

Project Number: 148000

PID #: 84572

Contract ID: STA84572

DBE Goal: 5%

Stark

SR-241-(11.29)(14.67)

(JACKSON TOWNSHIP)

E100(940)

TWO LANE RESURFACING

Work Type Percentage Performed by Prime: 50

THE 2013 CONSTRUCTION AND MATERIAL SPECIFICATION BOOK IS PART OF THE
BIDDING DOCUMENTS ON THIS PROJECT

PROPOSAL

STATE OF OHIO

DEPARTMENT OF TRANSPORTATION

Jerry Wray, Director

January 9, 2014

Submitted by _____

Bidder Id _____

TABLE OF CONTENTS

PN 019 – 05/07/2013 - PREPARATION OF PROPOSAL 3

PN 007 - 10/15/2004 - TRUCK LEASING..... 4

PN 033 - 04/18/2008 - AS PER PLAN DESIGNATION - PROPOSAL NOTE..... 5

PN 038 - 10/15/2004 - UNRESOLVED FINDING FOR RECOVERY 5

PN 039 - 10/15/2004 - ASSIGNMENT OF ANTITRUST CLAIMS IN STATE CONTRACT LANGUAGE..... 5

PN 008 - 01/15/2010 - SPECIFICATION AND SUPPLEMENTAL SPECIFICATIONS 6

PN 015 - 07/06/2012 - CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS 6

PN 017 - 10/15/2004 -FEDERALLY REQUIRED EEO CERTIFICATION CLAUSE 6

PN 020 – 11/21/2011 - NOTICE OF REQUIREMENT OF AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY 7

PN 029 – 10/15/2004 – ON THE JOB TRAINING PROVISIONS 8

PN 035 - 10/15/2004 - SPECIAL PROVISIONS OF FEDERAL-AID HIGHWAY PROGRAM OF MANUAL 6-4-1-2 10

PN 026 - 10/15/2004 - CERTIFICATION OF NONSEGREGATED FACILITIES 14

PN 031 - 10/15/2004 - AFFIDAVIT OF SUBCONTRACTOR PAYMENT 15

PN 046 - 10/15/2004 - SUBCONTRACT AGREEMENTS 16

PN 013 - 05/16/2012 - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS..... 16

PN 090 - 01/21/2011 - WORK TYPE CODES AND DESCRIPTIONS 18

PN 059 - 10/15/2004 - WAGE DETERMINATION APPEALS PROCESS..... 20

PN 061 – 10/22/2012 -WAGE SCALE ON ALL FEDERAL-AID PROJECTS 21

PN 050 - 10/15/2004 - LIMITATION ON USE OF CONTRACT FUNDS FOR LOBBYING..... 22

PN 045 - 10/15/2004 - NON - COLLUSION AFFIDAVIT 23

PN 417 – 7/15/2005 - DESIGN REQUIREMENTS FOR PLANT MIX PAVEMENTS (MEDIUM) 23

PN 512 - 12/31/2012 - ITEM SPECIAL - PATCHING CONCRETE BRIDGE DECKS..... 23

2
Project No. 148000

PN 520 – 04/15/2011 - FUEL PRICE ADJUSTMENT.....25

PN 530 – 04/15/2011 – ASPHALT BINDER PRICE ADJUSTMENT FOR SINGLE YEAR PROJECTS.....28

PN 555 -4/19/2013 – SURFACE SMOOTHNESS FOR BRIDGES AND APPROACHES.....29

PN 019 – 05/07/2013 - PREPARATION OF PROPOSAL

ELECTRONIC BIDDING REQUIREMENTS

The Department uses the Bid Express website (<http://www.bidx.com>) as an official repository for electronic bid submittal. Bidders must prepare their bids electronically using Expedite and submitted via Bid Express.

The Department will not accept handwritten bids or bids generated electronically from software other than that used and supplied by the Department. All handwritten bids and bids generated electronically from software other than that used and supplied by the Department shall be considered non-responsive and ineligible for award. The Department will only accept and consider bids that have been produced using Expedite and submitted via Bid Express.

The Department's Office of Contracts will provide planholders with a proposal, plan set and any required addenda. Most addenda will not be provided by hard copy, but will be available on the Office of Contracts website at: <http://contracts.dot.state.oh.us>. Planholders will be notified of all addenda via email. All proposals, plans, Expedite (EBS) files and addenda are also available on the Office of Contracts web site.

Electronic bids must comply with all special provisions, the Construction and Material Specifications, Supplemental Specifications and the rules and regulations of the Ohio Department of Transportation regarding bid preparation and bid submittal.

Blank unit prices will be considered an invalid bid EXCEPT in the case of optional designs (projects where the bidder is required to bid on only one design). Unit prices of zero are not permitted at any time.

Addenda and/or amendments must be acknowledged in the Miscellaneous Section of the Expedite (EBS) file in order for your bid to be considered for award of this project. The section contains the certification of receipt of all hard copy proposals, addenda, amendments, plans, standard specifications and supplemental specifications. Supplemental Questionnaire information regarding the bidder's outstanding ODOT and non-ODOT work, EEO certification (on Federally-funded projects only), and certification against debarment and suspension have also been included in this section. Bid Express will not accept bids that do not have amendments incorporated. Failure to incorporate changed quantities or items in your Expedite (EBS) submissions will result in the rejection of your bid.

Each bidder is required to file with his bid a certified check or cashier's check for an amount equal to five percent (5%) of its bid, but in no event more than fifty thousand dollars, or a bid bond for ten percent (10%) of its bid payable to the "Director of Transportation." Electronic bid bonds will be verified upon submission of bids through Bid Express. Bidders must obtain and verify a Bond ID number from the surety. This Bond ID must be entered in the "Bond ID Number" field in the Bid Bond Section of the Expedite file.

If the contractor chooses to submit a certified check to guaranty its bid, the Department's Office of Contracts will accept a check up to 72 hours in advance of the letting. The Office of Contracts must receive the certified check by 10:00 a.m. on the day the project sells. All checks must be sent to ODOT, Office of Contracts, Attention: Letting Manager, First Floor, 1980 W. Broad St., Columbus, Ohio 43223.

The successful bidder must furnish a performance bond and a payment bond in an amount equal to one hundred percent (100%) of the awarded contract amount. (Ohio Revised Code Section 5525.16)

Any bid received after 10:00 a.m. on the scheduled day of opening will receive no further consideration for award. The Department will not be responsible for a late bid due to failure of the bidder to allow sufficient time for delivery of the bid.

The Department will ensure that this electronic bid depository is available for a two-hour period prior to the deadline for submission of bids. In the case of disruption of national communications or loss of services by <http://www.bidx.com> during this two-hour period, the Department will delay the deadline for bid submissions to ensure the ability of potential bidders to submit bids. If this occurs, instructions will be communicated to potential bidders.

PN 007 - 10/15/2004 - TRUCK LEASING

The Code of Federal Regulations Title 49, Section 26.55(d)(4)(5)(6) governs trucking operations. This section states that the Disadvantaged Business Enterprise (DBE) may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE will receive credit for only the fee or commission it receives as a result of the lease agreement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE. The law requires that a lease must indicate that the DBE has exclusive use of and control over the truck for credit to be accorded to the DBE. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

In lieu of a truck owner displaying the name and identification number of the DBE, the truck owner shall be required to furnish a photocopy of the lease agreement. Thereby, fulfilling the rule without causing undue hardship on any entity.

