



# AIA<sup>®</sup> Document A105<sup>®</sup> – 2017

## Standard Short Form of Agreement Between Owner and Contractor

**AGREEMENT** made as of the Eleventh day of May in the year Two Thousand Twenty-six  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

Brecksville-Broadview Heights City School District (BBHCSD)  
6638 Mill Road  
Brecksville, OH 44141

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Contractor:  
(Name, legal status, address and other information)

All Ways Construction LLC  
11938 Mayfield Road  
Chardon, OH 44024

for the following Project:  
(Name, location and detailed description)

BBHCSD Pavement Improvements 2026

The Architect: Where "Architect" appears in this document, it shall be read as "Landscape Architect."  
(Name, legal status, address and other information)

Behnke Associates, Inc. dba Behnke Landscape Architecture  
2658 Scranton Road, Suite 2  
Cleveland, OH 44113

The Owner and Contractor agree as follows.

Init.

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**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated March 2026 , and enumerated as follows:

Drawings:

Number	Title	Date
<u>See Attached EXHIBIT A</u>		

Specifications:

Section	Title	Pages
<u>See Attached EXHIBIT B</u>		

- .3 addenda prepared by the Architect as follows:

Number	Date	Pages
<u>1</u>	<u>3/30/2026</u>	<u>1</u>

- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:

N/A

**ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

**§ 2.2 Date of Commencement:**

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.  
*(Insert the date of commencement if other than the date of this Agreement.)*

June 8, 2026

**§ 2.3 Substantial Completion:**

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:  
*(Check the appropriate box and complete the necessary information.)*

Not later than ( ) calendar days from the date of commencement.

By the following date: August 25, 2026

**ARTICLE 3 CONTRACT SUM**

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

One Hundred Three Thousand Five Hundred Forty-four dollars and 78/100 (\$ 103,544.78 )

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:  
*(Itemize the Contract Sum among the major portions of the Work.)*

Portion of the Work	Value
<u>See Attached EXHIBIT C</u>	

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:  
*(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

N/A

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:  
*(Identify each allowance.)*

Item	Price
<u>N/A</u>	

§ 3.5 Unit prices, if any, are as follows:  
*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
<u>See EXHIBIT C</u>		

**ARTICLE 4 PAYMENTS**

§ 4.1 Based on Contractor’s Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

*(Insert below timing for payments and provisions for withholding retainage, if any.)*

Monthly. See Article 12 for ADDITIONS.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

*(Insert rate of interest agreed upon, if any.)*

N/A % ---

**ARTICLE 5 INSURANCE**

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than One Million dollars (\$ 1,000,000.00 ) each occurrence, Two Million dollars (\$ 2,000,000.00 ) general aggregate, and Two Million dollars (\$ 2,000,000.00 ) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million dollars (\$ 1,000,000.00 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers’ Compensation at statutory limits.

§ 5.1.5 Employers’ Liability with policy limits not less than Five Hundred Thousand dollars (\$ 500,000.00 ) each accident, Five Hundred Thousand dollars (\$ 500,000.00 ) each employee, and Five Hundred Thousand dollars (\$ 500,000.00 ) policy limit.

§ 5.1.6 The Contractor shall provide builder’s risk insurance to cover the total value of the entire Project on a replacement cost basis.

**§ 5.1.7 Other Insurance Provided by the Contractor**

*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

Coverage	Limits
<u>Not Applicable</u>	

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner’s usual liability insurance and shall provide property insurance to cover the value of the Owner’s property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner’s property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor’s obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

## ARTICLE 6 GENERAL PROVISIONS

### § 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

### § 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

### § 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

### § 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

### § 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.  
*(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)*

<u>Brian Koss, Facilities and Safety Coordinator</u>	<a href="mailto:kossb@BBHCSD.org">kossb@BBHCSD.org</a>
<u>Tommy Ronyak, All Ways Construction LLC</u>	<a href="mailto:tommy@allwaysconstruction.com">tommy@allwaysconstruction.com</a>
<u>Tom Zarfoss, Project Manager</u>	<a href="mailto:tzarfoss@behnkela.com">tzarfoss@behnkela.com</a>

## ARTICLE 7 OWNER

### § 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

### § 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

### **§ 7.3 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

### **§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts**

**§ 7.4.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

**§ 7.4.2** The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

## **ARTICLE 8 CONTRACTOR**

### **§ 8.1 Review of Contract Documents and Field Conditions by Contractor**

**§ 8.1.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

**§ 8.1.2** The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

### **§ 8.2 Contractor's Construction Schedule**

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

### **§ 8.3 Supervision and Construction Procedures**

**§ 8.3.1** The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

**§ 8.3.2** The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

### **§ 8.4 Labor and Materials**

**§ 8.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

**§ 8.4.2** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

### **§ 8.5 Warranty**

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

**§ 8.6 Taxes**

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

**§ 8.7 Permits, Fees and Notices**

**§ 8.7.1** The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

**§ 8.7.2** The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

**§ 8.8 Submittals**

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

**§ 8.9 Use of Site**

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

**§ 8.10 Cutting and Patching**

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

**§ 8.11 Cleaning Up**

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

**§ 8.12 Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

**ARTICLE 9 ARCHITECT**

**§ 9.1** The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

**§ 9.2** The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

**§ 9.3** The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

**§ 9.4** Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

#### ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable ~~adjustment~~ adjustment as agreed to by the Owner.

#### ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

#### ARTICLE 12 PAYMENTS AND COMPLETION

##### § 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

a. ADDED: Payment and performance bond as provided in ORC 153.571.

b. ADDED: Retainage: Owner shall withhold from each application for payment 4% as retainage.

