by the Board of Medina County Commissioners, assistants, and inspectors is intended to aid the Contractor in accomplishing the fulfillment of duties and obligations under the contract, but such inspection and supervision shall not relieve the Contractor from contract obligations, absent written waiver by the Board of Medina County Commissioners.

Defective Work shall be made good and unsuitable materials may be rejected, notwithstanding that such Work and materials have been previously overlooked by the Board of Medina County Commissioners and accepted for estimated for payment. If the Work, or any part thereof, is found, at any time before the acceptance of the whole Work and for the period of the Maintenance Bond thereafter, to be defective, or to contain defective materials, the Contractor shall make good such defects under the direction of the Board of Medina County Commissioners.

The Contractor shall schedule inspection a minimum of twenty-four (24) hours in advance of the performance of the respective Work. At the pre-construction meeting, the Board of Medina County Commissioners shall provide to the Contractor with phone numbers and names of a contact person and of the Board of Medina County Commissioners's inspectors. The Contractor shall inform the Board of Medina County Commissioners of his Work schedule and the hours that Work will be

performed. The Board of Medina County Commissioners shall approve the Contractor's schedule and hours of operation before the Contractor may begin Work.

When work is scheduled and the Contractor desires to change the approved schedule, the Contractor shall contact the Board of Medina County Commissioners inspector at or before 7:30 a.m. of the scheduled Work date to cancel or adjust the hours of inspection. If the Contractor fails to contact the Board of Medina County Commissioners inspector as stated above or if the notice is within two (2) hours of the scheduled inspection and is insufficient to cancel attendance by the Board of Medina County Commissioners's inspector, the Contractor may be charged for two (2) hours of inspection time at the rate of fifty (50) dollars per hour.

VI. CHANGES IN QUANTITY OF WORK

The material quantities as given in the Estimated Quantities are approximations only. The Medina County Commissioners shall have the power to alter by increasing, decreasing or deleting the quantities of Work to be done, either before or after the commencement of construction.

If such change involves the reduction or omission of any material or Work called for in the original Bid Documents or Specifications, there shall be no right with the Contractor for any claims for losses or damages, or for loss of profit, growing out of such omission. If any such change involves additional material or labor, upon which the price is fixed in the Contract, that price shall govern. Any such change shall in no way relieve the Contractor of or affect any of the obligations hereunder.

VII. NIGHT, SUNDAY & HOLIDAY WORK

No Work requiring the presence of the Board of Medina County Commissioners's inspectors will be permitted from 9:00 p.m. through 7:00 a.m. or on Saturday, Sunday or Holidays, except in a case of an emergency, and then only to such an extent as is absolutely necessary and by written permission of the Board of Medina County Commissioners.

VIII. SUBCONTRACTING

All subcontractors must be approved by the Board of Medina County Commissioners. The Contractor shall submit a written list of subcontractors and suppliers that he intends to use to the Board of Medina County Commissioners prior to the signing of the final contract agreement. The list shall include contact name, address, cell number and office contact information.

IX. CHANGE ORDER

No deviations from the original Bid Documents and specifications set forth herein shall be authorized unless done so in writing, signed by the Board of Medina County Commissioners specifying the exact cost of such change.

X. PAYMENT

The Contractor shall submit prevailing wage & payroll records with all bills for County review. The County portion of the billing **WILL NOT** be paid without said records approved prior to each bill submitted.

XI. PRE-CONSTRUCTION MEETING

Shortly after the contract is awarded, a pre-construction conference may be arranged to discuss the scheduling and performance of the work. The prime Contractor and each of his Subcontractors shall attend the conference. The prime Contractor shall provide at pre-construction meeting a list of the products to be used, subcontract contact information, and construction progress schedule.

XII. GENERAL

The intent of these specifications is to set forth the methods, materials and details to perform resurfacing and prerequisite improvement work including stipulated traffic control.

Specified paving materials, (ODOT Item 301 & ODOT Item 441) will be mixed in a central plant, hauled to the site and spread by a self-propelled paving machine to the stipulated width and thickness on a clean pavement surface indicated in each proposal.

Bidders are cautioned that Section 401.20 Asphalt Binder Price Adjustment, included in the State's Specifications shall not apply to this project and to bid accordingly.

SUPPLEMENTAL TO THE OHIO DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

XIII. BASIS OF PAYMENT: MATERIAL QUANTITIES

- A. The accumulated quantities of each material used to complete these individual operations shall be totaled and tabulated by proposal. Payment will be the Unit Cost Bid times the quantity of material ticketed and approved to complete each proposal.
- B. Said unit Price and payment shall be full compensation for furnishing and placing all materials unless otherwise noted.
- C. Payment to the Contractor will not exceed the total amount awarded for the work to be performed.
- D. Quantities included on final invoices will be subjected to approval by the County's Inspector. Comparison of Contractor and Inspector's construction records is strongly suggested prior to invoice preparation and submittal.

XIV. BID QUANTITIES

The quantities indicated on the attached bid forms are estimated and based on average rates from past experience during similar work. These rates are indicated on the attached Contractor's Bid Blanks. At no time shall final application rates exceed those specified on the Contractor's Bid Blanks. Allowances for additional labor and/or materials caused by unforeseen circumstances may be made through a formal addendum by the Board of Medina County Commissioners under the authority granted them in Section 5555.69 of the State of Ohio Revised Code prior to the work being done.

XV. MATERIALS

- A. Item 201 Clearing and Grubbing, As Per Plan
 - 1. This item shall include the removal of all trees, stumps, and brush areas that are indicated on the site plan for removal, and/or those that conflict with the construction.

2. Any vegetation not to be removed shall be protected from damage during construction.
3. Any areas to receive embankment are to have all vegetation and topsoil removed prior to placing embankment.
4. Topsoil may be stockpiled for later use as per ODOT CMS Item 651, and redistributed as per ODOT CMS Item 652. Stock piling will be considered incidental to this item.