Credit for expenditures with DBEs for materials or supplies toward the DBE goal is described as follows:

1. When the materials or supplies are obtained from a DBE manufacturer the prime contractor may receive credit for 100 percent of the cost of the materials or supplies toward the DBE goal. For purposes of this section, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
2. When the materials or supplies are purchased from a DBE regular dealer or supplier the prime contractor may receive credit for 60 percent of the cost of the materials or supplies toward the DBE goal. For purposes of this section, a regular dealer or supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

For subcontract agreement (C-92) purposes the following definitions will be used:

Install - DBE contractor who obtains goods, materials and supplies and fixes in place, for use, the same goods, materials and supplies. (e.g., DBE contractor obtains and fixes in place re-bar on project site). Must spend 20% or more time on project per day. 100% credit toward prime's DBE goal.

Stockpiling - DBE Contractor/Trucker who delivers materials, goods, or supplies to project site. 60% credit toward prime's DBE goal.

Tailgating - DBE Contractor/Trucker who delivers and installs materials, goods, or supplies to project site. Must spend 20% or more time on project per day. 100% credit toward prime's DBE goal.

PN 033 - 04/18/2008 - AS PER PLAN DESIGNATION - PROPOSAL NOTE

For the last several years the "As Per Plan" designation has been added to some item descriptions in the proposal to assist the Contractors to easily identify standard items that have been altered by plan notes.

The "As Per Plan" designation has proven to be a very useful tool for the Contractors. However, its use was never intended to relieve the Contractors of their responsibility to read, bid and construct all items in accordance with all governing plan notes. Therefore, the absence of an "As Per Plan" designation on some item descriptions in the proposal for which there are clear and controlling plan notes does not relieve the Contractors of the responsibility to read, bid and construct those particular items in accordance with the governing plan notes.

Be advised that the item descriptions in the bidding proposal must be read or interpreted with the governing plan notes and the Ohio Department of Transportation Construction and Materials Specifications. A claim based upon an "order of precedence" basis will be denied. In the event that a conflict, either real or perceived, exists between the item description and the governing plan note, the Contractors are to request clarification through the pre-bid process.

PN 038 - 10/15/2004 - UNRESOLVED FINDING FOR RECOVERY

The Contractor affirmatively represents to the Department that it is not subject to a finding for recovery under Ohio Revised Code §9.24, or that it has taken the appropriate remedial steps required under §9.24 or otherwise qualifies under that section. The Contractor agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the state hereunder shall be immediately repaid to the Department, or an action for recovery may be immediately commenced by the Department for recovery of said funds.

PN 039 - 10/15/2004 - ASSIGNMENT OF ANTITRUST CLAIMS IN STATE CONTRACT LANGUAGE

It is the policy of the Ohio Department of Transportation that ODOT and the Contractor recognize that in actual economic practice, overcharges resulting from antitrust violations are usually borne by ODOT. As consideration for the Award of the Contract and intent to be legally bound, the Contractor acting herein by and through the person signing this contract on behalf of the Contractor as a duly authorized agent, hereby assigns, sells, conveys, and transfers to ODOT any and all right, title and interest to any and all claims and causes of action the Contractor now has or hereafter requires under state or federal antitrust laws provided that the claims or causes of action related to the goods or services that are the subject to the contract. In addition, the Contractor warrants and represents that it will require any and all of its subcontractors and first tier suppliers to assign any and all federal and state antitrust claims and causes of action to ODOT. The provisions of this article shall become effective at the time ODOT executes this contract without further acknowledgment by any of the parties.

All contracting entities shall assign their rights and responsibilities to ODOT for all antitrust claims and causes of action regarding subcontractors.

PN 008 – 07/20/2012 - SPECIFICATION AND SUPPLEMENTAL SPECIFICATIONS, POLICIES AND SPECIAL PROVISIONS INCORPORATED BY REFERENCE AS IF REWRITTEN HEREIN

The version at the time of bid of the following will govern this improvement:

Policies:

Standard Procedures:

Copies of the above-referenced Policies, Standard Procedures and Special Provisions policies can be found on our website at
<http://www.dot.state.oh.us/Divisions/ConstructionMgt/OnlineDocs/Pages/ConstructionPolicies.aspx>.

PN 015 - 07/06/2012 - CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS

The required contract provisions for federal-aid construction contracts (contained in Form FHWA 1273 revised May, 2012) are hereby incorporated reference as if rewritten herein.

PN 017 - 10/15/2004 - FEDERALLY REQUIRED EEO CERTIFICATION CLAUSE

The Federally Required EEO Certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontractors which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PN 020 – 11/21/2011 - NOTICE OF REQUIREMENT OF AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

The Bidder's attention is called to the affirmative action obligations required by the specifications set forth in 23 CFR Part 230, 41 CFR Part 60, Executive Order 11246, Section 503, and the affirmative action provisions of Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA) of 1974.

Utilization goals applicable to the project, expressed in percentages, for minority and female participation for each construction craft can be found on ODOT's website at <http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Pages/default.aspx>. These goals are based on 2000 census data and represent the area, per craft, minority and female availability pool.

Minority and female utilization obligations by craft per county (applicable to project):

<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Construction/CountyAvailability-ByTrade.pdf>

Statewide utilization obligations by craft (applicable to the Contractor's statewide workforce):

<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Construction/StatewideAverages-ByTrade.pdf>

The New Hire Definition is as follows:

An individual who has a break in service (not on an employer's payroll) for a period of 12 months or longer and the person affected is not a salaried employee, but belongs to a union craft. Individuals compensated for training or incidental work which does not cause a break in unemployment compensation, i.e., paid by voucher check or petty cash, are considered new hires if the individual's break in service is 12 months or longer.

The time frame for a new hire shall be associated with the first project worked for that contractor regardless of whether it is public or private. When reporting new hires the contractor shall identify that employee as a new hire on that specific project only. Subsequent work, barring a break in service of 12 months or more, would **not** qualify the employee as a new hire for that contractor.

The Contractor's compliance shall be based on the implementation of affirmative action obligations required by the specifications set forth in 23 CFR Part 230, and its good faith efforts to meet these obligations. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and females on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the affirmative action obligations shall be a violation of the contract and regulations in 23 CFR Part 230. The good faith efforts put forth by the contractor will be measured against the total work hours performed. Under FHWA, ODOT is the authority tasked with ensuring that the contractor adheres to the aforementioned regulations. In addition to complying with the Required Contract Provisions as outlined in the attached subcontract agreement the Contractor shall provide immediate written notification to the ODOT and the Prime Contractor when referral practices of the union or unions with which the Contractor has a collective bargaining agreement impede the company's efforts to meet its equal opportunity obligations.

The Office of Federal Contract Compliance Programs (OFCCP) administers and enforces equal employment opportunity laws that apply to Federal government contractors and subcontractors supplying goods and services, including construction, to the Federal Government under 41 CFR Part 60, Executive Order 11246, Section 503, and the affirmative action provisions of VEVRAA. The OFCCP monitors

compliance with these laws primarily through compliance evaluations, during which a compliance officer examines the contractor's affirmative action efforts and employment practices. Under Executive Order 11246, the OFCCP may perform contract compliance reviews on contractors involved with federally funded ODOT projects.