##### § 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and

suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

### § 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

### § 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

### § 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

a. ADDED: Liquidated Damages: In the event Contractor fails to complete the project by the Substantial Completion Date, liquidated damages in the amount of \$1,000 per day shall be assessed.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

### § 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

#### ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

#### ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

#### ARTICLE 15 MISCELLANEOUS PROVISIONS

##### § 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

##### § 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

~~§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require. DELETED.~~

##### § 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

#### ARTICLE 16 TERMINATION OF THE CONTRACT

##### § 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

##### § 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- 1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor’s surety, if any, seven days’ written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

**§ 16.3 Termination by the Owner for Convenience**

The Owner may, at any time, terminate the Contract for the Owner’s convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

**ARTICLE 17 OTHER TERMS AND CONDITIONS**

*(Insert any other terms or conditions below.)*

N/A

This Agreement entered into as of the day and year first written above.

*(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)*

N/A

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
*(Printed name and title )*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

\_\_\_\_\_  
*(Printed name and title )*

LICENSE NO.:  
 JURISDICTION:

# Repair/Replacement of Asphalt Pavement Brecksville-Broadview Heights Middle School/High School/ Elementary School

2026

Brecksville-Broadview Heights School District  
6380 Mill Road, Brecksville, OH 44141



Location Map   
N.T.S.

Landscape Architect:  
Behnke Landscape Architecture



## Sheet Index:

SITE DRAWINGS:

- L1.0 INDEX MAP
- L2.0 AREAS 1, 4, & 5
- L3.0 AREAS 2 & 3
- L4.0 ALT BID #5 - LAYOUT & GRADING PLAN
- L5.0 ELEMENTARY SCHOOL STRIPING
- L6.0 DETAILS
- L6.1 DETAILS

March 17, 2026 - Bid Set

b



**berhke**  
 LANDSCAPE ARCHITECTURE  
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 Cleveland, Ohio 44115-1118  
 P. 216.341.1000 F. 216.341.1001  
 www.berhke.com  
 info@berhke.com



Consultant:

Consultant's Seal

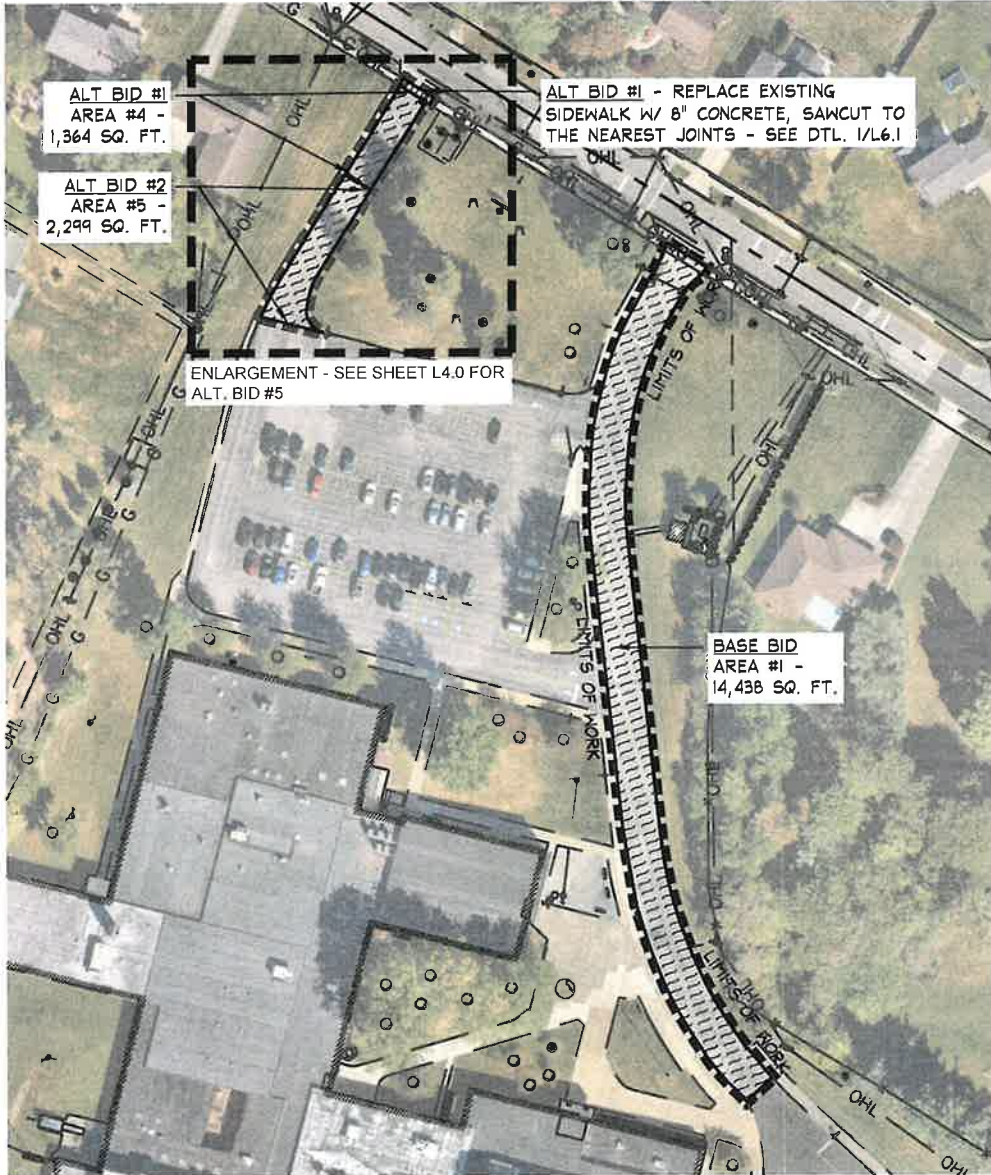
**BBHSD Pavement Improvements**  
 Brecksville-Broadview Heights School District  
 Middle School / High School  
 6380 Mill Road, Brecksville, OH 44141

Issued / Revised	By	For
11/17/2021	BERHKE	ISSUE

Drawn by: \_\_\_\_\_ Checked by: \_\_\_\_\_

Index  
Map

L1.0



ALT BID #1  
AREA #4 -  
1,364 SQ. FT.

