

**VILLAGE OF SILVER LAKE**  
2961 KENT ROAD  
SILVER LAKE, OH 44224  
Phone: 330-923-5233



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**PROPOSAL - FORM OF CONTRACT**

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2024  
COLD MILLING AND  
RESURFACING PROJECT

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**Contract Information**

Date of Bidding: June 18,2024  
Time: 9:00am  
Contract Price: \_\_\_\_\_  
Date Awarded: \_\_\_\_\_  
Date Executed: \_\_\_\_\_

**Bidder's Information**

Name: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Street: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Zip: \_\_\_\_\_

**SPECIFICATIONS  
FOR  
VILLAGE OF SILVER LAKE**

2024 Cold Milling and Resurfacing

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ATTENTION  
GENERAL CONTRACTORS  
PUBLIC IMPROVEMENT CONTRACTS  
VILLAGE OF SILVER LAKE, OHIO  
DEPARTMENT OF PUBLIC SERVICE

PUBLIC IMPROVEMENT CONTRACTS ARE AWARDED BY THE COUNCIL TO A GENERAL CONTRACTOR WHO IS ENTIRELY RESPONSIBLE TO THE VILLAGE FOR THE WORK UNDER THE TERMS OF THE PROPOSAL CONTAINED HEREIN.

PAYMENTS FOR WORK ARE MADE DIRECTLY TO THE GENERAL CONTRACTOR.

## LEGAL NOTICE

Notice is hereby given that sealed proposals will be received in the Administrative offices, Village Hall Building, 2961 Kent Road, Silver Lake, OH 44224, until 9:00am, Tuesday, June 18, 2024, for the 2024 Cold Milling and Resurfacing Project, all in accordance with specifications now on file, and available to prospective bidders, on the Village of Silver Lakes website; <http://villageofsilverlake.com>.

Each proposal must contain the full name of the party or parties submitting the bid and must also be accompanied by a bond or certified check in the sum of 100% of the total amount of each bid, on a solvent bank as a guarantee that if the bid is accepted a contract will be entered into. The Village Council reserves the right to reject any or all bids and to waive any informality in any proposal.

Bids are to be submitted on the "Proposal Form" provided in the bidding documents and shall be enclosed in sealed envelope plainly marked "2024 Cold Milling and Resurfacing Project" and shall bear the name(s) of the bidders.

By: Mark W. Lipan,  
Director of Public Service

**Published on:**

Week of June 3, 2024

Week of June 10, 2024

**Bid Opening:**

Tuesday, June 18, 2024

## INSTRUCTION TO BIDDERS

### 1. DEFINITIONS

Owner – The Village of Silver Lake  
Contractor – Contractor awarded this contract

### 2. BIDDING PROCEDURE

Sealed bids for the 2024 Cold Milling and Resurfacing Project will be received by the Director of Public Service, Village Hall, 2961 Kent Road, Silver Lake Village, Ohio, 44224 until 9:00am on June 18, 2024. Said bids shall be enclosed in a sealed envelope plainly marked: “2024 Cold Milling and Resurfacing Project” and shall bear the name of the bidder.

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

The Proposal Form (**Appendix B**), which is part of the bidding documents, shall be properly executed / signed.

### 3. BID BOND OR CERTIFIED CHECK

Each bidder shall furnish a **bid bond in the sum of 100% of the total of each bid** or a certified check in a like amount as a guarantee that if the bid is accepted that the contract will be entered into and its performance properly secured.

The Bid Bond or Certified Check disclosure (**Appendix C**), which is part of the bidding documents, shall be properly executed / signed.

### 4. AWARD OF CONTRACT & PERFORMANCE BOND

The bidder whose proposal is accepted will be required to enter into a Contract **WITHIN 10 BUSINESS DAYS** after notice of acceptance on the forms hereto attached and give **BOND IN THE SUM EQUAL TO ONE HUNDRED (100%)** of proposal and insure the faithful performance of all requirements of said Contract to the satisfaction of the Village, including the posting of a satisfactory maintenance bond.

If the bidder to whom the contract shall have been awarded, refuses or neglects, within 10 business days after notice of acceptance, to execute the contract and furnish security in the amount required, then the guaranteed deposit shall be

forfeited to the Village as liquidated damages for such neglect or refusal and the amount so collected shall be paid into the General Fund

5. RIGHT TO REJECT - CERTIFIED STATEMENT

Before contracts are awarded, the successful bidders may be required to submit sworn statements of their financial responsibility, technical qualifications and records which will be considered by the Village in connection with the awarding of contracts.

The Village reserves the right to reject any bid or any alternative, or part thereof, or all bids, alternatives and parts thereof.

The right to reject certified statement (**Appendix D**), which is part of the bidding documents, shall be properly executed / signed.

6. MAINTENANCE BOND

The Contractor, for the work herein specified, in consideration of the prices bid and to be received therefore, guarantees that the workmanship and materials furnished under the specifications and used in said work, are first class in all respects, and are such kind, quality and amount that for a period of two years after the completion and final acceptance thereof by the Owner, the work shall require no repairs or renewals on account of settlement of foundation, structure or backfill or defects in workmanship or materials.

Before final payment to the Contractor, there shall be furnished to the Owner by the Contractor, a satisfactory surety company's maintenance bond in an amount equal to fifteen percent (15%) of the total final contract price of the improvement, effective for two years after the completion and final acceptance of the improvement.

7. DISCREPANCIES AND ADDENDA

A. Should a bidder find discrepancies or ambiguities in, or omissions from the specifications, or should there be doubt as to their meaning, the bidder shall at once notify the Director of Public Service.

B. Replies will be issued to all bidders of record as Addenda to the drawings or specifications and will become part of the Contract. The Director of Public Service and Owner will not be responsible for oral clarification. Questions received less than 72 hours before the bid opening cannot be answered.

8. DIVISION OF WORK IN SPECIFICATIONS

- A. The detailed specifications are separated into divisions and sections only for convenience in defining the work.
- B. The sectionalization shall not be construed as an assignment of labor or material to any particular craft of contractor.

9. SUBSTITUTIONS

- A. Those products, devices, materials, forms of construction, etc. named in the specifications shall be known as “Standards” and are named to establish the quality, type and characteristics for the particular item involved and not to limit competition. Contractor’s Base Bid in the Proposal Form shall be based on providing these “Standards”.
- B. Similar products, devices, materials, forms of construction, etc. not specifically named will be acceptable if “approved equal” by the Director of Public Service. Any such items the Contractor wishes to offer shall be listed on a separate sheet, entitled “Substitution Sheet”, provided with the Proposal Form, with the net change in cost and/or construction time to the Owner.
- C. The Director of Public Service and Owner will review the successful bidder’s Substitution Sheet and accept or reject each item listed.
- D. No substitution will be allowed thereafter and the Contractor will be made to correct any construction method or replace any item on the job not in conformity with the specifications, drawings or approved substitutions.

10. WORK APPROVAL

In all instances all materials, services, etc. must have the approval of the Mayor and Director of Public Service.

11. DELINQUENT PERSONAL PROPERTY TAXES

After the award by the Village of Silver Lake and prior to the time that the contract is entered into the person making a bid shall submit to the Clerk-Treasurer a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of Summit County of that such person was charged with delinquent personal property taxes on any such list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

The Delinquent Personal Property Tax Affidavit (**Appendix E**), which is part of the bidding documents, shall be properly executed and notarized.

12. UNRESOLVED FINDINGS FOR RECOVERY

Ohio law (ORC section 9.24) prohibits any state agency or political subdivision from awarding a contract for goods, services, or construction to any person against whom a finding for recovery has been issued by the Auditor of State, if that finding is unresolved. While there are additional criteria, the statute limits this prohibition to contracts which are paid whole or in part with state funds and which exceed \$50,000.

The Unresolved Findings for Recovery Certificate (**Appendix F**), which is part of the bidding documents, shall be properly executed / signed.

13. INSURANCE

The contractor shall maintain such insurance as will protect him from claims, workmen's compensation acts and also from any other claim for damages for personal injury, including death and property damage, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by use of them. Certificates of such insurance for workmen's compensation coverage, general liability coverage and liability coverage on equipment and vehicles used on the project shall be filed with the Village, and shall be subject to the approval of the Village for adequacy of protection. The general, equipment and vehicle liability coverage shall be in the minimum amount of \$1,000,000.00 property damage, and \$1,000,000.00 bodily injury coverage.

14. TAXES

A. The Village of Silver Lake is exempt from all sales and transportation tax, except State of Ohio gasoline tax. The prices bid shall be exclusive of all such taxes. The Contractor shall pay all Federal, State or local sales and/or use taxes applicable to materials, processes or devices purchased or used in connection with the work under this contract.