Requirements for affirmative action obligations governing OFCCP contract compliance reviews are those listed in the Federal Register for the Economic Area. <http://www.dol.gov/ofccp/TAguides/consttag.pdf> page E-32

The Department of Administrative Services (DAS), Equal Opportunity Division, is responsible for ensuring state contractors implement and adhere to the State of Ohio's affirmative action program pursuant to [Ohio Administrative Code \(OAC\) 123:2-3-02](#). Specifically, this unit's responsibilities include the issuance of certificates of compliance under [ORC 9.47](#) and [153.08](#), conducting project site visits and compliance reviews (desk audits) to ensure contractors utilize minorities and women in the construction trades, as well as maintaining a working environment free of discrimination, harassment and intimidation. The DAS may perform contract compliance reviews on contractors involved with state funded ODOT projects. Requirements for affirmative action obligations governing DAS contract compliance reviews are those listed in the O.A.C. for the Metropolitan Statistical Area in which a project is located. http://www.das.ohio.gov/Eod/123_2_3_02.htm

All prime and subcontractors regardless on the number of employees or the state contract amount are required to submit monthly utilization reports (Input Form 29) to Ohio Department of Administrative Services covering the contractor's total workforce within the state of Ohio. The reports must be filed electronically by the 10th of each month, beginning with the contract award and continuing until the contractor or subcontractor completes performance of the state contract. <http://www.das.ohio.gov/Eod/ccinputform29.htm>

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs, 200 N. High Street, Room 409, Columbus, Ohio 43215, within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract and the geographical area in which the subcontract is to be performed.

PN 029 – 10/15/2004 – ON THE JOB TRAINING PROVISIONS

The requirements of this Training Special Provision supersede subparagraph 7b of the Special Provision entitled Special Employment Opportunity Responsibilities, and implements 23 U.S.C. 140(a).

The following must be included as part of the Contractor's equal employment opportunity affirmative action training program:

The Contractor must provide on-the-job training aimed at developing full journey persons in the type or job classification in which they work.

The contractor is not required to have a specific number of trainees assigned to this project. The number of trainees will be distributed among the work classifications on the basis of the Contractor's needs and the availability of the journey persons in the various classifications. The Contractor will be credited for each trainee employed by him or her who is currently enrolled or becomes enrolled in an approved program.

Training and upgrading of minorities and women toward journey person status is a primary objective of this Training Special Provision. Accordingly, the Contractor must make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended, and will not be used, to discriminate against any applicant for training, regardless of whether the applicant is a member of a minority group or not.

No employee will be employed as a trainee in any classification in which he or she has successfully completed a training course leading to journey person status or in which he or she has been employed as a journey person. The Contractor must satisfy this requirement by including appropriate questions in the employee's application or by other suitable means. Regardless of the method used, the Contractor's records must document the findings in each case.

The minimum length and type of training for each classification will be established in the training program selected by the Contractor.

No payment by ODOT will be made to the Contractor for providing this training. However, if the Contractor fails to provide adequate training and cannot show good faith efforts on its part to provide adequate training, it will be subject to a formal compliance review to determine the Contractor's efforts in meeting the EEO laws and regulations.

The Contractor must provide the following reports:

1. CR1 Report
 - A. To be completed on each trainee
 - B. To be filled out at the start of training and finish of training or at the end of the year, whichever comes first
 - C. To be submitted to the District in which the Contractor's home office is located.
2. Tracking will be on an annual basis. The Contractor must submit the subsequent CR1 to the District in which the Contractors home office is located.

The prime or subcontractor conducting the training must be involved in at least one Federal project per calendar year in order to get FHWA training credit. Participation in the OJT Program is not project or contract specific.

All Contractors are encouraged to participate in the OJT program. Such a program will be considered when examining the contractor's Good Faith Efforts toward meeting its contractual affirmative action obligations.

All Contractors shall submit their own Training Program or Apprenticeship Certificate, for approval, to the District in which the company's home office is located.

All OJT Trainees must have the appropriate certification. Apprenticeship Certificates can be obtained from the State of Ohio, Bureau of Apprenticeship and Training. The union apprenticeship agreement is not acceptable verification of an apprentice's enrollment in a union sponsored training program.

A copy of the Apprenticeship Certificate along with a statement indicating the number of months/years the employee has been in the apprenticeship program must be submitted to the EEO Coordinator in the company's home district and to the prevailing wage coordinator in the district responsible for the project within 90 days of the apprentice beginning work on the project.

PN 035 - 10/15/2004 - SPECIAL PROVISIONS OF FEDERAL-AID HIGHWAY PROGRAM OF MANUAL 6-4-1-2 SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

1. GENERAL

a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form PR- 1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b. The contractor will work with the State Highway Agencies and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

c. The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal Employment Opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection I of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. EQUAL EMPLOYMENT OPPORTUNITY POLICY

The contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: employment, upgrading, demotion, or transfer recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship, pre-apprenticeship, and/or on-the-job training.

3. EQUAL EMPLOYMENT OPPORTUNITY OFFICE

The contractor will designate and make known to the State Highway Agency contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable to effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. DISSEMINATION OF POLICY

a. All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.

(3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the contractor's procedures for locating and hiring minority group employees.

b. In order to make the contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will take the following actions:

(1) Notices and posters setting forth the contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

(2) The contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. RECRUITMENT

a. When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Employment Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

b. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the contractor will, through his EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to extent that the systems permits the contractor's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women or obligates the contractor to do the same, such implementation violates Executive Order 1 1246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. PERSONNEL ACTIONS

Wages, working conditions and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

7. TRAINING AND PROMOTION

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the "Training Special Provisions" are included in this bid proposal, this subparagraph will be superseded as indicated in said provisions.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. UNIONS

If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the State Highway Department and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the State highway agency.

9. SUBCONTRACTING

a. The contractor will use his best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of minority-owned construction firms from State Highway Agency personnel.

b. The contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. RECORDS AND REPORTS

a. The contractor will-keep such records as are necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate:

(1) the number of minority and non-minority group members and women employed in each work classification on the project,

(2) the progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force),

(3) the progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and

(4) the progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Highway Agency and the Federal Highway Administration.

c. The contractors will submit to the State Highway Agency a monthly report for the first three months after construction begins and every month of July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 139 1. If on-the-job training is being required by "Training Special Provisions," the contractor will be required to furnish Form FHWA 1409.

PN 026 - 10/15/2004 - CERTIFICATION OF NONSEGREGATED FACILITIES

(a) A Certification of Nonsegregated Facilities, as required by the May 9, 1967, Order of the Secretary of Labor (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities (is included in the proposal and must be submitted prior to the award of a Federal-aid highway construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause).

(b) Bidders are cautioned as follows: By signing this bid, the bidder will be deemed to have signed and agreed to the provisions of the "Certification of Nonsegregated Facilities" in this proposal. This certification provides that the bidder does not maintain or provide for his employees facilities which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that the bidder will not maintain such segregated facilities.