ALT BID #2  
AREA #5 -  
2,299 SQ. FT.

ENLARGEMENT - SEE SHEET L4.0 FOR  
ALT. BID #5

ALT BID #1 - REPLACE EXISTING  
SIDEWALK W/ 8" CONCRETE, SAWCUT TO  
THE NEAREST JOINTS - SEE DTL. 1/L6.1

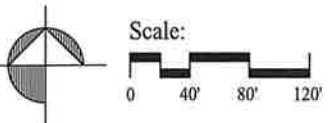
BASE BID  
AREA #1 -  
14,438 SQ. FT.

**LEGEND:**

- LIMITS OF WORK
- SITE ENLARGEMENT - SEE SHEET L4.0
- [Hatched Box] 8" CONCRETE PAVEMENT - SEE DTL. 5/L6.0
- [Hatched Box] CONTROL JOINT EXPANSION JOINT (EJ)
- [Hatched Box] 2" ASPHALT PLANE AND FILL - SEE DTL. 1/L6.0

**GENERAL NOTES:**

1. FIELD VERIFY EXISTING CONDITIONS, PRIOR TO CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR EMPLOYING A PRIVATE UTILITY-LOCATING SERVICE, IN ADDITION TO O.U.P.S., FOR VERIFYING THE LOCATION OF THE UTILITIES SHOWN, AND LOCATING ANY UNMARKED UTILITIES.
2. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING & MAINTAINING ALL UTILITIES TO REMAIN, AND REPAIRING ALL DAMAGED UTILITIES TO REMAIN, AT NO ADDITIONAL COST TO THE OWNER.
3. IF ANY UTILITY IS DAMAGED DURING CONSTRUCTION, THE CONTRACTOR SHALL STOP WORK IMMEDIATELY, NOTIFY THE OWNER'S REPRESENTATIVE, AND WAIT FOR AUTHORIZATION TO PROCEED.
4. MEET ALL EXISTING GRADES FLUSH. GRADES SHOWN ARE FINAL FINISH ELEVATIONS.
5. ALL PAVED SURFACES TO HAVE A MINIMUM 1.0% SLOPE, IN AT LEAST ONE DIRECTION.
6. THE OWNER WILL REMOVE ALL MOVABLE OBSTRUCTIONS.
7. CONTRACTOR TO REPAINT ALL TRAFFIC/PARKING CONTROL MARKINGS EXACTLY AS THEY EXIST INCLUDING (BUT NOT LIMITED TO): PEDESTRIAN CROSSWALKS, NO PARKING ZONES, FIRE ZONES, PARKING SPACES, ROADWAY CENTER, AND EDGE LINES.
8. CONTRACTOR TO REPAINT ALL PAINTED LINES ON ALL DISTRICT PROPERTIES. THIS INCLUDES:
  - A. HIGH SCHOOL & MIDDLE SCHOOL CAMPUS
  - B. ELEMENTARY SCHOOL (PER THIS SHEET - L5.0) - CONTINUE PAINTING TO PROPERTY LINE
9. ALL PAVEMENT MARKING WORK PER ODOT ITEM 640 AND 643
10. PAVEMENT MARKING COLORS TO MATCH EXISTING TRAFFIC PAINT INCLUDING- BUT NOT LIMITED TO- WHITE, YELLOW, AND BLUE.
11. THE WORK PROVIDES LESS THAN 10,000 S.F. OF NEW IMPERVIOUS AREA. THEREFORE, POST DEVELOPMENT RUNOFF CONTROLS ARE NOT REQUIRED PER SECTION 1331.07.E. HOWEVER, THE CONTRACTOR SHALL PROVIDE SEDIMENT AND EROSION CONTROLS AS REQUIRED BY CHAPTER 1331, BRECKSVILLE CODE OF ORDINANCES.
12. ODOT CONSTRUCTION & MATERIAL SPECIFICATION (JANUARY 1, 2023 EDITION) APPLIES TO THIS PROJECT.



**OHIO**  
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**SERVICE**  
Call Before You Dig

1-800-362-2764

CALL THREE WORKING DAYS BEFORE YOU DIG  
(NON MEMBERS MUST BE CALLED DIRECTLY)