B. Employers doing business within the Village of Silver Lake are required to deduct, at the time of payment of salaries, wages, commissions or other compensation, two percent (2%) of gross wages earned as a result of performing work within the Village of Silver Lake.

Every employer who is required to deduct the tax at the source is liable directly to the Village of Silver Lake for payment of such tax whether actually collected from their employees for not.

Also, the net profit from income earned within the Village of Silver Lake is subject to the tax. Both withholding and tax on profits are due quarterly.

Before work commences, the Contractor and all Sub-Contractors shall furnish to the Village of Silver Lake, a completed Income Tax Questionnaire provided



by the office of the Clerk-Treasurer. Contact Regional Income Tax Agency (R.I.T.A.) at 1-800-223-2517 or The Village of Silver Lake Clerk-Treasurer's office at (330)923-5233 for necessary forms and any additional information.

15. All proposals will be publicly opened and read.
16. The proposals, with all papers bound thereto, must be deposited un-mutilated.
17. Product delivery without installation will be no more than 45 days after the Notice to Proceed Order from the Village of Silver Lake.
18. The time for the completion of the contract shall be filled in by the Bidders and such time limit will be used in determining the lowest and best bid.
19. NON-COLLUSION AFFIDAVIT

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

20. Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization

Pursuant to the Ohio Revised Code Section 2909.32, 2909.33 and 2909.34, the following types of applicants must complete and submit a DMA form with their applications:

- Certain state issued licenses identified by the Ohio Department of Public Safety.
- All candidates under the final consideration for public employment.
- Business contracts with and funding from any government entity in an annual aggregate amount greater than \$100,000.
- Private entities that wish to do business with a government entity that adopts rules requiring pre-certification.

21. CONTRACTOR SAFETY POLICY

It is the policy of the Village of Silver Lake to conduct all of our operations safely, in order to prevent injuries to our employees and damage to our property. We endeavor to take all practical steps to maintain a safe work environment at all times. We expect all sub-contractors working for the Village of Silver Lake to conduct their operations in the safest possible manner.

The Contractor agrees that the prevention of accidents to their employees engaged in work under this agreement is the responsibility of the contractor. The contractor agrees to comply with all laws; regulations and codes concerning safety as shall be applicable to the work and to the safety standards established during the progress of the work by the Village

of Silver Lake. When necessary, the Contractor agrees to stop any part of the work which the Village of Silver Lake deems unsafe until all corrective measures satisfactory to the Village of Silver Lake have been taken, and further agrees to make no claim for damage growing out of such stoppages. Should the Contractor neglect to adopt such corrective measures, the Village of Silver Lake may elect to have the sub-contractor stop work on the project until the situation is corrected.

As a Contractor you realize that an effective safety program is in our mutual interest. Therefore, if the hope for enthusiastic cooperation is not forthcoming, we will insist that you comply with the spirit and the letter of the contract. Your attention is directed specifically to the following items.

#### PERSONAL PROTECTIVE EQUIPMENT:

You must furnish your employees with the proper type of personal protective equipment as required by the operations you will be performing, i.e.

1. Hard hats must be furnished to your employees and worn at all times when there is a danger of falling or flying objects, sparks or electrical shocks.
2. Eye Protection meeting ANSI Standard Z 87.1 must be provided to and worn by your employees when the operations being performed presents the danger of an eye injury.
3. Safety Belts/Harnesses must be furnished and worn whenever your employees are working in the area where falls from heights are possible and nets or protective railing are not practical.
4. Safety Vests when working around Roadways.
5. Other personal protective equipment is to be provided and worn by your employees when the hazards of the job warrant.

#### TREATMENT OF INJURIES:

You must require that any of your employees injured (no matter how slightly) while working in any of our facilities, report this immediately to one of your supervisors.

#### GENERAL:

Any deviation from the requirements listed above will be called to the attention of your supervisor for immediate correction. Conversely, we would greatly appreciate your calling to our attention any unsafe acts for which any of our personnel or other contractors' personnel may be responsible.

Please feel free to enlist the aid of our supervision in any accident prevention problem you may have. We will be more than happy to assist and advise you.

The Contractor Safety Policy (**Appendix H**), which is part of the bidding documents, shall be properly executed / signed.

22. AGREEMENT ON DRUG AND ALCOHOL POLICY

The Agreement on Drug and alcohol Policy (**Appendix I**), which is part of the bidding documents, shall be properly executed / signed.

23. WAGES AND HOURS ON PUBLIC WORKS

OHIO PREVAILING WAGE

The Contractor or his Sub-Contractor shall comply with all provisions of Chapter 4115 of the Ohio Revised Code during the entire time this contract is in force. He shall pay at least the minimum rate of wages for all classifications of employees covered by the work items on this contract.

The Contractor's attention is particularly called to Section 4115.05, Ohio Revised Code, which provides for wages paid to be the prevailing rate in this County in the event of a conflict in rates established by other governmental agencies.

The Contractor shall furnish the Village a certified copy of the payroll covering the various classifications of employees used during the work covered by this Contract of shall furnish acceptable evidence that such minimum rates of wage have been paid.

Under the terms of this Contract, the work day shall not exceed eight (8) hours. Overtime will be permitted only upon approval of the Service Director. Prior to the start of work the Contractor and Village Service Director shall determine that starting time for daily work based on the time of year.

The Wages and Hours on public works prevailing wage packet (**Appendix J**), shall be complied with.

All bids not in conformity with these provisions will be rejected.

CONTRACT

NOTE: The bidder is advised not to fill in any of the following blanks – After the contract is awarded, the blank spaces will be filled in under the direction of the Clerk-Treasurer.

ARTICLES OF AGREEMENT  
(Executed in Triplicate)

Between the Village of Silver Lake, party of the first part, and \_\_\_\_\_  
\_\_\_\_\_, Contractor, party of the second part, to complete the  
\_\_\_\_\_ In pursuance

of the following, to wit:

1. BIDS DULY ADVERTISED for in the \_\_\_\_\_  
Commencing \_\_\_\_\_.
2. BIDS OPENED by the Clerk-Treasurer and the Director of Public Service  
on  
\_\_\_\_\_.
3. IT IS THE DETERMINATION by the Council of the Village of Silver  
Lake that the bid of \_\_\_\_\_ in the amount of  
\_\_\_\_\_ is the best bid on the \_\_\_\_\_ day of \_\_\_\_\_.
4. PURSUANT THERETO, the bid of \_\_\_\_\_ is  
hereby accepted and awarded on the \_\_\_\_\_ day of \_\_\_\_\_,  
in the particulars appended hereto as Exhibit “A” to this contract.

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ in  
the year \_\_\_\_\_, by and between the Village of Silver Lake, Party of the first part,  
and \_\_\_\_\_, Contractor, party of the second  
part.

WITNESSETH

WITNESSETH: That the said party of the second part has agreed and by these presents does agree with the said party of the first part, for the consideration hereinbefore mentioned and contained, and under the penalty expressed in a bond bearing even dated with these presents, and hereto annexed, to furnish at his own cost and expense all of the necessary materials of every description, and to carry out and complete in a good firm and substantial manner the furnishing of service contained in the proposal in accordance with the specifications hereinafter set forth, subject to such changes as may be made from time to time by the Director of Public Service of said Village.

The provisions contained in the "Legal Notice," in "Instructions for Bidder," in "Proposal," in "Bond," and in the "Specifications" are hereby also embodied as a part of this agreement.

IN WITNESS WHEREOF, the said Village of Silver Lake has caused its name and corporate seal to be affixed by the Village of Silver Lake, and the said part of the second part set its hand and seal the day and year aforesaid.

VILLAGE OF SILVER LAKE

(MUNICIPAL SEAL)

BY: \_\_\_\_\_  
Therese Dunphy, Mayor  
Village of Silver Lake

(CORPORATE SEAL)

BY: \_\_\_\_\_  
Official of firm or corporation

ATTEST: \_\_\_\_\_  
Secretary of firm or corporation

LAW DIRECTOR'S CERTIFICATE

I, Patricia Ambrose Rubright, hereby certify that the foregoing instrument is approved as to legal form.

\_\_\_\_\_  
Patricia Ambrose Rubright,  
Law Director  
Village of Silver Lake

\_\_\_\_\_  
Date

CLERK-TREASURER'S CERTIFICATE

I, Sean M. Housley, Clerk-Treasurer, Village of Silver Lake, hereby certify that the funds necessary to meet the expenditures herein, are in the treasury or in the process of collection, free from obligations or certifications, now outstanding.

Signed this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Sean M. Housley, Clerk-Treasurer  
Village of Silver Lake

## **GENERAL REQUIREMENTS**

### 1. **SCOPE OF WORK**

The area to be resurfaced under this contract shall be the area bounded by the limits given in the proposal and the face of the existing curbs, unless otherwise directed by the Service Director.

The extent of the work at INTERSECTIONS shall be determined by the Service Director.