(c) Bidders receiving Federal-aid highway construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, will be required to provide for the forwarding of the following notice to prospective subcontractors for construction contracts and material suppliers where the subcontracts or material supply agreements exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

"Notice to Prospective Subcontractors and Material Suppliers of Requirement for Certification of Nonsegregated Facilities" -

(a) A Certification of Nonsegregated Facilities as required by the May 9, 1967, Order of the Secretary of Labor (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, which is included in the proposal, or attached hereto, must be submitted by each subcontractor and material supplier prior to the award of the subcontract or consummation of a material supply agreement if such subcontract or agreement exceeds \$10,000 and is not exempt from the provisions of the Equal Opportunity clause.

(b) Subcontractors and material suppliers are cautioned as follows: By signing the subcontract or entering into a material supply agreement, the subcontractor or material supplier will be deemed to have signed and agreed to the provisions of the "Certification of Nonsegregated Facilities" in the subcontract or material supply agreement. This certification provides that the subcontractor or material supplier does not maintain or provide for his employees facilities which are segregated on the basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that the subcontractor or material supplier will not maintain such segregated facilities.

(c) Subcontractors or material suppliers receiving subcontract awards or material supply agreements exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for construction contracts and material suppliers where the subcontracts or material supply agreements exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

PN 031 - 10/15/2004 - AFFIDAVIT OF SUBCONTRACTOR PAYMENT

The Code of Federal Regulations 49, 26.37(b), requires the Ohio Department of Transportation (ODOT) to monitor and verify that work committed to Disadvantaged Business Enterprise (DBE) firms at contract award is actually performed by the DBE's. Additionally, ODOT is required to report the DBE participation on each project, including all work, materials or service sublets. Therefore, it is ODOT's responsibility to discern whether payments are made to DBE firms. An affidavit is to be completed and signed by the contractor within 15 days of the completion of the project. The affidavit seeks to verify actual payments made to DBE firms on the project. Each DBE firm must verify the actual payment amount.

The blank spaces in the affidavit must be filled in correctly, where indicated. The affidavit must be signed by the prime contractor and subcontractor, or by the subcontractor and DBE sub-contractor, if applicable. By signing the affidavit, the noted firm agrees that the payment amount recorded is true and accurate as of the payment time period.

Completed and signed affidavit shall be mailed to the Ohio Department of Transportation, Office of Contracts, DBE Services section, 1980 West Broad Street, Columbus, Ohio 43223.

PN 046 - 10/15/2004 - SUBCONTRACT AGREEMENTS

Prime contractors will not be required to submit executed C-92s with their subcontract agreements for Disadvantaged Business Enterprises (DBE) subcontractors prior to the execution of the prime contract with ODOT. The prime contractor must only furnish to the Department subcontract agreements from the DBE subcontractors with whom they propose to utilize to fulfill the project goal. Again, this requirement is at the time of contract execution with ODOT.

However, the prime contractor must submit C-92s prior to the DBE commencing work. At the time of submission of the C-92 the DBE subcontractor must have sufficient dollar and work type qualifications to perform the work. The prime contractor will be held accountable to meet the project goal.

PN 013 – 04/15/2013 - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

It is the policy of the Ohio Department of Transportation that Disadvantaged Business Enterprises (DBEs) shall have equal opportunity to compete for and perform subcontracts which the Contractor enters into pursuant to this contract. The Contractor must use its best efforts to solicit bids from and to utilize DBE subcontractors with meaningful minority groups and female representation among their employees. Consequently, the requirements of Title 49 CFR Part 26 and Ohio Revised Code §5525.011 apply to this contract. The Contractor must ensure that the DBE subcontractor(s) is performing a “commercially useful function” as defined in CFR 26.55.

The percentage indicated on the front cover of this bid is the percent of the contract amount which must be subcontract to certified ODOT DBE firms. The percentage goal may be met if the awarded Contractor is DBE certified.

In order to be assured that the Contractor complies with this contract requirement the Contractor shall provide certified payrolls from its DBE subcontractors where appropriate. When the Contractor utilizes a service, for example trucking, to satisfy a part or its entire contractual goal, the Contractor, when requested, must provide a copy of each canceled check issued to the DBE service provider until the goal amount is reached. The Department shall total the amounts of the canceled checks and compare that total to the subcontract agreement by the parties and the C-92 issued to the Contractor for the work to be performed by the DBE subcontractor.

WAIVER PROCESS FOR DBE GOAL

The Contractor must document the progress and efforts being made in securing the services of DBE subcontractors. In the event the Contractor is unable to meet the DBE Goal placed on this project, a request for a waiver of all or part of the goal may be made to the DBE Services Section. The written request must indicate a good faith effort was made to meet the goal and be sent to the DBE Services Section, Division of Construction Management, 1980 West Broad Street, Mail Stop 4110, Columbus, Ohio, 43223. There will be no extension of time for the project granted if the Contractor wishes to avail himself of this process. If an item of work subcontracted to a DBE firm is non-performed by the Department or the subject of an approved VECP, the Contractor may request a waiver for the portion of work excluded.

The Department shall consider the following information and documentation when a request for a DBE goal waiver is received:

1. Dollar value and % of DBE goal. Dollar value and % of waiver request.
2. Signed copy of each subcontract or purchase order agreement between the prime and DBE subcontractor utilized in meeting the contract goal.
3. Copy of dated written communication, fax confirmation, personal contact, follow up and negotiation with the DBE's.
4. Copy of dated written communication and/or fax confirmation that bidder solicited and provided DBE's with adequate information about the plans, specifications and requirements of the contract in a timely manner to assist them in responding to a solicitation.
5. Copy of dated written communication and/ or fax confirmation of each noncompetitive DBE quote that includes the dollar value of each reference item and work type.
6. Copy of dated written communication and/ or dated fax confirmation of DBE's that were not interested in providing a quote for the project.
7. Documentation of all negotiating efforts and reason for rejecting bids.
8. All solicitations made by the Contractor for subcontracting opportunities and DBE quotes through the Small Business Network.
9. Documentation of good faith efforts (GFE) to meet the DBE subcontract goal, by looking beyond the items typically subcontract or consideration of subcontracting items normally performed by the prime as a way to meet the DBE goal.

The Department will review the submitted documentation and issue a written decision within ten (10) business days. The Contractor may request administrative reconsideration within 14 days of being informed that it did not perform a GFE. The Contractor must make this request in writing to the following official:

Ohio Department of Transportation
Attention: Deputy Director, Division of Construction Management
1980 West Broad Street, Mail Stop 4110
Columbus, Ohio 43223

The reconsideration official will not have played any role in the original determination that the contractor did not document sufficient good faith effort.

As part of this reconsideration, the contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT will send the contractor a written decision on reconsideration explaining the basis for finding that the contractor did or did not meet the goal or make adequate good faith efforts. The result of the reconsideration process is not administratively appealable to the US Department of Transportation. However, it is appealable to the Court of Claims.

SANCTIONS

The Ohio Department of Transportation will issue sanctions if the Contractor chooses not to request a waiver, the Contractor fails to comply with the contract requirements and/or fails to demonstrate the necessary good faith effort.

