

Volume 1-Bid Information

INVITATION

TO BID NUMBER:

263C909296

OFFICE OF PROCUREMENT

805 Central Ave., Suite 234, Cincinnati, Ohio 45202-1947

Revised 6/2021

DATE ISSUED: 4/28/2026

BIDS DUE BY 5/12/2026 at 12:00 p.m. Noon ET

city of
CINCINNATI

PROCUREMENT



MBE 3% WBE 4%

This bid is designated as an electronic bid per CMC 321-24. Go to <https://vss.cincinnati-oh.gov/vssprod/Advantage4> for instructions. By submitting the bid, you are verifying the person submitting the bid is authorized to legally bind the company.

Contact Person	Email Address	Agency Number	Req Number
Maria Gadomski	maria.gadomski@cincinnati-oh.gov	233	61X2647

COMMODITY CODE	DESCRIPTION
0990113	2026 Street Rehabilitation Preventative Maintenance – Surface Treatments
	(AS DETAILED HEREIN)

PLEASE NOTE: This is an online bid and is divided into three (3) volumes. Volume One is the Bid information and does not need to be returned. Volume Two is the Forms and questionnaires that **MUST** be completed. Volume Three is the Excel pricing sheets and **MUST** be completed in the highlighted areas (yellow) and return as an attachment with the signed forms in Volume Two. In VSS you will only need to enter the Unofficial Total on line one.

This bid will not be read publicly. No hard copies of bids will be accepted. Bidders must submit bids electronically through the City's Vendor Self Service website. Bidders must be registered to submit a bid. Bidders can register and submit bids at <https://vss.cincinnati-oh.gov/vssprod/Advantage4>.

Bidders must submit pricing on all commodity lines on electronic bid. Blank pricing on commodity lines will be considered a bid of \$0.00.

Unofficial ONLINE bid results can be viewed after the bid closes at the City's Business Opportunities website: <https://www.cincinnati-oh.gov/noncms/cmgr/business-opportunities>.

GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR BIDDER

The copy of the Legal Notice, General Conditions, Instructions and Information for Bidders, Special Conditions, Specification and Plans applying are a part of this construction bid.

- 1) **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
- 2) **Applicable Laws:** The Revised Code of the State of Ohio, the Charter of the City of Cincinnati, and all City ordinances, insofar as they apply to the laws of competitive bidding, contracts and purchases are made a part hereof.
All laws of the United States of America, the State of Ohio and the City of Cincinnati applicable to the products or services covered herein, are made a part hereof.
- 3) **Workers' compensation:** Insofar as Workers' Compensation Act is concerned, the bidder or contractor agrees to furnish an official certificate or receipt of the Industrial Commission of Ohio, showing that he has paid into the State Insurance fund the necessary premiums, whenever such certificates are required in the Bid Document.
- 4) **Infringements and Indemnification:** The Contractor shall indemnify, defend and save the City, its agents, and employees harmless from and against any and all losses, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of errors or omissions or negligent acts by the Contractor including by the Contractor's employees and agents in the performance of this Agreement.
To this extent, the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required, the types and amounts of insurance to be provided are set forth in the Bid Document.
- 5) **Default Provisions:** In case of default by the bidder or contractor, the City of Cincinnati may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned thereby.
- 6) **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern. A bid of "0" or no entry will be interpreted by the City to mean "No Charge" for that item.
- 7) **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder, prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
- 8) **Specifications:** Unless otherwise stated by the bidder, the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.
References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description *unless* a departure or substitution is clearly noted and described in the proposal and approved by the City.
- 9) **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
- 10) **Cash discounts:** Time, in connection with cash discounts offered, will be computed from date of delivery and acceptance at final destination or from date properly executed invoice is received, if the latter date is later than the date of delivery and acceptance.
Cash discount offered for payment in fewer than twenty-five (25) calendar days cannot be considered.
If no cash discount is indicated in the space provided in the Bid document the terms will be considered as Net-thirty (30) days.
- 11) **Taxes:** State and local governments no longer need to be certified under the Internal Revenue Code but are automatically exempt from excise tax, therefore, the City's Certificate of Registry Number is no longer needed.
The Office of Procurement will continue to issue the exemption certificates upon request.
- 12) **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
- 13) **Award:** Unless otherwise specified in the Bid Document, the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document, Bidders may submit bids on any item or group of items, provided, however, that the unit prices are shown as requested.
Award provisions are set forth in the Bid Document.

14) **Bid Surety and Signature Form:** Unless waived under the conditions stated, all bids must be accompanied by a bid bond, deposit of cash, or certified check, bank cashier's or bank official's check, drawn on a solvent bank, payable to the Treasurer of the City of Cincinnati in the amount determined by the City as stated in the legal advertisement (see cover page), as a guarantee that, if the bid is accepted, a contract will be entered into.

The City will determine the sufficiency of the surety.

The bid bond should be executed by an authorized surety, guaranty or trust company.

If corporate surety is given, the surety or guaranty company should indicate in the bond the state in which it is incorporated. A certificate of authority authorizing the "attorney-in-fact" to sign the bond should accompany the Bid Document unless the certificate is on file in the Office of the City Purchasing agent, Cincinnati, Ohio.

The surety signature should be witnessed.

At the time of submittal, all Bids *must* be signed by Bidder and Principal, whether or not bid surety is required. At the time of submittal, all forms requiring signature *must* be signed. Failure to do so shall result in the bid being rejected as non-responsive.

15) **Ineligible Person(s):** Per City of Cincinnati Municipal Code Section 301-20 (Ordinance No. 366-1996), any person or affiliate who is on the City of Cincinnati's Financial Obligation Ineligibility List due to being delinquent in the payment of any financial obligation to the City, any of its Departments, Boards or Commissions, shall not be eligible for any City award. **This includes any person or affiliate who is delinquent in paying City of Cincinnati income taxes.**

16) **Performance Surety:** The successful bidder will be required to furnish a bond or *certified* check on a solvent bank, payable to the Treasurer of the City of Cincinnati, in the amount stated herein as a guarantee for the faithful performance of the contract. The City will determine the sufficiency of the surety.

17) **Payments:** Partial payments may be made upon presentation of a properly executed invoice unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.

18) **Bidder's Signature:** Each construction bid surety form must be signed by the bidder with his usual, original signature. All signatures shall be in full. (See Construction Bid Surety Form of Construction Bid Document).

19) **Submission and Receipt of Bids:**

- a) Inquiries involving an expenditure exceeding the limits established in Sec. 735.05 Ohio Revised Code usually require advertising over a period of two to four weeks.
- b) Bids to receive consideration, must be submitted through the City's Vendor Self Service system and received prior to the specified due time as designated in the Construction Bid Document.
- c) **Bidder must use the forms specified within the bid document in order for a bid to be responsive.**
- d) Separate bids must be submitted on each reference number.

20) **Interpretation of Bid and/or Contract Documents**

No oral interpretation will be made to any bidder as to the meaning of the Bid and/or Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the City. Any inquiry received within a reasonable time prior to the date fixed for the opening of bids will be given consideration. Every interpretation made to a bidder will be on file in the office of the Office of Procurement. In addition, copies will be mailed to each person holding Bid and/or Contract Documents. It shall be the bidder's responsibility to make inquiry as to any interpretations issued. All such interpretations shall become part of the Bid and/or Contract Documents and all bidders shall be bound by such interpretations whether or not received by the bidders.

21) **Changes and Addenda to Bid Documents**

Each change or addenda issued in relation to this document will be on file in the Office of Procurement. In addition, to the extent possible, each person registered as having received a set of the bid documents shall be notified.

It shall be the bidder's responsibility to make the inquiry as to changes and addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such changes or addenda.

Information on all changes or addenda will be available at the office of the City Purchasing Agent no less than five (5) working days prior to scheduled bid opening date.

Total bid inquiry or specific item cancellations may be issued later than the time specified above.

22) **Policy of Non-Discrimination:**

- a) **Disability:** The City of Cincinnati does not discriminate on the basis of disability in the admission or access to, or treatment or employment in its programs or activities. The Director of Personnel has been designated to coordinate compliance with the non-discrimination requirements contained in Section 35.107 of the Department of Justice regulations. Information concerning the provisions of the Americans with Disabilities Act (ADA), and the rights provided thereunder, are available from the ADA coordinator, at (513)352-2411.

- b) **SBE Non-Discrimination Policy:** The City of Cincinnati is committed to a policy of non-discrimination pursuant to Section 1 of the Fourteenth Amendment to the United States Constitution and as outlined in the Offeror's Covenant of Non-Discrimination clause of the bid document, which guarantees equal protection of the laws to all citizens. It is further the policy of the City of Cincinnati that its purchasing and contracting practices not implicate the City as a passive participant in discriminatory practices engaged in by private contractors or vendors who seek to obtain business with the City. In furtherance of these policy objectives, the City seeks to afford to its citizens equal opportunities to do business on City contracts and to ensure that all bidders, proposers, vendors and contractors (collectively referred to herein as "bidders") doing business with the City provide to businesses owned and controlled by racial minorities and ethnic minorities and women, opportunities to participate on contracts which are paid, in whole or in part, with monetary appropriations from the city of Cincinnati.

ADDITIONAL INFORMATION AND AUTHORIZED COMMUNICATION

Questions or requests for additional information regarding this solicitation shall be directed in writing to the assigned City of Cincinnati Buyer, Maria Gadomski, via email at maria.gadomski@cincinnati-oh.gov.

Starting on the date a procurement solicitation is issued and expiring on the date the contract is awarded, actual and prospective respondents or bidders (including their representatives or persons acting on their behalf) are prohibited from contacting any City employees other than the assigned Buyer or a representative from the City's Office of Procurement, in any manner regarding this solicitation. Any contact other than with the assigned Buyer or the City's Office of Procurement during the no contact period may be justification for rejection of the violator's bid.

CONTRACTOR REGISTRATION

The Contractor awarded the contract shall be a registrant under Vendor Self Service (VSS) at time of award. Go to <https://vss.cincinnati-oh.gov/vssprod/Advantage4> and register.

TAXPAYER IN GOOD STANDING

Vendors awarded a contract should be a taxpayer in good standing with the City of Cincinnati. To verify your firm's standing and receive a verification letter, contact the City's Income Tax Division. The taxpayer in good standing request form can be found at <https://docs.cincinnati-oh.gov/form/coc/taxpayergoodstanding>. Please allow three (3) business days for processing after receipt of your request.

BEGINNING OF WORK

The contractor shall start work within five (5) calendar days from receipt of written notice to begin work, by registered or certified mail, from the City Agency for whom the work is to be performed.

No work of any kind shall be done by contractor until so notified.

COMPLETION OF WORK

The contractor shall secure delivery of all equipment and materials required and shall complete on site work within 60 calendar days from receipt of notice to begin work.

LIQUIDATED DAMAGES

The amount of liquidated damages to be paid by the contractor for each and every working day that he is in default is in accordance with Special Provisions.

CHANGE ORDERS

If, by mutual agreement, both parties desire to modify the scope, schedule, budget or unit pricing of this Contract and the modification is not approved as part of a construction Allowance for unforeseen site conditions, a Construction Change Order must be fully executed prior to any of the modifications

taking effect or work commencing. In no event shall the City pay any costs above the agreed-upon and prior certified amounts, and Contractor shall not proceed with any work which has not been authorized, in the absence of such Change Order.

TERMINATION OF CONTRACT

The City may terminate this contract at any time for any reason upon thirty (30) days written notice to Contractor.

