

ADDENDUM NO. 4

NEW HILLIARD MEMORIAL MIDDLE SCHOOL
HILLIARD, OH

HILLIARD CITY SCHOOLS
COLUMBUS, OH 43228

Project No. 216064.00

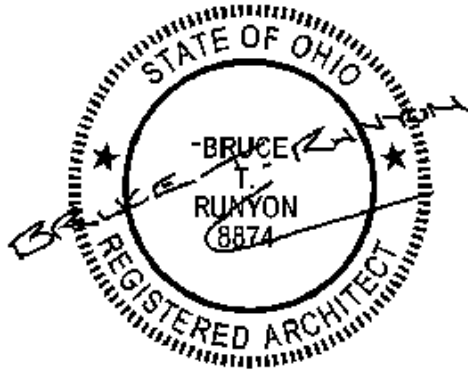
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February 3, 2017

I hereby certify that the Project Drawings and the Project Manual were prepared by me or under my direct supervision and that I am a duly registered Architect/Engineer under the Laws of the State of Ohio.

FANNING/HOWEY ASSOCIATES, INC.
ARCHITECTS/ENGINEERS



Bruce T. Runyon, License No. A-01-8874
Expiration Date: 12/31/2017

TO: ALL BIDDERS OF RECORD

ADDENDUM NO. 4 to Drawings and Project Manual, dated January 9, 2017, for New Hilliard Memorial Middle School, Hilliard City Schools, 2140 Atlas Street, Columbus, Ohio 43228; as prepared by Fanning/Howey Associates, Inc., Dublin, Ohio.

This Addendum shall hereby be and become a part of the Contract Documents the same as if originally bound thereto.

The following clarifications, amendments, additions, revisions, changes, and modifications change the original Contract Documents only in the amount and to the extent hereinafter specified in this Addendum.

Each bidder shall acknowledge receipt of this Addendum in his proposal or bid.

NOTE: Bidders are responsible for becoming familiar with every item of this Addendum. (This includes miscellaneous items at the very end of this Addendum.)

RE: ALL BIDDERS

ITEM NO. 1. PROJECT MANUAL, SECTION 00 41 26 – BID FORM

- A. The Bid Form has been revised for this Project. This revised form, dated 2-3-17, is the applicable form to be used by all bidders and is included with and hereby made a part of this Addendum.

ITEM NO. 2. REVISED PROJECT MANUAL SECTIONS

- A. Document 00 21 13 – Instructions To Bidders, Document 00 43 13 – Bid Guaranty and Contract Bond, and Section 32 12 16 – Asphalt Paving have been revised, dated 2-3-17, are included with and hereby made a part of this Addendum.

ITEM NO. 3. REPLACEMENT DOCUMENTS

- A. The following replacement documents are included with this Addendum No. 4:
1. Instructions to Bidders
 2. Bid Form
 3. Bid Guaranty and Contract Bond

These documents were modified to include the combined bid options referenced in Addendum No. 2. **Use these replacement documents instead of the documents included in the original Project Manual issued for the Project.**

ITEM NO. 4. PROJECT MANUAL, DOCUMENT 00 72 00 – GENERAL CONDITIONS

- A. Supplement to Article 7 (Changes in the Work): Add the following items to Section 7.3.7 of the modified AIA Document A201-2007 included in the Bid Package:
- .6 Total overhead and profit for the Contractor and its Subcontractors on any add Change Order will be a maximum of **20%** of the total cost of labor and material, including all labor and material provided by Subcontractors; and
 - .7 Total overhead and profit for the Contractor and its Subcontractors on any deduct Change Order will be a maximum of **15%** of the total cost of labor and material, including all labor and material provided by Subcontractor.

ITEM NO. 5. PROJECT MANUAL, SECTION 00 12 00 – SCOPE OF WORK PACKAGES

- A. General Bid Package Note to all Bidders:
1. Damage caused to site, temporary or permanent road shall be repaired the same day by the contractor causing the damage.
 2. Any contractor providing and installing rooftop equipment shall be responsible to install the curb for the equipment.
- B. Package No. 3.0 Concrete – Add the Scope of work as follows:
1. Sheet G 3.0, Note 53 – Concrete Contractor to provide and install trench drain under the bleachers.
 2. Sheet G 4.1, Note 7 – Concrete Contractor to provide and install 4" gravel at bottom of standing curb.
 3. Sheet G4.2, Detail 3B – Concrete Contractor to provide and install sand for long jump pits.
 4. Sheet G 4.2 – Concrete Contractor to provide and install the painted circle for discus area.
- C. Bid Package No. 6.0 General Trades – Add the Scope of work as follows:
1. Sheet G3.0, Note 20 – General Trades Contractor to provide and install washed gravel and fabric at bleachers and mechanical yard.
 2. Sheet 3.0, Note 43 and Sheet G4.2, Detail 9 – General Trades Contractor to provide and install 6x6 timbers and limestone fines for shot put area including excavations required
 3. Sheet G3.0, Note 42 and Detail 5/G4.2 – General Trade Contractor to provide and install complete gate system including foundations.
 4. Detail 20/G4.1 – Fencing in areas of asphalt – The fence posts shall be core drilled through the asphalt.
 5. Sheet A6.02, Detail 17 - General Trades Contractor to provide and install nailboard insulation as specified in 06 16 00, 2.5C and as shown in details 5/A5.01 and 17/A6.02 in all DEFS areas.
 6. Sheet A6.02, Detail 8 - General Trades Contractor to provide and install blocking. Remove note assigning blocking to another trade.
 7. Volume C, Sheet A4, Detail 14 - General Trades Contractor to provide and install complete Canopy system and anchoring.
 8. General Trades Contractor to provide and install a temporary stair tower until the permanent stair tower is installed.
 9. General Trades Contractor responsible for providing final cleaning of building and grounds.
 10. General Trades Contractor to provide and install all overhead coiling doors and associated operating systems.
 11. General Trades Contractor to provide and install stainless steel countertops as indicated 6/A5 and in specifications 08 33 13 Coiling Counter Doors.
 12. Delete allowance N.v in the amount of \$15,000 for general flooring prep.
 13. Increase allowance N.ii to \$35,000 (Refer to bid form)
 14. 25ea access panels shall be per 08 31 13 - 2.1 C
- D. Bid Package No. 7.0 Roofing – Add the Scope of work as follows:
1. Sheet A 5.01 Detail 6 – Roofing Contractor to provide and install sub-girts if required beyond the sheathing.
- E. Bid Package No. 12.0 Casework and Millwork – Add the Scope of work as follows:
1. Sheet A1.04 Detail 7; Sheet A5.07 Detail 4 - Casework and Millwork Contractor to provide plastic laminate system surrounding the stage opening.
 2. Spec Section 10 56 34 Specialty Storage Cabinets shall be provided complete as part of the bid package.
- F. Bid Package No. 13.0 Athletic Grandstands
1. For bidding purposes assume installation 3rd or 4th quarter of 2017.
- G. Bid Package No. 22.0 Plumbing – Add the Scope of work as follows:
1. Plumbing Contractor shall provide all exterior equipment pads related to their scope of work.

- H. Bid Package No. 23.0 HVAC – Add the Scope of work as follows:
 - 1. HVAC Contractor shall provide all exterior equipment pads related to their scope of work.
- I. Bid Package No. 26.0 Electrical and Technology – Add the Scope of work as follows:
 - 1. Electrical and Technology Contractor shall provide all exterior equipment pads related to their scope of work.
- J. Bid Package No. 32.0 Asphalt - Add the Scope of work as follows:
 - 1. Sheet G 3.0, Note 21 – Provide and install gravel shoulder.
 - 2. Sheet G 3.0, Note 37 – Provide and install concrete wheel stops.
 - 3. For bidding purposes assume installation for the asphalt portion of the track is 3rd Quarter of 2017 and the track surfacing in the 2nd quarter of 2018.
 - 4. For bidding purposes assume installation for the asphalt (parking and drives) is 4th Quarter of 2017 and the final course in the 2nd quarter of 2018.
- K. Bid Package No. 32.1 Landscaping and Final Sitework - Add the Scope of work as follows:
 - 1. Sheet G 3.0, Note 59 – Provide and install underdrains in planting beds in all courtyard areas.
 - 2. Sheet G 3.0 – Provide topsoil respreads in all courtyard areas.

ITEM NO. 6. REVISED DRAWING SHEET

- A. Drawing Sheet Nos. E2.01, E3.09, T3.05, and T3.09 have been revised, dated 2/3/17, and are included with and hereby made a part of this Addendum. These Drawings supersede the original documents.

DOCUMENT 00 21 13 – INSTRUCTIONS TO BIDDERS

A. EXAMINATION OF CONTRACT DOCUMENTS AND SITE CONDITIONS

1. Carefully and diligently review each part of the Contract Documents, including the Divisions of the Specifications and parts of the Drawings that are not directly applicable to the Work on which Bidder is submitting a bid. By submitting a bid, Bidder represents and agrees, based upon its careful and diligent review of the Contract Documents, that it is not aware of any conflicts, inconsistencies, errors or omissions in the Contract Documents for which it has not notified the Design Professional, through the Construction Manager, **in writing at least 7 days prior to the bid opening**. If there are any such conflicts, inconsistencies, errors or omissions in the Contract Documents, Bidder (i) will provide the labor, equipment or materials of the better quality or greater quantity of Work; and/or (ii) will comply with the more stringent requirements. Bidder will not be entitled to any additional compensation for any conflicts, inconsistencies, errors or omissions that would have been discovered by such careful and diligent review, unless it has given prior written notice to the Design Professional, through the Construction Manager, within the time required for the Design Professional to prepare an addendum without extending the bid date.
2. Carefully and diligently inspect and examine the entire site and the surrounding area, including all parts of the site applicable to the Work for which it is submitting a bid, including location, condition and layout of the site and the location of utilities, and carefully correlate the results of the inspection with the requirements of the Contract Documents. Bidder's bid will be deemed to include all costs attributable to site and the conditions of the surrounding area that would have been discovered by such careful and diligent investigation of the site and the surrounding area, and the Bidder, if awarded a contract for Work on the Project, will not be entitled to any Change Order, additional compensation, or additional time on account of such conditions.
3. Bidder will be deemed to have actual knowledge of all information provided or discussed at the pre-bid meeting.
4. Bidder may rely upon the general accuracy of any technical data included in the Project Manual (e.g., soils exploration reports, soil boring logs, site survey, or abatement reports) in preparing its bid, but such technical data is not part of the Contract Documents. Except for the limited reliance described in the preceding sentence, Bidder may not, if awarded a contract for the Work, rely upon or make any Claim against the Owner or Design Professional, or any of their agents or employees, with respect to any of the following:
 - a) The completeness of such reports and drawings for Bidder's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by the successful Bidder and safety precautions and programs incident thereto;
 - b) Other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - c) Any interpretation by the successful Bidder of or conclusion drawn from any technical data or any such other data, interpretations, opinions, or information. For example, all interpolations and extrapolations of data performed by the Bidder to estimate locations or quantities of subsurface strata are independent factual assumptions, which Owner does not warrant.

B. OWNER, DESIGN PROFESSIONAL, & CONSTRUCTION MANAGER

1. The Owner is: Hilliard City School District Board of Education
2140 Atlas Street
Columbus, Ohio 43228
Owner Representative: Cliff Hetzel, Director of Business
Contact Info: 614.921.7000; Cliff_Hetzel@hboe.org

Instructions to Bidders -- 00 21 13 - 1

REPLACEMENT INSTRUCTIONS TO BIDDERS ISSUED WITH ADDENDUM NO. 3

Addendum No. 4

11301975v1

Revised 2-3-17

DOCUMENT 00 21 13 – INSTRUCTIONS TO BIDDERS

- The Design Professional (referred to as “Design Professional” or “Architect” or “A/E” in the Contract Documents) is:

Fanning/Howey Associates, Inc.
4930 Bradenton Avenue
Dublin, Ohio 43017
Design Professional Representative: Jenn Fuller
Contact Info: 614.764.4661, ext. 10420; jfuller@fhai.com

- The Construction Manager (in an agency capacity) is:

Elford, Inc.
1220 Dublin Road
Columbus, Ohio 43215
Construction Manager Representative: Jennifer Mabe
Contact Info: 614.488.4000; jmabe@elford.com

C. PROJECT

- The Project consists of all labor, materials, equipment, and services necessary to complete the building trades packages for the Hilliard New Middle School, based upon the Drawings and Specifications prepared by the Design Professional.
- Refer to Division 01 Section 01 12 00 – Scope of Work, for the date for substantial completion and milestone completion dates for each bid package. The site will be available for contractors to mobilize beginning March 1, 2017.
- All employees of the successful Bidders and their subcontractors performing work on either site must comply with the criminal background check requirement for the Project; refer to the Division 1 summary of work for more information on this requirement.

D. WORK

- Bids are solicited for a general contract for each of the bid packages for the specified Work listed below. The successful Bidder for each package is responsible for coordination of Work with any separate Prime Contractors retained by the Owner for different scopes of Work at that site.

BP	Scope	BP	Scope
3.0	Concrete	13.0	Athletic Grandstands
4.0	Masonry	14.0	Elevator
5.0	Structural and Misc. Steel	21.0	Fire Suppression
6.0	General Trades	22.0	Plumbing
8.0	Glass and Glazing	23.0	HVAC
11.0	Food Service	23.0	Electrical and Technology
12.0	Casework	32.0	Asphalt
		32.1	Landscaping and Final Sitework

Three combined bid options are included on the Bid Form.