B. Item 202 Structure Removed, As Per Plan

1. The existing structures are to be removed and disposed of by the contractor. Disposal of material on site will not be allowed unless prior approval is given by the Engineer.
2. This item will include removal removal and stockpiling of any suitable material present for reuse in item 203 embankment.
3. There may be existing stone/concrete abutments from prior structures buried on site. If encountered, the Engineer will determine if the abutment(s) need to be removed prior to installation of the new structure. Abutment removal will be paid under Item 202, structure removal.

C. Item 202 Remove/Reset Existing Signs/Mailboxes

1. If mailboxes, road or street name signs and supports interfere with the work, then remove and erect them in a temporary location during construction in a manner satisfactory to and as directed by the Engineer.
2. After completion of the work and before final acceptance of the project, erect mailboxes, road or street name signs and supports in their permanent locations according to the plans unless otherwise directed by the Engineer.
3. Payment for this item will be based on the number of permanent installations. Temporary installations shall be in accordance with ODOT CMS Item 107.10. However, the same material and size limitations as per permanent installation shall apply.
4. Payment for all work will be paid on a lump sum basis.

D. Item 203 Embankment, As Per Plan

1. Borrow material used on this project shall conform to ODOT CMS Item 203.02. The contractor shall make his own arrangements for obtaining suitable borrow material and be responsible for costs involved. Payment for this item will be paid by the cubic yard and follow ODOT CMS Item 203.10. The Contractor shall dewater (as necessary) and maintain good surface drainage of the construction area. The contractor shall maintain positive drainage at all times and shall backfill and grade excavated areas as to eliminate ponding on the site.
2. Suitable soil outlined in ODOT CMS Item 203.03 used to construct subgrade under footers shall be installed in 6" lifts, and shall be properly compacted as outlined in ODOT CMS Item 203.06 prior to installing any granular material.

E. Item 203 Excavation, As Per Plan

1. The Contractor shall dewater (as necessary) and maintain good surface drainage of the construction area. The contractor shall maintain positive drainage at all times and shall backfill and grade excavated areas as to eliminate ponding on the site.

2. No excavated material (excluding scalping waste) will be disposed of without permission of the inspector, and all suitable material generated from excavation on site shall be used for planned embankment to the full and complete extent of project requirements. When this condition is satisfied., all remaining material is to be considered waste and shall be disposed of the by the contractor.

F. Item 503 Excavation for Structures, As Per Plan and Item 203 Granular Material, As Per Plan

1. If poor soil conditions are encountered during grade excavation for the new structure, the County may require additional excavation to place no. 1 and 2 limestone and no. 57 limestone aggregate to help provide stabilization beneath the proposed structure. Payment for poor subgrade excavation shall be per cubic yard. Placement of subsequent limestone aggregate shall be paid per ton.

G. Item 511 "Pre-Cast" ODOT HW-2.1 Half-Headwall, As Per Plan

1. This item must be built according to ODOT standard Construction Drawing HW-2.2. The drawings can be found on the ODOT Office of Structural Engineering website.
2. Domestic steel use requirements as specified in Ohio Revised Code Section 153.011 shall apply.

H. Item 611 72" ODOT Mod. 2-5 Catch Basin w/ Transition Lid, Riser, and Flat Grate

1. This item includes the installation of an ODOT 2-5 Catch Basin, a transition lid to take it from a 2-5 to 2-2B, a 4" 2-2B riser, and an East Jordan M3 grate or equivalent and all incidentals.
2. The purpose of the transition lid and riser is to bury the catch basin and create a maintainable yard for the homeowner.
3. All catch basin windows and inverts shall be fabricated at the plant they are ordered from.
4. Field cuts will only be permitted with prior County approval.
5. Premium bedding and backfill per construction plans and details will be considered incidental to this item.

I. Item 611 42" Reinforced Concrete Pipe Type A, 706.02, Class III, (Gasket Joint), As Per Plan

1. ODOT CMS Item 611.04 B, C, & D will not be required for this project. The contractor will install the culvert shown on the construction plans and set forth in these specifications, no video inspection will be required for this project.
2. The contractor should take great care when assembling and installing the proposed pipe sections. The contractor shall make sure trench is sufficient width to allow thorough backfill compaction, deposit backfill material evenly on all sides of the pipe sections in layers not greater than 8 inches until at least $\frac{3}{4}$ of the depth is backfilled. Premium backfill shall extend five (5) feet past the edge of the pavement on each side of the structure. Place remaining backfill to the subbase depth (per detail) equally on each side of the structure in layers not greater than 12 inches.
3. The County may require additional excavation due to poor subbase. If needed see Item 503/203 Excavation for Structures and Granular Materials.
4. The basis of payment for all structures will be the actual lineal feet installed in-place including all earth or premium backfill materials to proposed line and grade, trench excavation, coupling bands, pipe connections, aggregate bedding and joint seals. ODOT CMS Item 611.16 as a method of measurement will be prohibited.
5. The following items will be considered incidental to the construction of item 611:

- a. The inlet/outlet channels of the structures are to be cleared of weeds and brush on the same grade as the conduit and excavated to a width for the channel bottom as specified on the plans with a minimum 2:1 side slopes per plan
- b. Bedding for all pipe shall be class B granular material and shall be no. 8/57 limestone at the discretion of the contractor. Thickness of the bedding layer shall be no less than 6" in depth.
- c. Premium aggregate backfill may be any of the following:
 1. Loose graded no. 8/67 or 57 limestone aggregate, free dropped in the trench, hand worked around the bridge and filled to grade.
 2. Crushed limestone aggregate no. 9 (screenings), 304 or 411 compacted by mechanical means in 6" lifts to grade.
 3. LSM low strength mortar material, ready mixed and poured into trench to grade using a sand-cement mixture of current volumes not exceeding one and one-half (1-1/2) sacks of cement per cubic yard of material made and conforming to item 613.