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner the Contractor's obligations under this contract or if the Contractor violates any of the terms and conditions, covenants or agreements of the Contract, if no attempt is made to cure the failure within a period of ten (10) days or a longer period specified in writing, the City of Cincinnati shall have the right to terminate this Contract by giving written notice to the Contractor specifying the effective date of the termination, at least five (5) days before such effective date. Notwithstanding the above, the Contractor shall not be relieved of liability to the City of Cincinnati for damages sustained by the City of Cincinnati by virtue of any breach of this Contract by the Contractor, and the City of Cincinnati may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City of Cincinnati from the Contractor is determined. Exceptions may be made with respect to defaults of subcontractors.

SEND INVOICE TO

Invoices must be submitted on the contractor's standard invoice and mailed to:

NOTE

801 Plum Street suite 450

Cincinnati, OH 45202

The item(s) shall be invoiced showing quantity and sufficient identification data (i.e. part number, catalog number, etc.) to facilitate audit of invoices by the City of Cincinnati.

PROJECT CLASSIFICATION

The State Heavy Highway classification shall be used by all contractors on this project.

WAGE DETERMINATION

State of Ohio Prevailing wage rates shall apply for all Contractors on this project in accordance with determination number 57826004. The applicable rates of wages are available on the Internet at <http://www.cincinnati-oh.gov/inclusion/bid-contract-requirements/city-state-funded-construction-projects/>.

WAGE ENFORCEMENT

This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any person who has an agreement with the city or with a contractor or subcontractor of that person shall report all complaints or adverse determinations of

Wage Theft and Payroll Fraud (as defined in Chapter 326 of the Cincinnati Municipal Code) against the person, contractor, or subcontractors to the Department of Economic Inclusion within 30 days of notification of the complaint or adverse determination.

Under the Wage Enforcement provisions, the City shall have the authority, under appropriate circumstances, to terminate this Agreement or reduce the incentives or subsidies to be provided under this Agreement and to seek other remedies.

SUBCONTRACTORS

In the event the contractor employs a subcontractor without first securing the required approval of the subcontractor by the City, on a Form 2004, the City shall have the right to stop payment to the Contractor or withhold any monies due the Contractor until the subcontractor is approved by the City.

The City maintains a list of Vendors Debarred from Contracting or Subcontracting with the City may be accessed at: <http://www.cincinnati-oh.gov/purchasing> or may be furnished in other form upon request. The City will not contract with any firm or person on the list. It is Contractor's responsibility to verify that each subcontractor it proposes to use is an eligible firm or person. The City will not approve a subcontractor whose name appears on the list.

The City shall neither accept nor be liable for any increase in costs, or other expenses, delay, loss, or subsequent ineligibility to contract with the City, incurred by a contractor as a result of the City rejecting any proposed person, firm, partner, principal, affiliate, subcontractor or supplier that is debarred or suspended after the submission of a bid, proposal, or other communication leading to a contract, but before the approval or award of the contract.

The City shall not unreasonably withhold approval of a subcontractor.

Form 2004 Subcontractor Approval Request Form is available in the Department of Economic Inclusion, Two Centennial Plaza, 805 Central Ave., Suite 610, Cincinnati, Ohio 45202 (telephone no. 513/352-3144).

SPECIFICATIONS

All work shall be performed and materials furnished in accordance with the following specifications:

- (1) **Latest edition of the Ohio Department of Transportation Construction and Material Specifications and the City of Cincinnati Supplement thereto available in the Engineering Division Permit and License Center, Room 410 City Hall, Cincinnati, Ohio 45202 Phone 352-3463. [ODOT Supplement \(2019\)](#)**
- (2) **Detailed Specifications or Special Provisions**

STATEMENT OF NON-COLLUSION

In submitting this bid, the bidder affirms that the bid is genuine and not collusive or a sham; that said bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder

on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of this or any other bid, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Cincinnati or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM REGULATIONS

The Contractor shall be subject to the provisions of the City of Cincinnati Municipal Code Chapter 325, regarding Equal Employment Opportunity (EEO). The EEO Program requires the vendor awarded the contract to complete and submit a DEI 147 form. The DEI 147 form is designed to provide an evaluation of the vendor's policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex, sexual orientation, gender identification, national or ethnic origin, age, handicap, or Vietnam military service.

Failure to comply with the City's request for submission of the DEI 147 form within ten (10) days of the date of the request will be sufficient cause to reject the bid due to the vendor being nonresponsive.

AMERICANS WITH DISABILITIES ACT

The City of Cincinnati is committed to supporting the Americans with Disabilities Act. Please contact the City's Office of Aging and Accessibility if you require any special accommodation.

MINORITY & WOMEN-OWNED BUSINESS ENTERPRISE (M/WBE) PROGRAM REGULATIONS

All bidders will be subject to the provisions of City of Cincinnati Municipal Code Chapter 324, regarding the M/WBE Program Regulations.

The requirements of Cincinnati Municipal Code Chapter 324 and amendments thereto are applicable to this contract. The contract with the City shall be subject to, and contractor shall comply with, the provisions of the M/WBE Program contained in CMC Chapter 324 of the Cincinnati Municipal Code. Section 324-99 shall be incorporated by reference into the contract with the City. Details concerning this program can be obtained from the Department of Economic Inclusion, Two Centennial Plaza, 805 Central Avenue, Suite 610, Cincinnati, Ohio 45202 or via <http://www.cincinnati-oh.gov/inclusion/>.

Contractors awarded City construction contracts shall utilize best efforts to recruit and maximize the participation of all qualified city-certified M/WBEs. This includes the use of practices such as assuring the inclusion of qualified M/WBEs in bid solicitations and dividing large contracts into smaller contracts when economically feasible.

The Bidder is responsible for verifying that each M/WBE to be used on a contract is certified by the time of bid closing. The M/WBE named must be certified to provide the services that they are listed to perform, and the services must be required as part of the work on this contract. A directory of certified M/WBEs is available online at <https://cincinnati.diversitycompliance.com> or at the offices of DEI.

M/WBE SUBCONTRACTING GOAL

This bid is subject to the requirements of CMC 324 – Minority and Women Business Enterprise (M/WBE) Programs. Where State and/or federal funding sources require affirmative action goals, those goals as defined in the contract documents supersede the City’s M/WBE Program.

The MBE subcontracting goal for this bid is 3%. The WBE subcontracting goal for this bid is 4%.

One of the factors the City uses to determine the lowest and best bid is whether a Bidder subcontracted the minimum percentage of its bid to qualified City-certified M/WBEs. The bidder must list all subcontractors, regardless of amount. Failure to list subcontractors and subcontracting amounts with the bid sufficient to meet or exceed the mandatory subcontracting participation level may cause a bid to be rejected as non-responsive.

Online Reporting

The Contractor shall provide to the City, prior to commencement of [construction of the improvements] [the project] [its duties], a report listing all of the contractors and subcontractors for the [construction of the improvements] [the project] [supplies] [services] including information as to the dollar amount of the contract or subcontract, and other information that may be deemed necessary by the City Manager. The report must be updated monthly by the 15th. The Contractor shall enter all reports required in this subsection at the City’s online reporting site Vendor Compliance and Certification System at <https://cincinnati.diversitycompliance.com/>. Upon execution of this Agreement, the Contractor shall contact the Department of Economic Inclusion to obtain instructions, the proper internet link, login information, and password to access the site and set up the necessary reports.

The Contractor must periodically document its best efforts and affirmative steps to meet the above M/WBE participation goal, by notarized affidavits executed in a form acceptable to the City, submitted upon the written request of the City. The City may review records and documentation relevant to the affidavits. If affidavits are found to contain false statements, the City may prosecute the Contractor pursuant to Section 2921.12, Ohio Revised Code.

Failure of the Contractor to take the affirmative steps specified above, or to provide fair and equal opportunity to M/WBEs, or to provide technical assistance to M/WBEs as may be necessary to reach the minimum percentage goals for M/WBE participation as set forth in CMC Chapter 324, may be construed by the City as failure of the Company to use best efforts, and in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this Section.

SUBCONTRACTING OUTREACH PROGRAM

The “MBE/WBE Inclusion Packet” which includes the applicable forms to be completed and included with the bid is available at the following webpage: <https://www.cincinnati-oh.gov/inclusion/forms/bid-proposal-forms/>

OFFEROR'S COVENANT OF NON-DISCRIMINATION

Pursuant to the City of Cincinnati's policy of non-discrimination, specifically in its purchasing and contracting practices, **by signing this bid** and as a condition of contract award, we covenant, represent and warrant that:

- We will not discriminate against small business enterprises on the basis of race, ethnicity, gender or disability in the process of contracting, subcontracting and purchasing;
- We will use good faith efforts to promote opportunities for small business enterprises to participate in and compete for opportunities to the extent of their availability and capacity;
- We will submit to ongoing monitoring by and submittal of reports to the City's Department of Economic Inclusion;
- We will submit to investigations and/or audits by the Department of Economic Inclusion in connection with routine monitoring or as a result of specific allegations of discrimination.

VENDORS INELIGIBLE TO CONTRACT OR SUBCONTRACT WITH THE CITY

The City maintains a list of Vendors Debarred from Contracting or Subcontracting with the City may be accessed at: <http://www.cincinnati-oh.gov/purchasing> or may be furnished in other form upon request to the Chief Procurement Officer. The City will not contract with any person or firm on the list. It is each Bidder's responsibility to verify that each subcontractor it proposes to use is an eligible firm or person. The City will not approve a subcontractor whose name appears on the list.

INSURANCE

See Form 160 attached.

BID SURETY

A Bid Bond, deposit of cash or Certified Check, Bank Cashier's or Bank Official's Check drawn on a solvent bank payable to the Treasurer of the City of Cincinnati, in the amount of not less than ten percent (10%) of the total amount of the bid must accompany each bid as a guarantee that if the bid is accepted a contract will be entered into.

Bidder must use the Construction Bid Surety and Signature Form included in Section 2, as no other will be accepted.

RETENTION OF PERFORMANCE SURETY

The contractor will be required to provide performance surety in the amount of 100% of the contract value.

A performance bond surety shall be kept fully in effect for one year following the acceptance of the final statement of costs by the City Manager.

If surety is a cashier's check or certified check, such surety will be refunded to contractor one year following the acceptance of the final statement of cost by the City Manager.

OHIO SALES TAX

Prices should not include Ohio Sales Tax on materials used on this project.

The City will furnish exemption certificates to the contractor upon request to the Office of Procurement.

SPECIAL CONDITIONS

Prior to submitting a bid, prospective bidders should visit the premises, familiarize themselves with existing conditions, take their own measurements and be responsible for them.

UNBALANCED BIDDING

Prices should be quoted in the units requested and bidders may quote on any or all sections. The City may reject a Mathematically Unbalanced Bid if the Bid is also Materially Unbalanced, if in the opinion of the City Purchasing Agent it is in the best interest of the City to do so. A Mathematically Unbalanced Bid is a bid containing lump sum or unit price items that do not include reasonable labor, equipment, and material costs plus a reasonable proportionate share of the Bidder's overhead costs, other indirect costs, and anticipated profit. A Materially Unbalanced Bid is when the City determines that there is a reasonable doubt that award to the bidder submitting the mathematically unbalanced bid will result in the lowest ultimate cost to the City.

METHOD OF AWARD - LOWEST AND BEST BIDDER

The City reserves the right to review substitutions offered and may, based solely on its judgment, in regard to specification and/or cost criteria, elect to award based on the offered substitution.

The City reserves the right to accept or reject any or all add and/or deduct alternates when, in the opinion of the awarding authority, such acceptance or rejection is in the best interest of the City. Before an award of the contract is made, the City shall determine which add and/or deduct alternates will be accepted. A final determination of lowest and best bid shall be based on factors as delineated in Cincinnati Municipal Code Chapter 321-37.