For information and reference only, the following bid packages are included in the Project but are not part of this procurement process:

BP	Scope	BP	Scope
1.0	Early Site and Utility (already bid)	9.0	Flooring (Owner procuring)
7.0	Roofing (Owner procuring)		

E. ESTIMATE OF COST

- The total estimated construction cost for the base bid Work for which bids are being solicited at this time is **\$28,046,451.00**.

Instructions to Bidders -- 00 21 13 - 2

REPLACEMENT INSTRUCTIONS TO BIDDERS ISSUED WITH ADDENDUM NO. 3

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11301975v1

Revised 2-3-17

F. CONTRACT DOCUMENTS

The Contract Documents consist of the following documents:

1. Legal Notice (published in the newspaper and posted at www.hilliardschools.org under News & Info)
2. Instructions to Bidders (modified and replacement document issued with Addendum No. 3)
3. Bid Form (modified and replacement document issued with Addendum No. 3)
4. Bid Guaranty and Contract Bond Form (modified and replacement document issued with Addendum No. 3)
5. Contract Bond Form
6. Contractor's Personal Property Tax Affidavit (ORC § 5719.042)
7. Contractor Qualifications Statement
8. Owner-Contractor Agreement (modified AIA Document A132-2009),
9. General Conditions of the Construction Contract (modified AIA Document A232-2009)
10. Project Specifications
11. Project Schedule
12. Project Drawings
13. Contractor's Payment Application Checklist
14. Statement of Claim Form and Instructions
15. Addenda issued
16. Modifications issued after the execution of the contract, including:
 - i. A written amendment to the Agreement signed by both parties;
 - ii. A Change Order;
 - iii. A Work Change Directive; or
 - iv. A written order for a minor change of the Work issued by the Design Professional as required by the General Conditions

Contract Documents: Bidders may obtain a complete set of the Contract Documents, including the Drawings and Specifications, from D.C. Reprographics, 1254 Courtland Avenue, Columbus, Ohio 43201 (Telephone: 614.297.1200; www.dcreprographics.com) at cost, plus shipping.

A complete set of the Contract Documents for the project is available for examination, without charge, at the following locations during normal business hours:

- ❖ Elford Plan Room – 1220 Dublin Rd., Columbus, OH 43205
- ❖ D.C. Reprographics, 1254 Courtland Avenue, Columbus, OH 43201

Use complete sets of Contract Documents in preparing the Bid Submittal. Owner, Design Professional and Construction Manager do not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.

Owner, Design Professional, and Construction Manager, in making the Contract Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

G. PRE-BID MEETING

A pre-bid meeting will be held on **Thursday, January 19, 2017**. The pre-bid meeting will begin at **3 PM local time** at the Hilliard Bradley High School Auxiliary Commons, 2800 Walker Rd, Hilliard, Ohio 43026. Bidders are strongly encouraged to attend the meeting.

H. PREPARATION OF BIDS

1. All bids must be submitted on the Bid Form included with the Contract Documents.

DOCUMENT 00 21 13 – INSTRUCTIONS TO BIDDERS

2. Complete all blank spaces, in ink or typewritten, in words and figures, and in figures only where no space is provided for words; sign the Bid Form. Do not change, alter, or add to the wording on the Bid Form. Any change in the wording of the Bid Form or omission of specified accompanying documents may cause the bid to be considered non-responsive. If both numbers and words are requested for any bid item, the amount in words will prevail if there is an inconsistency between the numbers and words written. When Bidder's intention and the meaning of the words are clear, as interpreted by the Owner, omissions or misspellings of words will not render the words ambiguous.
3. Note receipt of Addenda on the Bid Form. If Bidder fails to acknowledge receipt of each Addendum, the bid submittal will be deemed non-responsive, unless the bid amount clearly and unambiguously reflects receipt of the Addendum or the Addendum involves only a matter of form and does not affect the price, quantity, or quality of the Work to be performed in any material manner.
4. Submit 1 copy of the completed and signed Bid Form to the Owner. The Bid Form must be signed with the name typed or printed below the signature. Faxed or emailed bids will not be accepted. A Bidder that is a corporation must sign its bid with the legal name of the corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.
5. Enclose the completed Bid Form, with all accompanying documents, in a sealed opaque envelope with the Bidder's name and the title of the Project printed in the upper left hand corner, addressed as follows: Hilliard City Schools, Office of the Director of Business, Hilliard City Schools Support Services Building, 2140 Atlas Street, Columbus, Ohio 43228. **Bidder is responsible for delivering its bid submittal to this office and address for the bid opening before 2:00 P.M. (local time) on Thursday, February 9, 2017.** If the bid is not delivered in person, it must be enclosed in a separate envelope with the notation **"SEALED BID ENCLOSED FOR THE HILLIARD NEW MIDDLE SCHOOL BUILDING TRADES PACKAGES; DELIVER TO THE DIRECTOR OF BUSINESS IMMEDIATELY"** on the face of the envelope. Bidder is responsible for delivery of the bid to the designated office prior to the deadline for accepting bids.
6. The Bid Submittal must include the following documents
 - a. Completed and signed Bid Form; and
 - b. Bid Guaranty (see Section H.8 below).
7. Take the following precautions in completing the Bid Form:
 - a. Sign the Bid Form and check that all blank spaces have been filled in with requested information and that the specified accompanying documents (listed in Section H.6 above) have been included in a sealed opaque envelope addressed as described in Section H.5 above.
 - b. When the Bid Form requests costs for an Alternate item, indicate whether the stated amount is an addition or deduction if not clearly stated on the Bid Form for this item. If it is not indicated, it will be conclusively presumed that the amount is an addition to the base bid amount.
 - c. When the Bid Form requests a unit price, provide the requested unit price information as described in the Bid Documents.
 - d. When applicable, make sure that the Bid Guaranty is properly executed and signed by:
 - 1) Bidder
 - 2) Bidder's Surety or Sureties

DOCUMENT 00 21 13 – INSTRUCTIONS TO BIDDERS

- e. Make sure that the amount of the Bid Guaranty (if the Bid Guaranty is in the form of a certified check, letter of credit, or cashier's check) is for a specific sum in an amount as instructed in Section H.8.a below. If the Bid Guaranty is in the form of the Bid Guaranty and Contract Bond, the amount may be left blank; if an amount is inserted, it must equal the total of the base bid and all add alternates. If an amount is inserted, then the failure to state an amount equal to or greater than the total of the base bid and all add alternates that are accepted will make the bid non-responsive.
 - f. Insert the appropriate bid package and scope of work in the correct space on the Bid Guaranty and Contract Bond Form. Failure to include work covered by the bid submitted may make the bid non-responsive.
8. Bonds and Guarantees
- a. Bid Guaranty: Furnish a Bid Guaranty, as prescribed in Ohio Revised Code ("ORC") Sections 153.54, 153.57, and 153.571, in the form of either: (1) a bond for the full amount of the bid using the form of Bid Guaranty and Contract Bond included in the Contract Documents; or (2) a certified check, cashier's check, or irrevocable letter of credit in a form satisfactory to Owner in an amount equal to 10% of the bid amount. The bid amount must be the total of all sums provided for the Work on the Bid Form, including all add alternates with no deduction for any deduct alternates. **NOTE: AIA Bid Bond forms are not acceptable.**
 - b. Contract Bond: The successful Bidder that submits a certified check, cashier's check, or irrevocable letter of credit in an amount equal to 10% of the bid (including all alternates) as its Bid Guaranty must furnish a Contract Bond using the Contract Bond form included in the Contract Documents in an amount equal to 100% of the Contract Sum. **NOTE: AIA Bond forms are not acceptable.**
 - c. The bond must be issued by a surety company ("Surety") authorized by the Ohio Department of Insurance to transact business in the State of Ohio and acceptable to the Owner. The bond must be issued by a Surety capable of demonstrating a record of competent underwriting, efficient management, adequate reserves, and sound investments. These criteria will be deemed to be met if the Surety currently has an A.M. Best Company Policyholders Rating of "A-" or better and has or exceeds the Best Financial Size Category of Class VI. Other Sureties may be acceptable to the Owner, in its sole discretion.
 - d. All bonds must be signed by an authorized agent of an acceptable Surety and by the Bidder.
 - e. Surety bonds must be supported by credentials showing the Power of Attorney of the agent, a certificate showing the legal right of the Surety to do business in the State of Ohio (in the form of either a current Certificate of Authority or Certificate of Compliance issued by the Ohio Department of Insurance), and a financial statement of the Surety (if the Surety provides a Certificate of Compliance, a separate financial statement is not required).
 - f. The Bid Guaranty, as applicable, must be in the name of or payable to the order of the Owner.
 - g. Include contact information for the Surety and the Surety's Agent, typed or printed, on each bond in the blanks provided.

I. METHOD OF AWARD

- 1. All bids will remain open for acceptance for 60 days following the day of the bid opening, but Owner may, in its sole discretion, release any bid and return the Bid Guaranty prior to that date. The Bid Guaranty is subject to forfeiture, as provided in the Ohio Revised Code, if a bid is withdrawn during the period when bids are being held.

DOCUMENT 00 21 13 – INSTRUCTIONS TO BIDDERS

2. Owner reserves the right (1) to reject any bid, in whole or in part, (2) to reject all bids, (3) not to consider a bid that is incomplete or otherwise not responsive to the bid requirements, and (4) to waive any informalities and irregularities. Bidder expressly acknowledges these rights of the Owner. **Subject to the rights stated in this section, Owner will award a single contract for each of the bid packages listed above or a contract based upon one or more of the combined bid options provided on the Bid Form, if the bid amount for a combined bid option is lower than the aggregate of the low bid submitted for each individual bid package included in the combined bid option.** Bidder must furnish all information requested on or accompanying the Bid Form. Failure to do so may result in the bid not being considered because it is not responsive.
3. Determination of the Lowest Responsible Bid. Subject to the right of Owner to reject any or all bids, Owner will award the Contract for the Work to Bidder submitting the lowest responsible bid, taking into consideration accepted alternates. In evaluating bids, Owner may consider the qualifications of the Bidders, whether or not the bids comply with the prescribed requirements, and alternates and unit prices, if requested, on the Bid Form. Owner may also consider the qualifications and experience of subcontractors and suppliers of Bidder. Owner may conduct such investigations as are deemed necessary to establish the responsibility, qualifications and financial ability of the Bidder and its subcontractors and suppliers. Owner may consider the factors set forth below in determining which Bidder submitted the lowest responsible bid for any bid package or combined bid option. Owner, in its discretion, may consider and give such weight to these criteria as it deems appropriate.
 - a. Bidder's work history. Bidder should have a record of consistent customer satisfaction and of consistent completion of projects, including projects that are comparable to or larger and more complex than Owner's Project, on time and in accordance with the applicable Contract Documents. Bidder's claims history may also be considered. If Bidder's management operates or has operated another construction company, Owner may consider the work history of that company in determining whether Bidder is responsible.

Owner may consider Bidder's prior experience on other projects with Owner, Design Professional, and Construction Manager, including Bidder's demonstrated ability to complete its work on these projects on time and in accordance with the Contract Documents. Owner will also consider Bidder's ability to work with Owner, Design Professional, and Construction Manager as a willing, cooperative and successful team member.

Bidder authorizes Owner and its representatives to contact owners, design professionals, and construction managers on projects on which Bidder has worked, and authorizes and requests such owners, design professionals, and construction managers to provide Owner with a candid evaluation of Bidder's performance. By submitting a bid, Bidder agrees that if it or any person, directly or indirectly, on its behalf or for its benefit brings an action against any of such owners, design professionals, construction managers, or the employees of any of them as a result of or related to such candid evaluation, Bidder will indemnify and hold such owners, design professionals, construction managers, and the employees of any of them from any claims whether or not proven that are part of or are related to such action and from all legal fees and expenses incurred by any of them arising out of or related to such legal action. This obligation is expressly intended for the benefit of such owners, design professionals, construction managers, and the employees of each of them.
 - b. Bidder's financial ability to complete the Contract successfully on time and without resort to its Surety;
 - c. Bidder's prior experience with similar work on comparable or more complex projects;
 - d. Bidder's prior history of the successful and timely completion of projects, including Bidder's history of filing and having claims filed against it;
 - e. Bidder's equipment and facilities;
 - f. The adequacy of the size and experience of Bidder's work force to complete the Contract successfully on time;

Instructions to Bidders -- 00 21 13 - 6

REPLACEMENT INSTRUCTIONS TO BIDDERS ISSUED WITH ADDENDUM NO. 3

Addendum No. 4

11301975v1

Revised 2-3-17

DOCUMENT 00 21 13 – INSTRUCTIONS TO BIDDERS

- g. Bidder's compliance with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act, Bureau of Workers Compensation, and Ohio ethics laws;
 - h. The foregoing information with respect to each of the Subcontractors and Suppliers that Bidder intends to use on the Project;
 - i. Bidder's participation in a drug-free workplace program acceptable to the Owner, and Bidder's record for both resolved and unresolved findings of the Auditor of State for recovery as defined in ORC Section 9.24;
 - j. Owner's prior experience with Bidder's surety;
 - k. Bidder's interest in the Project as evidenced by its attendance at any pre-bid meetings or conferences for bidders; and/or
 - l. Depending upon the type of Work, other essential factors, as Owner may determine and as are included in the Contract Documents.
4. Within 3 business days after the identification of the apparent low bidder for each bid package or combined bid, if requested, the apparent low Bidder must complete and submit to the Construction Manager a completed Contractor Qualifications Statement (using the form included in the Project Manual), and thereafter will provide Construction Manager with such additional information as Construction Manager may request regarding Bidder's responsibility. Additionally, upon request from Construction Manager, any other Bidder will promptly complete and submit to Construction Manager a completed Contractor Qualifications Statement and thereafter will provide Construction Manager with such additional information as Construction Manager may request regarding Bidder's responsibility. Bidder will submit any requested information within 3 business days of the date of the request.
5. The failure to submit requested information on a timely basis may result in the determination that the bid submitted by Bidder is not responsive or that Bidder did not submit the lowest responsible bid.
6. By submitting a bid, Bidder agrees that Owner's determination of which bidder submitted the lowest responsible bid is final and conclusive, and that if Bidder or any person on its behalf challenges such determination in any legal proceeding, Bidder will indemnify and hold Owner and its employees and agents harmless from any claims included or related to such legal proceeding, whether or not proven, and from legal fees and expenses incurred by Owner and its employees or agents that arise out of or are related to such challenge.
7. Within 3 business days of being notified that it is the apparent low bidder or such longer time as may be permitted in writing by Design Professional and Construction Manager, the apparent low Bidder must submit the following:
 - a. The list of all proposed Subcontractors and Suppliers.
 - b. The breakdown of Labor and Material for the Project, including the sum thereof.
 - c. Project Manager and Superintendent Resumes, showing experience and qualifications of each individual.