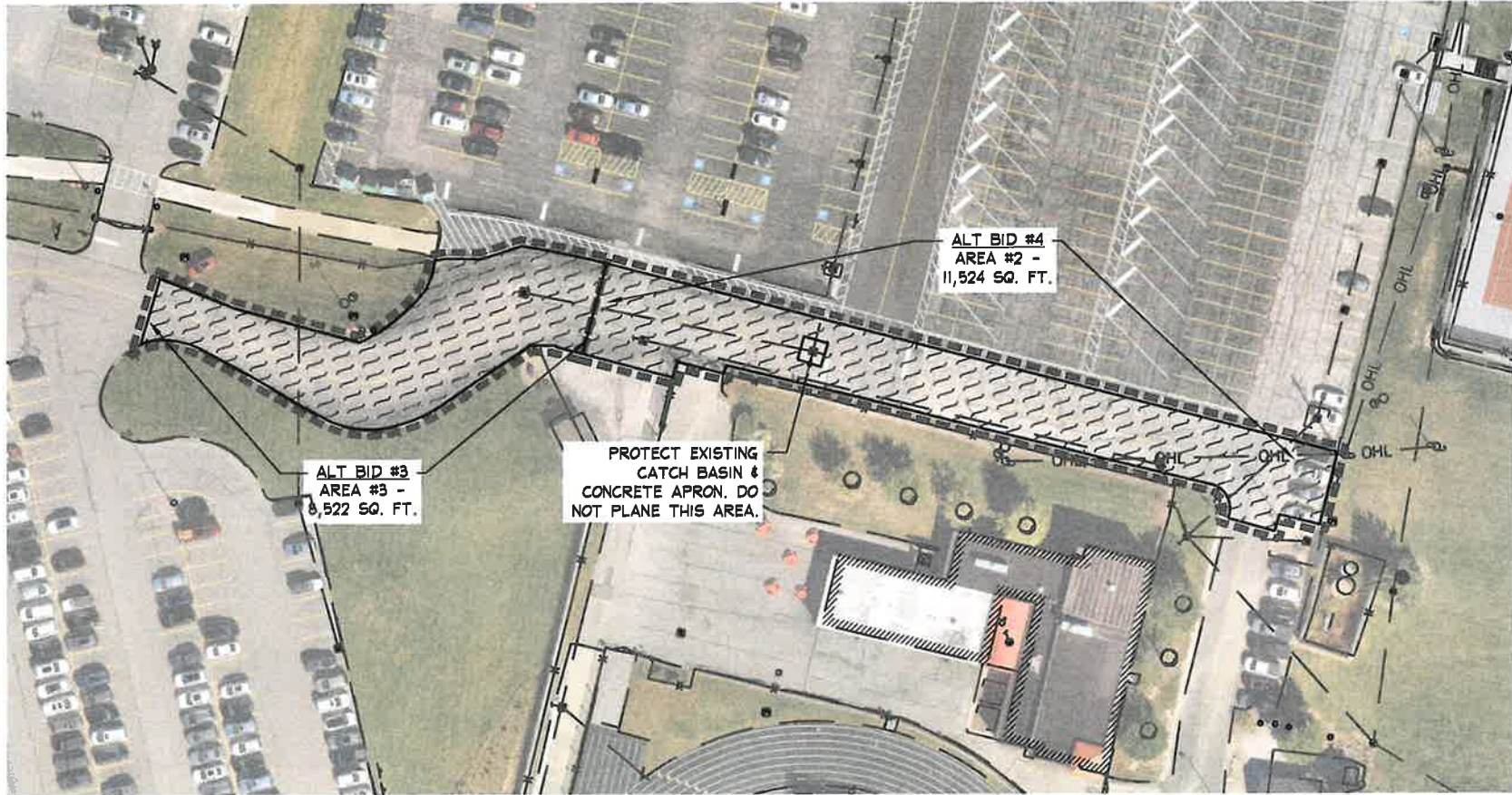
Contractor's Seal

**BBHSD Pavement Improvements**  
Brecksville-Broadview Heights School District  
Middle School / High School  
6380 Mill Road, Brecksville, OH 44141

Issued / Revised	
NO.	DESCRIPTION
1	1/17/2023/2024

Areas  
1, 4, & 5

L2.0



**LEGEND:**

- LIMITS OF WORK
- 2" ASPHALT PLANE AND FILL - SEE DTL. 1/L6.0

SEE SHEET L-2.0 FOR GENERAL NOTES



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**berhke**  
LANDSCAPE ARCHITECTURE  
2685 Sycamore Road, Suite 2  
Columbus, Ohio 43232-1515  
614.291.9100 F. 614.291.5950  
www.berhke.com  
E. info@berhke.com



Consultants:

Consultant's Seal:

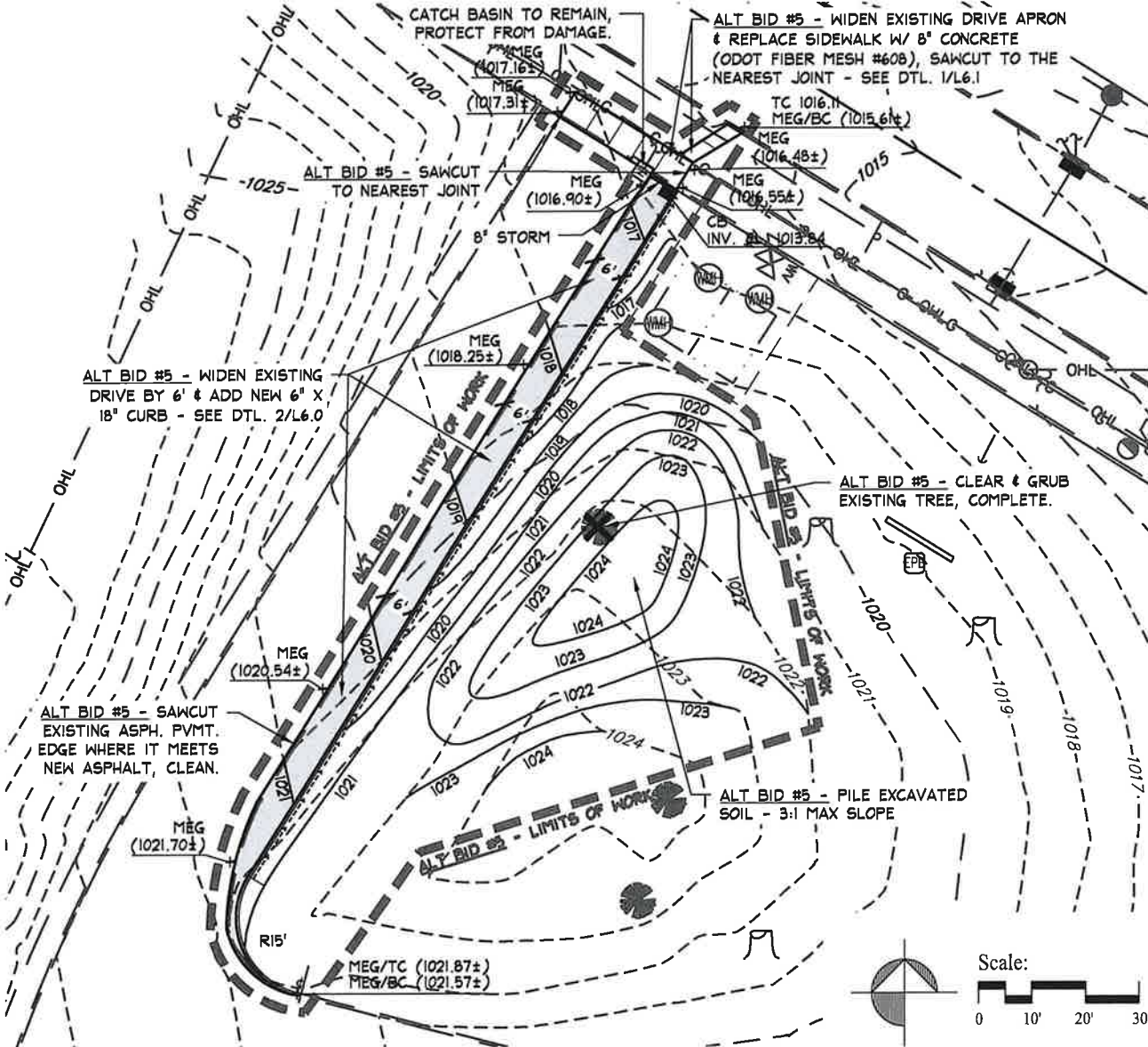
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Areas  
2 & 3