In determining the low bid, each bidder's base bid shall be combined with the add and/or deduct alternates accepted by the City, and any substitutions offered and accepted by the City.

In the event no alternates are requested by the City in the bid document and no substitutions are offered, the low bid shall be determined on the basis of the base bid.

The City shall award the contract to the lowest and best responsive bidder.

WAGE DETERMINATION HAMILTON COUNTY

THE PREVAILING RATES OF WAGES SHALL BE PAID ON ALL APPLICABLE PUBLIC IMPROVEMENT PROJECTS WHERE THE PAYMENT OF PREVAILING WAGES IS REQUIRED.

These prevailing rates of wages were ascertained by the Department of Industrial Relations for the Hamilton County Area, as provided for in Chapter 4115, Section 4115.03 through 4115.14 of the Ohio Revised Code. The rates contain basic hourly rates plus certain fringe benefits applicable to public improvement contracts.

The "Wage Determination" is available on the Internet at [Prevailing Wage - Inclusion \(cincinnati-oh.gov\)](http://Prevailing Wage - Inclusion (cincinnati-oh.gov)) and is the latest in effect on that date. **However, wages are subject to change anytime during the lifetime of the contract, as provided for in amended house bill #1171.** The bidder and/or contractor should verify the correctness thereof. **THE CITY ASSUMES NO RESPONSIBILITY IN THE EVENT OF AN ERROR IN THE LISTING OF RATES.** This "Wage Determination" is not intended as a blanket determination of the wage rates to be paid during this contract.

Wage rates shall be posted in a prominent and accessible place on the site of the work. This statement to remain posted during the life of such contract.

PREVAILING WAGE LAW

Employees on public improvement projects who are paid less than the prevailing rates of wages, as determined by the Department of Industrial Relations, may file complaints in writing with the City of Cincinnati (Prevailing Wage Coordinator) or the Department of Industrial Relations.

APPRENTICES

Apprentices will be permitted to work only under **bona fide** apprenticeship programs if such program exists and if such program is registered with the Ohio Apprenticeship Council.

SUBCONTRACTORS

Subcontractors must be approved by the City prior to the beginning of their work. A Form 2004, SUBCONTRACTOR APPROVAL REQUEST, Statement of Intent to Utilize Firms, shall be submitted to the Prevailing Wage Coordinator (PWC). A **bona fide** subcontractor with an established business must list on his certified payrolls all personnel engaged in the contract work, including himself if he performs construction or demolition work. As the owner of the firm, he need list only his name and that he is the owner. If he has no other employees and maintains he is a subcontractor, he must be carried on the payroll of the prime contractor and paid the prevailing wage rate.

PAYROLL SUBMISSION

The contractor and all subcontractors shall submit a copy of his complete payroll for each date exhibiting for each employee paid any wages, his name, current address, social security number, specific job title (as contained in the "Wage Determination" schedule on the Internet at [Prevailing Wage - Inclusion \(cincinnati-oh.gov\)](http://Prevailing Wage - Inclusion (cincinnati-oh.gov))), number of hours worked each day during the pay period and the total for each week, his hourly rate of pay, the rate of contribution to each fringe benefit paid or payable and deductions from wages. A certified copy of the payroll will be submitted to the P.W.C.

RESEARCH BY THE CITY

The Contractor's Day Book of employees engaged in the contract work shall be available for inspection at any time. The City shall be permitted to interview employees of the contractor and/or subcontractors during working hours on the job.

APPLICABLE RATES OF WAGES

The applicable rates of wages are available on the Internet at [Prevailing Wage - Inclusion \(cincinnati-oh.gov\)](http://Prevailing Wage - Inclusion (cincinnati-oh.gov)).

For further information contact the Department of Economic Inclusion, Two Centennial Plaza, 805 Central Avenue, Suite 610 Cincinnati, Ohio 45202 or call (513) 352-3144.

**CITY OF CINCINNATI
DEPARTMENT OF TRANSPORTATION &
ENGINEERING**

**STREET REHABILITATION PROGRAM
2026 PREVENTIVE MAINTENANCE
SURFACE TREATMENTS**

SPECIAL PROVISIONS

These Special Provisions were assembled by a Registered Professional Engineer in the State of Ohio, as set forth by the Ohio Revised Code.



SIGNED: Jennifer A. Russell, P.E., P.S.

DATE: March 13, 2026

**CITY OF CINCINNATI
DEPARTMENT OF TRANSPORTATION & ENGINEERING**

2026 PREVENTIVE MAINTENANCE – SURFACE TREATMENTS PROJECT

SPECIAL PROVISIONS

(NOTE: Bold italicized type indicates new specification language. Other bold type is for emphasis.)

The 2023 State of Ohio Department of Transportation Construction and Material Specifications (ODOT CMS) and the 2023 City of Cincinnati Supplement thereto will govern this project.

These Special Provisions do not replace the ODOT CMS or the City Supplement to the ODOT CMS. These Special Provisions are additional requirements.

Quantities may be added or subtracted, at bid unit prices, by adding or deleting streets to this contract at the discretion of the City Engineer.

SCOPE OF WORK

This project involves crack sealing and applying a microsurfacing surface treatment to the streets in this project.

See **Appendix A** for the list of streets.

COMPLETION OF WORK

Per ODOT section 109.12A, achieve substantial completion **60 Calendar Days** from the date of the official “Notice to Proceed”.

LIQUIDATED DAMAGES

The City will assess liquidated damages to the Contractor in any of the following circumstances:

1. Per 108.07, failure to substantially complete the contract within the 60-day contract length.
2. Failure to comply with the requirements of 614 – Maintaining Traffic at the rate of **\$500** per 15-minute interval for the duration of the violation once the Contractor has been put on notice by the Engineer.
3. Failure to complete the punch list and failure to submit support documents to facilitate project closeout in accordance with Section 109.12 of the City Supplement results in an administrative fee assessed at the rate of **\$100** per day.

ESTIMATED QUANTITIES

The estimated crack sealing and microsurfacing quantities for each street in this contract are contained in **Appendix A**. The estimated pavement marking quantities are contained in **Appendix B**. These quantities are

approximate and will be used in determining the total amounts of bids for the purpose of determining the lowest and best bidder.

During the term of the contract, and at the option of the Engineer, these quantities may be increased, decreased, or non-performed as conditions dictate.

LOCATION OF WORK

The streets contained in this project are located in the following communities: Avondale, East Walnut Hills, Evanston, Madisonville, Mt. Airy, North Avondale, Oakley, and Saylor Park.

See **Appendix C** for a map of the City's 52 communities showing the locations of the proposed work.

TOTAL OF PROPOSED ITEMS

List the unofficial total of the bid on the Bid Form. A line is provided at the end of the Bid Form for this purpose.

This total, being unofficial, is subject to change in case of errors found in figuring item extensions, addition of total extensions, or other errors. In any case, the City is not responsible for any variance found between the original unofficial total listed and that total used as final.

CONTINGENCY QUANTITIES

Do not order materials or perform work for items designated in these Special Provisions to be used "as directed by the Engineer" unless authorized by the Engineer. Incorporate the actual work locations and quantities used for such items into the final change order governing completion of this project.

SCHEDULE

Submit a project schedule to the Engineer at the Pre-Construction meeting. Identify anticipated locations and times of work broken down into no less than one (1) week intervals. The Engineer must approve the schedule prior to the start of any work. Should the schedule slip by more than one (1) full week due to any reason, update the schedule at the request of the Engineer.

JOB MEETINGS

The Engineer will schedule job progress meetings with the Contractor and other sub-contractors every week or as necessitated by the job progress. Prepare, record, and distribute the minutes of these meetings to all participants. Handwritten minutes are acceptable.

"NO PARKING" POSTING REQUIREMENTS

Refer to **Appendix D** for guidelines from the Cincinnati Police Department for obtaining and posting "No Parking" signs for streets under construction.

ACCESS TO ABUTTING PROPERTY

Maintain driveways and pedestrian access to abutting properties in a safe and clean condition. Cooperate with the affected business operators in every practical way in order to minimize disruption to their operations. Notify residents and businesses at least twenty-four (24) hours in advance of blocking their drives during construction.

PEDESTRIAN PROTECTION AND ACCESS

Pedestrian protection and pedestrian access will be maintained at all times and will conform to the OMUTCD Part 6D.01, "Pedestrian Consideration". Pedestrian safety is of utmost importance throughout the life of the project. Do not lead pedestrians into conflicts with work site vehicles, equipment, or operations. Do not lead pedestrians into conflicts with vehicles moving through or around the work site. Pedestrians will be provided with a safe, convenient, and accessible path that replicates as nearly as practical the most desired characteristics of the existing sidewalk(s) or footpath(s). For pedestrian pathway closures, post signs to direct pedestrians to the safest crossing point. If the pathway is to be closed between safe crossing points, post signs in advance of the closed area at a safe crossing point or make arrangements for safe pedestrian passage. The safety of pedestrians is the responsibility of the Contractor.

CONSTRUCTION DEBRIS IN SEWERS

Use a Manhole Debris Catcher as manufactured by Grappler Specialty Products: 7160 Sunshine Drive, Eden Prairie, MN 55346 (1-800-949-2679) or approved equal when rehabilitating and/or constructing new manholes, catch basins and structures. The intent is to catch falling debris such as concrete grout mixture, soil, etc.

CONSTRUCTION DEBRIS IN INLETS

Provide inlet protection to prevent construction related debris from entering any inlet within or just outside of the project limits during and after each construction activity.

FINAL CLEANING UP

Per 104.04 of the City Supplement, clean out all sewers, drains, inlets, manholes, and other underground lines and structures built by the Contractor or affected by the Contractor's work. **Remove and install all manhole covers and inlet grates to ensure that none have been sealed shut within one week of final paving.** Clean walks, driveways, and sod strips of any construction debris, if applicable.

WORKING NEAR STREET TREES

Delete first paragraph of Section 105.071 of the City Supplement.

NIGHTTIME CONSTRUCTION

Any construction activities between the hours of 11:00 PM and 7:00 AM will not be allowed. If for any reason the work needs to be done during these hours, the Contractor must submit in writing to the City Engineer a

description of the work and the reason why it cannot be performed during non-restricted hours. If the City Engineer agrees with the request, he will issue a permit to allow the work.

UTILITIES

Listed below are the known utilities located within the project construction limits together with their respective owners:

Gas: Duke Energy: 513-421-9500 (Emergencies: 1-800-634-4300)

Electric: Duke Energy: 513-421-9500 (Emergencies: 1-800-543-5599)

Telephone: altafiber: 513-397-9900

Charter Communications (Spectrum/Time Warner): 1-877-772-2253

Cable Television: Charter Communications (Spectrum/Time Warner Cable): 1-877-772-2253

altafiber: 513-397-9900

Sanitary Sewers: Metropolitan Sewer District (MSD): 513-352-4900 (Emergencies: 513-352-4900)

Storm Sewers: Stormwater Management Utility (SMU): 513-591-5050 (Emergencies: 513-591-6000)

Water: Greater Cincinnati Water Works: 513-591-7837 (Emergencies: 513-591-7700)

Street Lighting & Traffic Signals: Traffic Engineering: 513-591-6229 (Emergencies: 513-591-6000)

PROTECTION OF UTILITIES

Two working days in advance of making a cut in the pavement or excavation in the sod space, notify OHIO811.