IN GENERAL, the new asphaltic surface shall be FEATHERED to meet the existing surface.

The thickness of Asphaltic Concrete Surface Course shall be as indicated on the PROPOSAL.

### 2. **QUANTITIES:**

All quantities are estimated and can be more or less at the same price bid.

### 3. **RESERVES THE RIGHT**

The Village reserves the right to add or subtract streets depending on the amount of the bids.

### 4. **CONTRACTOR'S RESPONSIBILITIES**

- A. The Owner will inspect all work on the project.
- B. The Contractor shall bring to the Owner's attention any existing conditions which he may discover which might adversely affect the final quality of the work, immediately upon discovery of such conditions.
- C. The Contractor shall cooperate with the Owner in the Owner's testing and inspection services.

### 5. **OWNER'S RESPONSIBILITIES**

- A. The Owner will furnish all testing and inspection services.
- B. The Owner will give instructions in the work required by field conditions in a timely manner to not cause delays in the Contractor's performance.

### 6. **SCHEDULING**

- A. Work will be performed on a continuous basis, with minimum amount of

inconvenience to the property owners.

- B. The Contractor shall prepare a written schedule for all phases of the work. The schedule shall indicate starting and completion dates. The schedule will be subject to approval by the Owner before work commences.

7. TEMPORARY UTILITIES

A. Water

- 1. The Contractor shall provide, at his own expense, all the water for construction, including drinking water.
- 2. All water furnished shall be drinking water quality.

B. Electricity

- 1. The Contractor, at his own expense, is responsible for providing electricity for construction operations.

8. MAINTENANCE OF TRAFFIC

Local traffic shall be maintained for the duration of construction. Temporary shut downs shall be coordinated with the Owner. Contractor shall furnish and maintain traffic barriers, lights and control devices for the general welfare and safety of the residents within the project limits.

9. MATERIAL CLEANUP & STORAGE

- A. The Contractor shall keep the premises free of rubbish and debris at all times and shall arrange his material storage so as not to interfere with the Owner's activities.
- B. All unused material, rubbish and debris shall be removed from the site on a timely basis.



Public Utilities serving the Village of Silver Lake

<b>Dominion East Ohio Gas Rhonda Boosinger</b>	<b>330-798-7204 - Mia Maddison Rhonda.boosinger@dom.com</b>
<b>Smell gas - Emergency Services</b>	<b>1-877-542-2630</b>
<b>Disconnection of natural gas service for buildings or structures scheduled for demolition—10 day notice required</b>	<b>1-800-362-7557</b>
<b>Ohio Utilities Protection Service (OUPS)</b>	<b>1-800-362-2764</b>

<b>FirstEnergy/Ohio Edison</b>	<b>1-800-527-8059 -911 Service</b>
<b>Kirk Gardner - Area Manager (Call Kirk first)</b>	<b>330-436-4220</b>
<b>Street Light Out Dedicated fax number w/required form</b>	<b>330-384-4811</b>
<b>Power Outages - Customer Service <a href="http://www.firstenergycorp.com">www.firstenergycorp.com</a></b>	<b>1-800-633-4766 1-888-544-4877 ( 1-888-LIGHTSS )</b>
<b>First Energy - Forestry—John Bianchi Claims</b>	<b>330-436-4129 1-800-633-4766</b>

Public Utilities serving the Village of Silver Lake - Continued

<b>SBC - Ameritech AT&amp;T Repair</b>	<b>1-800-572-4545</b> <b>1-888-272-4047 opt #2</b>
<b>SBC - Repair Center</b>	<b>1-800-727-2273 1-800-572-4545</b> <b>Normal repair 1-800-660-1000</b>
<b>Christopher Wyehe—External Affairs</b>	<b>1-614-233-5652-office</b>
<b>Jim Carter, Jr. - Inspector</b>	<b>330-384-2095</b>
<b>If Jim is not available call: Brian Conklin</b>	<b>330-212-5918 (Cell)</b>

<b>Time Warner Cable</b>	<b>1-877-772-2253</b>
<b>New Service/General Information</b>	
<b>Billing Questions/Customer Service</b>	<b>1-877-283-8091</b>

DETAILED SPECIFICATIONS

ITEM 1

REMOVAL OF EXISTING PAVEMENT SURFACES

1.01 DESCRIPTION

- a. This item shall consist of providing all materials, labor, tools, equipment and incidentals necessary to remove existing deteriorated bituminous pavement surfaces and to load and transport such removed materials to a place for reprocessing or stockpiling.

1.02 REMOVAL AND SALVAGE METHODS

- a. Removal of existing pavement materials shall be complete to the lines shown on the plans while developing good profile and cross-section characteristics upon the exposed surfaces, ready to receive new paving. Removal shall be accomplished by use of cold pavement milling machines or other approved methods.
- b. All removed material shall be salvaged and processed for possible re-use on this project as allowed under Item 3 of these specifications. The material removed shall be broken down to a gradation suitable for re-use in such applications by on-site methods or with aggregate crushers and screens at the reprocessing place.
- c. Any removed pavement material which will not be re-used in this project by the Contractor upon request by the Service Director will be delivered to the Village service yard located at 2961 Kent Road for stock piling.

1.03 METHOD OF MEASUREMENT

- a. Material removed under this item will be measured as the number of square yards of pavement surface removed.
- b. Actual field measurement of removed surface shall be obtained by the Village prior to covering with new material.

1.04 BASIS OF PAYMENT

- a. Payment will be made for the accepted quantity of pavement removed as directed and measured by the Village and shall include all operations necessary to complete the work of removal and salvaging as specified herein.

Item 1 Removal of Existing Pavement Surfaces square yard

DETAILED SPECIFICATIONS

ITEM 2

TACK COAT

2.01 DESCRIPTION

- a. This item shall consist of providing all materials, labor, tools, equipment and incidentals necessary to place a tack coat on existing paved surfaces which are to be covered with asphalt concrete resurfacing materials.
- b. Tack coat may also be necessary between various layers of proposed resurfacing, depending upon the schedule of operations, and shall be provided as directed by the Village.

2.02 MATERIALS AND CONSTRUCTION METHODS

- a. The tack coat shall be uniformly applied at a rate of 0.10 gallons per square yard on thoroughly cleaned and dry surfaces. No traffic will be permitted on the tacked surfaces except for the contractor's equipment during the resurfacing operation. No cover aggregate will be required.
- b. The material furnished and work performed shall conform to the State of Ohio, Department of Transportation, Construction and Material Specifications (ODOT CMS) for Item 407.

2.03 METHOD OF MEASUREMENT

- a. Measurement will be in accordance with ODOT CMS Section 109.01.
- b. Tack coat material will be measured as gallons at 100 degrees F.
- c. Certified delivery volume bills must be furnished for all material used for the project, and shall be presented to the Village for approval.

2.04 BASIS OF PAYMENT

- a. Payment will be made for the accepted quantity at the contract price bid per gallon, complete in place, and shall include all operations necessary to perform the work specified herein.

Item 2	Tack Coat	gallon
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**ITEM SPECIAL – PAVEMENT OVERLAY FABRIC (If required)**

**DESCRIPTION.** This work shall consist of furnishing and installing pavement overlay fabric as shown on the plans and at locations designated by the Engineer.

**MATERIALS.** Pavement Overlay Fabric shall be constructed of long chain synthetic polymers composed of at least 85 percent of polyolephins, polyesters, and polyamides by weight, shall be resistant to chemical attack, mildew, and rot, and shall meet the following physical requirements:

<b>Property</b>	<b>Specification</b>	<b>Test Method</b>
Grab tensile strength, lbs *	80 Min.	ASTM D 4632
Grab elongation, percent *	50 Min.	ASTM D 4632
Asphalt retention gal./sy.	0.2 Min.	AASHTO M-288
Melting point (degrees F)	300 or Greater	ASTM D 276

\* **Minimum average roll values (weakest principle direction)**

The fabric shall not be exposed to ultraviolet radiation for more than 7 days. The fabric shall be at least 75 inches but no more than 150 inches in width and furnished in rolls of approximately 100 yards in length.

The asphalt sealant shall be PG 64-22 meeting the requirements of 702.01.

Certification shall be furnished in accordance with 101.061 before the fabric is placed. The Engineer may require sampling for testing purposes as directed by the Laboratory.

**EQUIPMENT.** The Contractor shall provide equipment for heating and applying bituminous material. Heating equipment and distributors shall meet the requirements of 407.

The mechanical laydown equipment shall be mounted on a four-wheeled vehicle that is capable of driving over the fabric while it is being installed to control the tension of the material. The vehicle shall have a minimum wheelbase of 130". The laydown machine shall be equipped with clutches to adjust the roll tension and brooms to smooth out wrinkles during installation. Manual laydown may only be used in areas inaccessible to the laydown machine.