After approval by Owner, Construction Manager, and Design Professional of the list of proposed Subcontractors, Suppliers, and manufactures submitted by the apparent low Bidder, the list may not be changed unless written approval of the change is authorized by Owner, Construction Manager, and Design Professional.

8. Affidavit as to Personal Property Taxes. Each successful Bidder must submit, prior to the time of the entry into the Contract, an affidavit in the form required by ORC Section 5719.042, regarding the status of Bidder's personal property taxes. A copy of the required affidavit form is included with the Contract Documents.
9. No Bidder may withdraw its bid within 60 days after the date bids are opened. Owner reserves the right to waive any irregularities or to reject any or all bids.
10. Owner reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.

Instructions to Bidders -- 00 21 13 - 7

REPLACEMENT INSTRUCTIONS TO BIDDERS ISSUED WITH ADDENDUM NO. 3

Addendum No. 4

11301975v1

Revised 2-3-17

DOCUMENT 00 21 13 – INSTRUCTIONS TO BIDDERS

11. Award of Contract. The award of the Contract will only be made pursuant to an action authorized by Owner and in writing by a duly authorized representative of Owner. No property interest in the Contract will vest in the apparent low bidder awarded a contract until the document has been signed by the authorized representative of Owner and all documents required or requested from the apparent low bidder have been provided to Construction Manager.

J. EXECUTION OF THE CONTRACT

1. Within 10 calendar days of the Award of the Contract, or such time designated by Construction Manager, the successful Bidder must execute and deliver to Construction Manager the required number of copies of the Owner-Contractor Agreement, in the form included in the Contract Documents, and all accompanying documents requested, including, but not limited to:
 - a. Owner-Contractor Agreement Form
 - b. Contract Bond, if the Bidder did not submit a Bid Guaranty and Contract Bond with its bid
 - c. Certificate of Authority or Certificate of Compliance issued by the Ohio Department of Insurance showing the current authority of the surety to conduct business in Ohio
 - d. Insurance Certificates indicating the Contractor has insurance coverage's as specified in the General Conditions (provide on ACORD 25-S or other form acceptable to the Design Professional)
 - e. Valid Workers' Compensation Certificate and evidence of enrollment in the Ohio Bureau of Workers Compensation (BWC) Drug-Free Workplace Program (DFWP) or an equivalent BWC-approved DFWP program
 - f. Personal Property Tax Affidavit
 - g. Unit Prices, as requested on the "Unit Price Form"
 - h. Subcontractors and Major Materials Suppliers List on form included in the Project Manual and specified in Division 01 Section "Submittal Procedures"
 - i. Other documents identified in the Contract Documents for submission with the signed agreement

The failure of the successful Bidder to execute and deliver the required documents constitutes a default that entitles Owner to the Bidder's bid guaranty, as provided in the Ohio Revised Code.

K. SUBSTITUTIONS/NON-SPECIFIED PRODUCTS

1. Certain brands of material or apparatus are specified. Each bid must be based on these brands, which may be referred to in the Contract Documents as Standards. The use of another brand (referred to as a substitution or proposed equal in the Contract Documents, when Bidder seeks to have a different brand of material or apparatus than that specifically approved by Owner for use in the Project) may be requested as provided herein. Substitutions, however, will not be considered in determining whether the bid is responsive to the specifications or the lowest responsible bidder.
2. The products specified in the Contract Documents establish a standard of required function, dimension, appearance, and quality.
3. Bidders wishing to obtain approval to bid non-specified products must submit written requests to Design Professional, through Construction Manager, a minimum of 10 working days before the bid date and hour. To facilitate the submission of requests, a Substitution Form is included in the Contract Documents. Bidder must include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution, including the name of the proposed manufacturer and/or product and a complete description of the proposed product including manufacturer's name and model number or system proposed, drawings, product literature, performance and test data, color selections or limitations, and any other information necessary for evaluation. Include a statement including any changes in other materials, equipment, or other work that would be required if the proposed product is incorporated in the work. The burden of proof of the merit of the proposed product is on the proposer. Design Professional's decision of approval of a proposed product will be final.

Instructions to Bidders -- 00 21 13 - 8

REPLACEMENT INSTRUCTIONS TO BIDDERS ISSUED WITH ADDENDUM NO. 3

Addendum No. 4

11301975v1

Revised 2-3-17

DOCUMENT 00 21 13 – INSTRUCTIONS TO BIDDERS

The following will be cause for rejection of a proposed substitution:

- a. Requests submitted by subcontractors, material suppliers, and individuals other than Bidders;
 - b. Requests submitted without adequate documentation;
 - c. Requests received after the specified cut-off date.
4. When Design Professional approves a product submission before receipt of bids, the approval will be included in an Addendum, and Bidders may include the pricing of this product in their bid. Bidders are not to rely on approvals made in any other manner.
 5. In proposing a non-specified product or a substitution, Bidder represents and warrants that each proposed product will not result in any changes to the Project, including changes to the Work of other contractors, or any decrease in the performance of any equipment or systems to be installed in the Project and agrees to pay any additional costs incurred by Owner and Owner's consultants as a result of a non-specified or substitute product that is accepted.
 6. Following the award of the Contract, there will be no substitutions for specified products, except pursuant to a Change Order. Owner in its sole discretion may decline to consider a substitution for a Change Order.

L. ALTERNATES

1. Owner may request bids on alternates. If Owner requests bids on alternates, Bidder should include the cost of the alternates requested on its Bid Form for Owner's consideration.
2. At the time of awarding the contract, Owner will select or reject alternates as it determines is in its best interest. Bidder's failure to include on its Bid Form the cost of an alternate selected by Owner and applicable to Bidder's work may render the bid non-responsive, in which case the bid will not be considered. Otherwise, the failure to include the cost of an alternate will not be deemed material.
3. Bidder acknowledges that although there is an estimate for the cost of the Project, the market conditions may and frequently do result in the estimate being different from the sum of the bids received, either higher or lower. Bidder understands that Owner may include alternates, which may include deduct alternates as well as add alternates, to give it flexibility to build the Project with the funds available. Bidder further understands and acknowledges that use of add and deduct alternates is a long held customary practice in the construction industry in the State of Ohio. Bidder also acknowledges that Owner will not make a decision about the alternates on which to base the award of contracts until the bids are received, and Owner can compare its available funds with the base bids and the cost or savings from selecting different alternates. Bidder understands that the award to the Bidder submitting the lowest responsible bid will be based on the lowest base bid plus selected alternates, and may result in an award to a Bidder other than the Bidder that submitted the lowest base bid amount.
4. If, during the progress of the Work, Owner desires to reinstate any alternate not included in the Contract, Owner reserves the right to reinstate the alternate at the price stated on the successful Bidder's Bid Form provided that such action is taken in sufficient time so as not to delay the progress of the work or cause the successful Bidder additional expense.

M. UNIT PRICES

1. If unit prices are requested on the Bid Form for a Bid Package on which Bidder submits a bid, Bidder should include the requested unit price information. Unless otherwise expressly provided in the Contract Documents, such unit prices must include all labor, materials, and services necessary for the timely and proper installation of the item for which the unit prices are requested. The unit prices stated on the Bid Form will be the basis for any Change Orders entered into under the Owner-Contractor Agreement, unless Design Professional determines that the use of such unit prices will cause substantial inequity to either the successful Bidder or Owner.

Instructions to Bidders -- 00 21 13 - 9

REPLACEMENT INSTRUCTIONS TO BIDDERS ISSUED WITH ADDENDUM NO. 3

Addendum No. 4

11301975v1

Revised 2-3-17

DOCUMENT 00 21 13 – INSTRUCTIONS TO BIDDERS

2. A Unit Price Form is included in the Project Manual in Specification Section 00 43 16; this form is to be completed by the successful Bidder after the bid opening and provided to Design Professional.

N. ADDENDA

1. Owner reserves the right to issue Addenda changing, altering, or supplementing the Contract Documents prior to the time set for receiving bids. Construction Manager working with Design Professional will issue Addenda to change, alter, or supplement the Contract Documents. Construction Manager and Design Professional may issue a clarification regarding the bid process or Contract Documents that does not make a modification to the plans, specifications or estimates of cost for the Project and such clarification will not be considered an addendum subject to the restrictions described in Section N.3 below. A clarification could include a replacement Bid Form, for example, if an error was discovered on the Bid Form within the 72-hour period prior to the scheduled bid opening, or it could reschedule the date, time and place for the bid opening if something occurred within the 72-hour period before the scheduled bid opening that required the change.
2. Any correction or modification of the Contract Documents will be issued in writing in the form of an Addendum, which will be the only means considered binding; corrections or modifications made by any other means will NOT be legally binding. All Addenda will become a part of the Contract Documents.
3. Submit written questions to Design Professional, through Construction Manager, in sufficient time in advance of the bid opening to allow sufficient time for Design Professional to respond. All Addenda will be issued, except as hereafter provided, and mailed or otherwise furnished to persons who have obtained Contract Documents for the Project, at least 72 hours prior to the published time for the opening of bids, excluding Saturdays, Sundays, and legal holidays. If any Addendum is issued within such 72-hour period, then the time for opening of bids will be extended 1 week with no further advertising of bids required.
4. Copies of each Addendum will be sent only to the Bidders to whom Contract Documents have been issued and to Plan Rooms where copies of the Contract Documents are maintained. Receipt of Addenda should be indicated by Bidders in the space provided on the Bid Form. Bidders are responsible for acquiring issued Addenda in time to incorporate them into their bid. Bidders should contact Design Professional, through Construction Manager, prior to the bid opening to verify the number of Addenda issued.
5. Carefully read and review the Contract Documents and immediately bring to the attention of Design Professional, through Construction Manager, any error, omission, inconsistency, or ambiguity therein.
6. If Bidder fails to indicate receipt of all Addenda through the last Addendum issued on its Bid Form, the bid of such Bidder will be deemed to be responsive only if:
 - a. The bid received clearly indicates that Bidder received the Addendum, such as where the Addendum added another item to be bid upon and Bidder submitted a bid on that item; or
 - b. The Addendum involves only a matter of form or is one which has either no effect or has merely a trivial or negligible effect on price, quantity, quality, or delivery of the item bid upon.

O. INTERPRETATION

1. If Bidder is in doubt as to the true meaning of any part of the Specifications or Contract Documents, it may submit a written request for an interpretation thereof to Design Professional's representative, through Construction Manager, as provided herein. Any interpretation of the proposed documents will be made by Addendum only, duly signed by Design Professional, and a copy of such Addendum will be mailed or delivered to each Bidder receiving a set of Contract Documents and each plan room where the Contract Documents are maintained. Owner will not be responsible for any other explanation or interpretation of the proposed documents.

Instructions to Bidders -- 00 21 13 - 10

REPLACEMENT INSTRUCTIONS TO BIDDERS ISSUED WITH ADDENDUM NO. 3

Addendum No. 4

11301975v1

Revised 2-3-17

DOCUMENT 00 21 13 – INSTRUCTIONS TO BIDDERS

- a. Email all questions regarding the project to Jennifer Mabe (jmabe@elford.com).
 - b. Questions regarding the Project or product substitutions will not be addressed over the phone.
2. In interpreting the Contract Documents, words describing materials that have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, will be construed in accordance with the well-known meaning recognized by the trade.
3. Bidder is responsible for notifying Design Professional, through Construction Manager, in a timely manner and **not later than 7 days prior to the scheduled bid opening**, of any ambiguities, inconsistencies, errors or omissions in the Contract Documents. Bidder will not, at any time after the execution of the Contract, be compensated for a claim alleging insufficient data, incomplete Contract Documents, or incorrectly assumed conditions regarding the nature or character of the Work, if no request was made by Bidder prior to the bid opening.

P. STATE SALES AND USE TAXES

1. Owner is a political subdivision of the State of Ohio and is exempt from taxation under the Ohio Sales Tax and Use Tax Laws. Building materials that the successful Bidder purchases for incorporation into the Project are exempt from state sales and use taxes if the successful Bidder provides a properly completed Ohio Department of Taxation Sales Tax Exemption Certificate for Construction Contracts (Form STEC-CC) to the vendors or suppliers when the materials are acquired. Owner will provide a properly completed certificate to the successful Bidder.