Contact OHIO811 at the following telephone number: 1-800-362-2764 OR 8-1-1

LOOP DETECTORS

There are existing loop detectors in this project. Exercise extreme care when working in an area with loop detectors. Use protective covers over the loop detectors. The Engineer will determine the limits of paving around loop detectors. Loop detectors are located, but not limited, to the following locations:

Hackberry St. & Madison Rd. (East Walnut Hills)

North Fred Shuttlesworth Circle & Reading Rd. (North Avondale)

SPEED HUMPS

Speed humps are located on the following street in this project:

Fairfield Ave. (East Walnut Hills) – Quantity of 4

Do not pave over the existing speed humps. The Contractor will refresh the existing speed hump pavement markings with new thermoplastic material upon completion of the surface treatment work. This work will be paid via Item 644 - Speed Hump Marking.

SITE SAFETY PLAN

Adhere to the requirements of 107.071 Site Safety Plan of the City Supplement. Adhere to the requirements of the Occupational Safety and Health Administration (OSHA) for all work, especially any work related to manholes, confined space entry, concrete sawing, air monitoring and overall employee safety.

NOTIFICATION TO AFFECTED PARTIES

Notify adjacent, abutting, and affected persons and businesses of upcoming construction activities per the requirements of 107.23 of the City Supplement, with the following exception: provide at least **24 hours** (not 48) prior to the application of the surface treatment.

Do not place door hangers or flyers in mailboxes.

SAWING PAVEMENT

Wherein the Contractor is directed to “sawcut” or “saw cut” the pavement as part of the pavement repair activities described in this contract, the operation will be limited to the usage of a diamond saw blade not exceeding 1/4 inch in width. No Vermeer™ concrete cutter or similar type of equipment utilizing a wide rotary cutting wheel will be permitted to make saw cuts on this project.

PROPER DISPOSAL OF SAWCUT SLURRY OR DUST

In accordance with the Ohio EPA, shovel or vacuum sawcut slurry or dust after sawing the pavement and remove from site. Do not allow slurry or dust to enter the sanitary/storm sewer system.

MATERIAL TESTING

It is the responsibility of the Contractor to provide safe working conditions for the City testing agent.

ITEM 103.05 – PREMIUM FOR CONTRACT PERFORMANCE BOND AND FOR PAYMENT BOND

Adhere to 103.05 of the City Supplement.

ITEM 109.051 – CONTRACT CONTINGENCY

Adhere to 109.051 of the City Supplement. A contingency amount of **\$25,000.00** is listed on the Bid Form for this item.

ITEM SPECIAL – PUBLIC RELATIONS

The Contractor is required to submit a Public Involvement Plan at the Pre-construction Meeting. The purpose of this plan includes the following:

1. To ensure frequent communications with businesses, residents, and any other stakeholders within the work area.
2. To mitigate any negative construction impacts.
3. To respond to citizen and stakeholder complaints or concerns.

In particular, the Contractor will be required to print and distribute door hanger type notices in advance of construction activities. The design of the door hanger notices must be approved by the Engineer.

The Contractor will be required to provide a project-specific website to allow the public to view and obtain information on the project. The website must be updated in a timely manner.

The Contractor is also required to coordinate activities with the DOTE public information officer.

ITEM 421 – MICROSURFACING, SURFACE COURSE

421.03 Proportioning. Revise this section as follows: Develop a mix design to comply with the mix design criteria. Delete the rest of the first paragraph and all of the second paragraph.

421.04 Quality Control Program (QCP). Delete this section.

421.09 Surface Preparation. Add the following: Before applying the mixture, thoroughly clean the surface of all vegetation and foreign material by sweeping or other satisfactory methods.

Document the locations of all utility castings and inlet grates within the project limits using stakes. Furnish and place suitable protective covers over all of the utility castings, inlet openings, and inlet grates before starting work. Upon completion of the microsurfacing work, remove all stakes and the protective covers to expose the castings and inlet grates. Utility castings and inlet grates must be free of all microsurfacing material.

421.10 Test Strip. Delete this section.

421.11 Application. Add the following: Ensure that lines at intersections are straight by using tar paper, metal sheets, or other suitable material at the longitudinal and tranverse paving limits for each street.

Sweep the pavement using a power broom or pickup sweeper as needed to remove all loose aggregate within 48 hours upon completion of the microsurfacing work. Sweep pavement again before the application of the final pavement markings. Perform a final sweeping approximately 30 days after completion of the work.

421.16 Basis of Payment. Revise the first sentence as follows: The costs of tack coat, covering and uncovering the utility castings and inlet grates, any required sanding, and sweeping of loose stone are incidental to Microsurfacing. The cost of crack sealing will be paid separately under Item 423 Crack Sealing.

Revise the second paragraph as follows: The cost to remove existing pavement markings and the cost to remove existing raised pavement markers according to 421.09 is incidental to this item of work.

ITEM 423 – CRACK SEALING, TYPE 2

For the streets in this project receiving a Microsurfacing surface treatment, seal pavement cracks with a hot applied crack sealant per the pertinent requirements of 421.09.

ITEM 611 – MANHOLE ADJUSTED TO GRADE
ITEM 1111 – VALVE CHAMBER ADJUSTED TO GRADE

This project includes an estimated quantity of this contingency item for use as directed by the Engineer.

This work consists of adjusting manholes and valve chambers to grade using precast concrete shim rings, brick and mortar, or mortar only adjustments. If necessary, these items also include minor repairs to the top sections of manhole and valve chamber domes. The repairs are limited to the top 6 inches of the dome as measured below the casting.

Adhere to the pertinent provisions of Item 1111 – Water Works Chambers of the City Supplement, and the requirements of the following Greater Cincinnati Water Works (GCWW) publication: “Rules and Regulations of the GCWW”, current edition.

For adjustment of sewer manholes, refer to Manhole Adjustment detailed drawing in **Appendix E**.

Casting Adjustment Requirements:

1. Perform utility casting adjustments prior to the surface treatment work.
2. Sawcut a square area of pavement full depth around the casting a minimum of two feet beyond the edge of the casting to accommodate suitable mechanical compaction equipment.
3. Adjust castings to the proper height using precast concrete shims. Brick and mortar adjustments are only possible with permission of the Engineer.
4. After the casting has been adjusted to grade, restore the entire void in the pavement by tacking around the perimeter of the casting and sawcut edges and filling the opening around the casting with compacted Item 301 – Asphalt Concrete Base. The maximum compacted depth of any one layer of the 301 material for these adjustments is 4 inches. Compact the final lift of 301 base flush with the surface of the pavement. The minimum depth of 301 material is 9 inches.
5. The use of dry mix concrete to fill the void around the casting is not permitted.
6. The Metropolitan Sewer District (MSD) will furnish castings needing replacement due to no fault of the Contractor. Pick-up of these items (and the return of salvaged castings) at the MSD-WWC Facility, located at 225 West Galbraith Road, is the responsibility of the Contractor. Include the cost of hauling castings in the contract price for this item.

ITEM 611 – INLET ADJUSTED TO GRADE

This project includes an estimated quantity of this contingency item for use as directed by the Engineer.

This work consists of adjusting single gutter inlet (SGI), double gutter inlet (DGI), combination type inlet (CI), old style curb inlet (3 foot or 5 foot straight-front inlets), or ditch inlet (DI) castings and lids to grade.

Sawcut the pavement full depth around the perimeter of the inlet. Raise frame with a combination of bricks and mortar to desired height and reset grate. Replacement of old style grates will be paid out of the Contract Contingency.

Adjust the lid of DI and old style curb inlets to grade using a combination of bricks and mortar to the desired height.

Broken or damaged inlet frames will be replaced by the Contractor and paid out of the Contract Contingency.

ITEM 614 – MAINTAINING TRAFFIC

Due to the difficulty of obtaining the proper amount of “No Parking” signs at the Cincinnati Police Department District offices, the Contractor will be required to print identical copies of this sign for use with the project. The cost of printing and placing these signs will be included in the cost of 614-Maintaining Traffic.

The following restrictions on local roadways will apply to the construction involved in this project:

The Contractor must perform the required work with the maximum safety of, and the least inconvenience to, the traveling public and the Contractor. The Engineer must approve any proposed variance from the Maintenance of Traffic notes, in advance, in writing. Except as modified herein, the requirements for maintaining traffic, as indicated in the “State of Ohio Department of Transportation Construction and Material Specification”, Item 614; “The Ohio Manual Of Uniform Traffic Control Devices” (OMUTCD), Part 6; and the City of Cincinnati “Traffic Safety Handbook” (Blue Book) current editions, latest revisions and pertinent items of specifications and proposal shall apply.

Use drums, signs, sign supports, barricades, impact attenuators and other traffic control devices that are certified to meet NCHRP350 safe-crash standards or are modified by contract documents. Do not use heavy, non-yielding devices or supports that do not conform to the current standards of NCHRP350 unless allowed by contract documents.

614.03 Traffic Control General

All traffic control shall conform to the requirements of the plan, standard construction drawings shown on the plan, and the OMUTCD for streets and highways, for the installation, maintenance, and operation of all traffic controls and traffic control devices. When the plans or standard construction drawings do not cover a specific traffic control situation, place the necessary traffic control devices according to the OMUTCD and use the procedures required by the OMUTCD.

1. In addition to Item 614, “Maintaining Traffic,” as set forth in the State of Ohio Department of Transportation Construction and Material Specifications, the following notes apply to the work carried out within the limits of this project.
 - a. The Contractor is required to furnish, erect, maintain and subsequently remove all lights, signs, barricades and all other traffic control devices necessary for the safety and maintenance of traffic. This includes all advance warning signage, regulatory signs, informational signs, detour signs and directional signs. Keep all equipment clean and in proper working condition. All signs shall be retroreflectorized or illuminated and of the most recent color and type as specified in the OMUTCD manual.
 - b. Replace any traffic control device that becomes moved or damaged during the duration of the project. Assign a competent person to check the work zone on a daily basis and correct any deficiencies. Make these checks before work is to start for the day to assure all devices are in place or, if not needed, are covered or removed from the site. If the Contractor is not working and no roadway hazards are present, cover or remove from the site any unnecessary signs.