**CONSTRUCTION DETAILS**

**A. Surface Preparation.** The cracks and entire road surface to be treated, and at least one additional foot on each side, shall be cleaned by sweeping, blowing, or other methods until all dust, mud, clay lumps, vegetation, and foreign material are removed entirely from the pavement before the bituminous material is applied. Care shall be exercised to prevent material so removed from becoming mixed with the new surface.

**B. Application of Asphalt Sealant.** The application of the asphalt sealant shall conform to the applicable portions of 407. The asphalt sealant shall be uniformly sprayed over the area to be covered by fabric at a rate of 0.25 to 0.30 gallon per square yard.

The quantity applied will vary with the surface condition of the existing pavement (degree of porosity, for example). The fabric alone, under heat of the overlay, will absorb at least 0.20 gallon per square yard. Within intersections or other zones where vehicle braking is common place, the application shall be reduced 20 percent. The sealant shall be applied to an area two to six inches wider than the width of the fabric being placed, but restricted to the area of immediate fabric laydown. Application shall be by distributor with hand spraying allowed only where the distributor cannot be used. Asphalt spills shall be cleaned from the road surface to avoid flushing and possible movement at these asphalt rich areas.

The asphalt cement used as a sealant shall have distributor tank temperatures between 300 degrees and 350 degrees F. Application temperature is not critical after the asphalt is sprayed on the pavement. If the fabric is to be over sprayed, distributor tank temperatures should not exceed 350 degrees F to avoid damage to the fabric.

**C. Fabric Placement.** The fabric shall be placed on the asphalt sealant as soon as practical and before the tackiness of the sealant is lost. The fabric shall be placed as smoothly as possible to avoid wrinkles. It shall be unrolled so that the soft side is unwound into the sealant, thus providing optimum bond between fabric and pavement during the construction process. Wrinkles severe enough to cause "folds" shall be slit and laid flat. Small wrinkles which flatten under compaction are not detrimental to performance. The fabric shall be groomed or squeegeed to remove air bubbles and make complete contact with the road surface as recommended by the fabric manufacturer. The fabric shall be laid straight, within the sealant area. Moderate curves can be negotiated by stretching the fabric on the outside of the curve by adjusting the drag on the brakes of the laydown equipment.

Longitudinal joints shall be made by overlapping the fabric one to three inches. Transverse joints shall be made by overlapping the fabric four to six inches. Additional sealant (about 0.20 gal. per sq. yard) shall be added to the joints as required. The additional sealant for transverse joints may be applied by hand spraying or with mop and bucket if extreme care is taken to not exceed the specified rate.

To enhance the bond of the fabric with the existing pavement and to smooth out any wrinkles or folds in the fabric, the Contractor may be required to pneumatically roll the fabric after it is placed.

**D. Treatment of the Applied Fabric Prior to the Asphalt Concrete.** It is unnecessary to tack coat the fabric prior to placement of the overlay unless there are circumstances such as delay of overlay, dust accumulation or under application of sealant which would make tack coating desirable. If a tack coat is required, emulsified asphalt shall be applied at a rate of 0.02 to 0.05 gallon per square yard residual asphalt. Placement of the asphalt concrete overlay shall closely follow fabric laydown. In the event that the sealant bleeds through the fabric before the asphalt concrete is placed, it may be necessary to blot the sealant by spreading sand or asphalt concrete over the affected areas. This will prevent any tendency for construction equipment to pick up the fabric when driving over it.

Turning of the paver and other vehicles shall be gradual to avoid movement or damage to the membrane. If it is necessary to open the road to traffic after fabric placement, but prior to paving, it is advisable to spread a small amount of sand over the membrane to prevent tires from sticking to the sealant or pulling up the fabric. This practice is to be avoided if possible to prevent damage to the membrane.

If rain prior to the overlay should cause a blistered appearance and some bond loss throughout the membrane, it should be corrected by pneumatic rolling until adhesion is restored.

**E. Asphalt Concrete.** The asphalt concrete overlay shall conform to 401 except that the mixture shall be delivered to the paver at a temperature of 275 degrees to 300 degrees F. Temperature of the mix shall in no case exceed 325 degrees F.

**METHOD OF MEASUREMENT.** The accepted fabric placed in accordance with these specifications and as directed will be measured by the square yard of roadway, ramps, and turnouts covered by the fabric. Laps in fabric will not be measured.

Blotting the sealant, spreading sand or asphalt concrete over the membrane to prevent tires from sticking to the sealant or pulling up the fabric, rolling to restore bond, or application of a tack coat will not be measured for direct payment but shall be considered a necessary part of the construction involved and the cost thereof shall be included in other appropriate contract unit prices.

**BASIS OF PAYMENT.** The accepted quantities of pavement overlay fabric will be paid for at the contract unit price per square yard, which price and payment shall be full compensation for furnishing all labor; materials (including asphalt sealant), tools, equipment and incidentals for doing all the work involved in furnishing and placing the fabric complete in place as shown on the plans or as directed.

<b>ITEM</b>	<b>UNIT</b>	<b>DESCRIPTION</b>
Special	Square Yard	Pavement Reinforcing Fabric

DETAILED SPECIFICATIONS

ITEMS 3 & 4

ASPHALTIC MATERIALS

MATERIALS

The asphalt material furnished under this item shall conform to the requirements set forth in Sections 300, 400, and 700, "Construction and Material Specifications of the Ohio Department of Transportation" latest edition, for the types of specified. Following are the types of materials being bid:

**ASPHALTIC MATERIALS**

*All materials used must be obtained from a source approved by the Ohio Department of Transportation.*

Asphalt Concrete 448, LS, Type 1 (448), PG64-22  
Asphalt Concrete 448, Type I Intermediate Course

ASPHALT CONCRETE 448, TYPE I SURFACE COURSE

All aggregates in preparation of this material shall be crushed limestone with the exception of the fine aggregate of which a maximum of 50% of the virgin fines can be a natural sand. NO recycled material shall be allowed. All asphalt used in the mixing shall be PG 64-22 as determined by the Village of Silver Lake.

ASPHALT CONCRETE 448, TYPE I INTERMEDIATE COURSE

All materials used must be obtained from a source approved by the Ohio Department of Transportation. Recycled material shall be allowed

ASPHALT SAND MIX

The mix shall consist of 100% natural sand with 7.0% - 9.0% PG 64-22. The thickness shall be specified by the Village of Silver Lake.

BASIS FOR PAYMENT

Basis of payment shall be made per ton of material complete in place at Village of Silver Lake according to contract. The bidder must have a full-functioning asphalt plant within fifteen (15) miles of the Village of Silver Lake Corporation Line.

Item 3	Asphalt concrete 448 LS, Type 1 (448), PG64-22	Ton
Item 4	Asphalt concrete 448 Type 1 Intermediate course	Ton



## PLACING INDEX

The bidder shall determine his unit prices using the Bidding Index per ton for asphalt cement (on this project using the 2002/2005 Construction and Material Specifications or most recent version).

## DETAILED SPECIFICATION

### ITEM 5

#### MANHOLE, VALVE BOX, AND MONUMENT BOX ADJUSTMENT

##### 5.01 DESCRIPTION

- a. This item shall consist of providing labor, tools, equipment and incidentals necessary to adjust tops of manholes, water main valve boxes and monument boxes to the new finished grades established by the paving operations of this project, and as directed by the Village.

##### 5.02 MATERIALS

- a. Incremental raising of manhole, main valve box and monument box tops may be accomplished by use of frame risers as manufactured by Nation Utility Products Co., (NUPCO), Cleveland, Ohio 44145 or Lancaster Steel Products, Leola, PA 17450 or similar approved fittings.
- b. Water main valve box tops may, also, be adjusted by rotating the top section of the valve box on screw threads cast into the sections, if enough thread remains.
- c. If existing manhole frames need to be removed for major adjustment, such removal shall be performed carefully to avoid damage to the castings and existing masonry. Materials required for sanitary sewer manhole adjustment by such method shall conform to the standard details and specifications of the Summit County Department of Environmental Services.
- d. Frame risers shall be fabricated of ductile iron and/or steel and shall be soap coated with bituminous paint.

##### 5.03 CONSTRUCTION METHOD

- a. Frame risers shall be set in a bed of bituminous joint filler applied to a thoroughly cleaned existing frame casting and then adjusted to the correct height and slope to meet new pavement surfaces.
- b. All water valve box work shall assure good access to the valve nut for ease of operation.

- c. After completion of all work, the Contractor shall thoroughly clean the bottom of manhole structures and water valve boxes of his construction debris, making certain there are not obstructions to the proper operation of the appurtenance.
- d. All work shall conform to standards established by the Village of Silver Lake Water and Road Department.

5.04 BASIS OF MEASUREMENT

- a. Manhole, valve box and monument box tops adjusted to grade will be measured as the actual number of each completed as directed and accepted.