J. Item 407 Tack Coat and Item 408 Prime Coat

1. Bituminous material used in item 407 and item 408 (SS-1 tack/prime coat) will be refined from asphaltic base crude. specified liquid will be used as stipulated on the proposed bid blank and shall conform to 702.04
2. The gross, tare and net weight of each distributor or transport load of material shall be ticketed to the nearest 100 lbs. along with the material's temperature and converted number of gallons contained on said load at the time of ticketing.
3. A duplicate ticket copy shall be presented to the inspector upon arrival of each truck.
4. The County may sample and test asphalt liquids from either bulk storage allocated for use in this contract or from any individual distributor load delivered to the site should they feel so compelled while construction application is underway.
5. Surplus portions of material remaining in the truck at the end of the completed day's work or proposal shall be re-weighed, ticketed and a duplicate copy of said ticket presented to the inspector no later than the start of the next working day.
6. The accumulated quantities of each material used to complete these individual operations shall be totaled and tabulated by proposal. payment will be the unit price base times the quantity of material ticketed and approved to complete each proposal.
7. Said unit price and payment shall be full compensation for furnishing and placing all materials unless otherwise noted.

K. Item 301 Asphalt Concrete Base and Items 441 Asphalt Concrete Surface Course and Asphalt Concrete Intermediate Course

1. Bituminous hot-mix material specified shall meet the general requirements of item 441 designed for medium traffic volumes.
2. All aggregates used in item 441/301 will be crushed limestone and will conform to 703.05. the use of RAP/RAS in the asphalt concrete surface course will be prohibited. Asphalt Concrete Base and Asphalt Concrete Intermediate Course will adhere to Method 1 Standard limits as detailed in ODOT CMS Table 401.04-1
3. Bituminous material using these plant mixes will be PG 64-22.
4. The general requirements of section 401 of the "Ohio DOT Construction and Material Specifications January 1st, 2019 edition" shall apply to item 441 designed for medium traffic volumes.
5. Mix composition must be approved by the Engineer prior to placement of any material. The JMFs are to be submitted to the County one (1) week prior to the production of any asphalt material.
6. Testing and Sampling of Plant Mixes

- a. The engineer may collect sample materials used in the ODOT 301, 441, 47, & 408 applications. It will be the contractor's responsibility to collect these samples.
- b. Samples will be taken in the presence of the Inspector at the job site of each course unless otherwise instructed.
- c. The specific method of sampling will be left to the individual discretion of the contractor except for the following requirements:
 - 1. The completed samples become the property of the County.
 - 2. These samples may be tested by the County in an independent testing laboratory.
 - 3. Determination of mix compliance with the approved JMF will be derived from the results of these tests.
 - 4. Failure of a product to meet the requirements of its applicable specification may result in non-acceptance of the work and subject the contractor to possible penalty deemed appropriate by the County and as described in the 2019 ODOT Construction and Material Specification Handbook.
 - 5. The Contractor may have sister samples retained by the Engineer tested at his expense by an independent test lab acceptable to both the County and the contractor if he wishes to dispute the original test results. This test will be binding.
 - 6. Any job mix formulation(s) adjustment(s) made by the contractor will be subject to approval by the County.
- d. Preparing Existing Surface
 - 1. Power brooming should be sufficient preparation for all portions of the bituminous surfaces being resurfaced.
 - 2. The cleaned surface will be tacked pursuant to Item 407.
 - 3. The contractor will be required to string the edge of any course where his operator is unable to produce a continual straight pavement edge satisfactory to the County.
- e. Application and Finishing
 - 1. For Item 301
 - i. The contractor is required to place the material in the specified area in (2) 4.5" lifts for a total of 9". This item will be paid by the cubic yard installed using a volume conversion factor derived from the yield of the specific type of asphalt produced stipulated by its approved JMF.
 - ii. The contractor may waive item 401.15 "spreading and finishing" with prior approval from the Engineer. The contractor must meet the line and grade regardless of the method for placing Item 301. A minimum of 24 hours cooling period will be required prior to the placement of the intermediate course.
 - 2. For Item 441
 - i. Pavement Mixture shall be spread and finished in accordance with 401.15. Item 441 will remain based on the actual number of cubic yards applied using a volume conversion factor derived from the yield of the specific type of asphalt produced stipulated by its approved JMF.
 - ii. The spreading operation shall be achieved through the use of a full-size, self-propelled electronically controlled screed paver per 401.12 having a basic heated screed width of 10 feet, adjustable hydraulic side extensions and proper overall size and weight to maintain uniform profile grade and continual material placement.
 - iii. All feathered edges shall be sealed with an "ac" band at least 4 inches wide squeegeed 2 inches on either side of the edge (I.E. transverse joints, feathered edges, and in contact in any concrete surfaces).
- f. Rolling
 - 1. Rollers shall conform with 449.02. Rollers may be steel wheel or a combination of pneumatic tire and steel tandem at the discretion of the contractor.
 - 2. Compaction of the mixture shall be in accordance with 449.02. Rolling may be delayed to avoid excessive lateral displacement in deeper thicknesses of the

overlay if directed by the County. Final rolling shall be continued until roller marks are eliminated.

L. Item 411 Shoulder Reconditioning

1. This work consists of the contractor reconditioning the shoulder using no. 411 limestone aggregate in accordance with the construction plans and ODOT CMS Item 617. Width and depth of the aggregate supplied shall be in accordance with the requirements of the construction plans.
2. Payment for this item shall be per ton of material (using 3800 LB/Cu. Yd. = 1 ton) delivered and placed to the satisfaction of the site inspector.

M. Item 659 Seeding and Mulching, As Per Plan

1. All disturbed areas shall be hydraulically seeded and straw mulched covered in accordance with ODOT CMS Item 659 using a roadside mixture, class 2 seed mixture. Poor planting soils encountered resulting from desired excavation and embankment construction should be subsidized with topsoil prior to the seeding application. Payment to replace topsoil and properly prepare seed bed shall be included in the unit price for item 659.
2. Two (2) weeks after seeding application is completed an inspection of the project will be conducted by the County. All areas not germinated by that time will be inventoried for restoration of the seedbed and re-seeding at the contractor's expense. Special reasons for re-seeding beyond the control of the contractor will be taken into consideration by the County.