- c. The standard channelizing device for closing any lane to traffic is properly weighted 36” drums or 42” cones. Tapers for lane closures have 36” drums or 42” cones. 28” cones may be used for **daytime only**, short duration closures. All channelizing devices are orange in color with a minimum of two retroreflective bands (42” cones have a minimum of four retroreflective bands). The retroreflective material used on channelizing devices has a smooth, sealed surface that will display approximately the same color day and night. Keep all retroreflective material on devices in good condition, maintaining their retroreflective properties.
 - d. Flashing arrow panels should be used for all lane closures and may be required at any time during the job or project by the project Engineer, the Inspector or a Traffic Engineering official. **Use arrow panels in the Cincinnati Business District (CBD) area** for any work within a travel lane. Arrow panels must conform to the OMUTCD Part 6, Section 6F.53, “Arrow Panels”. For a stationary lane closure the arrow panel should be located on the shoulder at the beginning of the merging taper. Where the shoulder is narrow, the arrow panel should be located in the closed lane. Use the arrow panel in combination with appropriate signs, channelizing devices and other temporary traffic control devices.
 - e. Portable changeable message (PCM) signs should be used for all extended time lane closures and may be required at any time during the job or project by the Engineer, the Inspector, or a Traffic Engineering official. PCM signs must conform to the OMUTCD Part 6, Section 6F.52, “Portable Changeable Message Signs”. Place the PCM sign within the lane closure area that provides the greatest visibility to motor vehicle traffic. Advise road users of locations where significant queuing and delays may be expected and as directed by the Engineer. Use the PCM sign in combination with appropriate signs, channelizing devices, and other temporary traffic control devices.
 - f. When flagging is necessary, the required method of flagging is with approved Stop/Slow paddles. Flags should be limited to emergency situations, intersections and low speed, low volume locations, which can best be controlled by a single flagger. The flagging operation and flagging station will conform to the OMUTCD Part 6E, “Flagger Control”.
2. Failure to comply with Maintenance of Traffic requirements will result in work progress being suspended. The Contractor will be required to remove all personnel and equipment from the City of Cincinnati Right-Of-Way until proper traffic control is in place and approved by the Department of Transportation and Engineering’s Inspector and/or Traffic Engineering official.
 3. Before work begins, submit to the Engineer the name and telephone number of a person(s) who can be reached 24 hours a day by the City of Cincinnati and all interested police agencies. This person(s) is responsible for replacing and maintaining necessary traffic control devices per the approved traffic control plan.
 4. Pedestrian protection and pedestrian access will be maintained at all times and will conform to the OMUTCD Part 6D.01, “Pedestrian Consideration”. Pedestrians’ safety is of utmost importance throughout the life of the contract or project. Pedestrians will not be led into conflicts with work site vehicles, equipment or operations. Pedestrians will not be led into conflicts with vehicles moving through or around the work site. Pedestrians will be provided with a safe, convenient and accessible path that replicates as nearly as practical the most desired characteristics of the existing sidewalk(s) or footpath(s). If the pedestrian pathway is to be closed, post signs to direct pedestrians to the safest crossing point. If the pathway is to be closed between safe crossing points, post signs in advance of the closed area at a safe crossing point or make arrangements for safe pedestrian passage. If pedestrian barriers are required by Traffic Engineering or the Project Engineer, the Project Engineer must approve the type used. **The safety of pedestrians is the responsibility of the Contractor.**

5. Notify the following groups five (5) working days prior to the start of work and three (3) working days prior to any street closure with the approval of the City Traffic Engineer or his/her designee and the Project Engineer.
 - Local Police District
 - Local Firehouses
 - Queen City Metro
 - TANK (for work in CBD)
 - Local schools
 - Local hospitals
 - Abutting property owners

The Engineer may require additional contacts.

6. If temporary signs to restrict parking are installed, notify the local police district 24 hours prior to installation and post the signs at least **24 hours** before the parking restriction listed on the sign. Dates and times on temporary signs must be properly worded and legible from a distance of 10 feet.
7. The Contractor shall make arrangements and pay for the services of an off-duty police officer and cruiser, as needed. The Cincinnati Police Department (Phone: 352-2583) and Hamilton County Sheriff's Department (Phone: 595-8513) requires advance notice for these services. The use of a police officer(s) with a marked police vehicle is encouraged and may be required by Traffic Engineering, the Project Engineer, or the ROW Inspector when work is done within a signalized intersection. Locations that will require a police officer(s) will appear in Item #14. The hiring of a police officer(s) is for assistance with traffic and pedestrian control, for the safety of the traveling public and for the safety of the Contractor's employees. The police officer(s) is considered to be employed by the Contractor and the Contractor is responsible for their actions. Although they are employed by the Contractor, the police officer's placement and duties will be determined by Traffic Engineering, the Project Engineer, or the ROW Inspector. The closing of a road for the purpose of the proposed work will only be done with advanced notification and the approval of Traffic Engineering.
8. The Contractor, through the Engineer or Inspector, is required to contact the Traffic Engineering Division at 352-6229, or Traffic Service Bureau Controller Service section at 352-4391 one week prior to any grinding or curb repair operations near vehicle loop detectors. They will coordinate with the Contractor to save the existing loops or to arrange for proper signal operation if the loop(s) must be destroyed.
9. All sub-contractors must adhere to the same Maintenance of Traffic requirements as the general Contractor. The general Contractor is responsible for all sub-contractors.
10. One week prior to any grinding or paving, notify the Traffic Engineering representative. The Traffic Engineering representative will approve or not approve the date and time with respect to area events and/or planned lane closures.
11. Roadway and sidewalk within the project limits where the main directional flow of traffic is concentrated during the hours of 6:00 AM to 9:00 AM and 3:00 PM to 6:00 PM in the CBD, or any other through street, as defined in the City of Cincinnati's Traffic Code shall remain clear of obstruction during those hours.
12. If, in the opinion of the City Engineer, the City Traffic Engineer, or his/her designee, proper provisions and maintenance of traffic or traffic controls including the use of law enforcement officers are not provided by the Contractor, the City will provide appropriate provisions to maintain safe traffic controls. The cost of these services will be charged to the Contractor.

13. Failure to follow established traffic safety requirements may constitute a violation of the Contract and subjects the Contractor to all sanctions and penalties authorized by the Cincinnati Municipal Code.
14. **Police, Fire and local resident traffic shall be maintained at all times.**
15. **The Contractor shall obtain prior approval of the Department of Transportation and Engineering, Division of Traffic Engineering for all traffic detours and roadway closures. No open trench will be left unattended. Keep all areas in the roadway and sidewalk in safe, passable condition and meet all requirements set by the Department of Transportation and Engineering's City Engineer and City Traffic Engineer or his/her designee.**
16. **The following restrictions on local roadways shall apply to the construction involved in this project. These restrictions are subject to be changed by the City of Cincinnati Traffic Engineer or his/her designee due to unforeseen circumstances or traffic conditions.**
- a. On the following streets, from the hours of 6:00 AM to 9:00 AM and from 3:00 PM to 6:00 PM, Monday through Friday, all lanes will be open and available to traffic. All other times at least two 10' lanes will be open and available to traffic (one lane in each direction). All lanes not approved for a permanent closure will be open and available to traffic when no work is being done. USE ARROW PANELS FOR ALL LANE CLOSURES OR LANE SHIFTS.
- **None**
- a. On the following streets, maintain traffic at all times. At least two 10' lanes will remain open and available to traffic (one lane in each direction) at all times or use a flagging operation to move traffic around the work site. All lanes not approved for a permanent closure will be open and available to traffic when no work is being done.
- **Bell Pl.**
 - **Gracely Dr.**
 - **North Fred Shuttlesworth Cir.**
- b. The following street(s) may be closed during work hours. Post "ROAD CLOSED TO THROUGH TRAFFIC" signs at **each** end of the street **segment** to be closed. Only one street segment may be closed at a time. Maintain local and emergency traffic at all times. Flag traffic as necessary. All lanes not approved for a permanent closure will be open and available to traffic when no work is being done.
- **The remaining streets in this project.**
- c. When working in or within 50' of the following intersection(s), a uniformed police officer with patrol car is required to assist with vehicular traffic and pedestrian traffic through the intersection(s).
- **AS DIRECTED BY THE INSPECTOR**
- d. **When working in the vicinity of any school, open all lanes of traffic from 7 AM to 9 AM, and from 2 PM to 4 PM if the school is in session.**
- e. **Most of the streets in this project carry low traffic volumes which should allow the Contractor sufficient time to complete the work. However, hours of work may be restricted based on special events/block parties, or other unplanned emergencies. The Engineer will discuss these restrictions with the Contractor as the schedule is created and adjustments will be made as necessary to both facilitate the work and traffic flow. It is also essential to avoid conflicts between other activities that may be already scheduled on various streets.**

f. Provide “LOOSE GRAVEL/FRESH TAR” signs at the beginning and end of each street receiving a surface treatment and at all intersecting streets for the duration of the work for a given street. Signs may be displayed with portable sign supports.

g. The Contractor is permitted to use traffic cones for traffic control purposes.

h. The Contractor is not permitted to use one-way traffic for MOT purposes.

i. The Contractor will have a 30-day limit on up-front pavement marking removal work and subsequent temporary striping. Upon completion of the surface treatment work, the Contractor must install temporary striping immediately.

j. The Contractor will have 30 days to complete the final striping work upon completion of the surface treatment work.

k. The Contractor may close multiple streets with the permission of the Engineer.

614.04 Work Zone Marking Signs: Install 25 MPH Advisory Speed signs with all “Construction Ahead/Road Work Ahead” signs at the limits of the streets in this project.

614.08 Flaggers: When flagging is necessary, use approved stop/slow paddles. Flags should be limited to emergency situations, intersections, and low speed low volume locations which can best be controlled by a single flagger. The flagging operation and flagging station must conform to the Ohio Manual part 6E, “Flagger Control”. The Contractor must provide dedicated flaggers for traffic control purposes. Flaggers must be present for all grinding and paving operations and have no other duties. Payment for the work of flagging will be paid under Item 614 – Maintaining Traffic, Flagging.

614.10 Work Zone Traffic Signals: Refer to section 1314 of the City of Cincinnati Supplement to State of Ohio Department of Transportation Construction and Material Specifications for the requirements of Maintenance of Existing Traffic Signals and Street Lighting Circuits.

614.11 Work Zone Pavement Markings:

1. Replace all pavement markings, which are removed or damaged during the project or job to the same or better, condition and type as before the work began.
2. The Contractor is responsible to maintain complete visible markings per original conditions, approved maintenance of traffic plans, or final plans after each workday.
3. Place all temporary pavement markings to retain lane assignments and shy away from areas near curbs, islands, etc., unless otherwise directed by the Engineer. Install these temporary pavement markings with the same professional alignment and general positive guidance that is utilized with the permanent pavement markings.
4. After the Engineer has approved the layout of the temporary pavement markings, apply permanent pavement markings in thermoplastic.
5. The Engineer will provide inspection and approve the layout. The Contractor will perform the layout.

ITEM 614 - WORK ZONE CENTER LINE, CLASS 1, 642 PAINT

ITEM 614 - WORK ZONE STOP LINE, CLASS 1, 642 PAINT

ITEM 614 - WORK ZONE CROSSWALK LINE, CLASS 1, 642 PAINT

Remove existing pavement markings and install Work Zone pavement markings prior to the surface treatment work.

The Contractor is responsible to maintain visible markings after each workday.

Paint must be machine applied and include glass beads. Spray painted markings from aerosol cans of paint are not acceptable.

Install markings with the same professional alignment and general positive guidance that is utilized with the permanent markings.

Layout the locations of all pavement markings to assure their proper placement. Contact the construction inspector or his/her designee to schedule approval of the pavement marking layout and pre-marking lines on the intermediate and surface course. The Contractor must perform the layout.

ITEM 614 – LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE

This project includes an estimated quantity of this contingency item for use as directed by the Engineer.

Use this item of work only at signalized intersections, in unsafe conditions, or where authorized by the Engineer.

The Cincinnati Police Department (phone: 352-2583) requires advance notice for these services.

The Contractor must submit sign in/sign-out ticket on a daily basis to verify payment hours.

ITEM 619 – FIELD OFFICE, TYPE B

The Contractor must provide a field office for the exclusive use of the City for the duration of the contract. The location of the field office must be approved by the Engineer.

The field office must include a separate enclosed room for the City's representative with a separate phone line provided with push button phone and a meeting space with table and chairs, and a fax machine.

One off-site parking space only is required for the City inspector within one block of the job site.

Use an existing permanent building with bathroom facilities as the field office. Trailers and port-o-lets are not permitted on this job.

The Contractor's staging area will NOT be provided by the City. The Contractor must rent space in an off-street parking lot. No curb space in addition to that which is required for the work underway will be closed off.

AMENDMENT OF STREET OR GROUP OF STREETS PRIOR TO NOTICE TO PROCEED

Prior to the construction schedule being approved by the City and prior to the issuance of the Notice to Proceed, the City may amend (add, deduct, replace) the list of streets being rehabilitated. The Contractor will not be entitled to any additional compensation for such amendments unless the following applies.