5.05 BASIS OF PAYMENT

- a. Payment for manhole, valve box and monument box tops adjusted to grade will be for each unit completed at the contract price bid and shall include all materials, labor, equipment and incidentals necessary to perform the work as specified and directed.

Item 5-a	Manhole Top Adjusted to Grade	each
Item 5-b	Valve Box Top Adjusted to Grade	each
Item 5-c	Monument Box Top Adjusted to Grade	each

DETAILED SPECIFICATIONS

ITEM 6

SAFETY

6.01 ODOT REQUIREMENTS

- a. All streets will have appropriate warning signs according to ODOT manual.
- b. Flagger will be present to assist flow of traffic when necessary.

DETAILED SPECIFICATIONS

ITEM 7

TRAFFIC DETECTOR LOOP

- 7.01 a. This item shall consist of providing labor, tools, equipment, and incidentals, necessary to install a traffic detector loop as required of this project, and as directed by the Village.

7.02 CONSTRUCTION METHOD

- a. The installation of the traffic detector loop will be according to ODOT section 632.11 standards.

7.03 BASIS OF PAYMENT

- a. Payment for installation of traffic detector loop will be contract price bid and shall include all materials, labor, equipment, and incidentals necessary to perform the work as specified and directed.

Village of Silver Lake right to reject:

The Village of Silver Lake reserves the right to reject any proposal for failure to comply with all requirements of this notice or of the contract document; however, the Village may waive any minor defects or informalities at their discretion. The Village of Silver Lake further reserves the right to reject any and all proposals or not to award the contract if that is in their best interest. **“Bidders can take exception to any or all the specs outlined but the utility will evaluate what is critical to their needs”**

Bidder Responsibility to this Specification

It is the responsibility of each bidder to carefully examine these specifications and the bid documents and become familiar with the requirements set forth herein. In addition, it is the responsibility of each bidder to submit all necessary information concerning their product to the Village of Silver Lake. Failure to do so could result in your bid being declared as non-responsive.



**APPENDIX A**

**COLD MILLING AND RESURFACING OF VARIOUS STREETS IN THE VILLAGE  
W/ APPROXIMATE TONNAGE**

Outlook		All		635
Athens		All		385
Kingston Circle		All		450
Church / traffic loop		All		180
SLB		Bellaire to Vincent		316
Service road		Church to rec area		50

**APPENDIX B**

**PROPOSAL FORM**

The undersigned, having full knowledge of the specifications for the captioned improvement, and the conditions of this proposal hereby agrees to furnish all services, materials, labor, and equipment necessary to complete the entire project, according to the specifications and to accept the unit prices specified below for each item as full compensation for the work in this proposal. **Under no circumstances will the Village pay for Type I surface Asphalt to be used for leveling purposes. Surface course is limited to 1 inch.**

Spec. Ref	Item Description	Unit	Labor Material	Est. Quantity	Unit Price	Total Bid Price
1	GRINDING	2" AVERAGE	SQ. YDS.	18,144		
2	#407	TACK	GAL	2016		
3	Asphalt Concrete <u>Surface Course, LS, Type 1 (448), PG64- 22</u>	1" TOP	TONS	1008		
4	Asphalt Concrete 448 Type I - Intermediate Course	1" LEVELING	TONS	1008		
7	Traffic detector Loop	Each	LS	1		
				<b>Grand Total Bid:</b>		

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX C**

**BID BOND OR CERTIFIED CHECK - DISCLOSURE**

Certified Check or bid bond in the amount of:

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Written Amount

---

Name of Bank or Bonding Company

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deposited herewith.

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BIDDER

**APPENDIX D**

**RIGHT TO REJECT**  
**CERTIFIED STATEMENT**

The bidder hereby agrees that the Village reserves the right to reject any bid or any alternative, or part thereof, or all bids, alternatives and parts thereof.

\_\_\_\_\_  
Signature of Officer, Partner or Owner

\_\_\_\_\_

\_\_\_\_\_  
(Business Address of Bidder)



**APPENDIX E**

**DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT**

State of Ohio } ss

County of Summit }

**Bid Identification:**

CONTRACTOR \_\_\_\_\_

Being first duly sworn, deposes and says that he/she is \_\_\_\_\_  
(Sole owner, partner, president, secretary, etc.)

of \_\_\_\_\_ the party making the foregoing bid, hereby  
(Name of company)

affirms under oath, pursuant to Section 5719.042 of the Ohio Revised Code, that at the time the bid was submitted, my company (was) (was not) charged with delinquent personal property taxes on the General Tax List of Personal Property for Summit County, Ohio.

If such charge for delinquent personal property tax exists on the General Tax List of Personal Property for Summit County, Ohio, the amount of such due and unpaid delinquent taxes, including due and unpaid penalties and interest shall be set forth below.

A copy of this statement will be transmitted by the Fiscal Officer to the County Treasurer within 30 days of the date it is submitted.

Delinquent Personal Property Tax \$ \_\_\_\_\_

Penalties \$ \_\_\_\_\_

Interest \$ \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Seal of Notary

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**APPENDIX F**

**CERTIFICATE OF BIDDER**  
**UNRESOLVED FINDINGS FOR RECOVER**  
**WITH AUDITOR OF STATE, ORC 9.24 & 9.241**

I, the undersigned, hereby affirm that the Bidder identified below:

CHECK & COMPLETE ONLY ONE

\_\_\_\_\_ has no unresolved findings of recovery with the State of Ohio Auditor, as defined by ORC 9.24 & 9.241:

\_\_\_\_\_ has the following unresolved findings of recover with the State of Ohio Auditor, ans defined by ORC 9.24 & 9.241:

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Signed the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Bidder: \_\_\_\_\_

(Signed) \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

**APPENDIX G**

**NON-COLLUSION AFFIDAVIT**

(This affidavit must be executed for the bid to be considered)

STATE OF \_\_\_\_\_ } SS

COUNTY OF \_\_\_\_\_ }

I, \_\_\_\_\_, \_\_\_\_\_  
(Name of party signing affidavit) (Title)

being duly sworn, do depose and say:

that \_\_\_\_\_  
\_\_\_\_\_

(Insert names of all persons, firms, or corporations interested in bid)

its agents, officers, or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise, taken any action restraint of free competitive bidding in connection with this proposal; and also that no member of the Council, heady of any department or bureau, or employee therein, or any officer of the Village of Silver Lake, is directly or indirectly interested therein.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public in and for

COUNTY OF \_\_\_\_\_, STATE OF \_\_\_\_\_

My commission expires \_\_\_\_\_, 20\_\_.

**APPENDIX H**

Contractor

**AGREEMENT ON SAFETY POLICY COMPLIANCE**

**WHILE PERFORMING SERVICES AT A VILLAGE OF SILVER LAKE FACILITY OR JOB SITE.**

\_\_\_\_\_ (Contractor) acknowledges The Village of Silver Lake's commitment to safety and agrees that the Contractor will maintain a safety program and performance in compliance with the Village of Silver Lake's "Contractor Safety Policy".

Contractor agrees that the Village of Silver Lake shall have the right to audit, for verification only, during the performance of any work covered by this agreement, Contractor's records relative to the implementation of these minimum requirements.

Contractor

The Village of Silver Lake

\_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

## APPENDIX I

### AGREEMENT ON DRUG AND ALCOHOL POLICY WHILE PERFORMING SERVICES ON THE JOB SITE OR IN THE WORK PLACE FOR THE VILLAGE OF SILVER LAKE

\* \_\_\_\_\_ \* (CONTRACTOR) acknowledges The Village of Silver Lake's commitment to safety and agrees that (1) CONTRACTOR will not assign to work on The Village of Silver Lake's work places current users of illegal drugs or persons whose current use of alcohol presents a safety risk in the performance of services for The Village of Silver Lake, and that (2) CONTRACTOR will maintain a drug and alcohol program comparable to The Village of Silver Lake's in the following respects: (a) CONTRACTOR will provide for his/her employees working on the Village of Silver Lake's work places pre-assignment screening (or pre-employment screening, if such is part of CONTRACTOR's normal employment policy) and (b) CONTRACTOR will provide unscheduled, periodic testing for those CONTRACTOR employees performing safety critical work for the Village of Silver Lake.

CONTRACTOR agrees that The Village of Silver Lake shall have the right to audit, for verification only, during the performance of any work covered by this agreement, CONTRACTOR's records relative to the implementation of these minimum requirements. The exercise of this right shall be subject to confidentiality restriction relating to medical information.

It is the obligation of the CONTRACTOR to determine prior to performing work, and The Village of Silver Lake's obligation to advise prior to engaging CONTRACTOR for work, whether the work to be performed is "Safety Critical" and subject to the additional requirements of unscheduled, periodic testing. The failure of either party shall not excuse the other party from performance of this obligation.

