



City of Cleveland
Justin M. Bibb, Mayor

Department of Finance
Division of Purchases & Supplies
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Cleveland, Ohio 44114-1080
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May 22, 2026

ADDENDUM 1

BID TITLE: File No.50-26 2026 City Wards of Cleveland Public Improvements by Requirements Tree Damaged Sidewalk Construction Contract

BID DUE: Friday, May 29, 2026 at 12 o'clock noon (Eastern Time)

Attention Bidders:

We have been requested to issue the addendum for the following:

Please ensure that a copy of this addendum is included and returned with the bid specifications furnished to you by this office, as it will have the same force and effect as if it were part of the specifications originally issued.

1. Answers to questions received.
2. Remove and replace "Part A – Instructions to Bidders" and replace with the attached Part A – Instructions to Bidders moving the bid opening date to May 29, 2026.
3. Remove and replace "Detailed Supplemental Specifications" and replace with the attached Detailed Supplemental Specifications.
4. Remove and replace "Schedule of Items" and replace with the attached Schedule of Items.

If you have any questions regarding the attached, please contact Steven Decker at sdecker@clevelandohio.gov. Thank you for your prompt attention and assistance in this matter. Also, please ensure that copy of this addendum is included and returned with the bid specifications furnished to you by this office, as it will have the same force and effect as if it were part of the specifications originally issued.

Signature of Potential Bidder & Name of Company

Today's Date


Thank you,
Donia Patterson, Assistant Administrator
Purchases & Supplies
CC:

City of Cleveland
Mayor's Office of Capital Projects
Division of Engineering and Construction

**2026 City Wards of Cleveland Public Improvement by Requirements
Tree Damaged Sidewalk Construction Contract (File No. 50-26)**

ADDENDUM #1

May 21, 2026

The Addendum is required to provide clarity due to contractor questions

Addendum No. 1 addresses the following items attached

1. Remove and replace “Part A – Instructions to Bidders” and replace with the attached Part A – Instructions to Bidders moving the bid opening date to May 29, 2026.
2. Remove and replace “Detailed Supplemental Specifications” and replace with the attached Detailed Supplemental Specifications.
3. Remove and replace “Schedule of Items” and replace with the attached Schedule of Items.

CLARIFICATIONS

In response to the Contractor questions regarding construction plans and specifications, the following clarifications are given:

Question #1:

The Tree Damaged Sidewalk Construction is also missing (2) other proposal items, Maintenance of Traffic and Mobilization. Please add these additional bid items to the proposal.

Answer #1:

All requirements contracts use 5% for MOT and 5% for Mobilization per task order calculated by the task order cost. These are not bid items but calculated per task order.

Question #2:

We have noticed the Part A Instructions to Bidders has been incorrectly inserted for the three Requirements contracts.

Answer #2:

Please find the replacement Part A Instructions to Bidders for the three Requirements Contracts.

Question #3:

The Requirements For Tree Damaged Sidewalk but the proposal does not have a line item for “Item Special – Bond Fees (1% of Total Sum of Bid Items) Lump Sum” like the other two proposals for the Streets Reconstruction and the Requirements Bridge Reconstruction Contract, can you please add this line item to the proposal.

Answer #3:

Please find the replacement Schedule of Items for this contract which includes the bond fee.

Question #4:

The DS Specification Index & Specifications appear to be mislabeled for the three contracts. Can you check and confirm that the correct DS Supplemental Specs are included the three contracts?

Answer #4:

Please find the replacement and correct DS Supplemental Specs for all three contracts.

THE BIDDER SHALL ACKNOWLEDGE RECEIPT OF ADDENDUM #1 BY SIGNING BELOW AND ATTACHING THIS PAGE TO THE BID

Signature of Bidder

Date

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NOTE: All of this bound information must be kept intact and, together with any addenda issued, must be returned with the bid, otherwise the bid may be considered informal.

THERE IS NO CHARGE FOR THE PLANS AND SPECIFICATIONS THAT ARE AVAILABLE AT CITY OF CLEVELAND, DIVISION OF PURCHASING AND SUPPLIES; 601 LAKESIDE AVENUE, ROOM 128; CLEVELAND, OH 44114

CITY OF CLEVELAND, OHIO

**STANDARD FORM OF
INVITATION TO BID, GENERAL CONDITIONS, SPECIFICATIONS
AND BID FOR A PUBLIC IMPROVEMENT**

Department of Mayor's Office of Capital Projects

PART A - INSTRUCTIONS TO BIDDERS-ADDENDUM 1

A-1 ADVERTISEMENT.

In accordance with Ordinance No. 309-2026, passed by the Council of the City of Cleveland, April 13, 2026 and signed, April 20, 2026 an advertisement for proposals for 2026 City Wards of Cleveland Public Improvement by Requirements Tree Damaged Sidewalk Construction Contract for the Department of Mayor's Office of Capital Projects of the City of Cleveland, appears in the City Record under dates of May 8 and May 13, 2026.

A-2 BIDS.

Sealed bids endorsed 2026 City Wards of Cleveland Public Improvement by Requirements Tree Damaged Sidewalk Construction Contract will be received at the office of the Commissioner of Purchases and Supplies, Room 128, City Hall, Cleveland, Ohio 44114, until 12:00 o'clock noon, official time, Friday, May 29, 2026 and thereafter will be publicly opened and read in City of Cleveland; Division of Purchases & Supplies; 601 Lakeside Avenue, Room 128; Cleveland, OH 44114.

A-3. FORM OF BID.

Every bid must be made upon the blank form of bid attached hereto; must give the price of each and every item of the work bid on, in figures, and must contain the full name of every person, firm or corporation interested in the bid, and the address of the person, firm or the president and secretary of the corporation bidding; and if a corporation, the bid must give the name of the State in which it is incorporated.

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A-4. NAME OF BIDDER.

Each bid must be clearly signed with the full name and address of each person, firm or corporation interested in it. In case of a partnership, the firm name and address and name and address of each individual party must be given.

A-5. SIGNATURE OF BIDDER.

The firm, corporation or individual name of the bidder must be signed by the bidder in the space provided for the signature on the bid blank. In case of a corporation, the title of the officer signing must be stated, and each officer must be thereunto duly authorized. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of firm". In case of an individual, use the term "doing business as" or "sole owner".

A-6. BIDDER'S AFFIDAVITS.

Each bidder is required to submit with his bid an affidavit stating that neither he nor his agents, nor any other party for him has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will be hereafter paid. This affidavit must be on a form provided by the City, which may be obtained from the Commissioner of Purchase and Supplies.

A-7. BID BOND, CERTIFIED OR CASHIER'S CHECK.

Each bid shall be accompanied by a bid bond signed by a surety company authorized to do business in Ohio, or by a cashier's check or certified check on a solvent bank, which bond or check shall be in the sum of 5% of the amount of the bid. Said bond or check shall be given as security that if the bid is accepted, a contract will be entered into and the performance of it properly secured.

A-8. DISPOSITION OF BID BOND, CERTIFIED OR CASHIER'S CHECK.

A. The bid bond, certified or cashier's check shall be forfeited and the principal amount of said bid bond shall be paid to the City, or said check shall be surrendered to the City as the agreed amount of liquidated damages in case of failure to enter into contract as above described. The bid bond or check will be released or returned to the bidder in case his bid is rejected.

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- B. In case his bid is accepted, the bid bond or certified or cashier's check will be returned after the contract has been signed and the performance bond herein required has been furnished and approved by the City. The bid bond or certified or cashier's check of the next lowest responsible bidder will be retained until the lowest responsible bidder has signed and secured the performance of his contract, or if he fails so to do, said bid bond or check shall be further retained until the second lowest responsible bidder shall have signed and properly secured the contract awarded to him; and in default thereof the bid bond or certified or cashier's check shall be forfeited to the City as liquidated damages.

A-9. EXPLANATIONS, WRITTEN AND ORAL.

Should a bidder find any discrepancy in or omission from the drawings or specifications, or should he be in doubt as to their meaning, he shall at once notify the Commissioner of Purchases and Supplies, who will send written instructions to all bidders. The City will not be responsible for any oral instructions.

A-10. UNACCEPTABLE BIDS.

No bid will be accepted from, or contract awarded to, any person, firm or corporation that is in arrears or is in default to the City of Cleveland upon any debt or contract, or that is a defaulter as surety or otherwise, upon obligation to said City, or has failed to perform faithfully any previous contract with the City.

A-11. EVIDENCE OF ABILITY TO DO WORK.

Bidders must present evidence to the Director, when required to do so, that they are fully competent and have the necessary facilities and pecuniary resources to deliver the material and complete the work to be performed hereunder in a satisfactory manner and within the time specified.

A-12. APPROXIMATE QUANTITIES.

Where bids are based on estimated quantities it is understood that the estimates are prepared by the city officials for the purpose of comparison of bids, and that the estimated quantities are not guaranteed but are approximate only, and the City reserves the right to increase or diminish the same, or to omit any one or more items, at the unit price bid, as the Director may deem desirable.

A-13. EXAMINATION OF SITE WORK.