In the case of added or replaced streets or “group of streets”, costs associated for mobilization (prime and sub-contractors), mark up, and potential loss of production will only be considered for compensation by the City if the added or replaced streets or “group of streets” are more than a 3-mile radius from the nearest street in the contract (as measured radially from any point on the street). Otherwise, all mobilization costs will be considered incidental to the contract.

AMENDMENT OF STREET OR GROUP OF STREETS AFTER THE NOTICE TO PROCEED

After the construction schedule is approved by the City and after the issuance of the Notice to Proceed, the City may amend (add, deduct, replace) the list of streets being rehabilitated. The Contractor will not be entitled to any associated mobilization costs/compensation for added or replaced streets or “group of streets” that are located within a 1-mile radius of the nearest street in the contract (as measured radially from any point on the street).

If the added or replaced streets or “group of streets” are more than a 1-mile radius away from a contract street, the Contractor will be compensated for associated mobilization costs under Item Special – Mobilization greater than a 1-mile radius but less than a 3-mile radius or Item Special – Mobilization greater than a 3-mile radius.

Contract unit pricing will apply to all work quantities that result from added and/or replaced streets.

For streets to be considered a “group of streets”, they must be located within a 1-mile radius of each other (as measured radially from any point on the street).

ITEM SPECIAL – MOBILIZATION GREATER THAN A 1 MILE RADIUS BUT LESS THAN A 3 MILE RADIUS

After the construction schedule is approved by the City and after the issuance of the Notice to Proceed, the City may amend (add, deduct, replace) the list of streets being rehabilitated. The Contractor will be entitled to associated mobilization costs for added or replaced streets or “group of streets” that are greater than a 1-mile radius but less than a 3-mile radius away from the nearest street in the contract (as measured radially from any point on the street).

This contingency item is to cover Contractor’s associated mobilization costs such as sub-contractor’s mobilization, mark up, loss of production, etc.

Contract unit pricing will apply to all work quantities that result from added and/or replaced streets.

For streets to be considered a “group of streets”, they must be located within a 1-mile radius of each other (as measured radially from any point on the street).

The City will pay for accepted quantities at the unit price bid for Item Special – Mobilization greater than a 1-mile radius but less than a 3-mile radius (Each).

Additional costs for the Maintenance of Traffic will be compensated for via “change order” or “contingency allocation”.

Additional costs for the contract bond above the sum of all of the contract’s contingency item amounts will be compensated for via “change order” or “contingency allocation”.

ITEM SPECIAL – MOBILIZATION GREATER THAN A 3 MILE RADIUS

After the construction schedule is approved by the City and after the issuance of the Notice to Proceed, the City may amend (add, deduct, replace) the list of streets being rehabilitated. The Contractor will be entitled to associated mobilization costs/compensation for added or replaced streets or “group of streets” that are greater than a 3-mile radius away from the nearest street in the contract (as measured radially from any point on the street).

This contingency item is to cover Contractor’s associated mobilization costs such as sub-contractor’s mobilization, mark up, loss of production, etc.

Contract unit pricing will apply to all work quantities that result from added and/or replaced streets.

For streets to be considered a “group of streets”, they must be located within a 1-mile radius of each other (as measured radially from any point on the street).

The City will pay for accepted quantities at the unit price bid for Item Special – Mobilization greater than a 3-mile radius (Each).

Additional costs for the Maintenance of Traffic will be compensated for via “change order” or “contingency allocation”.

Additional costs for the contract bond above the sum of all of the contract’s contingency item amounts will be compensated for via “change order” or “contingency allocation”.

ITEM SPECIAL – PAVEMENT MARKING DOCUMENTATION AND LAYOUT

The Contractor will be required to document the configuration of the existing pavement markings and replicate this layout for the application of the permanent pavement markings after the completion of the surface treatment work. The Contractor should utilize fixed objects, such as light and sign posts, curbing, utility castings, fire hydrants, etc., to witness the location of the existing pavement markings.

The Contractor is responsible for documenting the existing pavement markings on all the other streets in this project (see **Appendix B**) and providing the layout for the final striping work.

This item of work will be paid as follows:

Item	Unit	Description
Special	Lump Sum	Pavement Marking Documentation and Layout

ITEM 644 – CENTER LINE
ITEM 644 - CHANNELIZING LINE
ITEM 644 – STOP LINE, 24”
ITEM 644 – CROSSWALK LINE, 6”
ITEM 644 – CROSSWALK LINE, 12”
ITEM 644 - SPEED HUMP MARKING

Use thermoplastic material for final pavement markings on surface course, unless otherwise noted.

Notify the Engineer at least 3 days in advance of applying the permanent pavement markings. The Engineer must inspect and approve the layout prior to the application of pavement markings.

It may be necessary to remove minor sections of existing line striping in order to line up with the new striping. Remove all existing pavement markings which conflict with the final pavement markings by waterblasting or other methods with the approval of the Engineer, per 641.10. Cost for this work is incidental to the cost of the new pavement markings.

Utilize 3M™ Wet Reflective Elements (or approved equal) meeting the following requirements for the edge, lane, and center line pavement markings in this project:

MATERIALS

Bonded Core Elements (surface-drop): The bonded core reflective elements shall contain either clear or yellow tinted microcrystalline ceramic beads bonded to the core. All “dry-performing” microcrystalline ceramic beads bonded to the core shall have a minimum index of refraction of 1.7 when tested using the liquid oil immersion method. All “wet performing” microcrystalline ceramic beads bonded to the core shall have a minimum index of refraction of 2.30 when tested using the liquid oil immersion method.

Refractive Index of Beads by Liquid Immersion Method

Equipment:

- Microscope (minimum 100X magnification).
- Light source-preferably sodium light or other monochromatic source, but not absolutely essential.
- Refractive index liquids. (Available from R.P. Cargill Laboratories, Inc, Cedar Grove, NJ).
- Microscope slide and slide cover.
- Mortar and pestle.

Procedure:

- Using the mortar and pestle, crush a few representative beads and place a few of these crushed particles on a microscope slide.
- Place a drop of a refractive index liquid, with an index as close to that of the crushed particles as can be estimated, on the particles.
- Cover the slide with a microscope slide cover and view the crushed particles by transmitted light normal to the slide surface (illuminated from the bottom).
- Adjust the microscope mirror to allow a minimum light intensity for viewing. This is particularly important if sodium light is not used.
- Bring a relatively flat and transparent particle into focus by slightly raising and lowering the objective (microscope tube), look for one or both of the following:
 - Becke Line – This light line will appear to move either into the particle or away from it. In general, if the objective is lowered, the line will move toward the material of lower index.

- Variation in Particle Brightness – When raising the objective from a sharp focus, the particle will appear to get brighter or darker than the surrounding field. If it becomes brighter, the particles have a higher refractive index than the liquid. If it becomes darker, the glass has a lower refractive index than the liquid. In both cases, the opposite will be true if the objectives lowered.
- This test can be used to confirm that the beads are above or below a specified index. It can also be used to give an accurate determination of the index (+ or – 0.001). This is done by using several refractive index liquids until a match or near match of indices occurs. The index of the glass will equal that of the liquid when no becke line and no variation in bed brightness is observed.

APPLICATION REQUIREMENTS

Equipment: The equipment shall be capable of application of bonded core elements and glass spheres to the surface of the pavement marking by double drop application. The element dispenser for the first drop shall be attached to the striping machine in such a manner that the elements are dispensed closely behind the thermoplastic application device (ribbon gun, screed, and spray gun). The bead dispenser for the second drop shall be attached to the striping machine in such a manner that the beads are dispensed immediately after the first drop (bonded core elements).

The applicator for the bonded core elements and glass spheres shall be equipped with an automatic cut-off control that is synchronized with the cut-off of the thermoplastic material. The applicator shall be capable of delivering a uniform drop rate at variable thermoplastic application speeds.

The bonded core elements and glass spheres are applied such that they appear uniform on the entire traffic stripe and markings and that they are embedded 50%-60% for adhesion to the thermoplastic marking.

Application Plan:

Reflective Media Application – The specified reflective media shall be dropped at rates to achieve the following coating weights.

Reflective Media Drop Rates	Glass Spheres	Bonded Core Elements
Pounds per 4-inch linear foot	0.026 lbs/4-inch lf	0.011 lbs/4-inch lf
Grams per 4-inch linear foot	15 grams/4-inch lf	5 grams/4-inch lf
Pounds per 100 sq.ft.	12.5 lbs/100 sq.ft.	3.3 lbs/100 sq.ft.
Grams per sq.m.	486 grams/sq.m.	161 grams/sq.m.

Adhesion – The Contractor shall ensure that the thermoplastic marking is well adhered to the road surface, and that the glass spheres and bonded core elements are well adhered to the binder with 50% to 60% embedment.

Retroreflectivity – The Contractor shall ensure that the reflectorized thermoplastic pavement marking meets the following performance criteria:

Retroreflective Performance	White	Yellow
Dry (ASTM E 1710)	400	325
Wet recovery (ASTM E2177)	350	275
Wet Continuous (SSTM E2176)	100	75

The average initial retroreflectance shall be determined according to the measurement and sampling procedures outlined in ASTM D 6359, using a 30 meter retroreflectometer. The 30 meter retroreflectometer shall measure the coefficient of retroreflected luminance, RL, at observation angle of 10.5 degrees and an entrance angle of

88.76 degrees. RL shall be expressed in units of millicandelas per square foot per foot-candle $[(\text{mcd}(\text{ft}^{-2})(\text{fc}^{-1}))]$. The metric equivalent shall be expressed in units of millicandelas per square meter per lux $[(\text{mcd}(\text{m}^{-2})(\text{lux}^{-1}))]$.

Initial performance of the pavement markings shall be measured within 7 days after application.

Wet retroreflectance values measured under a “condition of continuous wetting” (simulated rain) shall be in accordance with ASTM E2176, and to reduce variability between measurements, the test method shall be performed in a controlled laboratory environment while the marking is positioned with a 3 to 5 degree lateral slope. Measurements shall be reported as an average of a minimum of three locations. A sample of the complete finished product shall be applied to flat panels during application and brought back to the lab for testing.