**L3.0**



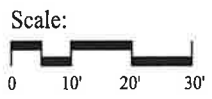
**LEGEND:**

- LIMITS OF WORK
- HEAVY DUTY CONC. PVMT. - SEE DTL. 5/L6.0
- CONTROL JOINT EXPANSION JOINT (EJ)
- ASPHALT PVMT. - SEE DTL. 2/L6.0
- PAVEMENT EDGE WITH CURB
- CURVE PC (POINT OF CURVATURE,) AND PT (POINT OF TANGENCY)
- CATCH BASIN (CB) - SEE DTL. 1/L6.1
- - - -1150-- EXISTING CONTOUR
- 636 - PROPOSED CONTOUR
- + 44.75 PROPOSED SPOT ELEVATION
- TC TOP OF CURB
- BC BOTTOM OF CURB
- MEG MEET EXISTING GRADE FLUSH
- 4" PERF. SUBDRAIN - SEE DTL. 2/L6.0

**SEE SHEET L-2.0 FOR GENERAL NOTES**

OHIO Utilities Protection SERVICE  
 Call Before You Dig

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2500 Summer Road, Suite 2  
 Columbus, Ohio 43123-3115  
 P: 614.891.4100 F: 614.891.4101  
 www.behnke.com  
 E: info@behnke.com



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 Middle School / High School  
 6380 Mill Road, Brecksville, OH 44141

Issued / Revised	NO DATE	DESCRIPTION

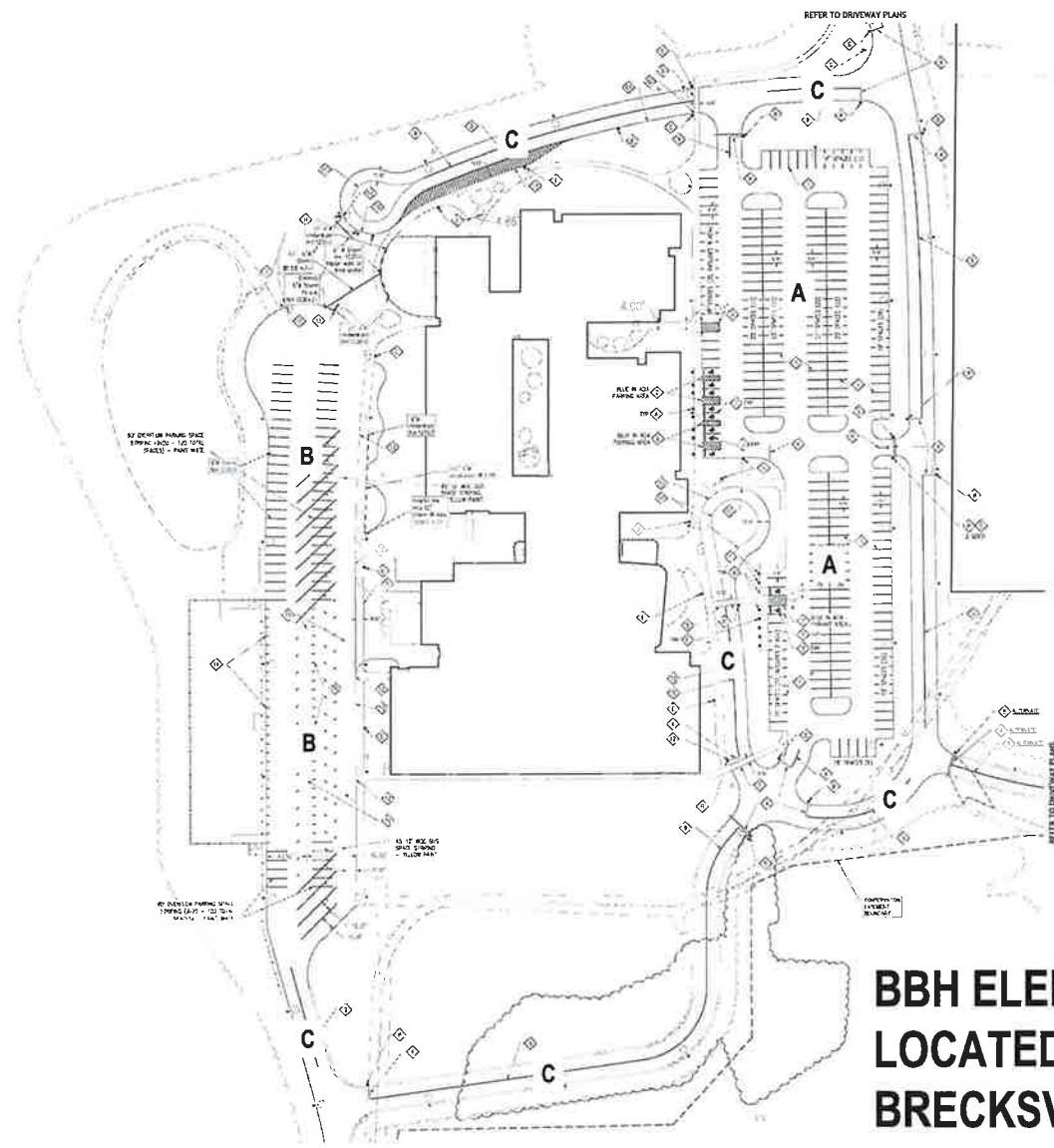
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Alt. Bid #5  
 Layout &  
 Grading Plan