N. Item 671 Erosion Control netting, As Per Plan

1. All disturbed areas along the roadway shall have straw matrix 100% bio-degradable netting. This work consists of furnishing, placing and maintaining seeding and mulching when the seeding and mulching are to be held in place with erosion control mats.
2. The netting shall be held in place with staples consisting of 12-inch no.11 gauge steel wire bent into narrow u-shape with the ends of the staples approximately 1 inch apart producing a 6-inch staple or furnish pins conforming 18-inch long, 1/4-inch in diameter with attached 1 1/2-inch washer. Drive staples until the staple is flush with the ground surface. Drive pins until the attached washer is flush with the ground surface.
3. For construction of netting follow ODOT CMS Item 671.03 type a. Also follow item 671.04 for maintenance. Measurement will be by the number of square yards completed and accepted. The inspector will determine the area based on the surface area covered by the erosion control netting. Payment will be based on this accepted surface area.

O. Item 614 Maintenance of Traffic, As Per Plan

1. The proposed road will be closed to all through traffic while construction is underway. However, adjoining residents must be provided with safe and continual access to their properties at all times.
2. Closure of the road will only be permitted for 14 days total for the culvert installation. It is the responsibility of the contractor to notify the County at least two (2) weeks in advance of his intention to start work.
3. For any work occurring outside the posted closure date, the Contractor will be required to supply proper traffic control and flaggers.
4. The Engineer will establish and post all detour signage for the Contractor.

5. The Contractor will erect and maintain supplemental traffic control devices, Type III barricades, and flagger(s) on specified stationary and mobile supports of sufficient strength, stability and reflectorized with Type G sheeting in compliance with the "Ohio Manual of Uniform Traffic Control Devices" and the Ohio Department of Transportation, "Temporary Traffic Control Manual", 2012 edition.
6. It is the responsibility of the contractor to have the necessary traffic control devices and flaggers on the work site prior to any work being done. Failure to do so is sufficient cause for the County to suspend work.
7. Flaggers will wear proper attire, utilize a "Stop/Slow" paddle and maintain a "Flagger Ahead" sign (W20-7) or (W20-7a) on a mobile support no less than 150 feet in advance of his/her stationary position.
8. Construction warning signs shall conform to the Ohio Manual of Uniform Traffic Control Devices "OMUTCD" and the ODOT Manual of Traffic Control for Construction and Maintenance Operations current version. Traffic control devices shall be provided on suitable supports of sufficient strength and stability and be reflectorized using type G sheeting complying with the requirements of 730.19.
9. Any hazard created through the actions of the Contractor may require additional efforts to protect the general public. Contractor will bear any additional expenses to provide this protection as directed by the County Inspector.
10. If there becomes an immediate safety concern that mandates action by the County to supply additional signs, barricades, etc., required by the contractor, the County will invoice the contractor for all such costs incurred plus 50% penalty for its inconvenience.
11. It is the responsibility of the Prime Contractor to have the necessary traffic control devices and flagger(s) on these work sites prior to the start of any work. Failure to do so is sufficient cause for the County to suspend work.
12. Maintenance of Traffic includes all operations necessary to provide a safe working environment following the OMUTCD guidance to perform all excavation, pipe installation, catch basin installation, guardrail installation, and all other duties that may be considered incidental to These items for all roadways.

XVI. TICKETING

Payment will depend on an accurate and disciplined collection of weight tickets accumulated during the construction of individual Items to complete each proposal.

Consequently, the County will require tickets for all materials delivered to the project site.

Surplus portions of any material remaining in a truck at the end of the completed day's work or proposal shall be re-weighed, ticketed and a duplicate copy of said ticket presented to the County's Inspector no later than the start of the next working day.

XVII. WEATHER CONDITIONS

Application of bituminous materials or painted pavement markings will **NOT** be allowed under any of the following conditions:

1. When pavement surface is wet.
2. When air or ground temperature is below 60°F.
3. When weather conditions either threaten or prevent proper handling, mixing, application, or compaction of work to be performed.

XVIII. MISCELLANEOUS CONSTRUCTION INCIDENTALS

The County Engineer's Office will provide construction staking as needed by the Contractor. There will be no cost to the Contractor if proper advance notice (one week minimum) is given.

Contact: Jake Beadnell, Project Coordinator
Office: (330)-723-9501
Cell: (330)-350-1074

The inspector assigned to the project will be present at most times. Should workmanship prove to be unsatisfactorily managed, incomplete, or failing to meet the grades, lines, or specifications stipulated herewith, the inspector **WILL** suspend said operation and inform the County Engineer of the situation immediately. The primary Contractor will be held responsible for damages caused by him or his subcontractors to any private drives, personal property, or underground utilities resulting from associated construction work.

The primary Contractor will repair/replace any deficient work due to his negligence at the discretion of the Engineer. Any cost incurred will be the Contractor's responsibility. Any alteration or revision in the planned improvement proposed in this contract shall be made only by **WRITTEN** request for a change order directed to the Engineer and approved by the Board of Medina County Commissioners **ONLY** prior to the actual construction of said alteration. Any work completed prior to written approval will not be paid for at the discretion of the County Engineer. If the Contractor is unsure of any aspects of the project, the Engineer would recommend he contact them prior to construction. Poor scheduling and planning on the Contractor's part will not be considered a reason for extending the completion date.

Quantities shown in the bid package are estimates only. The Engineer or his agents have authority to adjust final quantities needed to complete any individual construction item. The Contractor shall adhere to the instruction of the Engineer or his representative. At no time shall these adjusted application rates exceed those quantities specified in the individual bid items.

No excavated material will be disposed of without permission of the Engineer and all suitable material generated from excavation on site shall be used for planned embankment to the full and complete extent of project requirements.

Utility locations on the attached plans are correct to the best of our knowledge, but may not represent a complete and accurate record. Therefore, it will be the responsibility of the Contractor to notify the Ohio Utility Protection Service (OUPS) and all other public or privately owned utilities at least (2) days prior to any ground breaking and have their respective underground utilities staked.