APPENDIX

- A..... List of Streets – Estimated Quantities
- B..... Estimated Pavement Marking
Quantities
- C..... City Community Location Map
- D..... Instructions & Guidelines for
Requesting Temporary Parking
Restrictions
- E..... Standard Drawing for Manhole
Adjusted to Grade

**CITY OF CINCINNATI
DEPT. OF TRANSPORTATION & ENGINEERING**

2026 PREVENTIVE MAINTENANCE - SURFACE TREATMENTS

TOTAL AREA (SY) ----->> **146,500**

TOTAL AREA (LANE-MILE) ----->> **25.0**

STREET	FROM	TO	PAV'T. AREA (SY)	YEAR PAVED	CRACK SEALING (SY)	MICRO- SURFACING (SY)
					136,800	146,500
AVONDALE						
ALAMEDA PL	RIDGEWAY AVE	CARPLIN PL	590	2014	590	590
BONFIELD DR	BAXTER AV	NORWICH LN	2,230	2013	2,230	2,230
CARPLIN PL	READING RD	HARVEY AV	3,285	2014	3,285	3,285
FOREST PARK DR	ALASKA AV	NORTH & SOUTH END	2,310	2011	2,310	2,310
HAVEN ST	FOREST AV	EHRMAN AV	2,760	2013	2,760	2,760
NORWICH AVE	EHRMAN AVE	BAXTER AVE	940	2013	940	940
NORWICH LN	BAXTER AV	DUNKIRK ST	1,995	2013	1,995	1,995
RIDGEWAY AVE	HARVEY AV	READING RD	1,875	2014	1,875	1,875
EAST WALNUT HILLS						
BELL PL	MCMILLAN ST	WM H TAFT RD	2,230	2012	2,230	2,230
FAIRFIELD AVE	MADISON RD	DEXTER AV	5,760	2014	5,760	5,760
FERNWOOD ST	HACKBERRY ST	CLEINVIEW AV	645	2012	645	645
HACKBERRY ST	WM H TAFT RD	MADISON RD	2,690	2011	2,690	2,690
KEYS CRESCENT	MADISON RD	MADISON RD	3,930	2012	3,930	3,930
MYRTLE AV	WOODBURN AV	VICTORY PKWY	5,520	2011	5,520	5,520
EVANSTON						
FERNSIDE PL	BLAIR AV	JONATHAN AV	3,285	2014	3,285	3,285
HARVARD AV	GILBERT AV	MERRIMAC ST	1,880	2013	1,880	1,880
MERRIMAC ST	DURREL AV	WOODBURN AV	1,700	2013	1,700	1,700
RUTLAND AV	TRIMBLE AV	MONTGOMERY RD	2,055	2013	2,055	2,055
MADISONVILLE						
JAMESON ST	SOUTH END	MADISON RD	2,080	2016	2,080	2,080
PEABODY AV	WHETSEL AV	ORLANDO PL	2,830	2016	2,830	2,830

Appendix A
(1/2)

STREET	FROM	TO	PAVT. AREA (SY)	YEAR PAVED	CRACK SEALING (SY)	MICRO- SURFACING (SY)
STAFFORD ST	ERIE AV	MADISON RD	2,670	2016	2,670	2,670
THOBURNE ST	ERIE AV	ROE ST	1,410	2015	1,410	1,410
MT. AIRY						
AIRY CT	MONFORTHILLS AV	EAST END	1,350	2012	1,350	1,350
CHESTERFIELD CT	SHADYMIST LN	EAST END	940	2012	940	940
FOXGLOVE LN	GOLDENROD DR	WEST END	1,410	2012	1,410	1,410
GOLDENROD DR	COLERAIN AV	LITTLE FLOWER AV	4,225	2012	4,225	4,225
NORTH RAEBURN DR	RAEBURN DR	NORTH END	1,015	2011	1,015	1,015
RAEBURN LN	RAEBURN DR	SOUTH END	600	2011	600	600
RAEBURN TR	RAEBURN DR	NORTH END	2,611	2011	2,611	2,611
WHITEWOOD LN	EAST END	WEST END	3,815	2012	3,815	3,815
NORTH AVONDALE						
N FRED SHUTTLESWORTH CIR	READING RD	GREENWOOD AV	9,700	1997	-	9,700
(NOTE: THIS STREET WAS CRACK SEALED IN 2025)						
OAKLEY						
ANDREW AV	MADISON RD	ANDREW PL	2,990	2012	2,990	2,990
ANDREW PL	WEST END	EAST END	645	2012	645	645
EILEEN DR	MADISON RD	MARKBREIT AV	3,110	2012	3,110	3,110
MILLSBRAE AV	HYDE PARK AV	MARKBREIT AV	6,100	2012	6,100	6,100
SAYLER PARK						
GRACELY DR	ZINN PL	KIBBY LN	38,714	2012	38,714	38,714
HUEY ST	HILLSIDE AV	SOUTH END	2,990	2012	2,990	2,990
MONITOR AV	RIVER RD	HILLSIDE AV	8,740	2012	8,740	8,740
PRESCOTT ST	HUEY AV	REVERE AV	1,055	2012	1,055	1,055
THISBE AV	HILLSIDE AV	HOME CITY AV	1,115	2012	1,115	1,115
WREN ST	WHIPPLE ST	HUEY AV	705	2012	705	705

Appendix A
(2/12)

ESTIMATED PAVEMENT MARKING QUANTITIES			TOTALS:					8	NOTES
			13,110 (FT)	100 (FT)	400 (FT)	540 (FT)	1,140 (FT)	(EACH)	
COMMUNITY/ STREET	FROM	TO	CENTER LINE	CHANNELIZ. LINE	STOP LINE, 24"	X-WALK 6 INCH	X-WALK 12 INCH	SPEED HUMP MARKING	
AVONDALE									
Bonfield Dr.	Baxter Ave.	Norwich Ln.							COVER UP BOTH "25 MPH" PAVEMENT TATOOS
Carplin Pl.	Reading Rd.	Harvey Ave.	50		15	40			
Norwich Ave.	Ehrman Ave.	Baxter Ave.			15				
Ridgeway Ave.	Harvey Ave.	Reading Rd.	130		25				
EAST WALNUT HILLS									
Bell Pl.	McMillan St.	Wm. Howard Taft Rd.	50		30		200		
Fairfield Ave.	Madison Rd.	Dexter Ave.						8	
Hackberry St.	Madison Rd.	Wm. Howard Taft Rd.		100	25				
Keys Crescent	Madison Rd.	Madison Rd.	50		15	60			
Myrtle Ave.	Woodburn Ave.	Victory Pkwy.	120		20		140		
EVANSTON									
Merrimac St.	Durrel Ave.	Woodburn Ave.			20	65	100		
MADISONVILLE									
Stafford St.	Erie Ave.	Madison Rd.			15				
NORTH AVONDALE									
N. Fred Shuttlesworth Cir.	Reading Rd.	Greenwood Ave.	70		30				
OAKLEY									
Millsbrae Ave.	Hyde Park Ave.	Markbreit Ave.			15	65			
SAYLER PARK									
Gracely Dr.	River Rd.	Kibby Ln.	12300		90	70	300		
Monitor Ave.	River Rd.	Hillside Ave.	340		85	240	400		

Appendix B
(1/1)

INSTRUCTIONS AND GUIDELINES FOR REQUESTING TEMPORARY PARKING RESTRICTIONS



This information is provided to assist you in requesting authorization to temporarily restrict parking within the City of Cincinnati. It is imperative that you **read, understand, and follow** the steps outlined. Failure to adhere to these instructions may result in the requested restriction either being denied and/or unenforceable.

Appendix D
(1/2)

1. BEFORE SUBMITTING YOUR REQUEST FORM:

- a) You **MUST** have either:
 - A valid permit from the City Department of Transportation & Engineering (DOTE), Right-of-Way Section, or
 - An approved CPD event application (**Form 700**, **Form 710**, or **Form 720**) through the Special Events UnitA copy of one of the above items will be attached to the parking restriction request form you complete at the police district. Requests will not be accepted without a valid DOTE issued permit or approved CPD event form.
- b) Generally, the **only** locations where parking may be temporarily restricted are those where parking is already **legal**. Placement of parking restriction signs in any **"No parking"** zone, e.g. a "Bus stop", "Taxi Stand", is prohibited. Parking restrictions for a "6am-9am zone" or "3pm-6pm zone" may only be requested if the request does **NOT** interfere with these restricted times.
- c) Requests for temporary parking restrictions **must be made at the police district where the restriction is geographically located**. If you are not certain of the police district, contact any police district for assistance in verifying the location. This will save you unnecessary inconvenience.
- d) The Parking Restriction Request must be submitted and approved far enough in advance to comply with minimum time requirements for placing the signs/meter bags, or the request may be unenforceable. Also, do not place signs/meter bags in advance of the maximum allowed hours:
 - To temporarily restrict parking in an area that is not otherwise restricted, your request form must be submitted /approved, AND the restriction sign(s) posted a **minimum of 24 hours in advance, but not more than 36 hours in advance**. **IF** a vehicle displaying the proper handicap markings is parked within the restriction, contact the police district desk officer for further assistance.
 - To temporarily restrict parking in metered parking spaces only, your request form must be submitted/ approved, AND the restriction sign(s)/meter bag(s) posted a **minimum of 14 hours in advance, but not more than 24 hours in advance**.

Due to the differences in the timeframes outlined above, it is crucial you know the type of zone, and the exact address (or parking meter numbers), where you are requesting a temporary parking restriction.

2. SUBMITTING THE REQUEST FORM:

- a) You are required to go to the police district where the restriction is geographically located.
- b) The Parking Restriction Request Form requires the following:
 - Attaching a copy of the valid permit issued by DOTE or the approved CPD event application
 - The reason for the temporary parking restriction request
 - The date(s) and specific times (beginning and ending) the restriction will be in effect
 - The type of parking area / zone to be restricted
 - Specific address(es) and/or parking meter numbers to be restricted
 - The date and time the signs/meter bags will be posted, and by whom
 - A telephone number you may be reached at, if necessary
- c) You must sign the Parking Restriction Request Form, acknowledging you have read and understand the requirements and limitations of the request you are making.
- d) The desk officer will review the form for accuracy / completeness, attach a copy of your valid DOTE permit or approved CPD event application, and answer any questions.
- e) You will be provided with an appropriate quantity of temporary parking restriction signs and parking meter bags, if needed.

3. POSTING PARKING RESTRICTION SIGNS / METER BAGS:

- a) Post all signs in an elevated, conspicuous / visible manner, on an existing post, pole, temporary stake or post of your own (parking meters should have the restriction sign attached directly to the meter head).
- b) Parking restriction signs should be placed **no farther than 40' feet apart** (approximately two car lengths), or the restriction may be unenforceable.
- c) If applicable, place parking meter bags on the parking meters.
- d) Parking restriction signs with specific times and dates **must** accompany parking meter bags, or the bags will be removed and enforcement will **not** be taken.
- e) Parking meters bags must be securely placed; enforcement will **not** be taken if a meter bag is not in place.
- f) When you have completed posting the signs/meter bags, you **must** contact the respective police district and notify the desk officer that they have been posted:

<input type="checkbox"/> DISTRICT ONE	513-352-3505	<input type="checkbox"/> DISTRICT TWO	513-979-4400
<input type="checkbox"/> DISTRICT THREE	513-263-8300	<input type="checkbox"/> DISTRICT FOUR	513-569-8600
<input type="checkbox"/> DISTRICT FIVE	513-569-8500	<input type="checkbox"/> CENTRAL BUSINESS SECTION	513-352-5420

The minimum time requirement begins when the police district desk officer receives your notification

- g) You may go to the police district in-person to complete your notification. Enforcement action **cannot be taken** until the minimum required hours have elapsed from the time you make your notification.