**L4.0**

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- PAVEMENT MARKING KEY NOTE LEGEND**
1. 1" WIDE YELLOW STRIPES - 10' ON CENTER - 1/2" DEPTH
  2. 1" WIDE YELLOW STRIPES - 10' ON CENTER - 1/2" DEPTH
  3. 1" WIDE YELLOW STRIPES - 10' ON CENTER - 1/2" DEPTH
  4. 1" WIDE YELLOW STRIPES - 10' ON CENTER - 1/2" DEPTH
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  6. 1" WIDE YELLOW STRIPES - 10' ON CENTER - 1/2" DEPTH
  7. 1" WIDE YELLOW STRIPES - 10' ON CENTER - 1/2" DEPTH
  8. 1" WIDE YELLOW STRIPES - 10' ON CENTER - 1/2" DEPTH
  9. 1" WIDE YELLOW STRIPES - 10' ON CENTER - 1/2" DEPTH
  10. 1" WIDE YELLOW STRIPES - 10' ON CENTER - 1/2" DEPTH
  11. 1" WIDE YELLOW STRIPES - 10' ON CENTER - 1/2" DEPTH
  12. 1" WIDE YELLOW STRIPES - 10' ON CENTER - 1/2" DEPTH
  13. 1" WIDE YELLOW STRIPES - 10' ON CENTER - 1/2" DEPTH
  14. 1" WIDE YELLOW STRIPES - 10' ON CENTER - 1/2" DEPTH
  15. 1" WIDE YELLOW STRIPES - 10' ON CENTER - 1/2" DEPTH
  16. 1" WIDE YELLOW STRIPES - 10' ON CENTER - 1/2" DEPTH
  17. 1" WIDE YELLOW STRIPES - 10' ON CENTER - 1/2" DEPTH
  18. 1" WIDE YELLOW STRIPES - 10' ON CENTER - 1/2" DEPTH
  19. 1" WIDE YELLOW STRIPES - 10' ON CENTER - 1/2" DEPTH
  20. 1" WIDE YELLOW STRIPES - 10' ON CENTER - 1/2" DEPTH

- SCAFFOLD KEY NOTE LEGEND**
1. 1" WIDE YELLOW STRIPES - 10' ON CENTER - 1/2" DEPTH
  2. 1" WIDE YELLOW STRIPES - 10' ON CENTER - 1/2" DEPTH
  3. 1" WIDE YELLOW STRIPES - 10' ON CENTER - 1/2" DEPTH
  4. 1" WIDE YELLOW STRIPES - 10' ON CENTER - 1/2" DEPTH
  5. 1" WIDE YELLOW STRIPES - 10' ON CENTER - 1/2" DEPTH
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  7. 1" WIDE YELLOW STRIPES - 10' ON CENTER - 1/2" DEPTH
  8. 1" WIDE YELLOW STRIPES - 10' ON CENTER - 1/2" DEPTH
  9. 1" WIDE YELLOW STRIPES - 10' ON CENTER - 1/2" DEPTH
  10. 1" WIDE YELLOW STRIPES - 10' ON CENTER - 1/2" DEPTH
  11. 1" WIDE YELLOW STRIPES - 10' ON CENTER - 1/2" DEPTH
  12. 1" WIDE YELLOW STRIPES - 10' ON CENTER - 1/2" DEPTH
  13. 1" WIDE YELLOW STRIPES - 10' ON CENTER - 1/2" DEPTH
  14. 1" WIDE YELLOW STRIPES - 10' ON CENTER - 1/2" DEPTH
  15. 1" WIDE YELLOW STRIPES - 10' ON CENTER - 1/2" DEPTH
  16. 1" WIDE YELLOW STRIPES - 10' ON CENTER - 1/2" DEPTH
  17. 1" WIDE YELLOW STRIPES - 10' ON CENTER - 1/2" DEPTH
  18. 1" WIDE YELLOW STRIPES - 10' ON CENTER - 1/2" DEPTH
  19. 1" WIDE YELLOW STRIPES - 10' ON CENTER - 1/2" DEPTH
  20. 1" WIDE YELLOW STRIPES - 10' ON CENTER - 1/2" DEPTH

- SCAFFOLD & PAVEMENT MARKING NOTES**
1. ALL MARKING SHALL BE PAINTED ON A SURFACE OF AT LEAST 1/2" DEPTH.
  2. ALL MARKING SHALL BE PAINTED ON A SURFACE OF AT LEAST 1/2" DEPTH.
  3. ALL MARKING SHALL BE PAINTED ON A SURFACE OF AT LEAST 1/2" DEPTH.
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  20. ALL MARKING SHALL BE PAINTED ON A SURFACE OF AT LEAST 1/2" DEPTH.