The Ohio Department of Transportation may impose any of the following sanctions:

- 1) letter of reprimand;
- 2) liquidated damages computed up to the amount of goal dollars not met;
- 3) cross-withhold from future projects;
- 4) contract termination and/or
- 5) other remedies available by law including suspension, revocation, and/or debarment.

Factors to be considered in issuing sanctions include, but are not limited to:

- 1) the magnitude and the type of offense;
- 2) the degree of the Contractor's culpability;
- 3) any steps taken to rectify the situation;
- 4) the Contractor's record of performance on other projects including, but not limited to:
 - a. annual DBE participation over DBE goals;
 - b. annual DBE participation on projects without goals;
 - c. number of complaints the Ohio Department of Transportation has received from DBEs regarding the Contractor; and
 - d. the number of times the Contractor has been previously sanctioned by the Department of Transportation; and
- 5) whether the Contractor falsified, misrepresented, or withheld information.

PN 090 - 01/21/2011 - WORK TYPE CODES AND DESCRIPTIONS

The Department will indicate the work type required for each pay item. If the line item does not have a corresponding work type, NR will be shown in the work type column. This proposal note will govern the assignment of work types to pay items.

However, the Contractor may perform incidental work items for which it does not hold the required work type provided the cost of the work does not exceed 5% of the total bid. The Contractor may also perform Work Type 26 (Structural steel painting) without holding the required work type provided the total area to be painted does not exceed 700 SF per structure. The Contractor may perform Work Type 57 (Sealing of Concrete Surfaces with Epoxy or Non-Epoxy Sealers) without holding the required work type provided the total area to be sealed does not exceed 75 SY per project.

Listed below are the work types for this proposal. In accordance with Ohio law, a bidder must possess work types, and perform work equal to the percentage included on the front cover of this proposal. This is a percentage of the total amount of the submitted bid price. The Director may, by insertion of a contract provision, reduce the fifty percent amount.

Work Type Code	Work Type Description	Work Type Code	Work Type Description
1	Clearing & Grubbing	29	Structure Repairs
2	Building Removal	30	Hydrodemolition
3	Gas, Oil, Water Well Abandonments	31	Structural Steel Repairs
4	Roadway Excavation & Embankment Construction	32	Heat Straightening
5	Major Roadway Excavations	33	Tieback Installation
6	Incidental Grading	34	Earth Retaining Structures
7	Soil Stabilization	35	Drainage (Culverts, Misc.)
8	Temporary Soil Erosion & Sediment Control	36	Guardrail / Attenuators
9	Aggregate Bases	37	Fence
10	Flexible Paving	38	Misc. Concrete
11	Apply Bituminous Treatments	39	Maintenance of Traffic
12	Rigid Paving	40	Waterproofing
13	Pavement Planning, Milling, Scarification	41	Raised Pavement Markers
14	Concrete Texturing	42	Signing
15	Sawing	43	Highway Lighting
16	Flexible Replacement	44	Traffic Signals - Standard
17	Rigid Pavement Replacement	45	Pavement Markings
18	Pavement Rubblizing, Breaking, Pulverizing	46	Landscaping
19	Structure Removal	47	Mowing
20	Level 1 Bridge	48	Trucking
21	Level 2 Bridge	49	Herbicidal Spraying
22	Level 3 Bridge	50	Railroad Track Construction
23	Reinforcing Steel	51	Micro Tunneling
24	Structural Steel Erection	52	Tunneling
25	Stud Welding	53	Piling
26	Structural Steel Painting	54	Post-Tensioning Bridge Members
27	Expansion & Contraction Joints, Joint sealers, Bearing Devices	55	Fiber Optic Cable Installation, Splicing, Termination and Testing – Traffic Signal System
28	Caissons / Drilled Shafts	56	Fiber Optic Cable Installation, Splicing, Termination and Testing – Intelligent Transportation System
		57	Sealing of Concrete Surfaces with Epoxy or Non-Epoxy Sealers

PN 059 - 10/15/2004 - WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- an existing published wage determination
 - a survey underlying a wage determination
 - a Wage and Hour Division letter setting forth a position on a wage determination matter
 - a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response for this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determination
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D. C. 20210

- 2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (see 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U. S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requester considers relevant to the issue.

- 3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

- 4.) All decisions by the Administrative Review Board are final.

PN 061 – 10/22/2012 -WAGE SCALE ON ALL FEDERAL-AID PROJECTS

The wage rates for this project were determined by the Secretary of Labor in accordance with Federal-Aid requirements.

Contractors shall use only the classifications and wage rates set forth in the United States Department of Labor (USDOL) wage decision found at the website noted below on payrolls submitted to the District Office. Additionally, please note that the wage modification in effect at the time of the project sale date, shall be used by all contractors.

This USDOL wage decision may be viewed, by accessing the United States Department of Labor (USDOL) website at:

<http://www.wdol.gov/wdol/scafiles/archive/davisbacon/2013/oh2.r2>

This contract requires the payment of the total of the basic hourly rates plus the fringe benefits payments for each classification in accordance with the following regulations which by reference are made part of this contract:

- 1) The U.S. Department of Labor Regulations, Title 29, Subtitle A, Part 5, Sections 5.5, 5.31, and 5.32, most recent revision at contract execution.
- 2) Form FHWA-1273 (most recent revision at contract execution) Part IV. Payment of Predetermined Minimum Wage and Part V. Statements and Payrolls.

The failure to pay prevailing wages to all laborers and mechanics employed on this project, shall be considered a breach of contract. Such a failure may result in the termination of the contract and debarment.

The Contractor and all subcontractors shall pay all wages and fringe benefits by company check. All payroll records and canceled pay checks shall be maintained for at least three years after final acceptance as defined in section 109.12 of the Ohio Department of Transportation Construction and Materials Specifications. The Contractor's and all subcontractors_ payroll records and canceled pay checks shall be made available for inspection by the Department and the U.S. Department of Labor, upon request, anytime during the life of the contract, and for three years thereafter by the U.S. Department of Labor. Additionally, the Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.

The wage and fringe rates determined for this project shall be posted by the Contractor in a prominent and accessible place on the project, field office, or equipment yard where they can be easily read by the workers.

The Contractor shall submit to the designated Department representative, certified payrolls for the Contractor and all subcontractors each week beginning three weeks after the start of work. These payrolls shall be on a Form WH-347 or equivalent and shall show the following:

1. Employee name, address, social security number, classification, and hours worked.
2. The basic hourly and overtime rate paid, total pay, and the manner in which fringe benefit payments have been irrevocably made.
3. The project number and pay week dates.
4. Signature of an authorized company representative on the certification statement.

Additionally, a copy of the "Apprentice Certification" obtained from the Ohio State Apprenticeship Council, must accompany all certified payrolls submitted for all apprentices working on this project.

Please be aware that it is ultimately the responsibility of the Contractor to ensure that all laws relating to prevailing wages in the USDOL Regulations, Title 29, parts 1 and 5, are strictly adhered to by all subcontractors on the project.