- A. Bidders shall satisfy themselves as to the existing conditions of the premises where the work is to be done and of the nature of the ground at the site of the proposed work, and pay particular attention to any soil condition that may affect the progress or performance of the work. The City makes no guarantee, either

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express or implied, as to ground conditions.

- B. Subject to the convenience of the City, prospective bidders may be permitted to explore the site by making borings or digging test pits. In such event, the work shall be done at the sole expense and risk of the bidder, and he shall maintain and restore the site to a condition of safety.

A-14. MATERIALS, SAMPLES, ETC.

- A. Before any contract is awarded, the bidder may be required to furnish a complete certified statement of the origin, composition and manufacture of any or all materials to be used in the work, together with samples, which required samples may be subjected to the tests provided for in these specifications to determine their quality and fitness for work.
- B. For samples of materials that may be required to be furnished by bidders prior to the opening of bids, see "Detail Specifications".

A-15. CONSIDERATION OF BIDS.

All bids received in conformity with these contract documents shall, as soon as practicable, be tabulated and shall become a public record.

A-16. REJECTION OR ACCEPTANCE OF BIDS.

The City, through the Board of Control, reserves the right to reject any or all bids, and any part or parts of any bid and also the right to waive any informalities in the bid. In awarding a contract, the City reserves the right to consider all elements entering into the question of determining the responsibility of the bidder. Any bid which is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, may be cause for rejection of bid.

A-17. WITHDRAWAL OF BID.

No bid will be allowed to be withdrawn after it has been deposited with the Commissioner of Purchases and Supplies.

A-18. TIME OF AWARD.

Unless further time is required for analysis of the bids or investigation of the responsibility of any bidder and in the absence of a limitation upon the time of acceptance set forth in the bid, the Board of Control of the City of Cleveland will ordinarily make an award or reject all bids received hereunder not later than the second regular meeting of said Board following the opening of bids. Any extension of time beyond the date fixed by the successful bidder or the fourth regular meeting

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of the Board of Control, whichever event shall first occur, shall be subject to agreement between said bidder and the Board of Control.

A-19. SURETY BOND.

The Contractor shall furnish an indemnity bond to the City of Cleveland in the full amount of the contract price, as a guarantee of good faith on behalf of the Contractor that the terms of these contract documents shall be complied with in every particular. Said bond shall be subject to the approval of the Department of Law of the City of Cleveland, Ohio.

A-20. RELEASE OF BOND.

The Contractor's bond will not be released until all of the provisions of the contract have been fulfilled.

A-21. BID DISCOUNTS - APPLICABLE TO BIDS FOR GOODS AND SERVICES PURCHASE CONTRACTS AND PUBLIC IMPROVEMENT CONTRACTS IN EXCESS OF FIFTY THOUSAND DOLLARS (\$50,000).

A. Bid Discounts under Sections 187.03 and 187.05: If the bid of any prime contractor that is a CSB, MBE, FBE or a CSB, MBE or FBE joint venture is no more than five percent (5%) higher than the lowest actual bid for a contract that is not from a CSB, MBE, FBE or a CSB, MBE or FBE joint venture, the contracting department shall apply a Bid Discount of five percent (5%) to the CSB, MBE, FBE or CSB, MBE or FBE joint venture bid for the purpose of establishing a Comparison Bid. The City of Cleveland shall use the following ranking in determining who receives the preference:

1. Where the disparity study has determined that a disparity exists, the bid discount shall go to the bidders who are certified by the City as members of the specific MBE/FBE group for which the proven disparity exists. No other bidders shall receive any preference under Sections 187.03 and 187.05 at the prime contractor level.
2. Where no disparity has been proven, or when no bids are received from groups for which a proven disparity exists, the bid discount shall go to certified CSB bidders certified by the City as located within the city limits of Cleveland. No other bidders shall receive any preference under Sections 187.03 and 187.05 at the prime contractor level.
3. Where no disparity has been proven, or when no bids are received from groups for which a proven disparity exists, and no bids were received from certified CSB firms certified by the City as located within the city limits of Cleveland, the bid discount shall go to Certified CSB bidders certified by the

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City as located within Cuyahoga County. No other bidders shall receive any preference under Sections 187.03 and 187.05 at the prime contractor level.

4. In addition to any bid discounts at the prime contractor level, all prime contractors shall receive a bid discount of 5% of the total dollar amount of all CSB, MBE and/or FBE certified by the City that the prime contractor properly documents as subcontractors in their bid, for the purpose of establishing a Comparison Bid.
 5. The total Bid Discount awarded to any bidder on a bid pursuant to Sections 187.03 and 187.05 shall not exceed \$50,000.00.
- B. Bid Discounts under Section 187A.02(a): Application of Bid Discount - A Contracting Department shall apply a Bid Discount of two percent (2%) to a bid received from a Local Producer (LPE); two percent (2%) to a bid received from a Local Food-Producer (LPE); and two percent (2%) to a bid received from a Local Sustainable Business (SUBE); provided that the maximum total Bid Discount applied under Section 187A.02 (a) shall not exceed four percent (4%). Bid Discounts applied under Section 187A.02 (a) shall be in addition to any Bid Discount applied under Sections 187.03 and 187.05. The maximum amount of any Bid Discounts applied under this Section 187A.02 (a) shall not exceed \$50,000.
- C. Maximum Cumulative Amount of All Bid Discounts: The maximum cumulative amount of all Bid Discounts that may be applied to the bid under Sections 187.03, 187.05, and 187A.02 shall not exceed \$75,000.00, or nine percent (9%), whichever is lower.
- D. Comparison Bid to Determine Lowest and Best Bidder: The City shall determine the Comparison Bid by totaling all applicable Bid Discounts under Sections 187.03, 187.05, and 187A.02. The City shall use the Comparison Bid in determining the lowest and best or lowest responsible bidder for the purpose of awarding the contract. If more than one CSB, MBE, FBE, LPE, SUBE or CSB, MBE, FBE LPE, SUBE joint venture prime contractor in the respective category submits a bid that is no more than five percent (5%) higher than the lowest actual bid that is not from a CSB, MBE, FBE, LPE, SUBE or from a CSB, MBE, FBE, LPE, SUBE joint venture, the contracting department shall recommend the CSB, MBE, FBE, LPE, SUBE, or CSB, MBE, FBE, LPE, SUBE joint venture submitting the lowest bid, after the inclusion of all applicable prime and subcontractor discounts, as the lowest and best or lowest responsible bidder.

The City shall use the Comparison Bid amount determined by applying the bid discounts described in Articles A-21A. and A-21B. above for evaluation purposes only; the City shall use the actual bid amount for the purposes of bid approval and contract award.

- E. City of Cleveland Certification required: For the purpose of determining a bidder's eligibility for bid discounts, the City shall only consider bidders with valid certificates issued by the City of Cleveland's Office of Equal Opportunity. The certifications must be active on the date and time of the deadline for bid submission. Expired certification holders and pending certifications cannot be

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considered for calculation of bid discounts. Certifications from other public or private entities cannot be considered.

A-22. GOOD FAITH PARTICIPATION - APPLICABLE TO BIDS FOR GOODS AND SERVICES PURCHASE CONTRACTS AND PUBLIC IMPROVEMENT CONTRACTS IN EXCESS OF FIFTY THOUSAND DOLLARS (\$50,000).

Bidders are required to actively participate and demonstrate good faith in attempting to meet all OEO goals for this procurement. A good faith effort to meet certified CSB, MBE, and/or FBE subcontractor participation goals as established in this contract is of the essence of the contract.

Good faith participation shall include:

1. Active cooperation in making and documenting a serious effort to gain and maintain participation from certified businesses at or above the specific goals set for this procurement;
2. Achieving or exceeding the CSB/MBE/FBE goals set for this particular procurement and/or documenting the practical steps taken by the bidder in attempting to comply;
3. Active attendance and participation in all pre bid meetings, Notice to Proceed meetings, and progress meetings during the contract;
4. Active compliance and cooperation with Project Monitors from OEO and/or the Department; and,
5. Timely and accurate submittals of all required forms, including, but not limited to, electronic monitoring forms, employment reports and certified payrolls if applicable.

The final determination of good faith effort shall be made by the Office of Equal Opportunity based upon each bidder's actions as documented in the required forms and as verified by OEO follow up.

A-23 CLEVELAND AREA BUSINESS CODE NOTICE TO BIDDERS & SCHEDULES - APPLICABLE TO BIDS FOR GOODS AND SERVICES PURCHASE CONTRACTS AND PUBLIC IMPROVEMENT CONTRACTS IN EXCESS OF FIFTY THOUSAND DOLLARS (\$50,000).

Sections 187 and 187A of the Codified Ordinances of the City of Cleveland Ohio, the Cleveland Area Business Code, in its entirety, whether reproduced in whole or in part within these documents, as well as the Cleveland Area Business Code Notice

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to Bidders & Schedules included in this bid document, shall become part of any contract awarded pursuant to this Invitation to Bid. Compliance with Section 187 and 187A is of the essence of the contract.

A-24 SUBCONTRACTING.