The Contractor shall verify locations, sizes, and depths of all existing utilities to be crossed before construction begins. The Contractor shall use due diligence in protecting utilities from damage and shall support them as required at his own expense. There will be **NO** compensation for repairing damages, direct and consequential, when the utility could have been located with reasonable care.

Evaluation to relocate existing utilities (public or private) will be the obligation of the Engineer as part of the development of the construction drawings. If utility relocations are delayed until improvement work begins, the Contractor will be responsible for correlating his activities with the utility owner (public or private). Cost to repair damages resulting from work incurred by the Prime Contractor or his Subcontractor(s) on any utility (public or private) will be the responsibility of the Prime Contractor.

In addition to the stated bid requirement of insurance coverage, the Primary Contractor is hereby notified that he will be held responsible for damages caused by him or his

Subcontractor(s) to any private drives, drainage structures, personal property, or overhead and underground utilities (public or private) resulting from associated construction work to complete the individual items of this contract. He will also be required to repair what the Engineer determines as flawed work at his expense.

It is the Contractor, his Subs, and material suppliers responsibility to obtain any permits needed for this project. The Medina County Highway Engineer may require a Highway Use and Special Hauling Permit(s), fees waived. The Contractor can contact Vickey Zalewski at the Highway Permit Department (330) 764-8769 for assistance.

Any alteration or revision proposed by the Contractor after the contract has been awarded shall be made only by a written change order directed to the Engineer for approval by the Board of Medina County Commissioners prior to the actual construction of said alteration.

All change order requests shall be broken out to show labor, equipment, material, overhead and profit. The change order shall also include a brief description of the work to be done and what benefit or cost savings will be realized by the County should the proposal be approved.

XIX. NOTICE TO START WORK

The Engineer will require a minimum of (2) week prior notice of the Contractor's intent to begin work allowing time to schedule inspection, locate utilities, set construction stakes, and secure proper legislation to formally close the road, etc.,

Contact: Jake Beadnell, Project Coordinator
Office: (330)-723-9501

XX. COMPLETION OF WORK

All work on this project shall be completed no later than **SEPTEMBER 1, 2023.**

Should work not be finished on time, the Contractor could face liquidated damages at the rate stated in ODOT CMS Item 108.07.

XXI. PLANNED LINE AND GRADE

The Medina County Engineers Office have provided these construction drawings for the project, but may not represent a total complete and accurate record. Any questions or concerns regarding the project should be brought to the attention of the Inspector **PRIOR** to any construction. Means and methods will be left to the Contractor's discretion, unless the County feels it is a safety concern at which time the Contractor will be notified on site and/or in writing.

MEDINA COUNTY
C.H. 13 BOSTON ROAD CULVERT #37 REPLACEMENT
SITUATED IN HINCKLEY TOWNSHIP, MEDINA COUNTY, OHIO
FEBRUARY 2023