Q. SUBSTANTIAL COMPLETION/LIQUIDATED DAMAGES

1. Substantial Completion. The Substantial Completion Date for the Project is **May 30, 2018**. The successful Bidder agrees that its Work on the Project will be Substantially Complete (as Substantial Completion is defined in the Contract Documents) by the date(s) identified in Division 01 Section 01 12 00 (Scope of Work) for each bid package. The Substantial Completion Date, or any Milestone Date for the Work, for any bid package or for the Project may be extended only by Change Order, by other Modification, or by a Claim that is finally resolved. **By submitting a Bid for the Project, Bidder agrees that the period for performing the Work specified for the Project is reasonable.**
2. Liquidated Damages. If the successful Bidder does not have its Work Substantially Complete by its Substantial Completion Date or a portion of the Work complete by a Milestone Date listed in Division 01 Section 01 12 00 – Scope of Work, the successful Bidder will pay Owner and Owner may set off from amounts otherwise due the successful Bidder Liquidated Damages. The daily amounts of Liquidated Damages are set forth in the table included in the Owner/Contractor Agreement. The total amounts of Liquidated Damages will be calculated based on the total number of calendar days beyond the Milestone Date or Substantial Completion Date that the successful Bidder's Work is not complete (*i.e.*, number of late days times the per diem rate for Liquidated Damages in the table). In addition to such Liquidated Damages, Bidder will indemnify, defend and hold Owner and its employees and agents harmless from any and all claims, whether or not such claims are proven, and from all costs and expenses incurred as a result of such claims, including but not limited to attorneys' and consultants' fees and expenses, that arise out of or are related to Bidder's failure to complete its Work by any Milestone Date or Substantial Completion Date.
3. Bidder acknowledges and agrees, by submitting its bid for the Work and entering into a Contract with Owner, that such amounts of Liquidated Damages represent a reasonable estimate of the actual damages for loss of or interference with the intended use of the Project that Owner would incur if Bidder's Work is not complete by a Milestone Date or its Substantial Completion Date. Bidder further acknowledges, agrees and understands that it may seek an extension of the Contract Time (and a Milestone Date or its Substantial Completion Date) to avoid or reduce Liquidated Damages by properly following the Claim procedures in the Contract Documents.

Instructions to Bidders -- 00 21 13 - 11

REPLACEMENT INSTRUCTIONS TO BIDDERS ISSUED WITH ADDENDUM NO. 3

Addendum No. 4

11301975v1

Revised 2-3-17

R. PREVAILING WAGES

1. Ohio Prevailing wage law and rates do not apply to this Project.

S. OWNER'S RIGHT TO WAIVE DEFECTS AND IRREGULARITIES

1. Owner reserves the right to waive any and all irregularities provided that the defects and irregularities do not affect the amount of the bid in any material respect or otherwise give Bidder a competitive advantage.
2. By submitting a bid, Bidder agrees that (i) Owner's determination of whether a defect or irregularity affects the amount of the bid in any material respect or otherwise gives Bidder a competitive advantage will be final and conclusive; and (ii) Bidder will pay Owner's attorneys' and consultants' fees related to any challenge to the bid procedure or process, brought directly or indirectly by Bidder and/or any of its affiliates, which is unsuccessful.

T. MODIFICATION/WITHDRAWAL OF BIDS

1. Modification. Bidder may modify its bid by written communication to Owner addressed to the Owner Representative at any time prior to the scheduled closing time for receipt of bids, provided such written communication is received by Owner Representative prior to the bid deadline. The written communication must not reveal the bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known until the sealed bid is opened. If Bidder's written instructions with the change in bid reveal the bid amount in any way prior to the bid opening, the bid may be determined to be non-responsive and it will not be considered for award of a contract.
2. Withdrawal Prior to Bid Deadline. Bidder may withdraw its bid at any time for any reason prior to the bid deadline for the opening of bids established in the Legal Notice. The request to withdraw must be made in writing to and received by the Owner Representative prior to the time of the bid opening.
3. Withdrawal after Bid Deadline.
 - a. All bids will remain valid and open for acceptance for a period of at least 60 days after the bid opening; provided, however, that Bidder may withdraw its bid from consideration after the bid deadline when all of the following apply:
 - (1) the price bid was substantially lower than the other bids;
 - (2) the reason for the bid being substantially lower was a clerical mistake, rather than a mistake in judgment, and was due to an unintentional and substantial error in arithmetic or an unintentional omission of a substantial quantity of work, labor, or material;
 - (3) the bid was submitted in good faith; and
 - (4) Bidder provides written notice to Owner, to the attention of the Owner Representative, within 2 business days after the bid opening for which the right to withdraw is claimed.
 - b. No bid may be withdrawn under this provision if the result would be the awarding of the contract on another bid for the bid package from which Bidder is withdrawing its bid to the same Bidder.
 - c. If a bid is withdrawn under this provision, Owner may award the Contract to another Bidder determined by Owner to be the Bidder submitting the lowest responsible bid, Owner may reject all bids and advertise for other bids, or Owner may let the bids expire without further action on the bids received. In the event Owner advertises for other bids, the withdrawing Bidder is responsible to pay the costs incurred in connection with the rebidding by Owner, including the cost of printing new Contract Documents, required advertising, and printing and mailing notices to prospective bidders, if Owner finds that such costs would not have been incurred but for such withdrawal.

U. COMPLIANCE WITH APPLICABLE LAWS

1. By submitting a bid for Work on the Project, Bidder acknowledges that it is in compliance with applicable federal, state, and local laws and regulations, including, but not limited to, the following:
 - a. Equal Employment Opportunity/Nondiscrimination. Bidder agrees that if it is awarded a contract that in the hiring of employees for performance of work under the contract or any subcontract, neither it nor any subcontractor, or any person acting on its behalf or its subcontractor's behalf, by reason of race, creed, sex, disability as defined in ORC Section 4112.01, or color, shall discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform work to which the employment relates. Bidder further agrees that neither it nor any subcontractor or any person on its behalf or on behalf of any subcontractor, in any manner, shall discriminate against or intimidate any employees hired for the performance of the work under the contract on account of race, creed, sex, disability as defined in ORC Section 4112.01, or color.
 - b. Ethics Laws. Bidder represents that it is familiar with all applicable ethics law requirements, including without limitation ORC Sections 102.04 and 3517.13, and certifies that it is in compliance with such requirements.
 - c. The contract document to be executed by the successful Bidder contains nondiscrimination language as required by ORC Sections 153.9 and 153.60.

V. FINDINGS FOR RECOVERY

1. By submitting a bid, Bidder certifies for reliance of the Owner that it has no unresolved finding for recovery against it issued by the Auditor of the State of Ohio on or after January 1, 2001, except as permitted by ORC Section 9.24 (F).

W. AVAILABLE PROJECT INFORMATION

1. The Project Manual made available to all Bidders includes the following reports (referred to as "Technical Data") related to the Project described in Document 00 31 00 (Available Project Information).
2. Limited Reliance by Bidder on Technical Data Authorized. See Section A.4 above
3. Bidder, in preparing its bid, may rely upon the general accuracy of the Technical Data contained in the reports and drawings described above, but such reports and drawings are not Contract Documents. Except for such reliance on such Technical Data, Bidder may not, if awarded a contract for the work, rely upon or make any claim against Owner, Design Professional, or Construction Manager, or any of their agents or employees, with respect to the following:
 - a. the completeness of such reports and drawings for Bidder's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by the successful Bidder, and safety precautions and programs incident thereto; or
 - b. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - c. any interpretation by the successful Bidder of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information. For example, all interpolations and extrapolations of data performed by the Bidder to estimate locations or quantities of subsurface strata are independent factual assumptions, which Owner does not warrant.

END OF INSTRUCTIONS TO BIDDERS

1.01 BID SUBMITTED BY:

(Contractor)

For the Hilliard New Middle School Building Trades Packages ("Project")

DATED: _____, 2017.

1.02 DELIVER TO:

Director of Business's Office
Hilliard City Schools Support Services
2140 Atlas Street
Columbus, Ohio 43228

Attention: Cliff Hetzel, Director of Business

1.03 Having carefully reviewed the Instructions to Bidders, Drawings, Specifications and other Contract Documents for the Hilliard New Middle School Building Trades Packages, including having also received, read and taken into account the following Addenda:

Addendum No. _____, dated _____;
Addendum No. _____, dated _____;
Addendum No. _____, dated _____;
Addendum No. _____, dated _____;

and likewise having inspected the site and the conditions affecting and governing the Project and confirmed the location of the site utilities and all existing structures, the undersigned hereby proposes to furnish all materials and to perform all labor, as specified and described in the said Specifications and/or as shown on the said Drawings for all Work necessary to complete the Project on a timely basis and in accordance with the Contract Documents regardless of whether expressly provided for in such Specifications and Drawings.

1.04 Before completing the Bid Form, the undersigned represents that it has carefully reviewed the Instructions to Bidders, this Bid Form, Form of Bid Guaranty and Contract Bond, Contractor's Affidavit (ORC 5719.042), Owner-Contractor Agreement (modified AIA Document A132-2009), General Conditions of the Contract (modified AIA Document A232-2009), Plans, Project Specifications, and other Contract Documents. Failure to comply with provisions of the Contract Documents may be cause for disqualification of the bid.

1.05 BOND: If the undersigned is notified of contract award, it agrees to furnish the required bond as described in the Instructions to Bidders, unless it submitted the statutory combined Bid Guaranty and Contract Bond with its bid.

1.06 COMPLETION OF WORK: In submitting a bid, the undersigned agrees to execute the Owner-Contractor Agreement in the form included in the Contract Documents and to Substantially Complete its Work as required by the Contract Documents.

NOTE A: Do not change or alter the wording on this Bid Form. Any change may cause it to be considered non-responsive and not to be considered for award of a contract.

NOTE B: Bidder is cautioned to bid only on the Brands and Standards specified.

NOTE C: Refer to Section 01 21 00 for description of Alternates and Section 01 22 00 for description of Unit Prices.

2.01 BID:

Include the cost of all labor and material for each contract listed below. Complete all blanks related to the Bid Package for which a bid is being submitted. If no bid is submitted for an item, leave the item blank or insert "NO BID" in the blank (**do not** INSERT "\$0.00" in the blank if no bid is being submitted for this item).

ITEM A. BID PACKAGE No. 3.0: Concrete – BASE BID

ALL LABOR AND MATERIAL, for the sum of \$ _____

(Bid amount stated in words)

Include the following allowance in the Base Bid amount stated above:

No.	Type	Description	Amount
4	Quantity	Include 400 tons of aggregate engineered fill as specified in Division 31 Section "Earth Moving"	\$ _____

Provide the following unit price information for Work performed as part of this contract:

No.	Purpose	Description	Unit of Measure	Amount
1	Aggregate Engineered Fill.	Engineered fill/granular fill; naturally or artificially graded mixture of natural or crushed gravel or crushed stone as specified in Division 31 Section "Earth Moving."	Per ton of material based on survey of in-place volume before and after installation	\$ ____/per ton

ITEM B. BID PACKAGE No. 4.0: Masonry – BASE BID

ALL LABOR AND MATERIAL, for the sum of \$ _____

(Bid amount stated in words)

ITEM C. BID PACKAGE No. 5.0: Structural and Misc. Steel – BASE BID

ALL LABOR AND MATERIAL, for the sum of \$ _____

(Bid amount stated in words)

ITEM D. BID PACKAGE No. 6.0: General Trades – BASE BID

ALL LABOR AND MATERIAL, for the sum of \$ _____

(Bid amount stated in words)

Include the following allowances in the Base Bid amount stated above:

No.	Type	Description	Amount
1	Lump Sum	Temporary security, as specified in Division 01 Section "Temporary Facilities and Controls"	\$10,000
2	Lump Sum	Provide a well, as specified in Division 33 Section "Well Drilling"	\$50,000
3	Lump Sum	Provide temporary heat	\$75,000
9	Contingency	Miscellaneous use as approved by Owner	\$35,000

ITEM E. BID PACKAGE No. 8.0: Glass and Glazing – BASE BID

ALL LABOR AND MATERIAL, for the sum of \$ _____

(Bid amount stated in words)

ITEM F. BID PACKAGE No. 11.0: Food Service – BASE BID

ALL LABOR AND MATERIAL, for the sum of \$ _____

(Bid amount stated in words)

ITEM G. BID PACKAGE No. 12.0: Casework – BASE BID

ALL LABOR AND MATERIAL, for the sum of \$ _____

(Bid amount stated in words)

ITEM H. BID PACKAGE No. 13.0: Athletic Grandstands – BASE BID

ALL LABOR AND MATERIAL, for the sum of \$ _____

(Bid amount stated in words)

ITEM I. BID PACKAGE No. 14.0: Elevator – BASE BID

ALL LABOR AND MATERIAL, for the sum of \$ _____

(Bid amount stated in words)

ITEM J. BID PACKAGE No. 21.0: Fire Suppression – BASE BID

ALL LABOR AND MATERIAL, for the sum of \$ _____

(Bid amount stated in words)

ITEM K. BID PACKAGE No. 22.0: Plumbing – BASE BID

ALL LABOR AND MATERIAL, for the sum of \$ _____

(Bid amount stated in words)

ITEM L. BID PACKAGE No. 23.0: HVAC – BASE BID

ALL LABOR AND MATERIAL, for the sum of \$ _____

(Bid amount stated in words)

ITEM M. BID PACKAGE No. 26.0: Electrical and Technology – BASE BID

ALL LABOR AND MATERIAL, for the sum of \$ _____

(Bid amount stated in words)

ITEM N. BID PACKAGE No. 32.0: Asphalt – BASE BID

ALL LABOR AND MATERIAL, for the sum of \$ _____

(Bid amount stated in words)

Include the following allowances in the Base Bid amount stated above:

No.	Type	Description	Amount
5	Quantity	Include 1300 tons of aggregate base at drives and parking areas to establish final grades, as specified in Division 32 Section "Asphalt Paving"	\$ _____
6	Quantity	Include 360 tons of aggregate base at the track located at the athletic field to establish final grades, as specified in Division 32 Section "Asphalt Paving"	\$ _____
7	Quantity	Include 500 cubic yards of stone/soil excavation to establish subgrade, as specified in Division 31 Section "Earth Moving"	\$ _____

Provide the following unit prices for the work included in this bid package:

No.	Purpose	Description	Unit of Measure	Amount
2	Compacted Aggregate Base	Compacted aggregate base for asphalt paving as specified in Division 32 Section "Asphalt Paving."	Cubic yard of material based on survey of in-place volume before and after installation	\$ _____ / CY
3	Additional Excavation	Excavation of subbase, including aggregate (stone) and soil to establish subgrade for asphalt paving	Cubic yard of classified excavation materials based on survey of in-place volume before and after removal	\$ _____ / CY

ITEM O. BID PACKAGE No. 32.1: Landscaping and Final Sitework – BASE BID

ALL LABOR AND MATERIAL, for the sum of \$ _____

(Bid amount stated in words)

Include the following allowances in the Base Bid amount stated above:

No.	Type	Description	Amount
9	Contingency	For miscellaneous use as approved by Owner	\$ 15,000
10	Topsoil Respread	Provide the cost included in the Base Bid amount for topsoil respread; this is based upon the cost of \$ _____ / CY.	\$ _____

COMBINED BID OPTIONS. In addition to the individual bid packages listed above, Owner will accept bids for the following combined bid options. A contract based upon a combined bid option will be awarded only if the bid amount is lower than the aggregate of the individual base bid amounts included in the combined bid option. For each combined bid option, include the allowances and unit price information requested, if any, for each bid package included in the combined bid option in the tables following each option. Bidders are encouraged but not required to submit individual bids for work included in the combined bid option; individual bid amounts are not expected to and should not total the Bidder's combined bid amount.