**BBH ELEMENTARY SCHOOL IS  
LOCATED AT 3500 OAKES ROAD  
BRECKSVILLE, OHIO 44141**



Contractor's Seal

Contractor's Seal

**BBHSD Pavement Improvements**  
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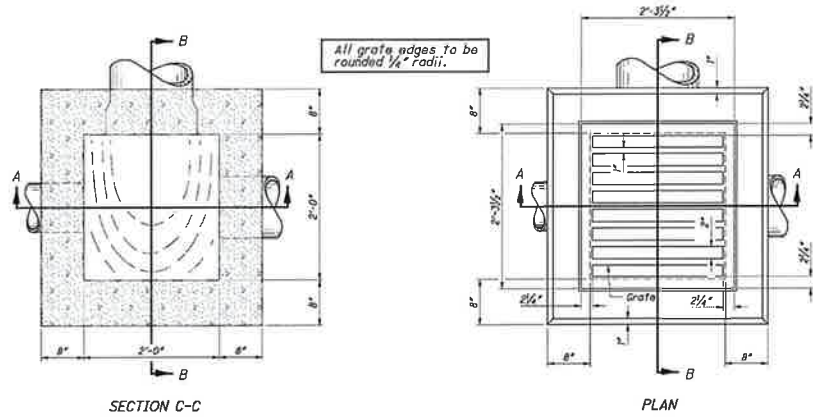
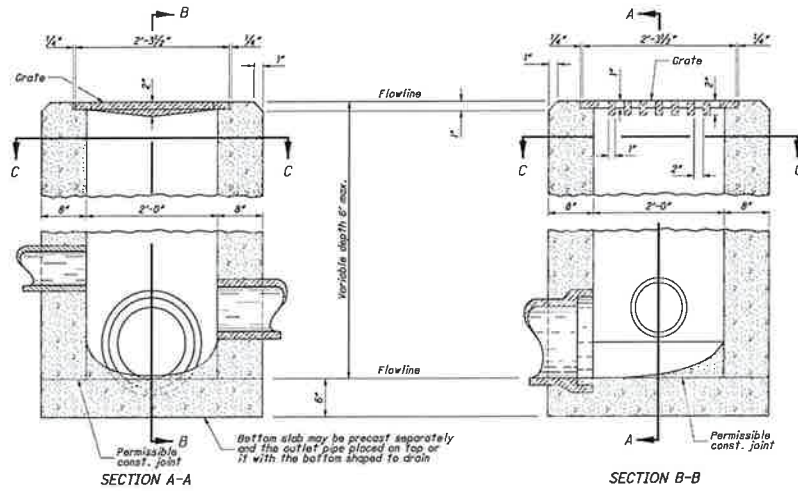
Elementary  
School Paint  
Striping

L5.0



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CB-2-2A,2B,2C



CATCH BASIN No. 2-2B

**NOTES**

**CATCH BASINS 2-2A, 2-2B & 2-2C:** This sheet depicts Catch Basin 2-2B & 2-2C. See Sheet 1 of 2 for Catch Basin 2-2A.

**CB-2-2B GRATE:** Furnish a design essentially the same and equally as strong as the one shown (see Construction Information Table), or meet the requirements of CMS 711.N. Provide grate openings and dimensions as shown here unless otherwise shown in the plans.

If necessary, bicycle safe grates will be specified in the plans. Furnish Neenoh No. R-455-S or EJ No. 5100J3 (G051043) grates or approved equals.

Place grate elevation 4" to 6" below normal ditch and return to normal 10' to 15' each side of inlet.

**CB-2-2C FRAME & GRATE:** Where the catch basin is specified for use in a parking lot, Furnish Neenoh No. R-1878-45C or EJ No. V-5622 (4562200) frame and V-5629 (4562200) grate or approved equals. If necessary, bicycle safe grates will be specified in the plans. Furnish Neenoh No. R-3405 grate or EJ No. 5250M (G052503) grate or approved equals.

**CB-2-2C APRON:** On cast-in-place and precast units, provide a level surface on the catch basin 4" below the plan grate elevation for setting the frame and grate assembly. Install a 4000 psi concrete apron to encase and secure the frame with a minimum width not less than the thickness of the catch basin walls. Slope the apron to provide a local depression. Include a 1" expansion joint where the apron abuts PCC pavement. The cast is included in the catch basin bid price.

**GRATE TEXT:** Cast the following text into the top of the grate:  
**"GRADS TO WATERWAY" and "XRAY NO WASTE"**

Print text in bold, capital letters of least 1/2" high. "WATERWAY" may be substituted with "STREAM", "RIVER", "LAKE", etc. Actual placement and logo may vary per manufacturer.

**WALLS:** Construct cast-in-place walls with a nominal 8" thickness. Provide precast walls at least 8" thick with sufficient reinforcement to permit shipping and handling without damage.

**CONCRETE:** Provide Class CCI concrete for cast-in-place structures. When precast, provide concrete meeting the requirements of CMS 706.13. Mark the catch basin number on the structure.

**PRECAST BASE:** If a precast base is used, set it deep enough so that the top can be placed on the base to provide the grate elevation specified in the plans. Do not use brick layers to adjust the top elevation.

**LOCATION AND ELEVATION:** When given on the plans, location and elevation are of the top center of the grate.

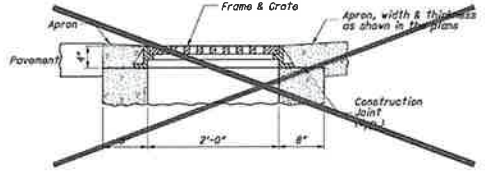
**MINIMUM DEPTH:** The minimum depth of CB No. 2-2B is the outside diameter (O.D.) of the outlet pipe plus 4". The minimum depth of CB No. 2-2C is the outside diameter (O.D.) of the outlet pipe plus 8".