If the Contractor or any subcontractor fails to comply with any of the provisions contained in this proposal note, the Department may terminate the contract, debar the Contractor or Subcontractor and/or withhold or suspend pay estimates after written notice and a reasonable opportunity to comply has been provided

PN 050 - 10/15/2004 - LIMITATION ON USE OF CONTRACT FUNDS FOR LOBBYING

1. The prospective bidder certifies, by signing and submitting this bid proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective bidder also agrees by submitting his or her bid proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

PN 045 - 10/15/2004 - NON - COLLUSION AFFIDAVIT

In accordance with Title 23 United States Code, Section 112 and Ohio Revised Code, Chapter 1331 et. seq; and Sections 2921.11 and 2921.13, the bidder hereby states, under penalty of perjury and under other such penalties as the law provides, that he or his agents or employees have not entered either directly or indirectly into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal. Execution of this proposal on the signature portion thereof shall constitute also signature of this Non-Collusion Affidavit as permitted by title 28 United States Code, Section 1746.

REPORTING BID RIGGING

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

PN 417 – 7/15/2005 - DESIGN REQUIREMENTS FOR PLANT MIX PAVEMENTS (MEDIUM)

On this project, design all 301 bases and asphalt pavements requiring 441 for MEDIUM traffic volumes.

PN 512 - 12/31/2012 - ITEM SPECIAL - PATCHING CONCRETE BRIDGE DECKS

A. Description. This item shall consist of furnishing the necessary labor, materials and equipment to repair concrete bridge decks, including the removal of all loose and unsound concrete, bituminous patches, surface preparation, bonding coat and the mixing, placing, finishing and curing of the mortar or concrete patches.

B. Materials. Materials shall conform to the following requirements:

Fine aggregate (natural sand).....	703.02
Coarse aggregate (No.8).....	703.02
Portland cement	701.05
Quick Setting Concrete Mortar, Type 1 or 2.....	705.21
Air-entraining admixture	705.10
Curing materials - Type A or B Patches.....	705.07
Curing materials - Type C Patches	Mfgr's recommendations

C. Removal of Unsound Concrete. The Engineer shall sound the entire deck and outline the areas to be removed. Sounding may have to be delayed until the deck is sufficiently dry to permit detection of all areas of delamination. The perimeter of all removal areas shall be sawed to a depth of 1 inch (25 mm) to produce a vertical or slightly undercut face. Additional saw cuts may be required to facilitate removal.

All unsound concrete including all patches other than sound Portland cement concrete, and all loose and disintegrated concrete shall be removed. The unsound concrete may be removed by chipping or hand dressing. Chipping hammers shall not be heavier than the nominal 35 pound (16 kg) class and shall be operated at an angle of less than 45 degrees measured from the surface of the deck. Concrete shall be removed in a manner that prevents cutting, elongating or damaging reinforcing steel. Where the bond between the concrete and a primary reinforcing bar has been destroyed, or where more than one half of the periphery of such a bar has been exposed, the adjacent concrete shall be removed to a depth that will provide a minimum 3/4 inch (19 mm) clearance around the bar except where other reinforcing bars make this impracticable. Reinforcement which has become loose shall be adequately supported and tied back into place. After completion of the secondary removal operations, the Engineer will re-sound the deck to ensure that only sound concrete remains. Minimize construction joints. Construction joints shall only be placed on the perimeter of the removal areas.

D. Surface Preparation. Cleaning shall closely precede application of the bonding grout and/or the patching material. The surface to be patched and the exposed reinforcing steel shall be thoroughly cleaned by sandblasting followed by an air blast. It may be necessary to use hand tools to remove scale from the reinforcing steel. For Type A and Type B patches and Type C patches which do not use water as the activator, the prepared surface shall be surface dry. For Type C patches which require water as the activator the prepared surface shall be left in the condition as recommended by the manufacturer. Any additional surface preparation shall be in accordance with the manufacturer's recommendations for the patching material which is used.

E. Bonding Grout. The grout for bonding Type A patches shall consist of equal parts by volume of Portland cement and sand, mixed with sufficient water to form a stiff slurry. The consistency of this slurry shall be such that it can be applied with a stiff brush or broom to the existing surface in a thin, uniform coating. The coating of grout shall be scrubbed onto the dry surface immediately before placing the concrete. Care shall be exercised to ensure that no excess grout is permitted to collect in low spots. In no case shall the grout be permitted to dry before placing the new concrete. Thinned grout shall be painted over all joints between the new existing concrete immediately after the finishing has been completed. Type B and Type C patches shall be bonded according to the manufacturers recommendations.

F. Patching. The mortar or concrete shall be placed as Type A, B, or C.

1. Type A. The mixture shall consist of 1 part high-early-strength Portland cement, 1-1/2 parts fine aggregate and 1-1/2 parts coarse aggregate by volume. Sufficient air-entraining agent shall be added to maintain an air content of 8 plus or minus 2 percent. The slump shall be the minimum practical for placing and in no case shall it exceed 2 inches (50 mm). The materials shall be mixed at the site. Ready-mixed concrete shall not be permitted. The mix shall be placed in the area to be patched while the bonding grout is still wet, a slightly overfilled and struck off with a vibrating screed drawn slowly across the area. Hand finishing with a wood float may be required to produce a tight, uniform surface.

2. Type B. Patching material shall be made using Quick Setting Concrete Mortar, Type 1 or 2, 705.21. The mortar shall be mixed and placed as per manufacturer's recommendations. Coarse aggregate may be added in accordance with the manufacturer's instructions when the depth of the patch exceeds 1 inch (25 mm).

3. Type C. Patching material shall be made using a blend of 705.21 Type 2 material and selected aggregates with an activator. These materials shall be mixed and placed as per manufacturer's recommendations. Coarse aggregate may be added in accordance with the manufacturer's instructions when the depth of the patch exceeds 1 inch (25 mm).

G. Curing. Type A patches shall be cured in accordance with Sec. 511.14, Method (A), for not less than 24 hours if membrane waterproofing is to be applied immediately. If not, Method (A) shall be used for 48 hours, after which membrane curing material shall be applied at a rate not less than one gallon per 200 square foot (1 L per 5 m²). Membrane curing material shall be removed prior to placing waterproofing. Type B and Type C patches shall be cured in accordance with the manufacturer's recommendations.

H. Method of Measurement. The quantity shall be the actual area in square yards (square meters) of the exposed surface of all patches, irrespective of the depth of the patch, complete, in place and accepted.

I. Basis of Payment. Payment shall be made at the contract price bid for:

ITEM	UNIT	DESCRIPTION
Special	Sqare Yard (Square Meter)	Patching concrete bridge decks, Type _____.

PN 520 – 04/15/2011 - FUEL PRICE ADJUSTMENT

General: This Fuel Price Adjustment (Fpa) provision is intended to minimize risk to the Contractor or Design Build Team, (DBT) due to fuel price fluctuations that may occur during the Contract. This provision is not designed to estimate actual quantities of fuel used in construction operations, but to provide a reasonable basis for calculating a fuel price adjustment based on average conditions.

The Department determines adjustments under the provisions of this Proposal Note, and presumes that the Contractor/(DBT) has relied on these provisions when determining unit bid prices. The monthly application range for percent change (Mbp/Cbp) will not exceed 50% for a Fuel Price Adjustment increase or decrease as outlined in Section B, Calculation of Fuel Price Adjustment.