Combined Bid Option #1: Includes Bid Packages 3.0 (Concrete), 5.0 (Structural & Misc. Steel), 6.0 (General Trades), 8.0 (Glass and Glazing), 12.0 (Casework), 13.0 (Athletic Grandstands), and 32.1 (Landscaping and Final Work).

00 41 26 – BID FORM

ALL LABOR AND MATERIAL, for the sum of \$ _____

(Bid amount stated in words)

Include the following **allowances** in the Base Bid amount stated above:

For Bid Package 3.0 (Concrete):

No.	Type	Description	Amount
4	Quantity	Include 400 tons of aggregate engineered fill as specified in Division 31 Section "Earth Moving"	\$ _____

For Bid Package 4.0 (General Trades):

No.	Type	Description	Amount
1	Lump Sum	Temporary Security, as specified in Division 01 Section "Temporary Facilities and Controls"	\$10,000
2	Lump Sum	Provide a well, as specified in Division 33 Section "Well Drilling"	\$50,000
3	Lump Sum	Provide temporary heat	\$75,000
9	Contingency	Miscellaneous use as approved by Owner	\$35,000

For Bid Package 32.1 (Landscaping and Final Sitework):

No.	Type	Description	Amount
9	Contingency	For miscellaneous use as approved by Owner	\$15,000
10	Topsoil Respread	Provide the cost included in the Base Bid amount for topsoil respread; this is based upon the cost of \$ _____/CY.	\$ _____

Provide the following **unit price information** for Work performed as part of this contract:

For Bid Package 3.0 (Concrete):

No.	Purpose	Description	Unit of Measure	Amount
1	Aggregate Engineered Fill.	Engineered fill/granular fill; naturally or artificially graded mixture of natural or crushed gravel or crushed stone as specified in Division 31 Section "Earth Moving."	Per ton of material based on survey of in-place volume before and after installation	\$ _____/per ton

Combined Bid Option #2: Includes Bid Packages 3.0 (Concrete), 4.0 (Masonry), 5.0 (Structural & Misc. Steel), 6.0 (General Trades), 8.0 (Glass and Glazing), 12.0 (Casework), 13.0 (Athletic Grandstands), and 32.1 (Landscaping and Final Work).

ALL LABOR AND MATERIAL, for the sum of \$ _____

(Bid amount stated in words)

Include the following **allowances** in the Base Bid amount stated above:

For Bid Package 3.0 (Concrete):

No.	Type	Description	Amount
4	Quantity	Include 400 tons of aggregate engineered fill as specified in Division 31 Section "Earth Moving"	\$ _____

For Bid Package 4.0 (General Trades):

No.	Type	Description	Amount
1	Lump Sum	Temporary Security, as specified in Division 01 Section "Temporary Facilities and Controls"	\$10,000
2	Lump Sum	Provide a well, as specified in Division 33 Section "Well Drilling"	\$50,000
3	Lump Sum	Provide temporary heat	\$75,000
9	Contingency	Miscellaneous use as approved by Owner	\$35,000

For Bid Package 32.1 (Landscaping and Final Sitework):

No.	Type	Description	Amount
9	Contingency	For miscellaneous use as approved by Owner	\$15,000
10	Topsoil Respread	Provide the cost included in the Base Bid amount for topsoil respread; this is based upon the cost of \$_____/CY.	\$_____

Provide the following **unit price information** for Work performed as part of this contract:

For Bid Package 3.0 (Concrete):

No.	Purpose	Description	Unit of Measure	Amount
1	Aggregate Engineered Fill.	Engineered fill/granular fill; naturally or artificially graded mixture of natural or crushed gravel or crushed stone as specified in Division 31 Section "Earth Moving."	Per ton of material based on survey of in-place volume before and after installation	\$_____/per ton

Combined Bid Option #3: Includes Bid Packages 23.0 (Fire Suppression), 22.0 (Plumbing), and 23.0 (HVAC).

ALL LABOR AND MATERIAL, for the sum of \$ _____

(Bid amount stated in words)

NOTE: Be sure that the bid guaranty included with the bid submittal covers all work included in any combined bid submitted and further that the bid guaranty is not limited to specific bid packages. More than one bid guaranty may be submitted to address work included in multiple combined bid packages if individual bid packages included in the combined bid option are listed. The replacement bid guaranty and contract bond form does not include a space to insert bid packages included in the bid submittal. It will be presumed that the bid guaranty submitted will cover all bid packages or combined bid options completed by the Bidder on the Replacement Bid Form.

3.01 INSTRUCTIONS FOR SIGNING

- A. The person signing for a sole proprietorship must be the sole proprietor or his authorized representative. The name of the sole proprietor must be shown below.
- B. The person signing for a partnership must be a partner or his authorized representative.
- C. The person signing for a corporation must be the president, vice president or other authorized representative; or he must show authority, by affidavit, to bind the corporation.
- D. The person signing for some other legal entity must show his authority, by affidavit, to bind the legal entity.

4.01 BIDDER CERTIFICATIONS. Bidder hereby acknowledges that the following representations in this Bid Form are material and not mere recitals:

1. Bidder represents that it has had a competent person carefully and diligently review each part of the Contract Documents, including the Divisions of the Specifications and parts of the Drawings that are not directly applicable to the Work on which Bidder is submitting a bid. By submitting a bid, Bidder represents and agrees, based upon its careful and diligent review of the Contract Documents, that it is not aware of any conflicts, inconsistencies, errors or omissions in the Contract Documents for which it has not notified Design Professional, through Construction Manager, in writing at least 7 days prior to the bid opening. If there are any such conflicts, inconsistencies, errors or omissions in the Contract Documents, Bidder (i) will provide the labor, equipment or materials of the better quality or greater quantity of Work; and/or (ii) will comply with the more stringent requirements. Bidder will not be entitled to any additional compensation for any

Bid Form -- 00 41 26 - 6

REPLACEMENT BID FORM ISSUED WITH ADDENDUM NO. 4

Addendum No. 4

11305689v1

Revised 2-3-17

conflicts, inconsistencies, errors or omissions that would have been discovered by such careful and diligent review, unless it has given such prior written notice to Design Professional, through Construction Manager, within the time required for Design Professional to prepare an addendum without extending the bid date.

2. Bidder represents that it has had a competent person carefully and diligently inspect and examine the entire Project site and the surrounding area, including all parts of the site applicable to the Work for which it is submitting its bid, including the location, condition and layout of the site and the location of utilities, and carefully correlate the results of the inspection with the requirements of the Contract Documents. Bidder agrees that its bid includes all costs attributable to site and surrounding area conditions that would have been discovered by such careful and diligent inspection and examination of the site and the surrounding area, and Bidder is not be entitled to any Change Order, additional compensation, or additional time on account of conditions that could have been discovered by such an investigation.
3. Bidder represents, understands and agrees that (a) the Claim procedures in the Modified General Conditions are material terms of the Contract Documents, (b) if it has a Claim, it will have its personnel provide complete and accurate information to complete and submit the Statement of Claim form on a timely basis, (c) the proper completion and timely submission of a Statement of Claim form is a condition precedent to any change in the Contract Sum or the Contract Time(s), and (d) the proper and timely submission of the Statement of Claim form provides Owner, Construction Manager, and Design Professional with necessary information so that Owner may investigate the Claim and mitigate its damages.
4. Bidder represents that the bid submittal contains the name of every person interested therein and is based upon the Standards specified by the Contract Documents.
5. Bidder and each person signing on behalf of Bidder certifies, and in the case of a bid by joint venture, each member thereof certifies as to such member's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Base Bid, any Unit Prices and any Alternate bid in the bid have been arrived at independently without collusion, consultation, communication or agreement, or for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate bid with any other Bidder; (b) unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate bid in the bid have not been knowingly disclosed by Bidder and will not knowingly be disclosed by Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices or Alternate bid; (c) no attempt has been made or will be made by Bidder to induce any other Person to submit or not to submit a bid for the purpose of restricting competition; and (d) the statements made in this Bid Form are true and correct.
6. Bidder will execute the Owner/Contractor Agreement in the form included with the Contract Documents, if a Contract is awarded on the basis of this Bid Form, and if Bidder does not execute the Owner/Contractor Agreement for any reason, other than as authorized by law, Bidder and its Surety are liable to Owner.
7. Bidder certifies that upon award of a Contract, it will ensure that all of its employees, while working on the Project site, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
8. Bidder agrees to furnish any information requested by Construction Manager, Design Professional, or Owner's authorized representative to evaluate Bidder's responsibility and whether the bid is responsive to the specifications.
9. Bidder certifies that it has no unresolved findings for recovery issued by the Auditor of State.
10. Bidder certifies that it is aware of and in compliance with the requirements of ORC Section 3517.13 regarding campaign contributions.

00 41 26 – BID FORM

LEGAL NAME OF BIDDER: _____

BIDDER IS: _____
(sole proprietor, partnership, corporation or other legal entity)

NAME OF PERSON LEGALLY AUTHORIZED TO BIND BIDDER TO A CONTRACT:

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

EMAIL ADDRESS: _____

DATE SIGNED: _____

FEDERAL TAX I.D.: _____

If Bidder is a partnership or a joint venture, state name and address of each partner in the partnership or participant in the joint venture below:

Signature

Printed Name

Address

Date Signed

Signature

Printed Name

Address

Date Signed

Signature

Printed Name

Address

Date Signed

END OF SECTION

BID GUARANTY AND CONTRACT BOND
(ORC § 153.571)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____
_____ as principal and _____
_____ as surety are hereby held and firmly
bound unto the **Hilliard City School District Board of Education**, located in Hilliard, Franklin County,
Ohio, as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee
on _____, 2017, to undertake the Work specified for the **Hilliard New Middle School
Project** ("Project"). The penal sum referred to herein shall be the dollar amount of the principal's bid to
the obligee, incorporating any additive or deductive Alternates made by the principal on the date referred
to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the
amount of _____ Dollars
(\$_____). (If the foregoing blank is not filled in, the penal sum will be the full amount of the
principal's proposal, including all Alternates. Alternatively, if the blank is filled in the amount stated must
not be less than the full amount of the proposal including add Alternates, in dollars and cents. A
percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby
jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above named principal has
submitted a bid for work on the Project.

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a
proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the
event the principal pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof
between the amount specified in the bid and such larger amount for which the obligee may in good faith
contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee
does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal
pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof between the
amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract
documents, required advertising, and printing and mailing notices to prospective bidders, whichever is
less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the obligee
accepts the bid of the principal and the principal within ten (10) days after the awarding of the contract
enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material,
which said contract is made a part of this bond the same as though set forth herein.

Now also, if the said principal shall well and faithfully do and perform the things agreed by said
principal to be done and performed according to the terms of said contract; and shall pay all lawful claims
of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying
forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall
be for the benefit of any materialman or laborer having a just claim, as well as for the obligee herein; then
this obligation shall be void; otherwise the same shall remain in full force and effect; and surety shall
indemnify the obligee against all damage suffered by failure of the principal to perform the contract
according to its provisions and in accordance with the plans, details, specifications, and bills of material
therefor and to pay all lawful claims of subcontractors, materialmen, and laborers for labor performed or
material furnished in carrying forward, performing, or completing the contract and surety further agrees
and assents that this undertaking is for the benefit of any subcontractor, materialman, or laborer having a
just claim, as well as for the obligee; it being expressly understood and agreed that the liability of the
surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as
herein stated.

SECTION 00 43 13

The said surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond, and does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

Signed and sealed this _____ day of _____, 2017.

(PRINCIPAL)

By: _____

Printed Name & Title: _____

(SURETY)

By: _____

Printed Name & Title: _____

Surety's Address: _____

Surety's Telephone Number: _____

Surety's Fax Number: _____

(SURETY AGENT)

Surety Agent's Address: _____

Surety Agent's Telephone Number: _____

Surety Agent's Fax Number: _____

Surety Agent's Email Address: _____

SECTION 32 12 16 - ASPHALT PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Base course for asphalt paving.
 - 2. Hot-mix asphalt patching.
 - 3. Hot-mix asphalt paving.
 - 4. Pavement-marking paint.

