
SECTION 7
SPECIFIC PROJECT REQUIREMENTS

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1 - CONTACT DURING BIDDING

- 1.1 All questions during bidding should be addressed to Peter J. Formica, P.E., who can be reached at CT Consultants, Inc., 8150 Sterling Court, Mentor, Ohio 44060 at 440.530.2210.

2 - PAVEMENT CORING REPORT

- 2.1 A pavement coring report dated March 8, 2024, by CT Consultants, Inc. was relied upon by the Engineer in the preparation of drawings and specifications. Copies of the report are provided along with each bid set but are not considered to be part of the bid documents.

3 - CITY INCOME TAX

- 3.1 The Contractor and each of his subcontractors shall withhold City of Eastlake income tax from each employee and submit same to the City as per Codified Ordinance Section 183.2703 and 183.2706.
- 3.2 The net profits on the contract for the Contractor and each of his subcontractors shall be subject to City of Eastlake income tax and shall submit same to the City as per Codified Ordinance Section 183.2703 and 183.2706.

4 - CORRECTION PERIOD

- 4.1 The Correction Period in Section 13.07 of the General Conditions shall be changed from a one (1) year to a two (2) year period.

5 - INSURANCE

- 5.1 Section SC-5.04(D) of the Supplementary Conditions shall be deleted and no "all risk builders risk" or "installation floater" insurance need be purchased by the Contractor.
- 5.2 See the following Bid Set Sections for Insurance Requirements:
 - A. Section 1, Instructions to Bidders, Part 10 Insurance.
 - B. Section 3, General Conditions, Article 5 Bonds and Insurance (EJCDC) or Article 11 Insurance and Bonds (AIA), whichever is used in the Bid Set.
 - C. Section 4, Supplemental Conditions.

6 - WORKING HOURS

- 6.1 No work shall be performed between the hours of 7:30 PM and 7:30 AM nor on Saturday, Sunday, or legal Holidays, without written permission of the Owner.

7 - PROJECT COMPLETION

- 7.1 All work including restoration and clean-up shall be completed no later than the contract completion date. Failure to complete all work within the allotted time will result in assessment of liquidated damages. Upon completion of all work and written notification of same by the Contractor, the Engineer and Owner will compile a punch list. The punch list will be sent to the Contractor. All punch list work shall be completed to the satisfaction of the Engineer and the Owner within 14 days after receipt of the punch list. Failure to complete the punch list work within the allotted time will result in assessment of liquidated damages.

8 - PERIODIC PAYMENTS

- 8.1 This project is expected to be funded in whole or in part by the OPWC. The Contractor shall comply with all requirements of this program. The periodic payments to the Contractor may be made in whole or in part through OPWC. In paragraph 14.02 C.1 of the General Conditions change "ten days" to "sixty days".

9 - GENERAL

- 9.1 The making of this improvement will not require the closing of the roadway to through traffic. Local access to abutting properties shall be maintained at all times. Access to all driveways shall also be maintained at all times excepting the time when concrete pavement and concrete drive aprons are curing.
- 9.2 It shall be the responsibility of the Contractor to maintain safe and satisfactory access, vehicular and pedestrian, to all abutting properties within the project. The Contractor shall furnish, maintain, and subsequently remove all necessary safeguards such as barricades, barriers, temporary pavement, lighting, flagmen, temporary guardrail, detour and construction signing and other traffic controls so as to avoid damage and/or injury and to ensure the safety of vehicles and persons using the roadway during construction both within and outside of the project limits.

Maintenance of traffic shall be governed by the "Ohio Manual of Uniform Traffic Control Devices" for streets and highways, hereinafter referred to as the Manual or the OMUTCD, and as supplemented by the pertinent items of the State of Ohio Department of Transportation Construction and Material Specifications and the following requirements:

All signs, drums, barrels or lane markings for traffic control during construction shall be in place prior to any construction.

The Contractor will be required to provide, erect, maintain (in proper position, clean, legible and in good working condition) and remove all lights, signs, sign supports, barricades, drums and all other traffic control devices necessary for the maintenance of Traffic.