A. Price Adjustment Criteria: These requirements provide for a price adjustment, positive or negative, to payments due the Contractor/(DBT) for fluctuations in the cost of fuel consumed in the performance of certain items of work. These price adjustment provisions apply only to those items in the contract as grouped by category and identified in Table A-1. All adjustments will be made based on fuel consumption indicated by Table A-1, and no changes will be made for actual consumption rates.

Category descriptions and the fuel usage factors which are applicable to each are as follows:

Fuel Adjustment Categories, Table A-1				
Category	Basis of Calculation and Threshold Quantity	Eligible Items	Units	Fuel Usage Factor
Earthwork	Apply only to the greater of the sum of all Excavation quantities or the sum of all Borrow and Embankment quantities. Threshold Quantity* = 30,000 c.y. (22,936 c.m.)	203, 204	Gallons per cubic yard (Gallons per cubic meter)	0.50 (0.65)
Aggregate Bases	Apply to quantity calculated based on the Method of Measurement and Basis of Payment. Threshold Quantity* = 2,500 c.y. (1,912 c.m.)	304, 307	Gallons per cubic yard (Gallons per cubic meter)	0.75 (0.98)

Select Granular Backfill	Apply to quantity calculated based on the Method of Measurement and Basis of Payment. Threshold Quantity* = 2,000 c.y. (1,529 c.m.)	840	Gallons per cubic yard (Gallons per cubic meter)	0.75 (0.98)
Flexible Bases and Pavements	Apply to quantity calculated based on the Method of Measurement and Basis of Payment. Threshold Quantity* = 1,200 c.y. (917 c.m.)	301, 302, 308, 424, 442, 443, 446, 448, 803, 826, 857, 880	Gallons per cubic yard (Gallons per cubic meter)	4.50 (5.88)
Rigid Bases and Pavements	Apply to quantity calculated based on the Method of Measurement and Basis of Payment. Threshold Quantity* = 1,200 c.y. (917 c.m.)	305, 306, 451, 452, 526, 884, 888, 896	Gallons per cubic yard (Gallons per cubic meter)	1.00 (1.31)
Structural Concrete	Apply to quantity calculated based on the Method of Measurement and Basis of Payment. Threshold Quantity* = 350 c.y. (268 c.m.)	511, 524, 842, 892, 893, 894, 898	Gallons per cubic yard (Gallons per cubic meter)	4.00 (5.23)

* A Fuel Price Adjustment will only apply when the sum of all **original** contract quantities or for Design Build Projects all completed in-place accepted final quantities for the category meet or exceed the specified Threshold Quantity. When a Fuel Price Adjustment applies, calculate the Fuel Price Adjustment for the sum of all quantities for the category per this proposal note.

B. Calculation of Fuel Price Adjustment: Fuel Price Adjustments may be either positive or negative. A positive Fuel Price Adjustment will result in a payment to the Contractor/(DBT) while a negative Fuel Price Adjustment will result in a deduction.

The Department will calculate a Monthly Base Price (Mbp) for fuel for each month of each calendar year beginning with January 2001. The method for calculating the Monthly Base Price (Mbp) will be on file in the Division of Construction Management. The Monthly Base Price (Mbp) will be used to calculate all Fuel Price Adjustments. The Contract Base Price (Cbp) will be the Monthly Base Price (Mbp) for the month the contract was bid. All Monthly Base Price (Mbp) values will be posted on the Division of Construction Management, Office of Construction Administration website at: <http://www.dot.state.oh.us/Divisions/ConstructionMgt/Admin/Pages/PriceIndexes.aspx>

During each month of the contract the Engineer will select the applicable Monthly Base Price (Mbp) and calculate the ratio of the Monthly Base Price (Mbp) divided by the Contract Base Price (Cbp). The formulas below allow for a variation in fuel prices without recognizing cost increases/ decreases within the range of 90% to 110% of the Contract Base Price (Cbp).

When, and only when, the Monthly Base Price (Mbp) divided by the Contract Base Price (Cbp) is less than 0.90 or greater than 1.10 will the Engineer calculate a Fuel Price Adjustment (Fpa).

Cost increases in excess of 150% of the Contract Base Price (Cbp) will not be recognized. When, the Monthly Base Price (Mbp) divided by the Contract Base Price (Cbp) is greater than 1.50, the Fpa shall be calculated using a Cbp/Mbp ratio of 1.50.

Cost decreases in excess of 50% of the Contract Base Price (CBP) will not be recognized. When, the Monthly Base Price (Mbp) divided by the Contract Base Price (Cbp) is less than 0.50, the Fpa shall be calculated using a Cbp/Mbp ratio of 0.50.

For a Price Increase:

$$Fpa = [(Mbp/Cbp) - 1.10] \times Cbp \times Q$$

For a Price Decrease:

$$Fpa = [(Mbp/Cbp) - 0.90] \times Cbp \times Q$$

Where:

Fpa = Fuel Price Adjustment

Mbp = Monthly Base Price

Cbp = Contract Base Price

Q = The number of gallons of fuel used in the placement of items identified in Table A-1 during that month at the specified Fuel Usage Factor. Q will be determined by the Engineer for each category by multiplying the applicable Fuel Usage Factor by the sum of quantities of completed and accepted work for the specified items.

The total Monthly Fuel Price Adjustment will be the algebraic sum of the Fuel Price Adjustments for materials placed during the month for each applicable category identified in Table A-1. The Total Fuel Price Adjustment for the project will be the algebraic sum of all Monthly Fuel Price Adjustments.

The Department will calculate the Monthly and Total Fuel Price Adjustment on a monthly basis and make contract modifications as provided in Section C, Payment/Deduction.

C. Payment/Deduction: The Fuel Price Adjustment will be paid, or deducted, upon approval of a change order prepared after completion of all work. Contractor/(DBT) markups are not permitted. Partial payments or deductions will be processed prior to total completion when the unpaid accrued Total Fuel Price Adjustment exceeds \$10,000 or once every 12 months.

D. Expiration of Contract Time: When eligible items of work grouped by category and identified in Table A-1 are performed after expiration of contract time and liquidated damages are chargeable, the value of Monthly Base Price (Mbp) used to compute the price adjustment will be either the Monthly Base Price (Mbp) at the time of actual performance or the Monthly Base Price (Mbp) at the time contract time expired, whichever is less.

E. Extra Work: When eligible items of work grouped by category and identified in Table A-1 are added to the contract as Extra Work and for which a unit price is negotiated the Contractor/(DBT) must use the appropriate price for fuel when preparing required backup data for the negotiated price. No Fuel Price Adjustment will be made for fuel consumed in the performance of eligible work added to the contract as Extra Work at a negotiated price when the work commences within 90 days of the approval of the change order authorizing said extra work. If the eligible work at a negotiated price commences more than 90 days after the approval of the change order authorizing said extra work a Fuel Price Adjustment will be made if said extra work quantities exceed the applicable threshold quantity in Table A-1. The Fuel Price Adjustment will be calculated using the Monthly Base Price (Mbp) value for the month the change order authorizing said extra work was approved as the value for its Contract Base Price (Cbp).

When Extra Work is added to the contract as a Force Account operating costs for equipment used in the performance of this work will be paid in accordance with C&MS 109.05.C.4 with no further adjustment.