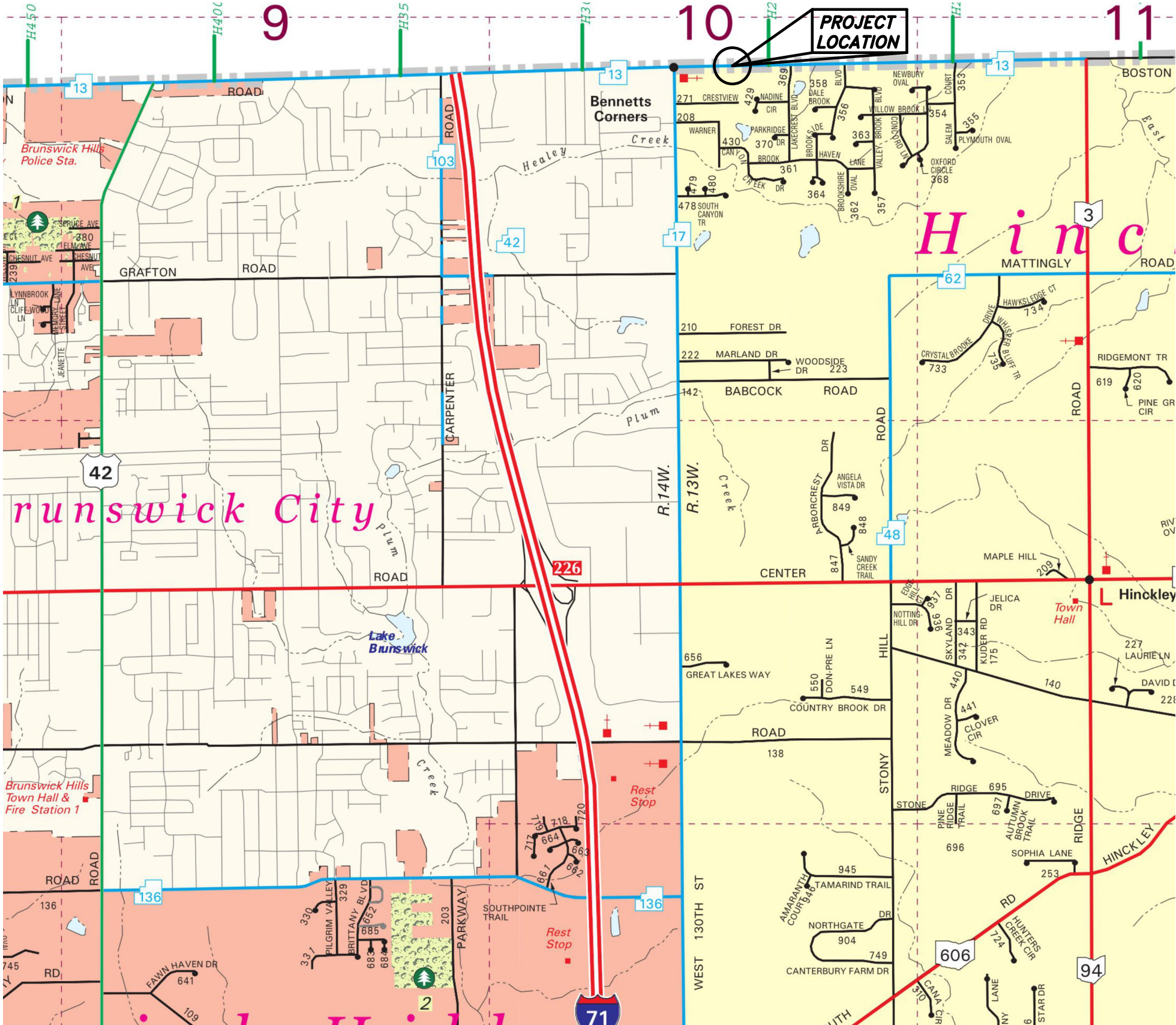
UTILITY OWNERSHIP

OUPS: 1-800-362-2764
CALL 72 HOURS PRIOR TO DIGGING
REF. NO.: A231101591-00A

CALL OHIO UTILITIES PROTECTION
SERVICE TWO WORKING DAYS BEFORE
YOU DIG
TOLL FREE NO. 800-362-2764
(NON MEMBERS MUST BE CALLED
DIRECTLY)

SYMBOLS

EXISTING
PROPOSED
TELEPHONE POLE
PROPERTY LINE
LOT LINE
GAS LINE
DECIDUOUS TREE
PINE TREE



LOCATION MAP
NO SCALE

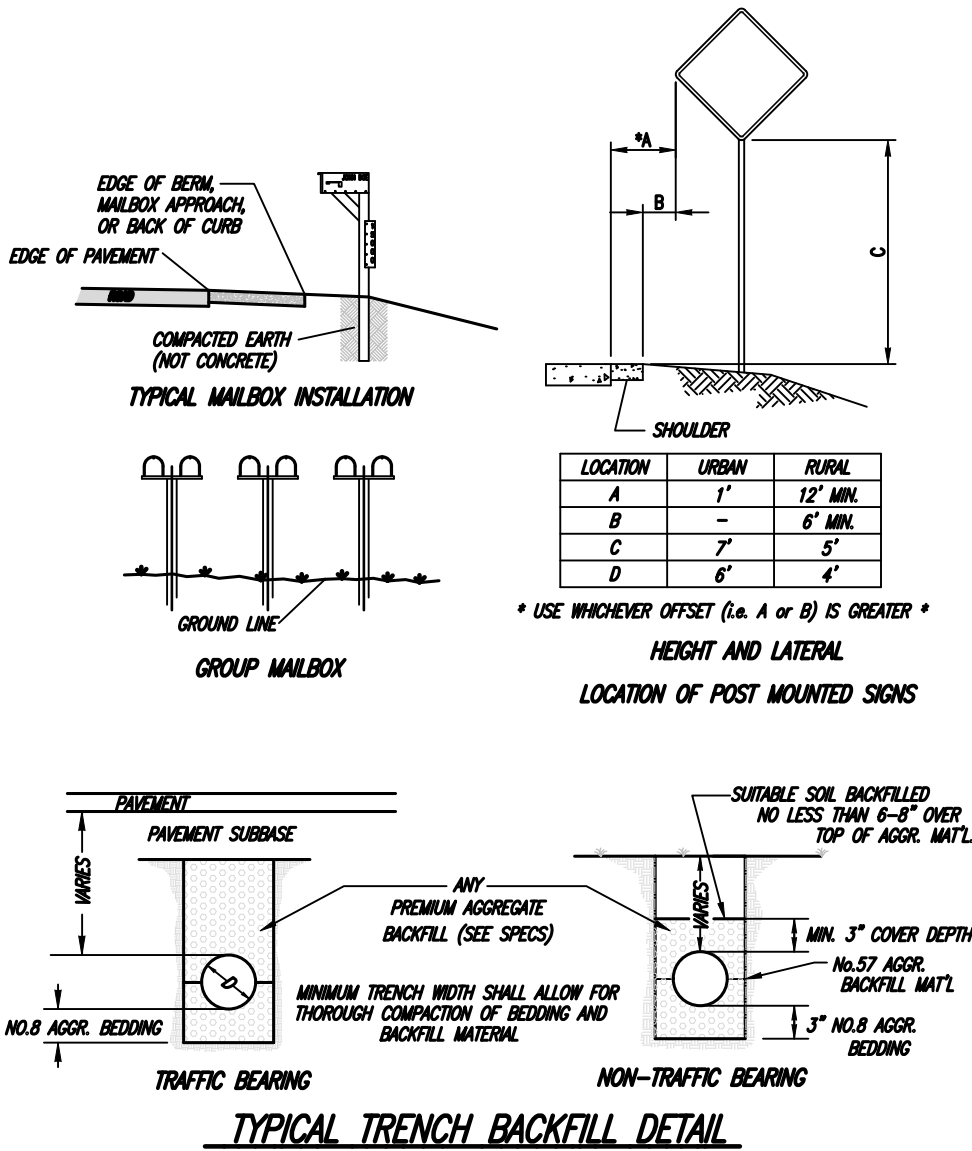
GENERAL NOTE:

ALL WORK MUST BE INSPECTED AND APPROVED BY THE MEDINA COUNTY ENGINEER OR THEIR DULY APPOINTED AGENT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE PROJECT MANAGER (JAKE BEADNELL) @ OFFICE-(330) 723-9501 OR CELL-(330) 350-1074 TO SCHEDULE PROJECT INSPECTION PRIOR TO COMMENCING ANY WORK. ANY WORK COMPLETED WITHOUT SUCH INSPECTION MAY HAVE TO BE REMOVED AND REINSTALLED AT THE CONTRACTOR'S EXPENSE.