To this end, the following criteria are provided as guidelines for determining if a position or work function is "Safety Critical".

If at least one of the following criteria is directly applicable to the position or function, then CONTRACTOR employees engaged in that work or function shall be subject to the requirements of this Agreement.

1. Operation or maintenance of chemical processing equipment of utilities supporting chemical processing operations, including laboratory and commercial facilities.
2. Operation or maintenance of heavy equipment, such as but not limited to, front end loaders and cranes.
3. Routine handling of chemicals and hazardous materials.

## AGREEMENT ON DRUG AND ALCOHOL POLICY

“Safety Critical” guidelines continued:

4. Direct technical and advisory support to on-going operations, wherein recommendations and decisions are conclusive and can directly affect the safety and security of those operations.
5. Design, technical review, construction management and star-up of new or modified chemical processing facilities and other equipment supporting chemical processing operations, wherein recommendations and decisions are conclusive and can directly affect safety performance.
6. Emergency response responsibilities, including members of the emergency management teams.
7. Line management/supervision of “Safety Critical” positions.
8. Other positions or functions as may be designated by The Village of Silver Lake’s Site Safety Representative.

CONTRACTOR

THE VILLAGE OF SILVER LAKE

DATE:        \_\_\_ - \_\_\_ - \_\_\_

              \_\_\_ - \_\_\_ - \_\_\_

BY:            \_\_\_\_\_

                  \_\_\_\_\_

TITLE:        \_\_\_\_\_

                  \_\_\_\_\_

## **APPENDIX J**

### Prevailing Wage Packet

- Cover Letter
- Contractor Responsibilities
- Affidavit of Compliance
- Certified payroll report example
- Threshold Levels
- Notice and Instructions on filing a prevailing wage complaint

## PREVAILING WAGES

It is the Contractor's responsibility to download wage rates from the Ohio Department of Commerce website.

Contractors shall use only the classifications and wage rates set forth in the Ohio Department of Commerce wage decision found at the website noted below on payrolls submitted to the Village clerk. Additionally, please note that the wage modification in effect at the time of the project sale date shall be used by all contractors.

<https://www.com.ohio.gov/dico>

The contractor must provide copies of certified payroll and pertinent prevailing wage rate sheets (i.e., Operator group 1, Laborer group 2) to the Village of Silver Lake. Submission of these documents is required when payroll documents are submitted.





## PREVAILING WAGE CONTRACTOR RESPONSIBILITIES

**This is a summary of prevailing wage contractors' responsibilities. For more detailed information please refer to Chapter 4115 of the Ohio Revised Code**

### General Information

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than \$250,000 for new construction or \$75,000 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting.

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than \$91,150 for new construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction or \$27,309 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting of a public improvement that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction.

- a) Thresholds are to be adjusted biennially by the Administrator of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration
- b) Biennial adjustments to threshold levels are made according to the Price Deflator for Construction Index, United States Department of Commerce, Bureau of the Census\*, but may not increase or decrease more than 3% for any year

### Penalties for violation

Violators are to be assessed the wages owed, plus a penalty of 100% of the wages owed.

### Intentional Violations

If an intentional violation is determined to have occurred, the contractor is prohibited from contracting directly or indirectly with any public authority for the construction of a public improvement. Intentional violation means "a willful, knowing, or deliberate disregard for any provision" of the prevailing wage law and includes but is not limited to the following actions:

- Intentional failure to submit payroll reports as required, or knowingly submitting false or erroneous reports.
- Intentional misclassification of employees for the purpose of reducing wages.
- Intentional misclassification of employees as independent contractors or as apprentices.
- Intentional failure to pay the prevailing wage.
- Intentional failure to comply with the allowable ratio of apprentices to skilled workers as required by the regulations established by Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration.
- Intentionally employing an officer, of a contractor or subcontractor, that is known to be prohibited from contracting, directly or indirectly, with a public authority.



## Responsibilities

- A. Pay the prevailing rate of wages as shown in the wage rate schedules issued by the Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration, for the classification of work being performed.
  1. Wage rate schedules include all modifications, corrections, escalations, or reductions to wage rates issued for the project.
  2. Overtime must be paid at time and one-half the employee's base hourly rate. Fringe benefits are paid at straight time rate for all hours including overtime.
  3. Prevailing wages must be paid in full without any deduction for food, lodging, transportation, use of tools, etc.; unless, the employee has voluntarily consented to these deductions in writing. The public authority and the Director of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration - must approve these deductions as fair and reasonable. Consent and approval must be obtained before starting the project.
- B. Use of Apprentices and Helpers cannot exceed the ratios permitted in the wage rate schedules.
  1. Apprentices must be registered with the U.S. Department of Labor Bureau of Apprenticeship and Training.
  2. Contractors must provide the Prevailing Wage Coordinator a copy of the Apprenticeship Agreement for each apprentice on the project.
- C. Keep full and accurate payroll records available for inspection by any authorized representative of the Ohio Department of Commerce, Division of Industrial Compliance, and Labor, Bureau of Wage and Hour Administration or the contracting public authority, including the Prevailing Wage Coordinator. Records should include but are not limited to:
  1. Time cards, time sheets, daily work records, etc.
  2. Payroll ledger\journals and canceled checks\check register.
  3. Fringe benefit records must include program, address, account number, & canceled checks.
  4. Records made in connection with the public improvement must not be removed from the State for one year following the completion of the project.
  5. Out-of-State Corporations must submit to the Ohio Secretary of State the full name and address of their Statutory Agent in Ohio.
- D. Prevailing Wage Rate Schedule must be posted on the job site where it is accessible to all employees.
- E. Prior to submitting the initial payroll report, supply the Prevailing Wage Coordinator with your project dates to schedule reporting of your payrolls.
- F. Supply the Prevailing Wage Coordinator a list of all subcontractors including the name, address, and telephone number for each.
  1. **Contractors are responsible for their subcontractors' compliance with requirements of Chapter 4115 of the Ohio Revised Code.**



- G. Before employees start work on the project, supply them with written notification of their job classification, prevailing wage rate, fringe benefit amounts, and the name of the Prevailing Wage Coordinator for the project. A copy of the completed signed notification should be submitted to Prevailing Wage Coordinator.
- H. Supply all subcontractors with the Prevailing Wage Rates and changes.
- I. Submit certified payrolls within two (2) weeks after the initial pay period. Payrolls must include the following information:
  - 1. Employees' names, addresses, and social security numbers.
    - a. Corporate officers/owners/partners and any salaried personnel who do physical work on the project are considered employees. All rate and reporting requirements are applicable to these individuals.
  - 2. Employees' work classification.
    - a. Be specific about the laborers and/or operators (Group)
    - b. For all apprentices, show level/year and percent of journeyman's rate
  - 3. Hours worked on the project for each employee.
    - a. The number of hours worked in each day and the total number of hours worked each week.
  - 4. Hourly rate for each employee.
    - a. The minimum rate paid must be the wage rate for the appropriate classification. The Department's Wage Rate Schedule sets this rate.
    - b. All overtime worked is to be paid at time and one-half for all hours worked more than forty (40) per week.
  - 5. Where fringes are paid into a bona fide plan instead of cash, list each benefit and amount per hour paid to program for each employee.
    - a. When the amount contributed to the fringe benefit plan and the total number of hours worked by the employee on all projects for the year are documented, the hourly amount is calculated by dividing the total contribution of the employer by the total number of hours worked by the employee.
    - b. When the amount contributed to the fringe benefit is documented but not the total hours worked, the hourly amount is calculated by **dividing the total yearly contribution by 2080**.
  - 6. Gross amount earned on all projects during the pay period.
  - 7. Total deductions from employee's wages.
  - 8. Net amount paid.
- J. The reports shall be certified by the contractor, subcontractor, or duly appointed agent stating that the payroll is correct and complete; and that the wage rates shown are not less than those required by the O.R.C. 4115.
- K. Provide a Final Affidavit to the Prevailing Wage Coordinator upon the completion of the project.



Affidavit of Compliance

Prevailing Wages

I, \_\_\_\_\_ (Name of person signing affidavit) (Title)

do hereby certify that the wages paid to all employees of

\_\_\_\_\_ (Company Name)

for all hours worked on the

\_\_\_\_\_ (Project name and location)

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

compliance with prevailing wage requirements of Chapter 4115 of the Ohio Revised Code. I further certify that no rebates or deductions have been or will be made, directly or indirectly, from any wages paid in connection with this project, other than those provided by law.