- A. Any and all proposed subcontractors, whether City certified or not, must be divulged and listed in the sealed bid. Include all proposed subcontractors on OEO Schedule 2. A Schedule 3 is also required for each proposed subcontractor that is CSB, MBE, FBE, LPE, or SUBE certified. However, a Schedule 3 is not required for proposed subcontractors who are not City-certified as a CSB, MBE, FBE, LPE, or SUBE.
- B. If OEO Schedule 2 is not included in the bid documents, you must submit a proposed subcontractor list on a separate, signed sheet of paper, listing the name, address, type of work or materials, and total subcontractor amount for each and every subcontractor that you propose to use on the contract.
- C. All proposed subcontractors listed in your bid must receive written Board of Control approval in advance. The subcontractors you propose in your sealed bid will be considered the subcontractors that you will use in the contract if awarded to you. See Article B-11 regarding the City's Sub-contractor Addition and Substitution Policy and Procedure. The City also reserves the right to approve an award but not approve a proposed subcontractor.
- D. The City maintains a list of Vendors Ineligible to Contract or Subcontract with the City at the City of Cleveland website: <http://www.city.cleveland.oh.us>. It is each bidder's responsibility to propose only eligible contractors. The City cannot approve a subcontractor whose name appears in this listing.

A-25 ISSUE 1- FUNDED PROJECT.

The City may process a public improvement project contract award concurrently with a grant award pertaining to the project but will not complete execution of the contract until funds for the contract are fully encumbered. Issue 1 grants are usually fully executed by 3rd week in July of each calendar year.

A-26 UNBALANCED BID.

The City may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the City even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

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A-27 PUBLIC IMPROVEMENT PROJECTS OVER \$500K

The successful bidder, and all of the bidder's contractors and subcontractors, shall comply with and adhere to the project labor agreement (PLA) for this project, which is attached as Exhibit B to these documents. As part of the bid submission, the bidder shall attach an executed copy of Exhibit C of the PLA, "Acknowledgment of Assent to the Project Labor Agreement." The City of Cleveland shall not enter into any contract with the successful bidder unless the contract contains a provision requiring the successful bidder and all of its contractors and subcontractors to comply with and adhere to the PLA. The bidder acknowledges this requirement by submitting this bid application with the executed Acknowledgment of Assent form."

END

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DS-1 PROJECT SCOPE

The Contractor shall perform only such work under this Contract as the Administrative Manager of the Division of Engineering & Construction, or the Manager's designee, orders by signed task order with, when necessary, one or more plan attachments.

The Division intends to utilize all unit items listed in this Contract on an "as needed" basis for existing and new construction ordered. Task orders may include, but are not limited to, reconstruction of existing infrastructure in the City's Right-of Way (Roadways, sidewalks, and related infrastructure), maintenance of existing infrastructure in the City's Right-of-Way (Resurfacing and pavement replacement), or new roadway construction. The Task Orders are City Wide and are for concrete and asphalt construction as per the work tasks issued for the contract.

The Contract is subject to having at least two (2) separate crews. The City reserves the right to require additional crews as needed to complete the work. A crew will consist of all equipment and manpower required to complete the work within the allocated time as determined by the City.

DS-2 MOBILIZATION AND MAINTENANANCE OF TRAFFIC (ITEM SPECIAL)

This work shall consist of Mobilization and Maintenance of Traffic for Task Orders assigned.

Mobilization cost shall be a 5% lump sum cost per the total overall cost of each task order. This cost is inclusive of all costs related to same, and no additional separate payment or compensation will be made towards mobilization in this contract.

Maintenance of Traffic cost shall be a 5% lump sum cost per the total overall cost of each task order. This cost is inclusive of all costs related to same, and no additional separate payment or compensation will be made towards the maintenance of traffic in this contract.

The unit item cost shall include work and all incidentals necessary to mobilize onsite and maintain vehicular and pedestrian traffic with the exception of advance parking notice signage, the MOT plan, and detour routes, which shall be provided by the Division of Traffic Engineering through the Engineer. Law enforcement officers shall be provided through the Cleveland Police Department unless otherwise indicated under a separate bid item. The contractor shall furnish and maintain all necessary safeguards as detailed in ODOT Item 614 Maintaining Traffic so as to avoid damage and/or injury to vehicles and persons using the roadway during construction.

Examples of incidentals for mobilization include, but are not limited to, fuel costs, hourly equipment costs, and all labor, operator, supervisor, or administration costs for same.

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Examples of incidentals for maintenance of traffic include, but are not limited to, traffic compacted surface (Type A or B), temporary asphalt concrete walk, temporary ramping of driveways and/or castings, work zone pavement markings and signage, plastic drums, Type III barricades, lighting, flaggers, and administrative costs for same.

Unless directed by the Engineer, safe and satisfactory access for abutting properties and adjacent streets shall be maintained AT ALL TIMES by the Contractor through the use of partial width construction. The contractor shall divert traffic from normal channels through the use of plastic drums, traffic signs, and pavement markings as per the task order MOT plan. All construction traffic control devices used shall conform to the Ohio Manual of Uniform Traffic Control Devices (OMUTCD) for streets and shall be furnished, erected, maintained, and removed by the Contractor with the exception of the advance parking notice signage.

All existing lanes shall be open to traffic between November 15 and March 15.

Two-way traffic shall be maintained at all times on the side streets adjacent to the roadway location listed in the task order and is incidental to the maintenance of traffic work.

The Contractor shall furnish and supply water for dust control as directed by the Construction Section Chief at no cost to the City.

The construction drums and signage which become damaged by traffic for reasons beyond the control of the contractor shall be replaced in kind at no cost to the City when ordered by the Construction Section Chief.

The acceptance and payment of the maintenance of traffic is subject to the Contractor setting a proper zone for the work as per the OMUTCD. At the acceptance of the task order completion, all maintenance of traffic items shall be removed at no cost to the City when ordered by the Construction Section Chief. In no case shall maintenance of traffic items be stored or remain in the right-of-way for more than thirty days.

DS-3 MAINTAINING PEDESTRIAN ACCESS

Pedestrian Access to all property owners, including residences and businesses, shall be made available at all times during construction. The contractor shall make available during the construction, steel plates, bridges, or other means approved by the engineer to bridge across open excavations to provide pedestrian access full time (24hr-7days a week) to abutting properties at locations determined by the Superintendent of Sidewalks. A minimum of 72 hours prior to starting the removal of any paved surface the contractor shall inform the residents by letter approved by the Superintendent of Sidewalks stating the extent of work, start of work date and a 24 hour phone number in which the contractor can be reached in case of emergency.

DS-4 COMPLETE IN PLACE ITEMS

Items labeled "COMPLETE IN PLACE" in their item description shall include all the work

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necessary to accomplish the job; the work may include but not restricted to the following : saw-cut, removal, disposal, minor excavation, sub-grade compaction, furnishing and providing required sub-grade, dowelling holes, dowels, reinforcement, all form and material to build the structure, providing or cutting joints, joint fillers, joint sealers, curing agents, surface treatments, all surrounding disturbed area restoration and other relevant work which is necessary but not being paid separately.

DS-5 CONSTRUCTION SCHEDULE

This specification replaces Part C-20 Contractor Schedule in the Supplemental Conditions:

For each task order, the Contractor shall provide, at a minimum, a completion date for the work. The Contractor shall also furnish weekly schedule updates during active construction seasons. Progress meetings will be scheduled weekly during the active constructions season.

If requested by the Construction Section Chief, the Contractor shall provide two (2) copies of the current construction schedule. This schedule must be provided within five (5) days of receipt of each task order. The failure to providing a schedule in the allocated time will be considered a delay in the completion of the work.

The schedule duration for most local street resurfacing is expected to be no more than three weeks after the beginning of milling operations. The schedule will also include the clean-up and restoration of the task order site work which will occur within fourteen (14) days after the completion of the task order work along with removal of all forms, pins, and any other items brought to the site by the Contractor.

An excusable delay in the completion of the task order work is defined in Part B-6 of the General Conditions. An extension of time to the task order schedule will be granted for reasons as stated in Part B-6 and as determined by the Construction Section Chief. No other compensation will be provided for delays in the completion of the work.

DS-6 Modification to D-6, (Elevations and Dimensions (Item 105, Special))

The City may, at its option, furnish the contractor elevations which are not sea level datum. If the City furnishes elevations referring to another datum, the elevations furnished shall include the location and elevation of the datum used.

DS-7 Modification to D-47 (Construction Layout stakes (Item 632))

The cost of performing the work described in D-11 should be included in the contract Items which require laying out or staking. Cost for Construction layout staking shall be considered incidental to other bid items and no separate compensation will be provided for this work.

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DS-8 Modification to D-20 (Linear Grading (Item 203))

Paragraph 3). Containing 4 lines is deleted and replaced with the following:

Linear grading shall be performed on all contiguous areas receiving either sod or seeding greater than 18” in width and all other high or low spots as directed by the inspector.

All liner measurements for this item shall be made along the street side of the sidewalk, excluding the space occupied by driveways. Each liner foot of linear grading shall include all areas; behind; and in front of the sidewalk, behind the curb, the full width of the tree lawn and the area alongside the driveway to the extent they are present.

DS-9 Modification to D-66 (Seeding and Mulching (Item 659)) and D-68 (Commercial Fertilizer (Item 659))

All of the costs to perform these Items of work shall be included in the unit price bid for “Seeding and Mulching.”