Related Sections:

- 1. Division 01 Section "Unit Prices" for description of unit prices.
- 2. Division 31 Section "Earth Moving" for preparing subgrades and aggregate pavement shoulders.
- 3. Division 32 Section "Concrete Paving Joint Sealants" for joint sealants and fillers at paving terminations.

1.3 DEFINITION

- A. Hot-Mix Asphalt Paving Terminology: Refer to ASTM D 8 for definitions of terms.
- B. DOT: Department of Transportation.
- C. Base Course: Aggregate layer placed under hot-mixed asphalt paving.
- D. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill.

1.4 SYSTEM DESCRIPTION

- A. Provide hot mix asphalt paving according to materials, workmanship, and other applicable requirements of standard specification of state or local DOT.
- B. Special Conditions
 - 1. Running Track
 - a. Bituminous Mixtures shall not contain slag, iron, iron oxide or any other ferrous mineral or ferrous material. Ferrous materials are not compatible with the paints or color coatings specified for this project.
 - b. The contractor shall confirm that the aggregates suppliers for bituminous mixtures shall supply aggregates 95 percent free from ferrous materials.
 - c. All bituminous pavements that contain ferrous materials in excess of above requirement shall be milled off and replaced with no additional payment.
 - 2. Protection of work in place
 - a. All paving work shall be protected from construction traffic at all times after completion. All damaged work shall be replaced with no additional payment.

1.5 SUBMITTALS

- A. Quality Assurance/Control Submittals:
 - 1. Product Data: For each type of product indicated. Include technical data and tested physical and performance properties.
 - 2. Job-Mix Designs: Certification, by authorities having jurisdiction, of approval of each job mix proposed for the Work.

3. Field quality-control reports.

1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Qualified according to ASTM D 3666 for testing indicated.
- B. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of the State Department of Transportation Standard Specifications for asphalt paving work, except where modified, changed or added to in this specification:
 1. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.
- C. Preinstallation Conference: Conduct conference at Project site. A/E will schedule and conduct meeting.
 1. Review methods and procedures related to hot-mix asphalt paving including, but not limited to, the following:
 - a. Review proposed sources of paving materials, including capabilities and location of plant that will manufacture hot-mix asphalt.
 - b. Review condition of subgrade and preparatory work.
 - c. Review requirements for protecting paving work, including restriction of traffic during installation period and for remainder of construction period.
 - d. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - e. Review testing and inspecting requirements.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver pavement-marking materials to Project site in original packages with seals unbroken and bearing manufacturer's labels containing brand name and type of material, date of manufacture, and directions for storage.
- B. Store pavement-marking materials in a clean, dry, protected location within temperature range required by manufacturer. Protect stored materials from direct sunlight.

1.8 PROJECT CONDITIONS

- A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met:
 1. Tack Coat: Minimum surface temperature of 60 deg F.
 2. Slurry Coat: Comply with weather limitations in ASTM D 3910.
 3. Asphalt Base Course: Minimum surface temperature of 40 deg F and rising at time of placement.
 4. Asphalt Surface Course: Minimum surface temperature of 60 deg F at time of placement.
- B. Pavement-Marking Paint: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 deg F for oil-based materials and 55 deg F for water-based materials, and not exceeding 95 deg F.

1.9 SOURCE QUALITY CONTROL

- A. Certification: Provide material certificates signed by the material producer and the Contractor, certifying that each mixture does not contain ferrous material or ferrous minerals of any kind, where indicated.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply for product selection:
1. Manufacturers: Subject to compliance with requirements, provide product by the manufacturers specified.
- B. Products of other manufacturers will be considered for acceptance provided they equal or exceed the material requirements and functional qualities of the specified product. The "Substitution Request Form" and complete technical data for evaluation must accompany requests for A/E's approval. All materials for evaluation must be received by the Project Manager and Specification Department at least 10 days prior to bid due date. Additional approved manufacturers will be issued by Addendum.

2.2 COMPACTED AGGREGATE BASE MATERIAL

- A. General: Use materials and gradations that have performed satisfactory in previous installations.
1. Aggregates shall meet DOT requirement of State in which the project is located and as indicated.
 2. Mineral Filler: Limestone dust, portland cement, or other inert material complying with State Department of Transportation Standard Specifications.
- B. Compacted aggregate base for all pavement types shall consist of natural aggregate. The aggregate shall contain 95 to 100 percent crushed content.
1. Provide crushed limestone. The contractor may provide 95 to 100 percent crushed gravel. Class B or higher aggregates shall be used in all cases.
 2. Compacted aggregate base material shall conform to the gradation shown in the table for each class of paving.
 3. All compacted aggregate for bituminous paving shall be constructed in two lifts. In no case shall compacted aggregate lifts be thicker than 4 inches.
 4. Compacted aggregate shall contain 0% soft particles, 0 percent shale and 0 percent flat elongated particles.

2.3 MATERIAL GRADATIONS (Percent Passing is shown):

SIEVE SIZE mm (US Sieve)	PARKING AND DRIVES SURFACE COURSE	RUNNING TRACK SURFACE	TENNIS COURTS, PLAYGROUN D SURFACE	BINDER COURSE	BASE COURSE	COMPACTED AGGREGATE
37.5 (1 ½)					100	100
25.0 (1)				100	80-99	80-100
19.0 (¾)		100		80-98	67-90	70-90
12.5 (1/2)	100	76-96	100	56-80	42-74	55-80
9.5 (3/8)	85-98	62-84	96-100	43-68	33-60	45-70
4.75 (No. 4)	57-67	47-57	70-80	30-40	25-35	35-60
2.36 (No. 8)	31-62	26-56	36-66	14-40	12-34	25-50
1.18 (No. 16)	17-50	14-46	19-50	8-32	7-28	---
600mm (No. 30)	8-37	6-34	10-38	5-24	4-22	12-30
300mm (No. 50)	3-25	2-22	5-26	2-16	1-16	---
150mm (No. 100)	0-14	0-14	2-17	0-10	0-10	---
75mm (No. 200)	0-3	0-3	0-4	0-3	0-3	5-10
% Bitumen	5.5-7.0	5.0-6.4	5.7-7.2	4.1-5.2	4.0-5.1	N/A

2.4 ASPHALT MATERIALS

- A. Asphalt Cement: Use Performance Grade liquid asphalt's in accordance with State Department of Transportation Standard Specifications.
- B. Tack Coat: ASTM D977, emulsified asphalt or ASTM D2397, cationic emulsified asphalt, slow setting, diluted in water, of suitable grade and consistency for application.
- C. Fabric: As specified on the Drawings.
- D. Pavement Sealers
 - 1. Emulsified-Asphalt Slurry: ASTM D 3910, Type I (modified), consisting of emulsified-asphalt, fine aggregates, and mineral fillers.
 - a. Basis-of-Design: Refined coal tar emulsion "Jennite" as manufactured by Neyra Industries, Inc., Cincinnati, Ohio. The emulsion must meet or exceed tar requirements of Federal Specification R-P355e "refined coal tar emulsion."
 - b. Mineral Aggregate: Shall be clean, dry silica sand, free from foreign matter. No more than 2 percent retained on 30 mesh or coarser; no more than 12 percent passing 140 mesh, and no more than 3 percent passing 200 mesh.
 - c. Water: Not to be used except when sand slurry Jennite is used. Never exceed 10 percent of the volume of undiluted Jennite.
- E. Fog seal per ASTM D 977 or AASHTO M140, emulsified asphalt of suitable grade and consistency for application.

2.5 AUXILIARY MATERIALS

- A. Recycled Materials for Hot-Mix Asphalt Mixes: Reclaimed asphalt pavement; reclaimed, unbound-aggregate base material; and recycled materials from sources and gradations that have performed satisfactorily in previous installations, equal to performance of required hot-mix asphalt paving produced from all new materials.
- ~~B. Herbicide: Commercial chemical for weed control, registered by the EPA. Provide in granular, liquid, or wettable powder form.~~
- C. Sand: ASTM D 1073, Grade No. 2 or No. 3.
- D. Paving Geotextile: AASHTO M 288, nonwoven polypropylene; resistant to chemical attack, rot, and mildew; and specifically designed for paving applications.
- E. Joint Sealant: ASTM D 6690 or AASHTO M 324, Type II or III, hot-applied, single-component, polymer-modified bituminous sealant.
- F. Pavement-Marking Paint: Latex, waterborne emulsion, lead and chromate free, ready mixed, complying with FS TT-P-1952, Type II, with drying time of less than 45 minutes.
 - 1. Color: As indicated

2.6 MIXES

- A. All mix design parameters shall be measured in accordance and comply with State Department of Transportation Standard Specifications
 - 1. VMA% 15
 - 2. Air Voids % 3.5
 - 3. Fines/Binder Ratio 1.2
 - 4. Fine Aggregate Angularity 3
 - 5. Flow (mm) 2.0 – 4.0
 - 6. L.A. Abrasion Loss 40
 - 7. Soft Particle Max. 8
 - 8. Stability Min. 4.0 kN

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that subgrade is dry and in suitable condition to begin paving.
- B. Proceed with paving only after unsatisfactory conditions have been corrected.
- C. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
 - 1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.
 - 2. Proof roll with a loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons.
 - 3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Architect, and replace with compacted backfill or fill as directed.
- D. Proceed with paving only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Protection: Provide materials, procedures, and worker training to prevent asphalt materials from spilling, coating, or building up on curbs, driveway aprons, manholes, and other surfaces adjacent to the work.

3.3 PATCHING

- A. Hot-Mix Asphalt Pavement: Saw cut perimeter of patch and excavate existing pavement section to sound base. Excavate rectangular or trapezoidal patches, extending 12 inches into adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Remove excavated material. Recompact existing unbound-aggregate base course to form new subgrade.
- B. Tack Coat: Apply uniformly to vertical surfaces abutting or projecting into new, hot-mix asphalt paving at a rate of 0.05 to 0.15 gal./sq. yd.
 - 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
 - 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.
- C. Patching: Fill excavated pavements with hot-mix asphalt base mix for full thickness of patch and, while still hot, compact flush with adjacent surface.
- D. Patching: Partially fill excavated pavements with hot-mix asphalt base mix and, while still hot, compact. Cover asphalt base course with compacted, hot-mix surface layer finished flush with adjacent surfaces.

3.4 REPAIRS

- A. Leveling Course: Install and compact leveling course consisting of hot-mix asphalt surface course to level sags and fill depressions deeper than 1 inch in existing pavements.
 - 1. Install leveling wedges in compacted lifts not exceeding 3 inches thick.
- B. Crack and Joint Filling: Remove existing joint filler material from cracks or joints to a depth of 1/4 inch.
 - 1. Clean cracks and joints in existing hot-mix asphalt pavement.
 - 2. Use emulsified-asphalt slurry to seal cracks and joints less than 1/4 inch wide. Fill flush with surface of existing pavement and remove excess.
 - 3. Use hot-applied joint sealant to seal cracks and joints more than 1/4 inch wide. Fill flush with surface of existing pavement and remove excess.

3.5 INSTALLATION OF COMPACTED AGGREGATE BASE

- A. The entire area to receive compacted aggregate shall be proof rolled with a tandem dump truck loaded with approximately 15 tons. The proof rolling shall be executed prior to installing the compacted aggregate. All soft and yielding areas shall be repaired.
 - 1. The acceptable observed subgrade deflection shall be 1/2 inch or less measured at the rear tire.
 - 2. Subgrade shall meet specified compaction requirements to a distance 3'-0" beyond the edge of the pavement cross section. Where there are full depth curbs, the subgrade shall meet specified compaction requirements to a distance 1'-0" beyond the back side of the curb. Where there are compacted aggregate shoulders the subgrade shall meet specified compaction requirements to a distance 1'-0" beyond outside edge of the aggregate shoulder.
- B. Compacted aggregate shall be installed immediately after acceptance of the subgrade proof roll operation by the soils engineer and Architect.
 - 1. The subgrade shall be repaired and the proof roll operation repeated in the event the approved subgrade is disturbed by construction traffic, rain or other circumstance prior to placing the compacted aggregate.
 - 2. The proof roll operation shall be repeated in the event the subgrade is left exposed for 3 work days or more prior to placing the compacted aggregate.
- C. Place the aggregate material in accordance with applicable sections of the State Department of Transportation Standard Specifications and as hereinafter specified.
- D. Aggregate material shall be compacted to thickness indicated on the Drawings. Each lift shall be compacted with approved rollers to no less than 100 percent of the maximum dry density as determined by Method C of AASHTO T99, as modified in Article 2.03.24.
- E. Compacted aggregate subbase material shall extend full depth to a distance of 6 inches beyond the edge of the asphalt pavement.
- F. All compacted aggregates for all bituminous pavements shall be installed in 2 lifts.
- G. Grade Control: During construction maintain lines and grades, including crown and cross-slope of compacted aggregate course.
- H. Shoulders: Where curbs are not indicated, place shoulders along edges of aggregate subbase course to prevent lateral movement. Construct shoulders of acceptable aggregate materials, placed in such quantity to compact to thickness of each aggregate base course layer. Compact and roll at least a 12 inch width of shoulder simultaneously with compacting and rolling of each layer of aggregate subbase course.