**OPENINGS:** Ensure pipe openings are the O.D. of the pipe being supplied plus 2" when fabricated or field cut. Fill any voids per CMS 611.

**PAYMENT:** All materials and labor, including excavation and backfilling, are paid for under Item 611 - Catch Basin, No. 2-2B or 2C.

**CONSTRUCTION INFORMATION**  
Minimum weight of grate, 120 lbs.

**DOES NOT APPLY**



CATCH BASIN No. 2-2C

OFFICE OF HYDRAULIC ENGINEERING 1-25-2016 7-20-2018 7-15-2019 1-18-2013 1-16-2021 7-15-2022 1-20-2023 7-15-2024 SDS ENGINEER K. Brandon Jeffrey E. Syar	STANDARD HYDRAULIC CONSTRUCTION DRAWING CATCH BASIN No.'s 2-2A, 2-2B, 2-2C	DESIGN AGENCY 
DATE OF DESIGN DATE OF CONSTRUCTION DATE OF REVISION DATE OF REVISION DATE OF REVISION DATE OF REVISION DATE OF REVISION DATE OF REVISION	DRAWN BY CHECKED BY DATE DATE DATE DATE DATE DATE	SHEET NO. CB-2-2A,2B,2C SHEET TOTAL P.2   2



Consultant's Seal  
 Jeffrey E. Syar

**BBHSD Pavement Improvements**  
 Brecksville-Broadview Heights School District  
 Middle School / High School  
 6380 Mill Road, Brecksville, OH 44141

Drawn by Checked by Date Date
--

**CATCH BASIN DETAIL**

Not to Scale

Details

L6.1

TABLE OF CONTENTS  
REPAIR/REPLACEMENT OF ASPHALT PAVEMENT AND  
PAINT STRIPING

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00 22 13	Supplementary Instructions to Bidders
00 26 00	Procurement Substitution Procedures
00 31 19	Existing Condition Information
00 41 13	Bid Form
00 42 13	Unit Price List
00 43 13	Bid Security Forms
00 72 13	General Conditions
00 73 00	Supplemental Conditions

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01 31 00	Project Management and Coordination
01 32 00	Construction Progress Documentation
01 33 00	Submittal Procedures
01 40 00	Quality Requirements
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01 73 00	Execution
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L2.0 AREAS 1, 4, & 5
L3.0 AREAS 2 & 3
L4.0 ALT BID #5 - LAYOUT & GRADING PLAN
L5.0 ELEMENTARY SCHOOL STRIPING
L6.0 DETAILS
L6.1 DETAILS

END OF SECTION

BBHSD PAVEMENT IMPROVEMENTS - 2026  
SECTION 00 42 13  
SCHEDULE OF ITEMS

Each Bidder shall be required to submit Unit Prices for each of the items on the Unit Price List. Unit prices as indicated on the Unit Price List are for furnished and installed work and shall govern for all additions to or deductions from the work. These unit prices shall include all overhead, profit, general conditions, as well as cost of labor and material. Unit prices shall remain valid until a Certificate of Substantial Completion has been issued. Unit prices are to be net for work in place and are to include all incidental items. **QUANTITIES ARE FOR CONTRACTOR CONVENIENCE ONLY. CONTRACTOR WILL BE RESPONSIBLE FOR VERIFYING QUANTITIES.**

ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>BASE BID - Sh. L2.0</b>				
1 2" Plane and Fill per Details Sh L 6.0	1,604	sy	21.04	33,748.16
2 Gutter/Joint Sealant - ODOT #423	1,237	lf	2.00	2,474.00
3 Paint Striping - ODOT # 641	1	ls	1,800.00	1,800.00
Repaint all existing traffic markings (yellow/white) at the High School/Middle School Campus and the Elementary School Campus (except area B on Sh L-5).			<b>TOTAL BASE BID</b>	<u>38,022.16</u>

**ALTERNATE #1 - Sh L2.0**

1 2" Plane and Fill per Details Sh L 6.0	132	sy	38.45	5,075.40
2 8" Concrete ODOT	119	sf	30.00	3,570.00
3 Gutter/Joint Sealant - ODOT #423	184	lf	2.00	368.00
<b>TOTAL ALTERNATE #1 BID</b>				<u>9,013.40</u>

**ALTERNATE #2 - Sh L2.0**

1 2" Plane and Fill per Details Sh L 6.0	256	sy	29.20	7,475.20
4 Gutter/Joint Sealant - ODOT #423	285	lf	2.50	712.50
<b>TOTAL ALTERNATE #2 BID</b>				<u>8,187.70</u>

**ALTERNATE #3 - Sh L3.0**

1 2" Plane and Fill per Details Sh L 6.0	947	sy	18.56	17,576.32
2 Gutter/Joint Sealant - ODOT #423	530	lf	2.00	1,060.00
<b>TOTAL ALTERNATE #3 BID</b>				<u>18,636.32</u>

**ALTERNATE #4 - Sh L3.0**

1 2" Plane and Fill per Details Sh L 6.0	1,280	sy	21.94	28,083.20
2 Gutter/Joint Sealant - ODOT #423	801	lf	2.00	1,602.00
<b>TOTAL ALTERNATE #4 BID</b>				<u>29,685.00</u>

**ALTERNATE #5 - WIDEN PICK UP - DROP OFF DRIVE - Sh L4.0**

1 Excavation/Grading/Stockpile Topsoil ODOT #200	1	ls	4,000.00	4,000.00
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