\_\_\_\_\_ (Signature of Officer or Agent)

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

\_\_\_\_\_ (Notary Public)

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



## PREVAILING WAGE THRESHOLD LEVELS IMPORTANT NOTICE

Before advertising for bids, contracting, or undertaking construction with its own forces, to construct a public improvement, the Public Authority shall have the Ohio Department of Commerce-Division of Industrial Compliance, Bureau of Wage and Hour Administration determine the prevailing rates of wages for workers employed on the public improvement. The wage determination must be included in the project specifications and printed on the bidding blanks where work is done by contract.

<b>“New” construction threshold for <i>Building Construction</i>:</b>	<b>\$250,000</b>
---	------------------

<b>“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” threshold level for <i>Building Construction</i>:</b>	<b>\$75,000</b>
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### As of January 1, 2024:

<b>“New” construction that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:</b>	<b>\$98,974</b>
---	-----------------

<b>“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:</b>	<b>\$29,653</b>
---	-----------------

- A) Thresholds are to be adjusted biennially by the Director of the Ohio Department of Commerce.
- B) Biennial adjustments to threshold levels are made according to the Building Cost for Skilled Labor Index published by McGraw-Hill's Engineering News-Record, but may not increase or decrease more than 3% for any year.

If there are questions concerning this notification, please contact:

Bureau of Wage and Hour Administration  
6606 Tussing Road, PO Box 4009  
Reynoldsburg, Ohio 43068-9009  
Phone: 614-644-2239  
Fax: 614-728-8639  
[www.com.ohio.gov](http://www.com.ohio.gov)



Prevailing Wage Complaint

PROJECT INFORMATION / DO NOT WRITE IN THIS AREA
Project Name:
Project Address:
City:
ZIP: County:
Approved Rejected Denied
Investigator Assigned:
Project: Ongoing Completed Over 2 years ago Less than 2 years ago
New Construction Reconstruction, Alteration or Repair

INCOMPLETE COMPLAINT FORMS WILL BE RETURNED

PUBLIC AUTHORITY INFORMATION
Public Authority Name: Address: Website/Email Address:
City: State: Zip: County: Telephone:
Prevailing Wage Coordinator Name: Address: Website/Email Address:
City: State: Zip: County: Telephone:
Type of funding: Public Funds IRB Other
Project Dates: From To
Were Prevailing Wage Rates issued? Date Issued: Rates posted at project site:
Certified Payrolls Filed? Yes No

CONTRACTOR INFORMATION (List name of contractor complaint is against in Name(1))

Name (1): Address:
City: State: Zip: County: Telephone:
Email / Website:
General Prime Subcontractor
Name (2): Address:
City: State: Zip: County: Telephone:
Email / Website:

COMPLAINANT INFORMATION

Name: Address:
City: State: Zip: County: Telephone:

Other phone #'s: Email:
COMPLAINT STATUS:
Employee Former Employee Prevailing Wage Coordinator \*Interested Party
ALL PARTIES MUST ALEDGE A SPECIFIC COMPLAINT AND PROVIDE SUFFICIENT EVIDENCE FOR EACH REASON SELECTED FOR FILING THE COMPLAINT
Prevailing wage not paid Wages not paid
Fringe Benefits not paid Overtime
Misclassifications CPR Incorrect/missing information
No CPR's filed
Attach any information that will substantiate your claim

\*To allege Interested Party status, you MUST attach with the complaint sufficient evidence that you have either bid on the public improvement or are a subcontractor or a bidder, labor organization representing current employees of a bidder, or association which presently has any of the above named persons as members, R.C. Sec.4115.03(F)

Enclose sufficient evidence to justify each reason selected on your complaint



INCOMPLETE OR UNSUBSTANTIATED COMPLAINTS MAY BE RETURNED

Work Classification(s)
(Apprentices show level/year)

Hourly Rate Paid? \_\_\_\_\_

P.W Rate: \_\_\_\_\_

Total hours on project?
Regular Hours \_\_\_\_\_ OT Hours \_\_\_\_\_

Dates Worked: From \_\_\_\_/\_\_\_\_/\_\_\_\_ To \_\_\_\_/\_\_\_\_/\_\_\_\_

- YES NO
Were you paid time and 1/2 for hours worked over 40 per week?
Did employer provide written notice of job classification?
Did employer provide written notice of Prevailing Wage Rate?
Did employer provide written notice of name of the Prevailing Wage Coordinator?
Were you threatened, intimidated, or coerced into giving up any of your pay?

Table with 4 columns: FRINGE, AMOUNT, FRINGE, AMOUNT. Rows include Health Insurance, Paid Vacation, Paid Sick Leave, Bonus, Training, Life Insurance, Paid Holidays, Pension, Other.

- Hours worked recorded by:
timecard / sheet called into office
recorded by foreman other

List names of employees you worked with on this project:

ADDITIONAL COMMENTS TO ASSIST IN THE INVESTIGATION:

SIGNATURE AND NOTARY Complaints will be returned if not complete, substantiated or signed

Affiant is further informed that Section 2921.13 of the Ohio Revised Code provides a penalty of a misdemeanor of the first degree and that prosecution will be pursued against those persons who "knowingly swear and affirm the truth of a false statement when....the statement is sworn or affirmed before a notary public..."

I hereby certify that this is a true statement to the best of my knowledge and belief.

Signature

Date

Sworn to before me and subscribed by the said:

in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public

Return via Mail, Email, or Fax To:

Ohio Department of Commerce
Bureau of Wage and Hour Administration
6606 Tussing Road, P.O. Box 4009
Reynoldsburg, OH 43068-9009

Office: 614-644-2239

Fax: 614-728-8639

Email: webmaster@wagehour.com.state.oh.us

## INSTRUCTIONS FOR PREPARING CERTIFIED PAYROLL REPORTS

### General:

Contractors and subcontractors are required by law to submit certified payroll reports for work on projects covered by Ohio's Prevailing Wage Law. This form meets the reporting requirements established by Ohio Revised Code Chapter 4115. The use of this form is not mandatory; employers may submit their own forms if all of the required information is included. This form may be reproduced, or additional copies obtained from:

**Ohio Department of Commerce  
Division of Industrial Compliance  
Bureau of Wage and Hour Administration  
6606 Tussing Road, P.O. Box 4009  
Reynoldsburg, Ohio 43068-9009  
614-644-2239  
[www.com.ohio.gov](http://www.com.ohio.gov)**

### Certified Payroll Heading:

Employer name and address: Company's full name and address... Indicate if the company is a subcontractor.

Subcontractor: Check and list the name of the General Contractor or Prime.

Project: Name and location of the project, including county.

Contracting Public Authority: Name and address of the contracting public authority... (Owner of the project).

Week Ending: Month, day, and year for last day of reporting period.

Payroll #: Indicates first, second, third, etc. payroll filed by the company for the project.

Page indicator: number of pages included in the report.

Project Number: Determined by the public authority... If there is no number leave blank.

### Payroll Information by column:

- Employee Name, Address and Social Security number: This information must be provided for all employees that perform physical labor on the project. The Social Security number is required; the last four digits may be permitted by the public authority. Corporate officers, partners, and salaried employees are considered employees and must be paid the prevailing rate. Individual sole proprietors do not have to pay themselves prevailing rate but must report their hours on the project.
- Work Class: List classification of work performed by employee. If unsure of work classification, consult the Ohio Department of Commerce-Division of Industrial Compliance & Labor-Bureau of Wage and Hour Administration. Employees working more than one classification should have separate line entries for each classification. Indicate what year/level for Apprentices. Be specific when using laborer and operator classifications; for example, Backhoe Operator or Asphalt Laborer or by "Group".
- Hours Worked, Day & Date: In the first row of column 3, enter days of the company's pay period for example; M T W TH F S S. The second row is for the date that corresponds with each day for the pay period. In the employee information section, enter the number of hours worked on the prevailing wage project and which day the hours were worked. Separate rows are labeled for (ST) straight time hours and (OT) overtime hours. All hours worked after 40, must be paid at the appropriate overtime rate.
- Project Total Hours: Total the hours entered for pay period.
- Base Rate: Enter actual rate per hour paid to the employee. The overtime hourly rate is time and one-half the base rate listed in the prevailing wage schedule plus fringe benefits at straight time rate. The prevailing wage schedule lists the base rate plus fringe benefit amounts. These amounts added together equal the total prevailing wage rate. Employers must pay this total amount in one of three ways.
  - Total rate may be paid in entirety in the base rate to the employee; in which case, the cash designation will be checked for fringe benefits.
  - Total rate may be paid as listed in prevailing wage rate schedule with total fringe amounts paid approved plans.
  - Total rate may be paid with a combination of base rate and fringe payments to approved plans in amounts other than those listed in schedule.
- Project Gross: Enter total gross wages earned on the project for straight time and overtime. Project hours "X" base rate should equal project gross.
- Fringes: If fringe benefits are paid in the hourly base rate, indicate this by marking the **Cash** space. If fringe benefits are paid to approved plans as listed in the prevailing wage rate schedule, mark the space **Approved Plans**. If fringe benefits are paid partially in the base rate and partially to approved plans, mark the space **Cash & Approved Plans**. List the hourly amount paid to approved plans for each fringe. If payments are not made on a per hour basis, **calculate the hourly fringe credit by dividing the yearly employer contribution by** the lesser of: hours actually worked in the year (these must be documented) or **2080**. Fringe benefits include: **Employer's share** of health insurance, life insurance, retirement plan, bonus/profit sharing, sick pay, holiday pay, personal leave, vacation, and education/training programs. If unsure of a possible fringe benefit, contact the Ohio Department of Commerce-Division of Industrial Compliance & Labor-Bureau of Wage and Hour Administration.
- Total Hours All Jobs: Total all hours worked during the pay period including non-prevailing wage jobs.
- Total Gross All Jobs: Gross amount earned in the pay period for all hours worked.
- Self-explanatory.
- Self-explanatory.