2019 SPECIFICATIONS

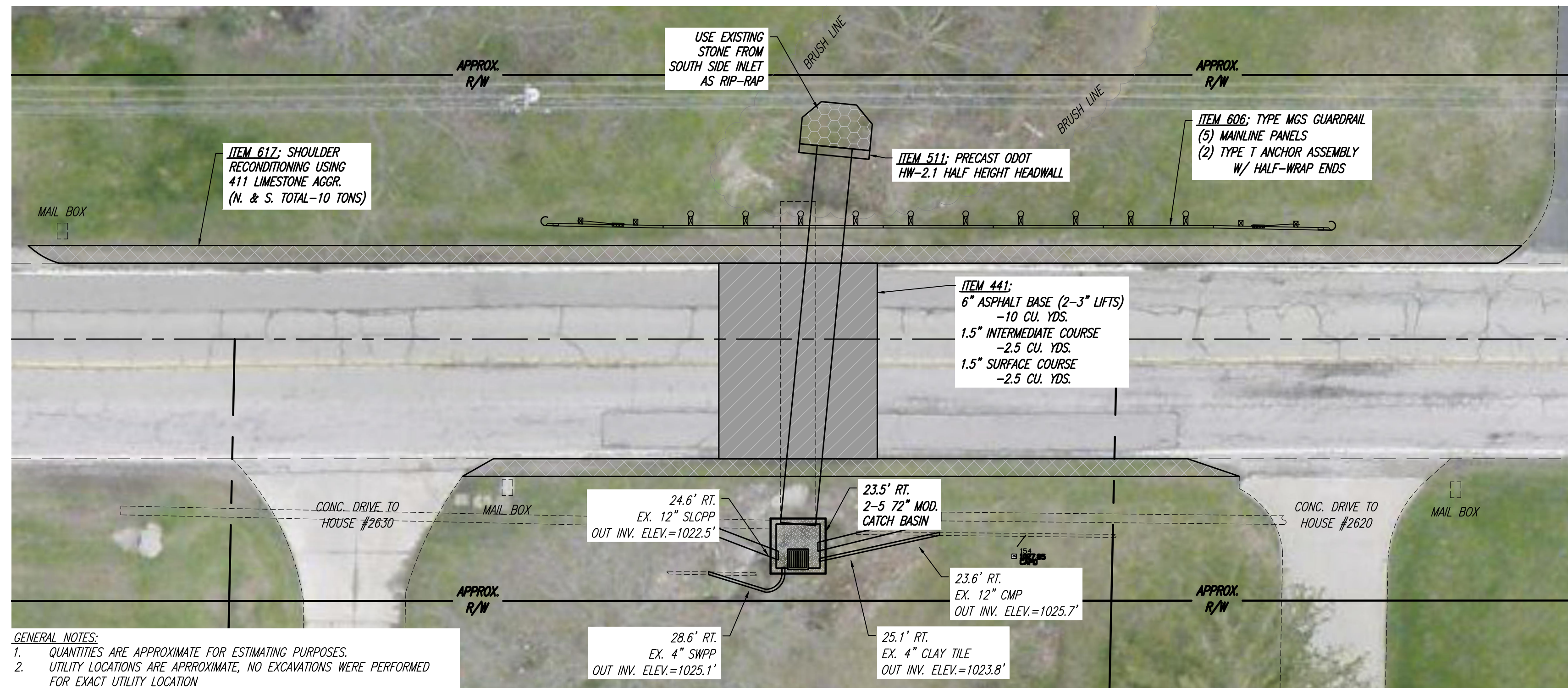
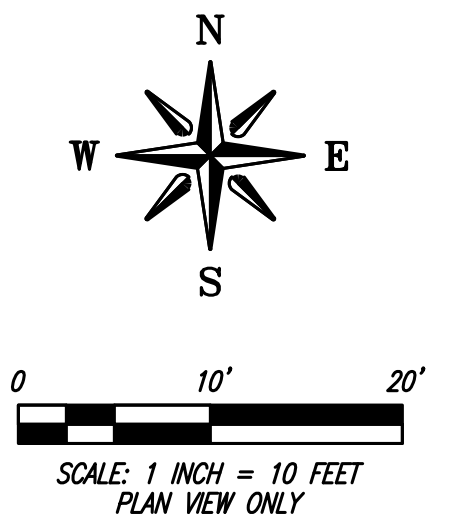
THE STANDARD SPECIFICATIONS OF THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION, INCLUDING CHANGES AND SUPPLEMENTAL SPECIFICATIONS, SHALL GOVERN THIS IMPROVEMENT UNLESS OTHERWISE ORDERED BY THE MEDINA COUNTY ENGINEER OR HIS AGENT.

I HEREBY APPROVE THESE PLANS AND DECLARE THAT THE INSTALLATION OF THIS IMPROVEMENT WILL REQUIRE PERIODIC CLOSING OF TOMPKINS ROAD.