DS-10 ADA CURB RAMP (CR-1 THRU CR-11) COMPLETE IN PLACE WITH TILE, INCLUDING LAYOUT (ITEM 608)

The contractor shall remove existing ramp, sidewalk and curb and install the curb ramp type, as per the City Standard Construction Drawings on a per corner basis. Red Tinted Plastic Truncated Dome Tiles as manufactured by ADA Solutions Inc. shall be used (see Curb Ramp Special Provisions). Curb ramp type as specified or modified shall include the cost for layout, installation of 8-inch walk within the ramp and landing areas, curb, tile, and sawcutting, as specified elsewhere in the plans/specifications/City of Cleveland Standard Curb Ramp Details. All work including Item 608- 4” Concrete Walk (which includes sidewalk in transition/adjacent areas) and sidewalk removal under ODOT Item 202 – Walk Removed shall be included in the lump sum cost per specified item. The lump sum cost shall also include cost for excavation and restoration.

DS-11 Grinding of Concrete Curb (Item Special)

This item shall be used to remove up to the top 1” of the existing concrete curb in order to facilitate the installation of an ADA complaint curb ramp, or grind the curb in front of an existing curb ramp which does not meet ADA curb ramp lip requirements in areas where the existing curb is not being removed and replaced.

The work shall include grinding an existing concrete curb varying in length between 4 feet

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to 7 feet using a suitable powered grinding machine which shall be capable of producing a smooth and straight surface either parallel to pavement gutter slope or at an angle to the top of the curb. The finished ground surface shall be in the shape of the curb ramp as per detail the Curb Ramp Standard Drawings with a nominal 4 feet wide base up to a one foot flare section on each side. After grinding no sharp edges shall remain and the lip on the front face (pavement side) of the curb shall be 0 (zero) inches. After the grinding the slope of the curb shall meet ADA slope requirement.

The length of each grinding shall be marked in the field by the engineer. The marked length of each grinding shall be used as a payment length for grinding at each location.

The grinding shall be performed at various locations as directed by the engineer, and shall include all incidental work items required to perform this work.

The contractor is advised that this grinding will be coordinated with the City of Cleveland street resurfacing and sidewalk reconstruction program, which usually proceed on a street by street basis.

DS-12 Horizontal Saw Cutting of Concrete Curb (Item Special)

This item shall be used to remove the top 1" to 7" of the existing concrete curb in order to facilitate the installation of an ADA compliant curb ramp in areas where the existing curb is not being removed and replaced.

The work shall include horizontal saw cutting existing curbs varying in length between 7 feet to 18 feet using a suitable concrete power saw which shall be capable of producing a smooth and straight saw cut either parallel to pavement gutter slope or at an angle to the top of the curb. The saw cut shall be in the shape of the curb ramp as per detail in the Curb Ramp Standard Drawings with a nominal 4 feet wide base and 1'-6" to 7 foot flare sections, if required. After parallel saw cutting and beveled grinding to remove any sharp edges, the lip on the front face (pavement side) of the curb shall be 0 (zero) inches. After the saw cutting and beveled grinding to remove sharp edges, the slope of the angled cut in the curb shall meet ADA slope requirement.

The length of each parallel and each angled saw cut shall be marked in the field by the engineer. The marked length of each parallel and each angled saw cut shall be added together to determine the payment length of horizontal saw cut at each location.

The cost of bevel grinding shall be included in the bid unit price per linear foot of horizontal saw cut. The horizontal saw cut shall be performed at various locations as directed by the engineer, and shall include all incidental work items required to perform this work.

The contractor is advised that this saw cutting will be coordinated with the City of Cleveland street resurfacing and sidewalk reconstruction program, which usually proceed on a street by street basis.

DS-13 BRICK PAVER (COMPLETE IN PLACE) OR BRICK PAVER PAVEMENT RESTORATION

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This work shall consist of furnishing and placing salvaged brick pavers and/or cleaning and resetting existing brick pavers on a 1" sand setting bed on an existing or new base in reasonably close conformity with the lines, grades and typical sections shown on the plan or established by the Construction Chief.

QUALITY ASSURANCE:

All contractors or subcontractors performing work under this Section shall be qualified to do such work and hold the appropriate registration, license or other permits as required by State or Local law.

Salvaged clean brick pavers of same size and composition matching the existing pavement shall be used when additional brick pavers are needed for brick pavement restoration. Store and handle materials in a manner to prevent damage or contamination by water or foreign matter.

BRICK WALKWAYS (PAVERS ON 1" SAND SETTING BED):

Brick walkways shall be constructed to the lines, grades and details shown on the drawings. Pattern shall be bond pattern as shown on the details. Mix and blend pavers as they come from several cartons to insure a random distribution of shades throughout the installation.

Portland cement concrete base, when required, shall be constructed of concrete conforming to detail specifications. Construction of Portland cement concrete base shall conform to the applicable requirements of ODOT Specifications Item 452 or Item 608, except as modified herein, and shall be paid as 9" Plain Concrete or 4" sidewalk.

Brick sizes shall be 4 x 8 x 2-1/4" thick or 4 x 8 x 3" or 3 1/8" thick as required. Pavers to have beveled edges, rounded corners and integral spacer nubs. Brick samples shall be submitted for approval prior to installation. Brick pavers with chips, cracks, stains, or other defects which might be visible in the finished work shall not be used.

Brick pavers shall be set true to the required lines and grades in the pattern detailed on the drawings. Brick pavers shall be neatly cut and fitted at all perimeters and closures, to fit neatly and closely with joints uniform in thickness. Pavers shall be cut with a water-cooled, cut-off wheel masonry saw using a diamond blade.

Joint between pavers shall be hand tight relative to spacer nubs on pavers. Joint filler shall be swept dry into the joints between pavers until the joints are completely filled. Surface shall be swept clean. Swept surface shall then be thoroughly dampened with a low-volume fine spray of water.

After completion of brick paving, surfaces shall be carefully cleaned, removing all dirt, excess joint filler, sealant, and stains. Newly laid pavers shall be protected at all times by sheets of plywood on which the pavers' installer stands. The plywood can be advanced at

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work progresses. However, the plywood protection must be kept in areas which will be subjected to continued movement of construction materials and equipment. These precautions shall be taken in order to avoid depressions and protect and maintain paver alignment. Abutting surfaces of dissimilar materials shall be fully protected from damage or staining from all operations under this work.

Payment for brick walkways will be made on a unit price basis per square yard including sand setting bed, brick pavers, expansion joints and all other incidental work required to construct the brick walkways complete. Also included with this item will be 1 1/2" weep holes at 48" on center and a two (2') foot strip of filter fabric 709.12 Type D as per detail.

DS-14 GRANITE CURB RESET (ITEM 609)

The contractor shall reset the existing granite curb salvaged onsite as per the City Standard Construction Drawings and this Detailed Specification. The construction of this item is "complete in place" and includes all labor, materials, and equipment necessary for the complete construction of the item. This work shall include, but is not limited to, all excavations, embankment, removal of obstructions, installations of materials, bedding and back filling and all other work pertaining to the construction of this item.

The payment for this contract price bid shall also include all of, but not be limited to, the following work:

1. Excavation and disposal of the excavated material to the width and depth required to install the curb.
2. Furnishing and installation of the concrete bid as per City standards. The bedding shall be continuous, 10 inches in width and 6 inches in depth.
3. Prior to placing the granite curb, a string line shall be installed true to the vertical and horizontal alignment of the proposed curb. The curb shall then be placed, ensuring the granite curb is set true to line and grade. If necessary, trim the granite curb prior to resetting. If the condition of the end faces preclude making a neat butt joint (when the blocks are placed the maximum gap between the blocks should be less than or equal to 1/8 inch), then the end face(s) of the granite curb blocks should be sawn prior to the placement of the blocks.

DS-15 GRANITE CURB INSTALLATION (ITEM 609)

The contractor shall furnish and install granite curb as per the "Standard Details Showing Granite Curbing" as per the City Standard Construction Drawings. The construction of this item is "complete in place" and includes all labor, materials, and equipment necessary for the complete construction of the item. This work shall include, but is not limited to, all excavations, embankment, removal of obstructions, installations of materials, bedding and

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back filling and all other work pertaining to the construction of this item.

The contractor shall submit supplier shop drawings for this item and receive acceptance from the Engineer in writing prior to ordering material. Granite material installed which has not been approved by the Engineer shall be replaced with approved materials at the contractor's cost.

Payment will be made at the contract price bid for:

ITEM	UNIT	DESCRIPTION
609	Foot	6" Granite Curb
609	Foot	8" Granite Curb

DS-16 CONCRETE PAVEMENT (ODOT ITEMS 305, 451, & 452)

DESCRIPTION - This item replaces specification D-23. This item shall conform to ODOT Items 305,451, & 452 with the following exceptions:

GENERAL - The Contractor under this section of the specifications shall construct a concrete pavement, sidewalk, driveway aprons, curb, curb and gutter sections, handicap ramps, and integral radius curb and walk on prepared base. This includes the restoration of all adjacent surfaces which are disturbed by this construction and not scheduled to be restored under a separate item of payment.