3.6 SURFACE PREPARATION

- A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.
- ~~B. Herbicide Treatment: Apply herbicide according to manufacturer's recommended rates and written application instructions. Apply to dry, prepared subgrade or surface of compacted aggregate base before applying paving materials.~~
 - ~~1. Mix herbicide with prime coat if formulated by manufacturer for that purpose.~~
- ~~C. Cutback Prime Coat: Apply uniformly over surface of compacted unbound aggregate base course at a rate of 0.15 to 0.50 gal./sq. yd. Apply enough material to penetrate and seal, but not flood, surface. Allow prime coat to cure.~~
 - ~~1. If prime coat is not entirely absorbed within 24 hours after application, spread sand over surface to blot excess asphalt. Use enough sand to prevent pickup under traffic. Remove loose sand by sweeping before pavement is placed and after volatiles have evaporated.~~

~~2. — Protect prime substrate from damage until ready to receive paving.~~

- D. Emulsified Asphalt Prime Coat: Apply uniformly over surface of compacted unbound-aggregate base course at a rate of 0.10 to 0.30 gal./sq.yd. per inch depth. Apply enough material to penetrate and seal, but not flood, surface. Allow prime coat to cure.
1. If prime coat is not entirely absorbed within 24 hours after application, spread sand over surface to blot excess asphalt. Use enough sand to prevent pickup under traffic. Remove loose sand by sweeping before pavement is placed and after volatiles have evaporated.
 2. Protect prime substrate from damage until ready to receive paving.
- E. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.05 to 0.15 gal./sq. yd.
1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

3.7 PAVING GEOTEXTILE INSTALLATION (IF REQUIRED)

- A. Apply tack coat uniformly to existing pavement surfaces at a rate of 0.20 to 0.30 gal./sq. yd.
- B. Place paving geotextile promptly according to manufacturer's written instructions. Broom or roll geotextile smooth and free of wrinkles and folds. Overlap longitudinal joints 4 inches and transverse joints 6 inches.
1. Protect paving geotextile from traffic and other damage and place hot-mix asphalt paving overlay the same day.

3.8 HOT-MIX ASPHALT PLACING

- A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
1. Place hot-mix asphalt base course in number of lifts and thicknesses indicated.
 2. Place hot-mix asphalt surface course in single lift.
 3. Spread HMA base mix at minimum temperature of 250 deg F and HMA Surface Mix at a minimum temperature of 280 deg F.
 4. Begin applying mix along centerline of crown for crowned sections and on high side of one-way slopes unless otherwise indicated.
 5. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
- B. Place paving in consecutive strips not less than 10 feet wide unless infill edge strips of a lesser width are required.
1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Overlap mix placement about 1 to 1-1/2 inches from strip to strip to ensure proper compaction of mix along longitudinal joints.
 2. Complete a section of asphalt base course before placing asphalt surface course.
- C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.
- D. Special Conditions
1. Fenced areas: All fence fabric shall be removed from poles prior to paving fenced areas.
 2. The paving machine shall not be allowed to track over or back track over any finished course of freshly placed bituminous mixture while the mixture is still hot or warm. Tracking the paving machine over freshly placed bituminous courses shall render that section of pavement unacceptable. All unacceptable pavements shall be removed and replaced with no additional payment.

3.9 JOINTS

- A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.
 - 1. Clean contact surfaces and apply tack coat to joints.
 - 2. Offset longitudinal joints, in successive courses, a minimum of 6 inches.
 - 3. Offset transverse joints, in successive courses, a minimum of 24 inches.
 - 4. Construct transverse joints at each point where paver ends a day's work and resumes work at a subsequent time. Construct these joints using either "bulkhead" or "papered" method according to AI MS-22, for both "Ending a Lane" and "Resumption of Paving Operations."
 - 5. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
 - 6. Compact asphalt at joints to a density within 2 percent of specified course density.

3.10 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.
 - 1. Complete compaction before mix temperature cools to 185 deg F.
- B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
 - 1. Average Density: 96 percent of reference laboratory density according to ASTM D 6927 or AASHTO T 245, but not less than 94 percent nor greater than 100 percent.
 - 2. Average Density: 92 percent of reference maximum theoretical density according to ASTM D 2041, but not less than 90 percent or greater than 96 percent.
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
- F. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.
- G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.11 INSTALLATION TOLERANCES

- A. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:
 - 1. Base Course: Plus or minus 1/2 inch.
 - 2. Surface Course: Plus 1/4 inch, no minus.

- B. Pavement Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot (3-m) straightedge applied transversely or longitudinally to paved areas:
 - 1. Base Course: 1/4 inch.
 - 2. Surface Course: 3/16 inch.
 - 3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch.
- C. Traffic-Calming Devices: Compact and form asphalt to produce the contour indicated and within a tolerance of plus or minus 1/8 inch of height indicated above pavement surface.

3.12 SURFACE TREATMENTS

- A. Fog Seals: Apply fog seal at a rate of 0.10 to 0.15 gal./sq. yd. to existing asphalt pavement and allow to cure. With fine sand, lightly dust areas receiving excess fog seal.
- B. Slurry Seals: Apply slurry coat in a uniform thickness according to ASTM D 3910 and allow to cure.
 - 1. Roll slurry seal to remove ridges and provide a uniform, smooth surface.

3.13 PAVEMENT MARKING

- A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with A/E.
- B. Allow paving to age for 30 days before starting pavement marking.
- C. Sweep and clean surface to eliminate loose material and dust.
- D. Apply paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.
 - 1. Apply graphic symbols and lettering with paint-resistant, die-cut stencils, firmly secured to pavement. Mask an extended area beyond edges of each stencil to prevent paint application beyond the stencil. Apply paint so that it cannot run beneath the stencil.

3.14 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined according to ASTM D 3549.
 - 1. Compacted thickness shall not be less than indicated.
- C. Surface Smoothness: Test finished surface of each asphalt concrete course for smoothness, using a 10-foot straightedge applied parallel with, and at right angles to, centerline of paved area. Surfaces will not be accepted if exceeding the following tolerances for smoothness:
 - 1. Binder Course: 1/4 inch.
 - 2. Surface Course: 3/16 inch.
 - 3. Check surface areas at intervals as directed by the Architect.
- D. Flood Test
 - 1. Schedule: After the pavement is complete, perform a flood test in the presence of the Architect.
 - 2. Method: Perform the flooding by use of water tank truck or available water.
 - 3. If depressions exist where water is ponding to a depth of more than 1/8 inch, fill with fresh hot asphalt concrete to provide proper drainage. Feather and smooth the edges of fill so that the joint to original surface is not visible.

- E. Test uncompacted asphalt concrete mix and report the following:
 - 1. Sampling: AASHTO T168 (ASTM D979).
 - 2. Asphalt Cement Content: AASHTO T164 (ASTM D2172).
 - 3. Perform at least one initial test for paving, unless otherwise specified or directed.
- F. In-Place Density: Testing agency will take samples of uncompacted paving mixtures and compacted pavement according to ASTM D 979 or AASHTO T 168.
 - 1. Reference maximum theoretical density will be determined by averaging results from four samples of hot-mix asphalt-paving mixture delivered daily to site, prepared according to ASTM D 2041, and compacted according to job-mix specifications.
 - 2. In-place density of compacted pavement will be determined by testing core samples according to ASTM D 1188 or ASTM D 2726.
 - a. One core sample will be taken for every 500 sq. yd. or less of installed pavement, with no fewer than 3 cores taken.
 - b. Field density of in-place compacted pavement may also be determined by nuclear method according to ASTM D 2950 and correlated with ASTM D 1188 or ASTM D 2726.
- G. Replace and compact hot-mix asphalt where core tests were taken.
- H. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.
 - 1. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be changed to Contractor, and the Contract Sum will be adjusted by Change Order.

3.15 FINAL ACCEPTANCE CRITERIA FOR HEAVY AND STANDARD DUTY PAVING

- A. Final acceptance for heavy duty and standard duty paving shall be based on asphalt coring within the test area limits as shown on the Drawings. Arrange for and execute core sampling by an independent testing agency. The cost of this testing shall be included in the bid by Contractor.
- B. Core Requirements
 - 1. Cores shall be a minimum of 2 inches in diameter and 24 inches in depth.
 - 2. Cores shall be taken at a rate of 1 core every 3000 sq.yds. for each pavement type in each test area. In any case, no less than 4 cores shall be taken in each test area for each type of pavement.
 - 3. The location of the cores shall be at painted lines and as determined by the Engineer and marked on the Drawings after the surface course has been constructed.
 - 4. The total thickness of the surface plus the binder course for each core shall be determined. The total thickness of the compacted aggregate base for each core shall be measured and recorded.
 - 5. The average thickness of each aggregate course for each pavement type shall be determined and recorded for each test area. The average thickness of the surface course plus the binder course shall be determined and recorded for each test area.
 - 6. Voids created as a result of the coring shall be filled using concrete, mortar or other bituminous material as directed.
- C. Acceptance Criteria
 - 1. The thickness of each asphalt course as shown on the Drawings is the compacted minimum not an average. If the average thickness of any asphalt or aggregate course is less than that shown on the Drawings, then the entire test area shall be resurfaced using a bituminous surface mixture with appropriate aggregate size to obtain 90 pound per square yard yield without breaking or scratching the aggregate.

2. If the average thickness of the surface plus the binder or the average thickness of the compacted aggregate equals or exceeds the required thickness and if any course in any individual core is less than that shown on the Drawings then, at the discretion of the Engineer, that portion of the test area shall be resurfaced using 90 pound per square yard bituminous surface. Areas requiring resurfacing due to inadequate core samples shall not be less than 2400 square feet.
3. No asphalt materials shall be removed to correct insufficient compacted aggregate once the binder or surface has been placed. The only acceptable corrective measure for insufficient compacted aggregate is additional bituminous material. Substantially insufficient compacted aggregate shall be corrected by additional resurface work constructed at a rate of 1 compacted inch of asphalt for every 2 inches of insufficient aggregate.
4. No additional payment will be made for additional construction necessary due to insufficient cores.

D. Acceptance Submittals

1. No bituminous pavements will be accepted until it has been demonstrated by the Contractor that the pavements are in accordance with the Drawings and Specifications. The Contractor shall submit the following:
 - a. Pavement coring report with a drawing illustrating the location of each core taken, asphalt and aggregate thicknesses and subgrade moisture content.
 - b. Modified proctor maximum dry density soil data for each soil type used as subgrade within the pavement. The soils data sheet(s) shall indicate which asphalt core or cores the soil corresponds to.
 - c. Job mix formula for each type of bituminous mixture. The job mix formula shall contain, at minimum, the aggregate gradation, percent bitumen, source and type of bitumen and the laboratory maximum compacted density for the mixture.
 - d. In-place asphalt compaction density test results illustrating the corresponding core to which the test applies.

E. Variation from Job Mix Formula or Required Gradations:

1. Compliance Criteria
 - a. Paving work shall be considered in compliance if the gradations and % bitumen noted in the table are within the specified ranges. No contract adjustments shall be made for all work that is in compliance with these specifications.
2. Substantial Compliance Criteria
 - a. Paving work shall be considered within substantial compliance if the gradations and percent bitumen noted in the table are within plus or minus 0.20
 - b. A deduct contract adjustment shall be made at the rate of \$0.50 per square yard for each square yard of paving that varies from the Job Mix Formula or the Required Gradations.
3. Non-Compliance: Paving work shall be considered non-compliant if the gradations and percent bitumen deviate greater than 0.20 of the values in the table.

3.16 DISPOSAL

- A. Except for material indicated to be recycled, remove excavated materials from Project site and legally dispose of them in an EPA-approved landfill.
 1. Do not allow milled materials to accumulate on-site.
- B. General: Handle asphalt-paving waste according to approved waste management plan required in Division 01 Section "Construction Waste Management and Disposal".

3.17 PROTECTING AND CLEANING

- A. Protect pavement markings from damage and wear during remainder of construction period.