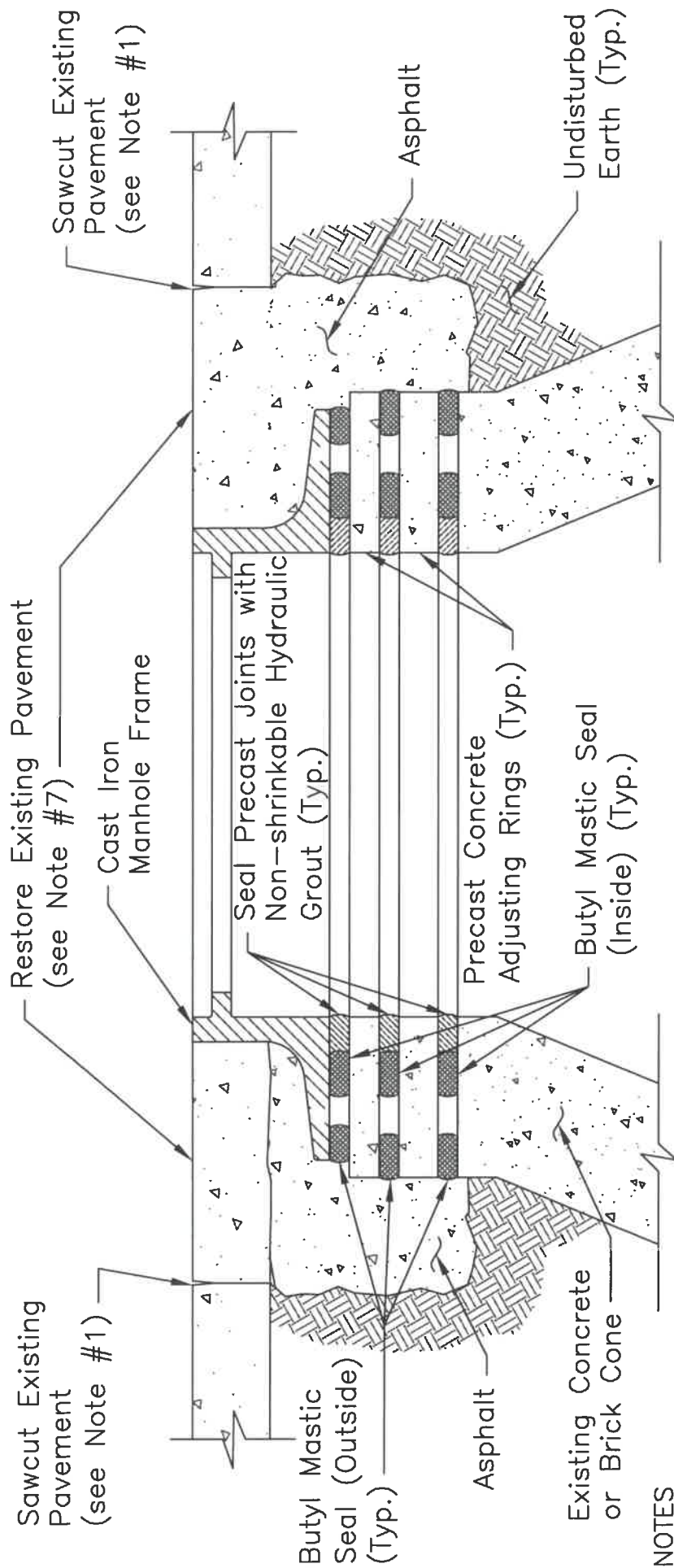
4. FOLLOWUP RESPONSIBILITIES

- a) It is your responsibility to monitor the restriction signs /meter bags to ensure they remain in place. If they are missing due to adverse weather or acts of mischief, they may not be enforceable.
- b) **All** signs and meter bags **must** be taken down and destroyed upon completion, or future requests may be denied.

UNLESS SPECIFICALLY INDICATED ON YOUR VALID DOTE PERMIT OR APPROVED CPD EVENT APPLICATION, PARKING DURING RESTRICTED "RUSH HOURS" (6AM-9AM or 3PM-6PM) IS NOT AUTHORIZED.

EMERGENCY CONSTRUCTION/REPAIRS TO UTILITIES OR OTHER EXIGENT CIRCUMSTANCES MUST BE APPROVED BY A DISTRICT SUPERVISOR, AND THE PROPER DOTE PERMIT MUST OBTAINED AS SOON AS POSSIBLE.

Direct questions pertaining to Right-of-Way permits to Mr. Dave Berens,
DEPARTMENT OF TRANSPORTATION & ENGINEERING, RIGHT-OF-WAY SECTION
City Hall; 801 Plum Street, Suite #450, Cincinnati, Ohio 45202
Telephone: 513-352-3463, Fax: 513-352-5397.
Email: dave.berens@cincinnati-oh.gov



NOTES

1. SAWCUT A SQUARE AREA OF PAVEMENT (FULL-DEPTH) AROUND ALL MANHOLES, ADJUSTED WITH CONCRETE RINGS, A MINIMUM OF 2 FEET BEYOND THE EDGE OF THE CASTING PRIOR TO MACHINE PAVING.
2. RESTORE CUT WITH ASPHALT FROM THE BOTTOM TO EXISTING STREET PAVEMENT SURFACE.
3. REPLACE ALL MANHOLE FRAMES AND COVERS, OTHER THAN STANDARD, WITH STANDARD CASTINGS (ACC. NO. 49005).
4. PROVIDE ADJUSTING RINGS WITH A MINIMUM OF 1 -#3 CONTINUOUS REINFORCING BAR IN THE CENTER.
5. PROVIDE "CONSEAL" BUTYL MASTIC SEAL OR APPROVED EQUAL.
6. OFFSET INSIDE AND OUTSIDE BUTYL MASTIC SEAL SEAMS BY 180°.
7. RESTORE PAVEMENT USING COMPACTED 301 ASPHALT CONCRETE BASE IN 4 INCH MAXIMUM LIFTS.
8. AFTER ADJUSTMENT WORK, PLACE A COMPACTED HOT-MIX ASPHALT WEDGE AROUND RAISED CASTING WITH A MINIMUM DIAMETER OF 4 FEET FOR A 1 INCH OVERLAY AND 6 FEET FOR A 1.5 INCH OVERLAY, OR AS DIRECTED BY THE ENGINEER.

SEWER MANHOLE ADJUSTMENT
WITH PRECAST CONCRETE RING & MORTAR
STREET REHABILITATION DETAIL DRAWING
NOT TO SCALE REVISED: 8/7/13

STANDARDS — SUBSTITUTIONS

The name or make (brand) of any article, device, material, form of construction, fixture, etc., named in this specification, whether or not the words “or approved equal” are used, shall be known as a standard.

All prices quoted on the main proposal sheet **MUST** be based on furnishing the standards (brands) of materials and equipment specified herein in the Specifications or on the Plans **WITHOUT SUBSTITUTIONS**, to permit proper comparison of bids.

In addition, bidders may offer **SUBSTITUTIONS** for the Standards (brands) of material and equipment specified herein in the Specifications provided the bidder adheres to the following:

- (a) List complete information for all proposed substitutions on the **SUBSTITUTION SHEET** on the reverse side of this form indicating any addition or deduction to the price quoted on the main proposal sheet as applicable. This information **MUST** be submitted with the bid.
- (b) Upon request, furnish complete specifications and descriptions of the substitute material or equipment proposed. Such descriptive and detailed information shall be complete and at least equal in detail to the specifications contained herein for the item for which the substitution is offered.

Substitutions will be given consideration by the City. The Contractor may furnish only those substitute items included in his proposal and approved by the City.

If no **SUBSTITUTIONS** are indicated on the **SUBSTITUTION SHEET** on the reverse side of this form, or if **SUBSTITUTIONS** offered are not approved by the City, the Contractor shall furnish the **STANDARD** (brand) specified in the attached specifications.

No additional **SUBSTITUTIONS** will be permitted after the award of the contract.

If a substitution creates any additional costs for the branch of work under which it is offered or for any other branch of the work, or for the City or the Consultant, such additional costs shall be borne by the contractor offering the substitute.

(continued)

AFFIDAVIT OF GENERAL OR MECHANICAL BRANCH CONTRACTOR FOR PARTIAL PAYMENT

STATE OF OHIO

COUNTY OF _____

Before me, the undersigned Notary, _____ [name of Notary before whom affidavit is sworn],

on this _____ [day of month] day of _____ [month], 20____, personally appeared

_____ [name of Affiant], known to me to be a credible person and of lawful age,

who being by me first duly sworn, on _____ [his or her] oath, deposes and says:

The Affiant is the _____ [title] of _____ [company],
the General or Mechanical Branch Contractor.

The Affiant also states that the Invoice requesting a partial payment, attached herewith, includes payments that will be made to the following sub-contractors, in accordance with City of Cincinnati Municipal Code Sections 319-9 and 321-125, within 10 days after receipt of payment from the City:

Name	Address	Trade	Is Sub-Contractor's Work Now Complete?

The Affiant also states that all previous payments due to sub-contractors have been made.

_____ [signature of Affiant]

_____ [typed or printed name of Affiant]

_____ [address of affiant, line 1]

_____ [address of affiant, line 2]

Subscribed and sworn to before me, this _____ [day of month] day of _____ [month], 20____.

[Notary Seal:]

_____ [signature of Notary]

_____ [typed or printed name of Notary]

NOTARY PUBLIC

My commission expires: _____, 20____.

CONTRACTORS INSURANCE

1. ALL INSURANCE

1.1 General

It shall be the responsibility of the contractor to protect all life and property, and to protect himself, subcontractors, and the City from operations carried out in the performance of this contract.

The contractor shall secure Workers' Compensation insurance, General Liability, Automobile Liability, and other insurance as described below and on the reverse side hereof, as well as any other insurance which the City feels is necessary.

The insurance carrier shall be licensed to write insurance in the State of Ohio and the policies(s) shall be in full force as of the date of the contract and shall not be changed or canceled unless the insured and the City Purchasing Agent are notified in writing not less than thirty days prior to such change or cancellation. If any part of the contract is sublet, the contractor is responsible for the part sublet being adequately covered by insurance as specified herein.

1.2 Proof of Carriage

The policies or certificates of proof shall be delivered in triplicate to the City Purchasing Agent, 805 Central Avenue, Suite 234, Cincinnati, Ohio 45202-1972.

2. STATE OF OHIO WORKERS COMPENSATION INSURANCE

2.1 Coverage Required

State of Ohio Workers' Compensation insurance for all employees employed at the site of the project, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide State of Ohio Workers' Compensation insurance for all the latter's employees unless such employees are covered by the protection afforded by the contractor.

2.2 Proof of Carriage

Certificate or Policy

3. GENERAL LIABILITY INSURANCE

3.1 Coverage Required

At least the types of Liability Insurance and in the amounts specified on the reverse of the form. This insurance shall protect the contractor and any subcontractor performing work covered by the contract and the City of Cincinnati from all claims for personal injury and property damage, which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor or by anyone directly or indirectly employed by either of them.

3.2 Proof of Carriage

(a) A policy or policies naming the contractor, subcontractors, and the City of Cincinnati as an additional insured or,

(b) A Certificate of Insurance executed by the insuring company or its authorized agent indicating that the contractor and subcontractors have the specified coverage and endorsed to include the City of Cincinnati as an additional insured. In addition, a copy of the additional insured endorsement to the actual policy is required.

4. OTHER INSURANCE

4.1 Coverage Required

At least the types and in the amounts specified on the reverse of this form. When hazards exist which are not normally covered by general liability insurance they shall be covered by a rider to the general liability policy or by a separate policy.

4.2.1 Demolition Coverage

When demolition work is performed, demolition coverage is required by a rider to the general liability policy or by a separate policy.

4.3 Proof of Carriage

Unless otherwise specified, proof shall be in the form stated in section 3.2.

5. FAILURE TO KEEP INSURANCE IN EFFECT

If insurance is permitted to lapse, payment for work done or commodity furnished during the period when the insurance is not in effect will be withheld by the City. Reinstatement of insurance effective to the date when it lapsed will be required before payment by the City will be made for the withheld amount.

BASIC INSURANCE COVERAGE

General Liability

Combined Single Limit-	BI & PD	\$1,000,000 Per Occurrence
	Personal Injury	\$1,000,000 Per Occurrence
	Aggregate	\$2,000,000

Automobile Liability

Combined Single Limit-	BI & PD	\$1,000,000 Per Occurrence
	Aggregate	\$1,000,000

Note: Coverage should include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Builders Risk

"All Risk" Builders Risk policy which shall provide Fire and Extended Coverage, Vandalism and Malicious Mischief coverage for an amount equal to one hundred percent (100%) of the completed value of the project and shall be written in the Owner's and Contractors name.