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MATERIALS - The concrete used shall be the concrete design mix as per DS-17, as appropriate, of these specifications unless otherwise authorized in the detailed specifications by the Division of Engineering and Construction. The cement, water, aggregate, preformed filler, joint sealer, curing materials, reinforcing steel, dowel bars and basket assemblies, and all other materials necessary to construct the concrete shall be included in the bid unit price.

GRADING AND EXCAVATION

1. Grading: Grading shall include all excavation, fill, and embankment required to permit the construction of the proposed pavement, sidewalk, driveway aprons, and curb to the designated lines and grades.
2. Excavation: Except as otherwise ordered, excavation at the elevation of the finished grade of the construction shall extend one (1) foot beyond each edge and then on a slope of one (1) vertical to one and one-half (1-1/2) horizontal and shall be paid for as excavation at the price per cubic yard for such work as it appears on the price sheet of the contract.
3. The Contractor shall use extreme care in the removal of pavement, sidewalk, driveway aprons, and curb, to ensure that no adjacent slabs beyond those marked for removal by the City Inspector will be disturbed, removed or damaged. If damaged, either in whole or in part, other than that which is marked for removal by the City Inspector, the Contractor shall remove and replace said damaged slabs without cost to the City.

FILL OR EMBANKMENT

Fill or embankment shall be ODOT Item 203-Embankment as per plan notes and meet the following requirements:

1. It shall be substantially free from vegetable or organic matter and shall contain not more than ten (10) percent of loam or clay.
2. It shall weight not less than ninety (90) pounds per cubic foot, dry compacted weight.
3. The upper six (6) inches of embankment outside of the edge of the sidewalk, driveway apron or curb shall be topsoil or excavated material approved by the engineer (No sand).
4. Fill shall extend at least one and one-half (1-1/2) feet beyond each side of the construction unless otherwise ordered or permitted. Side slopes shall be trimmed to a slop of one (1) vertical to one and one-half (1- 1/2) horizontal, except as otherwise ordered by the City.
5. The fill material shall be thoroughly compacted by tamping or rolling, or both, so as to produce a solid dense sub-grade.

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DELIVERABLES

All concrete delivered shall be subjected to any or all tests described in the project specifications. All concrete failing any of these tests shall be removed and replaced as many times as necessary, until it passes all required tests. The removal and replacement shall be at no cost to the City.

1. Rejected Trucks and Loads - Any truck and its load of concrete rejected for failure to meet all the requirements of herein as stated above shall also be banned from all construction sites covered by this section of the specifications.
2. All of the various types of pavement, sidewalk, driveway aprons, curb or any combination thereof shall be constructed as per these specifications, plans, and the details as shown on the respective Standard Construction Drawings except as otherwise directed by the Construction Section Chief.
3. The thickness of the pavement, shall be increased as indicated on the plans or as directed by the Engineer.
4. It shall be the Contractor's responsibility to raise all municipally owned utility castings to finished grade of new work. Adjusting these castings to new grade shall constitute a separate item of work and payment.
5. Non-municipally owned castings are the responsibility of their respective owners to adjust to the proper grade, but coordinating the work is the responsibility of the Contractor. Adjusting these castings to the new grade shall not be paid for under this contract.

PLACING CONCRETE

1. No concrete shall be poured until the inspector has approved the preparation of the foundation bed.
2. If any concrete is poured without the observation by the inspector or without the prior approval of the foundation bed, the concrete poured shall not be accepted and may be removed/replaced at no cost to the City.
3. No concrete showing segregation or clumps of material shall be deposited in the work.
4. Immediately prior to the finishing of the surface, the concrete shall be cut into slabs not longer than six feet (6') on any one side for walks and driveways. Pavements shall be cut as per plan details and Standard

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Construction Drawings. The joints shall be formed by a cutting tool or some other means satisfactory to the City and shall not be less than one-quarter (1/4) of the depth of the slab. All edges shall be rounded, with an approved edging tool, to a radius of one-quarter inch (1/4").

SURFACE FINISH

The finishing of the concrete shall immediately follow the placing and compacting of the concrete. Unless otherwise ordered, a broom finish shall be required. Rubbing with floats or other acceptable method shall be done only at the direction of the Engineer. All concrete slabs shall be edged around the entire perimeter unless otherwise directed by the Engineer. The surface shall be free from depressions and inequalities.

The application of dry cement or a finishing agent is prohibited.

EXPANSION JOINTS

1. Prepared strips of approved QPL preformed expansion joint material meeting the requirements of 705.03 of the ODOT Construction and Material Specifications shall be one-half inch (1/2") in thickness and of sufficient width to extend the entire depth of the concrete. They shall be placed in such a manner that the joint will be filled to within one-half inch (1/2") of the finished surface of the walk. Joints shall be constructed at intervals no greater than fifty feet (50') in all sidewalks, driveway aprons, curb and gutter section, cast-in-place curb and integral curb and walk unless otherwise ordered. Pavement expansion joints shall be placed as per plan details.
2. Preformed expansion joint filler shall be one-half inch (1/2") in thickness and meet the requirements of the ODOT CMS 705.03, the producer shall be included on the ODOT QPL list. Construct expansion joints according to the standard construction drawings. All joints shall be sealed according to ODOT 451.16.
3. Joints shall be placed where the walk abuts curbing or other lateral walks and along the building line where the walk is placed full width from the curb to the building or other structures or as otherwise directed by the Inspector in the field. The edges of all joints so placed shall be rounded as herein before specified. The cost for expansion joints shall be included in the unit price bid for the respective items of work.
4. Where new concrete curb or the curb portion of integral concrete radius curb and walk abuts existing pavement, a three-quarter inch (3/4") thick preformed expansion strip as called for in 705.03 of the ODOT Construction and Material Specifications shall be placed to separate the

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pavement and curb. The upper one-half inch (1/2") of the joint shall be hot sealed as per 705.04 of the ODOT Construction and Material Specifications.

CONTRACTION JOINTS

All concrete for ADA ramps, sidewalks, and driveways shall have retraced picture frame tooled edge joints.

ODOT Item 305 – Portland Cement Concrete Base shall meet all requirements for Item 452 – Non-Reinforced Portland Cement Concrete Pavement. All jointing and transfer devices are to be installed. The concrete shall have a broom finish.

HOT AND COLD WEATHER WORK

Hot and cold weather protection (Blankets, heaters, ice, etc.) shall be included in the unit bid price.

MEASUREMENT & PAYMENT

The quantity as provided shall be paid for at the applicable contract price per unit of measurement, which price and payment shall be full compensation for all materials, labor, equipment, tools, power, transport, delivery, disposal, and any incidentals necessary to complete the work required by this section of the specifications.

DS-17 CONCRETE DESIGN MIX

GENERAL - This supplement entirely supersedes D-24 "CONCRETE DESIGN MIX">

Any and all references to D-24, "Cleveland 650", or other cast in place concrete shall direct to this specification.

DESCRIPTION - This item replaces specification D-24. This work shall include furnishing and installing cast in place concrete pavements, curbs, walks, ramps, foundations, structures, walls, etc., and any other appurtenances needed to complete the work per ODOT C&MS Item 499 Concrete – General, other relevant sections of the ODOT C&MS, and as shown in the plans and herein specified.

SUBMITTALS - The contractor shall submit all current, ODOT approved, Job Mix Formulas (JMFs) proposed for the work for review and approval. Submittal of each JMF shall include the ODOT approval documentation. The contractor shall provide batch plant tickets per ODOT C&MS 499.07 and the ODOT Construction Administration Manual of Procedures (MOP).

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MATERIALS - All applicable cast-in-place concrete work items specified herein shall be bid and supplied using materials and the concrete mix design specified in this section and per ODOT C&MS 499.

Concrete mix designs shall be as specified for the individual items, and shall be as per Ohio DOT Class QC according to the following:

1. Pavement shall be Class QC1 or Class QC1P
2. Medium-Fast Set shall be Class MS
3. Fast Set shall be Class FS
4. Substructure shall be Class QC1
5. Superstructure shall be Class QC2
6. Mass Concrete shall be Class QC4
7. Drilled Shaft shall be Class QC5

JMFs proposed by the contractor shall be as appropriate for the classes above per the ODOT C&MS. Only approved JMFs shall be used where designated.

EXECUTION - The contractor shall furnish and prepare concrete ready for placing in accordance with ODOT C&MS 499 and the ODOT MOP.

Cast in place concrete shall be placed and cured on or in properly prepared bases, forms, etc. per the relevant sections of the ODOT C&MS and MOP.

LIMITATIONS

For work items other than structural items (500 series), the following limitations apply without exception:

1. Admixtures containing chlorides shall not be used except for Type C accelerating admixtures or calcium chloride for QC-FS only. Chloride containing concrete, other than QC-FS, shall be grounds for rejection and replacement by the Contractor at no cost to the City.
2. Class MS or Class FS concrete shall not be substituted for standard concrete without prior written approval of the City Engineer and clear location demarcation submitted prior to placing such concrete. Substitution without written approval shall be cause for rejection and replacement by the Contractor at no cost to the City.