- B. Clean spillage and spilling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 32 12 16

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B001	Altman/Heather Curphey	For the Hilliard Middle School project, is it acceptable to put in a combination bid for more than one bid package?	Refer to Addendum #2	01/20/17	01/20/17		02/03/17	2	
B002	Oakland Nursery/Gary Huston	it says that the sitework contractor is responsible for the topsoil respread along the building pad to the parking lot. Is the landscape contractor to respread topsoil to the site perimeter and the parking lot islands? It would be more economical for the site contractor to respreads the topsoil around the perimeter of the site and islands.	Refer to Addendum #4 - bid form	01/20/17	01/20/17		02/03/17	4	
B003	Knoch Corporation/Eric Binsley	to the General Allowance of \$20,000 and the General Flooring Prep Allowance of \$15,000 listed in the General Trades Scope of Work under item "N" the same as Allowance 8 for \$35,000 in specification section 01 21 00 Allowances or is it another allowance?	Addendum#4	01/24/17	01/25/17		02/03/17	4	Elford to Answer
B004	Knoch Corporation/Eric Binsley	Where can I find the Matrix of Owner provided equipment installed by the General Trades Contractor that is listed under Special Considerations item "I"?	Refer to Addendum #4 - Refer updated section 01 10 00	01/24/17	01/25/17		02/03/17	4	
B005	Knoch Corporation/Eric Binsley	Why is specification section 11 05 13 Common Motor Requirements for Equipment part of our scope? What motors is this for?	Specification 11 05 13 applies to all motors installed as part of your scope package.	01/24/17	01/25/17	02/01/17	02/03/17		
B006	Knoch Corporation/Eric Binsley	Will combination bids be allowed for this project?	Refer to Addendum #2 and #4	01/24/17	01/25/17		02/03/17	2	
B007	Chemcote/Craig Pettit	I see the stone is being placed by the site contractor and we are to provide the tonnage listed at the parking, roads and track. What package is the gravel shoulder in? It is listed as Keynote 21 on page G3.0.	Refer to Addendum #4	01/25/17	01/25/17		02/03/17	4	
B008	Vaughn Industries/Cindy Hagerty	Our insurance/bonding agent is asking for approximate estimates for the HVAC and the Electrical on this project.		01/25/17	01/25/17				
B009	Vaughn Industries/Cindy Hagerty	She is also asking about a couple of the insurance requirements. 11.1.2.1, #1 Independent Contractors Protective Liability. She is asking if you want an OCP Policy, a separate policy in the Owner's name. She needs an estimate and duration to quote this for us. 11.1.2.1, #3 Professional Liability – will Vaughn be required to carry this, or is this in reference to the A/E? 11.1.2.1 #1 in reference to the Ohio Intentional Tort Endorsement-will Vaughn be required to carry this?		01/25/17	01/25/17				
B010	Buckeye Aluminum Glass/Timothy Van Atta	Can I Get Clarification on the Aluminum Windows. The Drawings A6.01 show a fixed Aluminum Window on W1, W2, W3, W4. The Details on A6.03 show Operable details, and also in the specs under 085113-4 2.1 B Fixed and Outward Projected. 085113-6 2.5 A Frames shall be same configuration for operable Units. Also on 085113-6 2.6 A 1 Applied Mullins can be applied. Note, if they do want Vent or Operable Windows there will need to be a Horizontal, as the sizes are to large.	Refer to Addendum #2	01/25/17	01/25/17	01/30/17	02/03/17	2	

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B011	Buck and Sons Landscape/Jared Buck	Is there a bid form for the Hilliard middle school project. Can we drop off our bid at 2140 Atlas St any day before the 9th? thank you in advance.	Refer to Addendum #3 and #4	01/26/17	01/27/17		02/03/17	3	
B012	Rezod, LLC/Bill Staton	Our bid package includes Residential Appliances "per the schedule on the drawings". However, I don't see anywhere in Spec Section 11 31 00.00 Residential Appliances, that identifies the Flat Screen TV's (or any other spec section for that matter). So my question is simply this, is the owner providing or installing the Flat Screen TV's?	Monitors provided by the project are noted on T sheets and in spec section 27 41 43; all others are provided by the owner	01/27/17	01/27/17	01/31/17	02/03/17		
B013	Rezod, LLC/Bill Staton	There are multiple murals throughout the project, so do these fall under one of the painting specs or one of the signage specs?	Both the signage and painting specs are in the General Trades scope of Work.	01/27/17	01/27/17		02/03/17		
B014	Rezod, LLC/Bill Staton	Spec Section 10 28 00: The owner is furnishing several items, so our question is this, are they also installing these items or do we need to figure to receive, unload, inventory, distribute, and install these items or is this being handled by the owner as well?	Refer to Addendum #3; General Requirements 01 10 00	01/27/17	01/27/17		02/03/17	4	
B015	Rezod, LLC/Bill Staton	The note in Bid Package 6.0 for DIV. 08 – Item IV says to "Provide 25 – 2' x 2' access doors and frames. The specifications list (4) different types of access panels that all have different costs, so can you clarify how many of each we need to include in this pricing?	See updated scope addendum #4	01/27/17	01/27/17		02/03/17	4	
B016	Rezod, LLC/Bill Staton	Bid Package 6.0: Spec Section 10 56 34 Specialty Storage Cabinets includes the Acid/Corrosives Safety Storage Cabinet and the Flammable Liquids Safety Storage Cabinet. However, on the drawings, these are listed under the Science Equipment Schedule, along with the Germicidal Goggle Sanitizer Cabinet and the Double-Sided Fume Hood. We know that we owe the Acid/Corrosives Safety Storage Cabinet and the Flammable Liquids Safety Storage Cabinet per the spec, but who is responsible for the Germicidal Goggle Sanitizer Cabinet and the Double-Sided Fume Hood?	See updated scope addendum #4	01/27/17	01/30/17		02/03/17	4	
B0017	North Central Fabrication/Paul Kelly II	John Leuthold and I are looking at the Hilliard Middle School. We have the following question: This would be typical at all areas similar in condition to this and at hallways. Please see attachment.	Pour stops are not structurally required between the metal deck and the inside face of the CMU wall shown in section 6/S7.02 (and similar). The deck should be placed tight to the side of the wall to prevent leakage of wet concrete. The contractor is welcome, however, to provide a continuous filler plate or bent pour stop plate at their option.	01/30/17	01/31/17	02/01/17	02/03/17		

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B018	Strawser Paving/Don Bynner	Section 32 12 16 Asphalt Paving Part 3.6 Paragraph B lists Herbicide Treatment and Paragraph C lists Cutback Prime Coat. These items are not included in the Paving Sections detailed on Plan Sheet G4.1. Are these items to be included in the bid? Are they to be included in Bid Package No. 32.0 Asphalt or were they included in Bid Package No. 1.0 Early Site and Utility?	Yes provide as per specifications.	01/31/17	01/31/17	02/01/17	02/03/17	4	
B019	Outdoor Aluminum, Inc./Linda Santini	What is the timeline for installation for this portion of work?	Refer to Addendum #4	01/31/17	01/31/17		02/03/17	4	
B020	Outdoor Aluminum, Inc./Linda Santini	I see where the project completion is May 2018, but was curious when the bleacher work is expected to be completed.	Refer to Addendum #4	01/31/17	01/31/17		02/03/17	4	
B021	The Altman Company/Heather Curphey	A8.12-Corridor signs that say Memorial Jaguars. They do not specify size. These go on the corridor walls (vinyl)	All dimension are provided on A8.12 with the excpetion of "jaquars" on elevation B. This is to be 16 inches and coordinated with submittals for final review.	01/31/17	01/31/17	02/01/17	02/03/17		
B022	The Altman Company/Heather Curphey	Volume C Q-1 Concession Stand signs. They tell us to refer to the sign types page, but RSB, RSF, RSE1 and RSE2 are not listed on there.	Refer to A7.00B for Room Sign Types, B, F, E1 and E2. The "RS" is an abbreviation Room Sign.	01/31/17	01/31/17	02/01/17	02/03/17		
B023	The Altman Company/Heather Curphey	G3.2 Exterior Traffic Signs. There are 3 signs that are large and attached to 2 posts. Parent Drop Off, Buses Only, and the actual school sign that says Hilliard Memorial Middle School. The material is not specified. Is the school name sign a monument type sign? Or just aluminum attached to U channel posts?	Refer to Specifications Section 10 14 26, Post and panel Sign.	01/31/17	01/31/17	02/01/17	02/03/17		
B024	The Altman Company/Heather Curphey	Again on exterior signs, they note address #'s. Did not give size. They called them House Number signs. I don't see where they are using those?	Detail on G4.4, 6" letters per Fire Department. Located on G3.0, near South/West entry/exit near school identification sign note 29.	01/31/17	01/31/17	02/01/17	02/03/17		
B025	Sightlines Athletic Facilities/Jeff Giffen	The substantial completion is 499 days? Does this schedule include the grandstand/press box? Is the final completion day of April 27th 2018? What target you are looking for or are we complete by the upcoming football season?	refer to addendum #4	01/31/17	01/31/17		02/03/17	4	
B026	Preconstruction Specialist/Paul Riedinger	In your bid documents for the bleacher and press box specifications 13 34 16.53 – 6, at 2.6 B 1 Finish: Mill finished (for the aluminum risers). Is it the intention of the architect and owner to have mill finished risers? Almost 99% of the time bleacher risers (and seat boards) are either powder coated or anodized to prevent ugly staining that will occur with mill finished risers.	provide as specified	02/01/17	02/01/17	02/02/17	02/03/17		

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B027	Quality Welding/Steve Ambos	Can you provide us with a column to beam connection at roof and second floor?	There is not enough information to respond to this RFI.	02/01/17	02/01/17	02/02/17	02/03/17		
B028	Strawser Paving/Don Bynner	Section 32 13 13 Concrete Paving Part 2.9 lists specifications for Wheel Stops and Wheel Stops are shown on Plan Sheet G3.0. Please advise which Bid Package is to include supply and install Wheel Stops.	Refer to Addendum #4	02/01/17	02/01/17		02/03/17	4	
B029	North Central Fabrication/Paul Kelly II	Is it correct to assume that the masonry contractor will be installing any veneer support steel? Please see attached.	As noted in scope of work	02/01/17	02/01/17		02/03/17	4	
B030	North Central Fabrication/Paul Kelly II	Who is to furnish the pipe gate shown in detail 5 on sheet G4.2?	Refer to Addendum #4	02/01/17	02/01/17		02/03/17	4	
B031	Midwest Graphics/Gayle May	I don't see where the size of the dedication bronze plaque is listed?	Typical plaque is 20 inches wide by 18 inches tall	02/01/17	02/02/17		02/03/17	4	
B032	Columbus Heating & Ventilating/Greg Yoak	On drawing M2.07 there are supply air and exhaust air ducts serving the Locker Room area (air handling unit is tagged "Locker-1"). Spec section 233113-3.1B6a tells us to make both of "heavy gauge aluminum or stainless steel". There does not appear to be anything in the specification defining construction standards for either of these products. Can something be provided?	As noted in Section 233113, Article 2.2, A - Compy with SMACNA duct construction standards utilizing the materials indicated for this unique application.	02/01/17	02/02/17	02/03/17	02/03/17		
B033	Elford, Inc./Joanne Centa	The MEP Schedule on the drawings references the following spec sections: 23 82 19, 23 62 00, and 26 29 23 that were not included in the specifications. Please advise if the mechanical schedule is to be revised or are they to be added.	Sections 236200 and 238219 are incorrectly reference; reference should read 238126 for both. Reference to Section 262923 was not found, please provide a more specific description of where it is being observed.	02/02/17	02/02/17	02/03/17	02/03/17		
B034	Strawser Paving Co./Don Bynner	Section 32 12 16 Asphalt Paving Part 2.6 A notes that mix designs shall comply with State Department of Transportation Standard Specifications, but the specifications listed do not comply with ODOT requirements, as noted in the attached email from our asphalt supplier, Shelly Materials, Inc. Please confirm that ODOT specifications are acceptable for the project asphalt mix designs. Please see attachment.	Provide Asphalt Concrete Paving meeting Ohio DOT Specifications as follows: Surface Course, Type 1 (448), PG64-22 and Intermediate Course ,Type 2 (448)	02/02/17	02/02/17	02/03/17	02/03/17		
B035	Dunlop and Johnston/Rick Noviks	We are submitting a proposal for pkge. 6.0 General Trades and considering combination bid option 2 and 3 as mentioned in Addendum #2. When will you have the revised bidform out for bidders?	Refer to Addendum #4	02/02/17	02/02/17		02/03/17	4	
B036	Dunlop and Johnston/Rick Noviks	Any thoughts of a bid extension?	Refer to Addendum #3	02/02/17	02/02/17		02/03/17	3	

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B037	Chemcote/Craig Pettit	In Section 2.6 (A) it states : "All mix design parameters shall be measured in accordance and comply with State Department of Transportation Standard Specifications". They then list individual specifications that are not similar to ODOT'S. <div> <div>Spec List</div> <div> <div>ODOT Surface</div> <div>VMA 16</div> <div>Air Voids 3.5</div> <div>Flow 8-16mm</div> </div> <div> <div>ODOT Binder</div> <div>13</div> <div>4.0</div> <div>8-16mm</div> </div> </div>	Provide Asphalt Concrete Paving meeting Ohio DOT Specifications as follows: Surface Course, Type 1 (448), PG64-22 and Intermediate Course ,Type 2 (448)	02/02/17	02/02/17	02/03/17	02/03/17		
B038	Buckeye Power Sales/Harold Gilbert	I have a question on the Addendum 1 one line drawing Change: The change from a 200Amp Breaker to an 200 amp Fused Disconnect whom is to provide the Fused disconnect and where is it to be mounted.	NEMA 3R Fused disconnect to be mounted to the generator cabinet.	02/02/17	02/02/17	02/03/17	02/03/17		
B039	Buckeye Power Sales/Harold Gilbert	I have a question on the Addendum 1 one line drawing Change: The Rating on the Transfer show 200Amp one showing 3 pole and one show 4 pole which is correct and is the AIC 50,000AIC: the SB switch would need to be 260amp to meet that requirement. This switch is only seed with 60Amp Breaker.	NEMA 3R Fused disconnect to be mounted to the generator cabinet.	02/02/17	02/02/17	02/03/17	02/03/17		
B040	Quality Welding/Steve Ambos	Can you provide us with a column to beam connection at roof and second floor? Column line A-8.7 would like to know connections at roof and 2nd floor.		02/02/17	02/02/17				
B041	Dunlop and Johnston/Rick Noviks	Please clarify which Allowances are correct for Bid Package 6.0 is it the Scope of Work or spec section 01 21 00-3?	See addendum #4	02/02/17	02/03/17		02/03/17	4	
B042	Dunlop and Johnston/Rick Noviks	Please clarify if the \$15,000 Allowance for general flooring prep is to be included in the General Trades and not in the Flooring Pkge?	See addendum #4	02/02/17	02/03/17		02/03/17	4	
B043	The Knoch Corp/Eric Binsley	Will there be another addendum that will revised the bid form to address the combination bid listed in Addendum 2?	See addendum #4	02/03/17	02/03/17		02/03/17	4	
B044	The Knoch Corp/Eric Binsley	Will the bidders questions (RFI's) and answers be sent out in a future addendum so we all have the same information?	See addendum #4	02/03/17	02/03/17		02/03/17	4	
B045	Radico/Brett Williams	Is plumbing scope of work shown on drawings MP1 and MP2 in Volume C to be included in the plumbing bid? Please advise.		02/03/17	02/03/17				