# Certified Payroll Report

**Report for:**  Check if Subcontractor<sup>1)</sup> Contract No: \_\_\_\_\_ Payroll No: \_\_\_\_\_  
 Company:<sup>1)</sup> \_\_\_\_\_ If Sub, GC/Prime Contractor Name: \_\_\_\_\_ Project Name & Location: \_\_\_\_\_ Week Ending: \_\_\_\_\_  
 Address: \_\_\_\_\_ Public Authority (Owner): \_\_\_\_\_ Sheet:<sup>2)</sup> \_\_\_\_\_ of \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_  
 Phone No: \_\_\_\_\_

1. Employee Name, Address, & SS# (Last 4 digits if permitted)	2. Work Class <sup>3)</sup>	3. Prevailing Wage Project		4. Total Hours	5. Base Rate	6. Project Gross	Fringes:		Fringe Rate Your Company Pays Per Hour				Weekly Payroll Amount						
		Hours Worked - Day & Date	Hours				Cash & Approved Plans	Cash	Approved Plans	H&W	Pens	Vac	Hol	Other	Total	8. Total Hrs for all Jobs	9. Total Gross on All Jobs	10. Total Deductions	11. Net Pay on All Jobs
	OT																		
	ST																		
	OT																		
	ST																		
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	OT																		
	ST																		

1 ) By signing below, I certify that: (1) I pay, or supervise the payment of the employees shown above; (2) during the pay period reported on this form, all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done; (3) the fringe benefits have been paid as indicated above; (4) no rebates or deductions have been or will be made, directly or indirectly from the total wages earned, other than permissible deductions as defined in ORC Chapter 4115; and (5) apprentices are registered with the U.S. Dept. of Labor, Bureau of Apprenticeship and Training. I understand that the willful falsification of any of the above statements may subject the Contractor or Subcontractor to civil or criminal prosecution.

Type or Print Name and Title \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

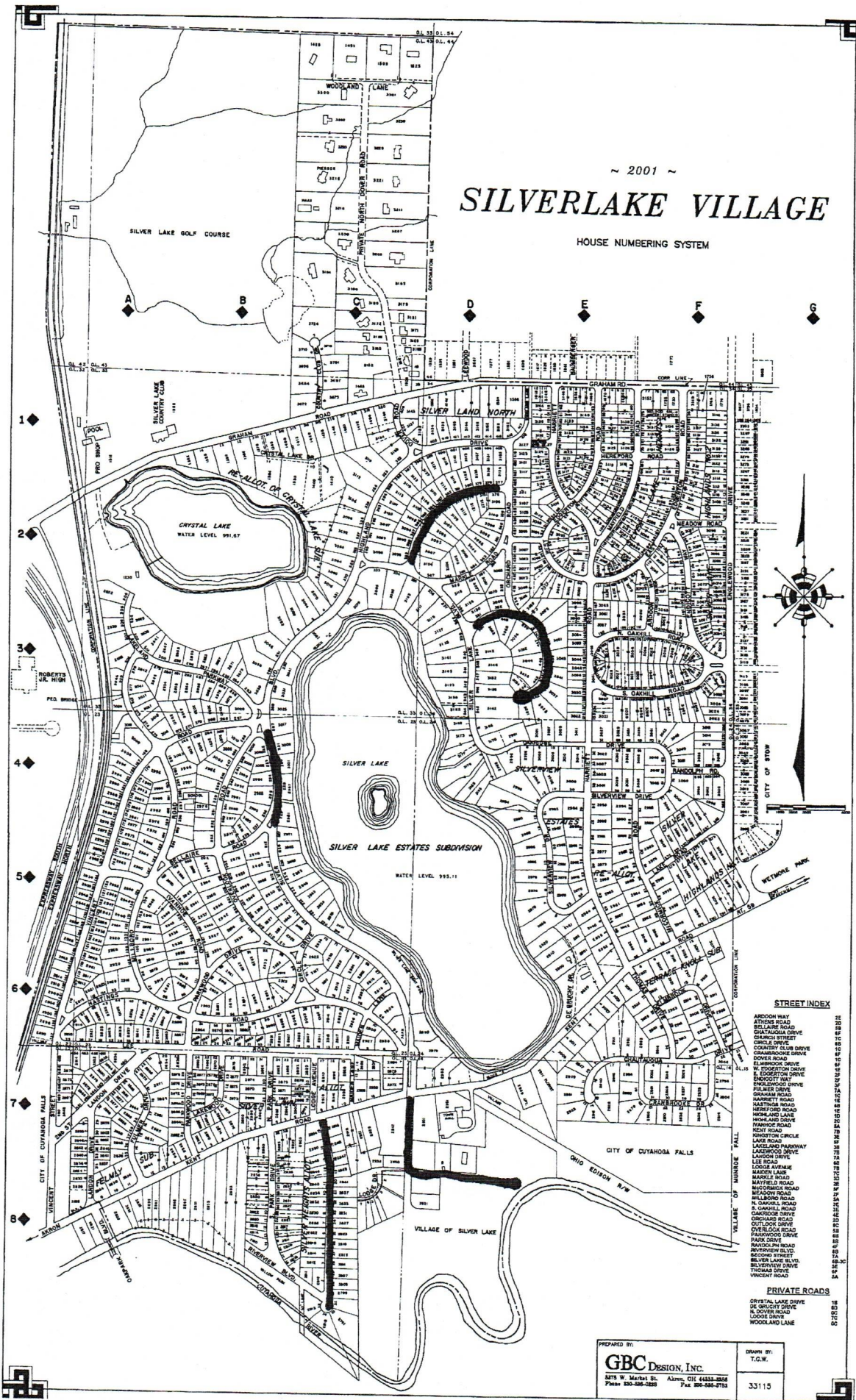
<sup>2)</sup> Attach additional sheets as necessary. <sup>3)</sup> Type in continuous line, text will wrap.

# **Appendix K**

(Village Map)

~ 2001 ~  
**SILVERLAKE VILLAGE**

HOUSE NUMBERING SYSTEM



**STREET INDEX**

- ARDON WAY 28
- ATLANTA ROAD 29
- BELLARIVE ROAD 30
- CHATAUKUA DRIVE 31
- CLARK STREET 32
- CIRCLE DRIVE 33
- COASTWAY CLUB DRIVE 34
- DOVER ROAD 35
- FRANKLIN DRIVE 36
- W. EDGESTON DRIVE 37
- EDGESTON DRIVE 38
- ENDICOTT WAY 39
- FILMER DRIVE 40
- GRAMHAM ROAD 41
- HASTINGS ROAD 42
- HIGHLAND LANE 43
- HIGHLAND DRIVE 44
- MANHATTAN ROAD 45
- NEST ROAD 46
- ROBERTSON DRIVE 47
- LAKE ROAD 48
- LAKEWOOD DRIVE 49
- LAKESHORE DRIVE 50
- LEE ROAD 51
- LOOSE AVENUE 52
- MARKER LAKE 53
- MARBLE ROAD 54
- MATTHEW ROAD 55
- MICHIGAN ROAD 56
- MILLBURN ROAD 57
- QUINN ROAD 58
- S. GARFIELD ROAD 59
- CANTON DRIVE 60
- ORCHARD ROAD 61
- OVERLOOK DRIVE 62
- PARKWAY DRIVE 63
- PAUL DRIVE 64
- RANDOLPH ROAD 65
- SECOND STREET 66
- SILVER LAKE BLVD 67
- SILVERVIEW DRIVE 68
- THOMAS DRIVE 69
- VINCENT ROAD 70

**PRIVATE ROADS**

- CRYSTAL LAKE DRIVE 71
- DE SPICHTY DRIVE 72
- N. DOVER ROAD 73
- LOOKS DRIVE 74
- WOODLAND LANE 75

PREPARED BY:  
**GBC DESIGN, INC.**  
875 W. Market St. Akron, OH 44315-8881  
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DRAWN BY:  
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33113