For structural work items (500 series), the following limitations apply without exception:

1. Admixtures containing chlorides shall not be used.
2. Class MS or Class FS concrete shall not be used.

HOT AND COLD WEATHER WORK

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Hot and cold weather protection (Blankets, heaters, ice, etc.) shall be included in the unit bid price.

MEASUREMENT AND PAYMENT- Payment for accepted quantities of the work described herein, complete in place, shall be made at the contract unit price bid for these items. This shall include all tools, labor, materials, equipment, power, transport, delivery, and disposal necessary to complete this item of work as described, and to the satisfaction of the Engineer.

**DS-18 SURCHARGE FOR WINTER CONCRETE WORK
(ITEM SPECIAL)**

It may be necessary to perform concrete work in weather less than 35 degrees and if nighttime or daytime temperatures are expected to be less than 35 degrees. In that situation, the City will compensate the Contractor to; thaw and protect the subgrade/subbase, provide cold weather protection for new concrete, and any other work deemed necessary to comply with the requirements of pouring in cold weather.

Contractor will be required to submit a comprehensive cold weather protection plan to the City for review. Cost for providing all the above work including covering and protecting of subgrade, aggregate base, and concrete with blankets shall be included in the square yard price for this item.

DS-19 STREET TREE WARRANTY

Provisions of the Contract, including General and Supplementary General Conditions and General Requirements, apply to the Work specified in this Section.

A two (2) year warranty shall be provided on all trees planted. During the warranty period, the contractor shall provide and fill watering bags to promote establishment and growth. All costs to ensure the warranty period are incidental to the work and no additional compensation will be granted to the contractor for this work.

Warranty trees for a period of one year after date of substantial completion, against defects including death of unsatisfactory growth, except for defects resulting from neglect by Owner, abuse or damage by others, or unusual phenomena or incidents which are beyond the City Forester's control.

Remove and replace trees, shrubs, or other plants found to be dead or in unhealthy condition during warranty period.

**DS-20 ITEM 630 – RECTANGULAR RAPID FLASHING BEACON (RRFB) SIGN
ASSEMBLY, COMPLETE IN PLACE**

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DESCRIPTION - This work shall consist of furnishing and installing a Rectangular Rapid Flashing Beacon 2-way pushbutton activated sign assembly and pedestal pole and base, complete in place. The assembly shall be powered by a solar-powered battery and shall use wireless activation by pedestrian activated pushbutton. The RRFB shall be in conformance with all applicable MUTCD standards and guidelines, and shall exceed the minimal requirements specified in FHWA Memorandum IA-11, Interim Approval for Optional Use of RRFB and subsequent amendments.

MATERIALS – The contractor shall provide the following unless otherwise instructed in writing by the engineer:

1. Pole mount cabinet and controller with back panel and associated wiring
2. 50-watt solar panel assembly for 4-1/2” pedestal pole with rotatable mount
3. 40-ampere hour, 12VDC AGM battery
4. Countdown timer
5. Spread spectrum wireless radio operating on a 900 MHZ frequency
6. Federal yellow 5 RRFB wrap around light bar for 4-1/2” pedestal pole with 5 RRFB lights with each RRFB indication lens to be a minimal size of approximately 5” wide by 2” high
7. 14 foot high 4-1/2” OD aluminum pedestal pole, breakaway base, support collar, sign mounting hardware
8. Pedestrian pushbuttons with signs that include the legend “Push Button to Turn on Warning Lights” mounted adjacent or integral with each pushbutton

All sign assemblies shall use anti-vandal fasteners to mount components to sign and sign to fixture.

The pedestal pole and base shall be field adjusted to maintain the proper sign mounting heights. Pole and base manufacturer shall be listed on ODOT’s Qualified Products List. The pedestal pole and base shall be painted as per Traffic Engineering’s requirements.

The RRFB shall be manufactured by Electrotechnics Corporation or approved equal. Shop drawing certification shall be furnished and approved by the Engineer prior to purchasing RRFB. The Engineer may require additional certifications as directed by the Division of Traffic Engineering for approved equal RRFB.

CONSTRUCTION DETAILS - The exact field location for RRFB’s to be provided by the Division of Traffic Engineering and/or MOCAP. The Contractor shall install as per manufactures requirements and the City of Cleveland specifications.

The RRFB’s unit indications shall be set to flash in an alternating “Wig-Wag” flashing sequence (Left light on and then right light on). All RRFB light indications shall be wirelessly synchronized (All lights will turn on within 120 msec and remain synchronized throughout the duration of the flashing cycle). Each of the RRFB’s indications shall flash 70

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to 80 flashes per minute.

The RRFB unit shall also have low current/high output capabilities, including automatic dimming, for day and night visibility.

METHOD OF MEASUREMENT - The City will measure the item complete in place, including all materials, testing, labor, and software for a fully functional unit.

BASIS OF PAYMENT - The RRFB will be paid for at the contract unit price per each for Item 630-Rectangular Rapid Flashing Beacon (RRFB) Sign Assembly, Complete in Place, as per plan. Mobilization and Maintenance of Traffic shall be considered a separate cost to the installation of the item as per DS-26.

DS-21 INSTALLATION OF SIGNAL POLE OR STRAIN POLE

DESCRIPTION - This work shall consist of installing signal poles and strain poles as shown on the plans and at locations designated by the Engineer.

MATERIALS – The signal and strain pole materials will be provided by the City of Cleveland’s Division of Traffic Engineering at their shop. Delivery to the site will be performed by the Contractor.

EQUIPMENT - The Contractor shall provide equipment for installing traffic signal poles as detailed in ODOT SCD TC-81.21 and strain poles as detailed in ODOT SCD TC-81.10.

METHOD OF MEASUREMENT - The accepted traffic signal or strain poles placed in accordance with these specifications and as directed will be measured for the cost of labor and equipment on a per each basis. Materials required but not provided by the Division of Traffic Engineering will be accounted for by Force Account.

BASIS OF PAYMENT - The accepted quantities for this item will be paid for at the contract unit price on a per each basis, which price and payment shall be full compensation for furnishing all labor, tools, and equipment for doing all the work involved in completing this item. Material costs not furnished by the Division of Traffic Engineering shall be paid through the Force Account. The City Traffic Engineer or his designated representative will confirm quality of work prior to release of payment of this work item.

ITEM	UNIT	DESCRIPTION
630	Each	Installation of Signal Pole or Strain Pole

DS-22 FOG SEAL

DESCRIPTION - This work consists of the application of an emulsified asphalt-based fog

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seal to a newly constructed or previously constructed chip seal surface.

MATERIALS – Choose from the fog seal approved product list maintained on the Office of Materials Management’s (OMM) webpage. Fog seal must be on the approved list at time of placement and meet requirements on file at OMM. Provide certified test data for the supplied fog seal to the Engineer. Do not dilute after the material has been shipped from the supplier.

Ensure fog seal does not contain filler such as clay. Ensure fog seal is not frozen at any time. Prior to placement, provide a copy of supplier application instructions to the Engineer.

Apply approved fog seal as required below and in accordance with supplier application instructions.

EQUIPMENT - Provide fog seal distribution equipment that meets the requirements of ODOT CMS 422.03. Operate equipment per the distributor manufacturers’ instructions for distributor settings, including but not limited to the spray bar nozzles, angles, heights, and settings. Control temperature of the emulsion in accordance with supplier’s requirements. Ensure equipment is free of all old emulsion. Thoroughly clean distribution equipment if chemical incompatibility exists between the product chosen and any emulsion residue left in the distributor.

SURFACE PREPARTION - Clean the pavement in accordance with ODOT CMS 407.05. Cover the prismatic retro reflectors in any existing raised pavement markers with a suitable material or use another approved method to ensure they remain clean and effective after the work is completed. Weather limitations shall follow the requirements of ODOT CMS 422.04.

BASIS OF PAYMENT - The accepted quantities for this item will be paid for at the contract unit price on a per gallon basis, which price and payment shall be full compensation for furnishing all labor, tools, and equipment for doing all the work involved in completing this item.

ITEM	UNIT	DESCRIPTION
Special	Gallon	Fog Seal, as per DS-19

DS-23 ASPHALT PAVEMENT (ODOT ITEMS 301, 302, 440, 441 & 442)

DESCRIPTION - This item replaces specification D-24. This work consists of constructing an base course, leveling course, intermediate course, and surface course of aggregate and asphalt binder, mixed in a central plant, spread and compacted on a prepared surface.

MATERIALS - An ODOT certified and approved Job Mix Formula (JMF) shall be submitted for review and approval by the City.

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Recycled material shall be limited to the values listed in Table 440.05-1 Method 1 – Standard RAP/RAS Limits in the ODOT CMS unless otherwise specified in the contract.

CONSTRUCTION - The requirements of ODOT Item 301, 302, and 401 apply to the placement of asphalt pavements unless otherwise specified in the contract.

MEASUREMENT & PAYMENT - Acceptance criteria and payment for the asphalt intermediate and surface courses are specified in the contract and will be per ODOT Items 446, 447, 448, and 449.