The safety of pedestrian traffic shall be considered at all times. It shall be the Contractor's responsibility to provide lights, signs, barricades and other warnings, to physically separate the pedestrian from hazards incidental to the installation of the required traffic control devices such as anchor bolts, open excavation, etc.

The cost of providing, installing, maintaining and removing all traffic control devices required to maintain traffic during construction including lights, signs, sign supports, drums and barricades and temporary pavement marking shall be included in the unit prices stipulated for the various items of the proposal.

In order to maintain local and driveway access, the Contractor shall furnish and install a 6-inch minimum traffic compacted surface, Type A or B in accordance with ODOT Item 410 including necessary water and calcium chloride in accordance with ODOT Item 616 as directed by the Engineer.

No separate payment will be made for maintaining traffic including providing traffic compacted surfaces, other temporary roadways, traffic control and all other safeguards. Cost for maintaining traffic including all materials, labor and equipment for construction, maintenance and subsequent removal shall be included in the unit prices stipulated for the various items of the proposal.

- 9.3 Materials of work for "as directed" items shall not be ordered for the delivery to the project or work performed until authorized by the Engineer.
- 9.4 Manholes, catch basins, monument boxes, water valve boxes and other casting will be raised or lowered flush with the new surface. Any meter or valve box encountered within the work site shall be exposed. Payment for this work shall be included in the unit price bid for other items of work except when bid as a separate item.
- 9.5 Before the City will approve and accept the work and release the guaranty retainer, the Contractor shall furnish the City a written report indicating the resolution of any and all property damage claims filed with the Contractor by any party during the construction period. The information to be supplied shall include, but not be limited to, name of claimant, date filed with the Contractor, name of insurance company and/or adjustor handling claim, how claim was resolved and if claim was not resolved for the full amount, a statement indicating the reason for such action.
- 9.6 It shall be the responsibility of the Contractor to apply when ordered by the Owner water or calcium chloride for the alleviation or prevention of dust nuisance originating from his construction activities. Sufficient quantities of calcium chloride shall be stored on the job site at all times to be used for dust control. The cost of dust control shall be included in the unit bid prices for all items of the proposal.
- 9.7 All pavement removal and replacement, new pavement and associated roadway work shall be in accordance with the State of Ohio Department of Transportation, hereinafter referred to as "ODOT," construction and material specifications, standard construction drawings and supplemental specifications, latest issue, with the modifications as set forth in these specifications.

10 - LAWN RESTORATION

10.1 Prior to start of construction the contractor shall inventory treelawns for existing ornamental landscape features. Any landscape feature disturbed or damaged by the Contractor's action shall be restored to its original condition. Cost of inventory and restoration shall be included in the unit price bid for items causing lawn disturbance.

10.2 Restoration of treelawns and grass areas in easements shall be performed by a landscape contractor to be approved by the City Engineer and Service Director. The landscape contractor must be experienced in commercial installations and provide references and other detailed information to enable the owner to judge his experience and capability to perform the work.

Grass areas to be restored shall be seeded unless otherwise shown on the Contract drawings.

The seed shall be placed on a four (4) inch bed of topsoil that has been rolled, raked, and brought to an even surface.

Topsoil shall be shredded and be free of roots and weeds. The contractor shall provide topsoil samples and sources of supply to the Engineer for approval prior to delivery of the material to the job site.

10.3 All seeded areas shall be guaranteed for three years to commence upon final acceptance of the areas.

11 - NOTICE TO RESIDENTS

11.1 The Contractor shall pay for and include in his bid for other items, all necessary costs for notifying each Resident by a **Form Letter** prior to the pavement replacement, as will be mentioned in the pre-construction meeting.

11.2 A copy of the **Form Letter** shall be forwarded to the City of Eastlake's Director of Public Service for his approval prior to the letters being distributed to Residents.

11.3 No work shall be performed by the Contractor until **Form Letters** have been distributed to each Resident three (3) days prior to the anticipated start of construction.

11.4 Failure to properly notify affected Resident will be sufficient cause to prohibit the Contractor from working until proper corrective action is taken at no penalty to the City.