PLANS PREPARED BY
MEDINA COUNTY ENGINEER'S OFFICE
MEDINA, OHIO

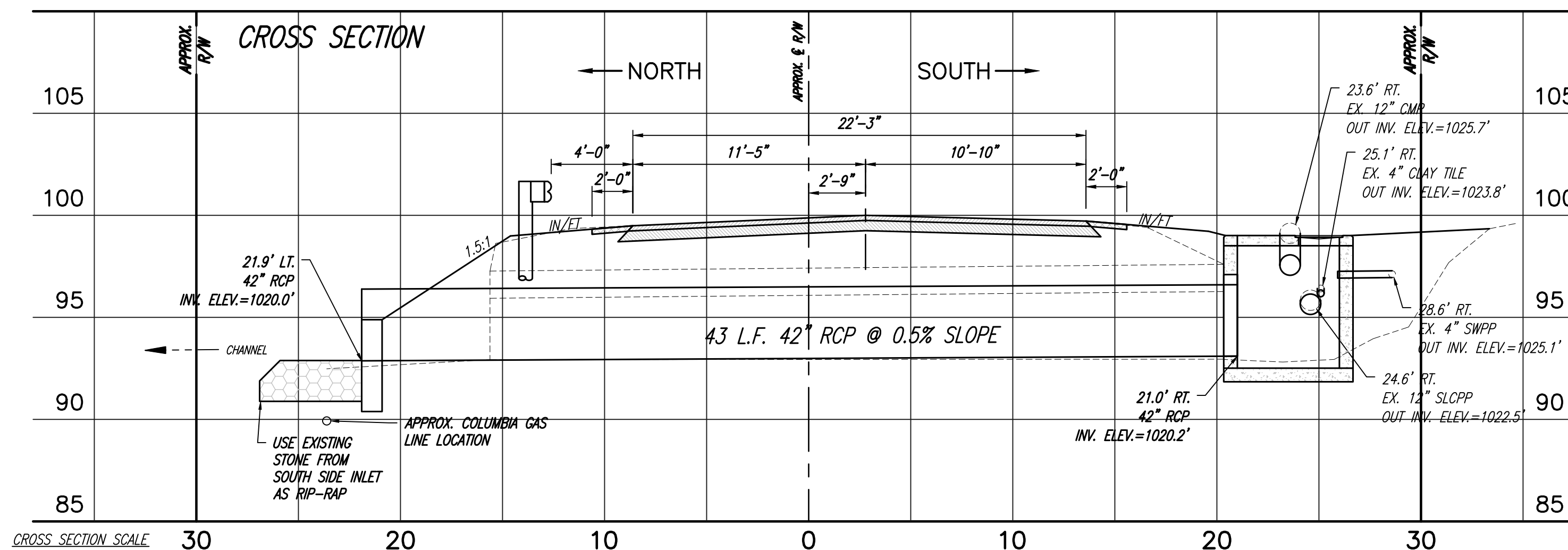
C.H. 13 BOSTON ROAD CULVERT No.37 60' R/W HINCKLEY TOWNSHIP



- LEGEND-PROPOSED CONSTRUCTION WORK**
- NEW CONSTRUCTION
 - - - EXISTING FEATURES
 - TOP WEARING COURSE PAVEMENT
 - AREA OF EXCAVATION
 - CHANNEL PROTECTION
 - SHOULDER RECONDITIONING

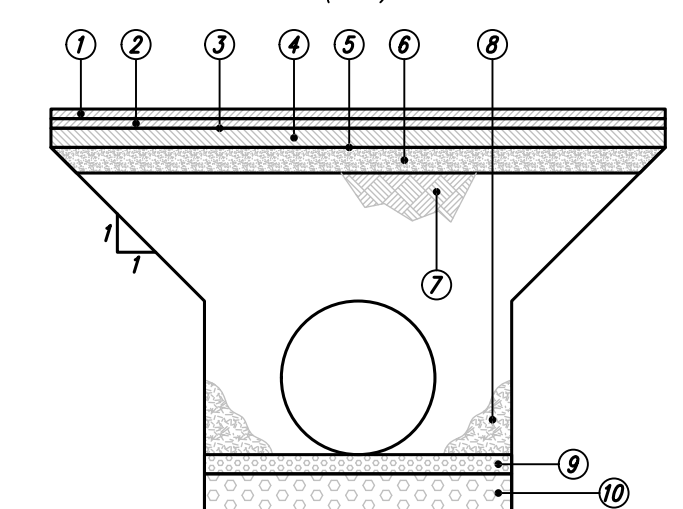
- GENERAL NOTES:**
1. QUANTITIES ARE APPROXIMATE FOR ESTIMATING PURPOSES.
 2. UTILITY LOCATIONS ARE APPROXIMATE, NO EXCAVATIONS WERE PERFORMED FOR EXACT UTILITY LOCATION
 3. BUCKEYE PIPELINE: MAC LEACH (216)-317-9991 MUST BE PRESENT ON-SITE DURING ANY EXCAVATION EXERCISES

EXISTING STRUCTURE: 4'X3' CONCRETE BOX



CROSS SECTION SCALE
1 INCH = 5 FEET
HORIZONTAL & VERTICAL

PAVEMENT SECTION OVER CULVERT (N.T.S.)

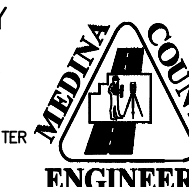


PAVEMENT SECTION @ TRENCH

- PART OF ITEM 611**
- 1-1/2" ITEM 448 MED. TRAFFIC, TYPE I, TOP SURFACE COURSE
 - 1-1/2" ITEM 448 MED. TRAFFIC, TYPE I, INTERMEDIATE LEVELING COURSE
 - ITEM 407; SS-1 BIT. TACK COAT APPLIED @ 0.1 GALLONS PER Sq. Yd. w/o SAND AGGREGATE
 - 6" (2-3" LIFTS) ITEM 301 ASPHALT CONC. BASE COURSE
 - ITEM 408; BITUMINOUS PRIME COAT - USE MC-70 or MC-250; APPLIED @ 0.5 GALS. PER Sq. Yd.
 - PART OF ITEM 611; 8" No. 304 PREMIUM CRUSHED LIMESTONE AGGREGATE SUBBASE
 - PREMIUM BACKFILL COMPACTED IN MAXIMUM 8" LIFTS
 - No. 57 PREMIUM CRUSHED LIMESTONE AGGREGATE BACKFILL (TO TOP OF CULVERT)
 - (OPTIONAL) 6" #57 LIMESTONE FOR POOR SUBBASE UNDER CULVERT & FOOTERS
 - (OPTIONAL) 12" #1 & #2 LIMESTONE FOR POOR SUBBASE UNDER CULVERT & FOOTERS

OFFICE OF THE
MEDINA COUNTY
ENGINEER
ANDREW J. CONRAD, P.E., P.S.

MEDINA COUNTY ENGINEERING CENTER
791 W. SMITH ROAD
P.O. BOX 825
MEDINA, OHIO 44258-0825
PHONE (330) 723-9561



C.H. 13 BOSTON RD.
CULVERT No. 37
CULVERT PLAN/SECTION

PROJECT NO.	FIELD BOOK NO.	DATE: FEB 2023	PAGE
DRAWN BY: JB	HORIZ. SCALE: 1"=5'		#2
CHECKED BY: KS	VERT. SCALE: 1"=5'		
COMPUTER FILE NO. PLAN/PROFILE CHT3-CULV37			
REV. NO.	DRAWN BY	DESCRIPTION	OF
			#2