DS-24 INSERTS

The following inserts have been provided for the use and information of the contractor:

1. City of Cleveland Standard Construction Drawings
2. Monument Box and Assemblies
3. BP- 7.1
4. Castings
5. Partial Depth Pavement Repair Detail
6. Conc 1 Detail
7. Intersection Speed Table-City of Columbus STD DWG 2337
8. RubberForm Speed Table

DS-25 TREE PRUNING (ITEM SPECIAL)

DESCRIPTION - Tree pruning under this Contract shall be subject to the direction of the PA(s).

STANDARDS - All pruning shall be performed in accordance with ANSI A300 (Part 1) and current ISA Best Management Practices, by the Contractor or subcontractor approved by the PA(s).

All trees, which require corrective pruning and maintenance due to root and trunk damage, as determined by the PA(s) and reported to Urban Forestry within 48 hours of the occurrence, shall have such corrective pruning and maintenance performed within fifteen calendar days of said damage.

LIMITATIONS - The contractor must obtain a permit from the Division of Urban Forestry for any tree pruning activities, prior to any work being performed and at least one week in advance of starting construction.

EXECUTION - When pruning within City right of ways, all pruned material and all other debris shall be removed from the site within twenty-four hours and disposed of properly.

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Branches shall be removed to a height sufficient to permit free passage of both pedestrian and vehicular traffic. In lifting the bottom branches of trees to provide clearance and care should be given to overall appearance.

MEASUREMENT AND PAYMENT- Payment for accepted quantities of the work described herein, complete in place, is incidental to the project. This shall include all tools, labor, materials, equipment, power, transport, delivery, and disposal necessary to complete this item of work as described, and to the satisfaction of the Division of Urban Forestry.

DS-26 TREE REMOVAL (ITEM SPECIAL)

DESCRIPTION - Tree removal shall be done only under the direction of the Cities PA(s).

LIMITATIONS- The contractor must obtain a permit from the Division of Urban Forestry for any tree removal and replacement activities, prior to any work being performed and at least one week in advance of starting construction.

STANDARDS - The contractor or subcontractor performing the tree removal operation must have an ISA Certified Arborist on staff and follow industry best management practices as published by ANSI.

Existing stumps partially or completely inside the area of excavation for sidewalks, handicap ramps, driveways, or curbs shall be completely removed as part of tree removal to meet the excavation requirements. No additional payment shall be made for removing these stumps.

DEFINITIONS

1. Diameter breast height (DBH) - the diameter of a tree trunk measured at 4.5 from the ground. Refer to the latest edition of "guide for plant appraisal" when tree form or site conditions are not standard.

SCHEDULE OF SIZES - Bid prices shall be based on DBH.

Tree diameter (trunk size)

Class A: 1" - 12"

Class B: 12+'' – 18''

Class C: 18+'' – 24''

Class D: 24+'' – 30''

Class E: 30+'' – 36''

Class F: 36+''

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REPLACEMENT OF STREET TREES – For each street tree removed, the Contractor shall remit a flat fee of \$1,000 per tree to the City’s Tree Preservation Fund. The check should be delivered to the Commissioner of Urban Forestry at 601 Lakeside Ave. Room 8 Cleveland Ohio 44114. The fee represents the City’s estimated cost of replacement planting and post-planting establishment maintenance.

MEASUREMENT & PAYMENT: Payment for accepted quantities of the work described herein, complete in place, shall be made at the contract unit price for this item. This shall include all tools, labor, materials, equipment, power, transport delivery, and disposal necessary to complete this item of work as described, and to the satisfaction of the City.

DS-27 SOIL EXCAVATION (ITEM SPECIAL)

DESCRIPTION: Disruption of soil and roots should be kept to a minimum whenever possible. Upon removal of the old pavement, the PA(s) is advised to inspect and probe for additional roots. Before excavating soil, the PA(s) must decide on which type of excavation in the schedule should be used.

DEFINITIONS:

- Diameter breast height (DBH) - the diameter of a tree trunk measured at 4.5 from the ground. Refer to the latest edition of “guide for plant appraisal” when tree form or site conditions are not standard.
- Structural root zone (SRZ) –is the area essential for tree stability. SRZ is generally a radius of 5x DBH, measured from base of the trunk.

LIMITATIONS: All root exposure within the SRZ shall be performed using pneumatic soil excavation (Air Spade / Air Knife) operated by or under the supervision of the PA(s). The use of hand tools or mechanical excavation is prohibited within the SRZ unless explicitly approved by the PA(s).

SCHEDULE: Bid prices shall be submitted for the following excavation methods, which may be required when working in proximity to trees as determined by the PA(s):

- **Pneumatic Excavation:** Non-invasive excavation using compressed air (air spade/air knife) to expose roots while minimizing damage.
- **Manual Excavation:** Excavation performed using hand tools only, including shovels, trowels, and mattocks.
- **Mechanical Excavation:** Excavation performed using powered or heavy equipment.

MEASUREMENT & PAYMENT: Payment for accepted quantities of the work described herein, complete in place, shall be made at the contract unit price for this item. This shall include all tools, labor, materials, equipment, power, transport delivery, and disposal necessary to complete this item of work as described, and to the satisfaction of the City.

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DS-27 ROOT PRUNING (ITEM SPECIAL)

DESCRIPTION: Roots under sidewalk areas should be removed to the minimum extent to accommodate for compliant walk installation. The PA(s) must advise the sidewalk repair contractor of proper root pruning techniques prior to or at the start of construction.

LIMITATIONS: Root pruning is prohibited when the City determines construction alternatives exist that make root pruning unnecessary. Some of these alternatives include re-alignment or narrowing of the sidewalk blocks around the trees to eliminate the need to prune or cut major roots.

Roots may not be torn off or removed using power equipment such as backhoes, skidsteer loaders, or front-end loaders.

If root pruning must be performed within the structural root zone on private trees to accommodate for compliant walk installation the City PA(s) will notify the property owner in writing and Urban Forestry Division.

SPECIFICATIONS:

- The contractor or subcontractor performing the root pruning operation must follow best management practices as outlined by ISA “Root Management, Second Edition.
- Roots are to be removed or ground only to a depth of 6.5” below the top of the finished walk.
- All roots should be removed by severing them cleanly with a sharp axe, power saw or by pruning them off using a root pruning machine.
- The subgrade material under the sidewalk should have acceptable pore space to allow for root aeration.
- Curb construction should be performed using a slip form paving machine that has zero clearance and requires minimal excavation. Installing curb drain under the curb instead of next to it should also be a construction requirement. See City of Cleveland Standard Drawing CD-1 Sheet 1/3 for underdrain detail.
- Roots anticipated to be exposed for over 5 days should be kept moist by placing a blanket to cover the exposed surface.

EXECUTION: The root pruning machine must be operated by a qualified tree worker or an equipment operator experienced in root cutting for sidewalk repair, but only after adequate instruction by the PA(s). A qualified tree worker is a person who has 3+ years of

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experience working with trees; understands tree biology and physiology; and has experience performing root pruning.

Root pruning performed with the use of hand tools may be done by non-arboriculture employees of the sidewalk repair contractor only after briefing and instruction by the PA(s). Clean up shall be completed within two hours after debris has been ground out around each site where root pruning operations are taking place. The work site shall be left in a manner that is equal or cleaner than pre-work conditions. It shall be the responsibility of the contractor to remove and dispose of any wood debris (Chips, roots, limbs, etc.) in a proper and acceptable manner.

REFERENCES: All equipment to be used and all work to be performed must be in full compliance with the most current version of the American National Standards Institute (ANSI) Standard Z-133 Safety Standards and ANSI A300 Part 8. OSHA and ANSI Standards are made part of this contract by this reference.

MEASUREMENT & PAYMENT: Payment for accepted quantities of the work described herein, complete in place, shall be made at the contract unit price for this item. This shall include all tools, labor, materials, equipment, power, transport delivery, and disposal necessary to complete this item of work as described, and to the satisfaction of the City.

DS-28 TREE PRESERVATION AND PROTECTION

DESCRIPTION: The City of Cleveland Codified Ordinances Sections 509.14 & 341.052 govern the protection of trees during construction. Violations of the specifications, references, limitations, and qualifications outlined in this contract which result in failure to properly preserve, maintain, and protect public trees may be subject to fines. Tool sanitizing – Tools and equipment used in root pruning shall be sanitized prior to the start of root pruning operations. Specifically, when pruning Oak and Elm, tools are to be sanitized before and after. Items such as alcohol sprays and Lysol are good for field use to reduce pathogen transmission.

DEFINITIONS –

Critical Root Zone (CRZ) – an area equal to a 1-foot radius from the base of the tree's trunk for each 1 inch of the tree's diameter at 4.5 feet above grade (referred to as diameter at breast height).

Tree Protection Zone (TPZ) is a restricted area around the base of the tree.

Within a TPZ there shall be:

- No altering of grade by adding fill, excavating, trenching, scraping, dumping or disturbance of any kind.
- No storage of construction materials, equipment, soil, construction waste or debris.
- No disposal of any liquids e.g. concrete sludge, gas, oil, paint.
- No movement of vehicles, equipment or pedestrians.
- No parking of vehicles or machinery.

SPECIFICATIONS: The PA(s) shall be responsible for identifying and enforcing Tree

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Protection Zones (TPZ).

At the recommendation of the PA(s) the following additional measures will be implemented to protect trees which may be affected by construction activities.

Fencing - shall be installed at the recommendation of the PA(s) around the perimeter of the TPZ. Fencing shall be sturdy and highly visible to discourage entrance and disturbance of the area within the TPZ. The fencing shall be 4 to 6 feet tall or higher and solidly anchored into the ground. Plywood hoarding may be required by the PA.

Trunk Protection - shall be installed at the recommendation of the PA(s) to avoid mechanical damage. This may include 2X4 wood planks installed around the trunk on a closed cell foam pad or atop a triple layer of burlap wrap. No fasteners shall be driven into the tree.

Matting – Ground protection mats for heavy equipment in TPZ, are to be used at the discretion of PA, to protect from root damage and soil compaction. Type and placement of mats themselves should not cause damage.

WARRANTY: A two (2) year warranty shall be provided on all pruning and root grinding performed under this contract. During the warranty period, if the Division of Urban Forestry identifies a tree subject to work under this contract that has fallen or declined and died within two (2) calendar years of the date of completion of construction, the contractor may be charged the full value of the tree as established using the Trunk Formula Method outlined in *The Guide for Plant Appraisal* by the Council of Tree and Landscape Appraisers, as may be amended from time to time. All costs to ensure the warranty period are incidental to the work and no additional compensation will be granted to the contractor for this work.

EXECUTION: The tree protection requirements begin prior to construction and are enforced for the entire construction contract period. Trees on adjacent properties may also need to have TPZ established if they are close to construction activities. When work must be performed within the CRZ of a privately owned tree. The adjacent property owner responsible for the tree must be notified prior to any work being performed within the CRZ of a privately owned tree.

A sign that is similar to the illustration below is required to be mounted on two sides of a tree protection barrier for trees protected by plywood hoarding. The sign should be a minimum of 8 ½" x 11" and made of white gator board or equivalent weather resistant material.

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TREE PROTECTION ZONE (TPZ)

No grade change, storage of materials or equipment is permitted within this TPZ. Tree protection barrier must not be removed without the written authorization of City of Cleveland, Urban Forestry Section.

For information call the Urban Forestry Section at:
(216) 664-3104

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DS-29 STUMP REMOVAL (ITEM SPECIAL)

DESCRIPTION – Stumps and associated roots within the public right of way impeding the installation of compliant walk must be removed and the site restored.

LIMITATIONS:

Prior to any stump grinding operations Contractor is responsible for notifying Ohio 811 (OUPS) per Ohio Revised Code Chapter 3781. The contractor must wait for marks and verify clearances before work. The Contractor bears full responsibility for any utility damage (excluding irrigation systems; contact City if irrigation suspected for guidance).

SPECIFICATIONS

- Stumps shall be removed to a minimum depth of 6 inches below finished grade, unless otherwise directed by the PA.
- Surface roots shall be ground to the extent necessary to allow for sidewalk, curb, and pavement installation in addition to all visible roots ≥ 3 inches diameter.
- All grindings and debris shall be removed from the site.
- Areas where stumps have been removed shall be backfilled with grindings and dressed with topsoil to three (3) inches above adjoining grade as directed by the PA

MEASUREMENT & PAYMENT

Payment for accepted quantities of the work described herein, complete in place, shall be made at the contract unit price for this item. This shall include all tools, labor, materials, equipment, power, transport delivery, and disposal necessary to complete this item of work as described, and to the satisfaction of the City.

END

CITY OF CLEVELAND, MAYOR'S OFFICE OF CAPITAL PROJECTS, DIVISION OF ENGINEERING AND CONSTRUCTION

2026 City Wards of Cleveland Public Improvement by
Requirements Tree Damaged Sidewalk Construction Contract

SCHEDULE OF ITEMS- ADDENDUM NO. 1

REF NO.	DESCRIPTION	UNIT	APPROXIMATE TOTAL QUANTITY	UNIT COST	COST
SIDEWALK					
1	Item 608 - 4" Concrete sidewalk including removal and disposal of existing sidewalk, driveway, apron, treelawn and excavation or embankment, complete in place, as per DS-8 and DS-9	SQ. FT.	30,000		
2	Item 608 - 6" Concrete sidewalk, driveway aprons including removal and disposal of existing sidewalk, driveway, apron, treelawn and excavation or embankment, complete in place, as per DS-8 and DS-9	SQ. FT.	10,000		
3	Item 608 - 8" Concrete sidewalk, driveway aprons including removal and disposal of existing sidewalk, driveway, apron, treelawn and excavation or embankment, complete in place, as per DS-8 and DS-9	SQ. FT.	7,500		
SUBTOTAL SIDEWALK					
CURB					
4	Item 609 - Concrete Type 6 curb cast in place, including removal and disposal of existing curb, complete in place, as per DS-8 and DS-9	FOOT	2,000		
SUBTOTAL CURB					

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SCHEDULE OF ITEMS- ADDENDUM NO. 1

REF NO.	DESCRIPTION	UNIT	APPROXIMATE TOTAL QUANTITY	UNIT COST	COST
PAVEMENT					
5	Item 203 - Linear grading as per DS-6 less than 100' as directed by the Engineer	FOOT	2,000		
6	Item Special - Surcharge for Class MS Concrete as per DS-10	CU. YD.	100		
7	Item Special - Porous Flexible Pavement as per DS-12	CU. YD.	100		
SUBTOTAL PAVEMENT					
ADJUSTMENT OF CASTINGS					
8	Item 611 – Existing valve box adjusted to grade as per D-39	EACH	50		
9	Item 611 – Existing water stop box adjusted to grade as per D-19	EACH	40		
10	Item 611 - Existing water meter manhole adjusted to grade as per D-39	EACH	20		
11	Item 611 - Existing water meter manhole reconstructed to grade as per D-39	EACH	10		

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SCHEDULE OF ITEMS- ADDENDUM NO. 1**

REF NO.	DESCRIPTION	UNIT	APPROXIMATE TOTAL QUANTITY	UNIT COST	COST
12	Item 611 – Existing sewer manhole adjusted to grade as per D-19	EACH	40		
13	Item Special – Miscellaneous metal as per D-72	POUNDS	3,000		
SUBTOTAL ADJUSTMENT OF CASTINGS					
LANDSCAPING					
14	Item 201 – Tree removed (Class A, B, and C) as per DS-14	EACH	70		
15	Item 201 – Tree removed (Class D, E, and F) as per DS-14	EACH	50		
16	Item 201 – Stump removed (Regardless of size) as per D-70	EACH	20		
17	Item 666 – Pruning Existing Trees (Regardless of size) as per DS-13	EACH	80		
18	Item 659 – Seeding and mulching as per D-66, complete in place	SQ. YD.	1,500		
19	Item Special- Arborist as per specifications D-71	HOUR	80		

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SCHEDULE OF ITEMS- ADDENDUM NO. 1

REF NO.	DESCRIPTION	UNIT	APPROXIMATE TOTAL QUANTITY	UNIT COST	COST
20	Item Special- Root Pruning as per specifications DS-15	EACH	150		
21	Item Special- Street Trees (3.0" caliper)	EACH	150		
22	Item Special- Tree Protection as per DS-16	EACH	150		
SUBTOTAL LANDSCAPING					
MISCELLANEOUS					
23	Item Special - Making and curing concrete test cylinders in the field, as per D-73	SETS	30		
24	Item Special - Making and curing concrete test beams in the field, as per D-73	EACH	30		
25	Item Special - Subsequent Slump Test (Day Test) as per D-73.	EACH	30		
26	Item Special – Subsequent Air Content Test and Temperature Test (Day Test) as per D-73	EACH	30		
27	Item Special - Surcharge for Winter Concrete Work, as per C-31	SQ. YD.	100		

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SCHEDULE OF ITEMS- ADDENDUM NO. 1**

REF NO.	DESCRIPTION	UNIT	APPROXIMATE TOTAL QUANTITY	UNIT COST	COST
28	Item Special – Project signs furnished and placed, including relocations to new locations as directed, as per C-11	EACH	4		
29	Item 619 - Field Office, Type B as per DS-18	Month	24		
30	Item Special – Part 1 Force Account as per D-13 (1% of Total Sum of Bid Items 1-29)	Dollars	1		
31	Item Special - Bond Fees (1% of Total Sum of Bid Items)	Dollars	1		
SUBTOTAL MISCELLANEOUS					
UNOFFICIAL TOTAL SUM FOR BID ITEMS 1-31 (*)					
ALL QUANTITIES ARE APPROXIMATE AND NOT GUARANTEED. THE CONTRACT TERM IS FOR TWO YEARS.					

* The amount of the Bid Bond or Cashier's Check required of all bidders under Section A-7 and the amount of the surety bond required of the successful bidder under Section 19, shall be based upon this dollar figure. This figure shall also be used to determine the percentage of CSB participation. This dollar shall be used to determine the lowest responsible bidder pursuant to this invitation to bid and shall be the contractor dollars. ** In the event the alternate bid is awarded, the percentage of CSB participation shall be kept the same.