F. Final Quantities: Upon completion of the work and determination of final pay quantities a change order will be prepared to reconcile any difference between estimated quantities previously paid and the final quantities. In this situation, the value for the Monthly Base Price (Mbp) used in the price adjustment formula will be the average of all Monthly Base Price (Mbp) values previously used for computing price adjustments.

PN 530 – 04/15/2011 – ASPHALT BINDER PRICE ADJUSTMENT FOR SINGLE YEAR PROJECTS

Eligibility

If the Department's asphalt binder index has increased or decreased in excess of 15%, asphalt concrete may be eligible for a price adjustment. The total price adjustment must be more than \$100 for any contract item. Eligibility is determined as follows:

1. Any contract item listed in the Schedule of Contract Items specifying more than 500 CY (382 m³) of asphalt concrete and with more than 500 CY (382 m³) of asphalt concrete complete, in-place, and accepted; or
2. For design-build projects, any contract item listed in the Schedule of Contract Items and with more than 500 CY (382 m³) of asphalt concrete complete, in-place, and accepted.

Asphalt Binder Index

The Department will establish and publish the asphalt binder index for each month of each calendar year. The asphalt binder index will be posted on the Department's website.

The Department will establish the asphalt binder index based on the data provided in the Poten & Partners, Inc., Asphalt Weekly Monitor® (AWM) (<http://www.poten.com/copyright.asp>). The Department will use the selling price for PG 64-22 paving grade asphalt from the Midwest/Mid-continent Markets of Illinois/Michigan/Ohio/Indiana/Kentucky for the Ohio cities/areas listed. The Department will average the Ohio cities/areas low and high selling prices as published in the last weekly publishing period of each month that includes the last Friday of the month. This calculated asphalt binder index will be posted by the Department as the index for the following month.

The Director will determine the asphalt binder index in the event data from the AWM is unavailable for any reason.

Calculation

If the ratio of the Placing Index (PI) to the Bidding Index (BI) is greater than 1.15 or less than 0.85, the Department will adjust the compensation the Contractor receives for eligible quantities of asphalt concrete. The adjustment is based on the bid month and the month of asphalt concrete placement. The adjustment will apply to the price for asphalt binder used in eligible asphalt concrete quantities according to the following formula:

For a price increase:

$$PA = \left(\frac{PI}{BI} - 1.15 \right) \times C \times Q$$

For a price decrease:

$$PA = \left(\frac{PI}{BI} - 0.85 \right) \times C \times Q$$

Where:

PA = Price Adjustment

BI = Bidding Index, the asphalt binder index for the month the project is bid

PI = Placing Index, the asphalt binder index for the month the asphalt concrete is placed

C = BI x percent virgin asphalt binder / 100

Q = eligible quantity of asphalt concrete in tons (metric tons)

The percent of virgin asphalt binder used to calculate C is determined from the approved Job Mix Formula (JMF).

The eligible quantity of asphalt concrete, Q, is the complete, in-place, and accepted quantity in tons (metric tons) placed in the month being considered for price adjustment. If the quantity is paid in cubic yards (cubic meters), the Department will convert the volume into tons (metric tons) using the conversion factor established according to the Department's Construction and Material Specifications Item 401.21.

If eligible asphalt concrete is placed beyond an approved Contract Completion Date, the Department will base price adjustments on either the PI for the last month of the approved Contract Completion Date, or the PI for the actual month of placing, using whichever PI is less.

At a minimum, the Department will calculate and apply price adjustments at the end of each construction season and as soon as practical after the completion of the project.

PN 555 -4/19/2013 – SURFACE SMOOTHNESS FOR BRIDGES AND APPROACHES

1.0 DESCRIPTION: The Surface smoothness requirements of C&MS 451.12 are modified as follows for bridge encounters defined as 25 feet (7.6 m) of entry pavement, entry approach slab, bridge deck, exit approach slab and 25 feet (7.6 m) of exit pavement including all joints and pavement transitions within this length of roadway.

2.0 MATERIALS AND EQUIPMENT: Provide smoothness measuring equipment conforming to Supplement 1058. Provide a certified profiler who is on the approved list on the Office of Technical Services website. Furnish the Department's approval letter of the profiler and the operator to the Engineer prior to commencing work. Furnish equipment meeting the requirements of C&MS 257.02 for performing corrective diamond grinding.

3.0 SMOOTHNESS MEASUREMENT: Collect surface smoothness measurements for both wheelpaths in each proposed travel lane during one continuous pass. The wheelpaths are located parallel to the centerline or baseline of the roadway or ramp and approximately 3.0 feet (1.0 m) inside all lane edges, measured transversely. Start the profile measurement approximately 250 feet (76 m) before the approach slab/pavement interface at the entry end and continue to approximately 250 feet (76 m) after the approach slab/pavement interface at the exit end. Ensure the profiler will meet the surface smoothness requirements per 451.12 for the bridge encounter.

Notify the engineer a minimum of 24 hours prior to surface smoothness measurements. Do not perform any measurements until all final wearing courses are in place within the bridge encounter lanes being measured and all concrete surfaces have reached specified curing and loading requirements. Remove all dirt and debris from the surface of the travel lanes prior to performing the surface smoothness measurements. Provide temporary pavement markings for all travel lanes that are of sufficient size to be visible during surface smoothness measurements. Ensure the path of the profiler is parallel to the lane edges at all times during data collection.

Develop an International Roughness Index (IRI) according to ASTM E 1926 for the bridge encounter using a continuous 25 foot (7.6 m) base length analysis for each wheelpath and calculate the Mean IRI (MRI) for each travel lane. The MRI is the average of the IRI values for the right and left wheelpaths in each travel lane. Submit two copies of the summary report from ProVAL conforming to Supplement 1112 and two electronic copies of all bridge encounter profiles in ProVAL compatible format to the Engineer of which one copy of the summary report and one electronic copy of the profiles will be submitted to the Office of Technical Services.

Provide necessary traffic control and survey stationing for all surface smoothness measurements.

4.0 MANDATORY CORRECTIVE WORK: For bridge encounters exceeding 265 feet (80 m) in length, corrective work is required for each travel lane with an MRI above 130 inches per mile (2.08 m/km). Perform corrective action to reduce the MRI for each corrected lane to 100 inches per mile (1.58 m/km) or less. The MRI threshold does not apply to bridge encounters less than 265 feet (80 m) in length.

Corrective work is required where the IRI in any 25 foot (7.6 m) segment of the bridge encounter exceeds 250 inches per mile (3.94 m/km), except in segments that include a steel armored expansion joint system, where the limit would be 350 inches per mile (5.52 m/km). Perform corrective action to reduce the IRI for each corrected lane to 250 inches per mile (3.16 m/km) or less, except in segments that include a steel armored expansion joint system, reduce the IRI for each corrected lane to 350 inches per mile (4.74 m/km), or less. Do not perform corrective diamond grinding within 1.5 feet (0.45 m) of a steel armored expansion joint system installed prior to the corrective work. Do not exceed 0.5 inches (13 mm) of material removed by corrective diamond grinding without approval of the Engineer.

If corrective work is required, develop a corrective work plan. At least 7 days before beginning corrective work, submit one copy of the following information to the Engineer: (1) corrective work plan; (2) all IRI and MRI analyses; and (3) all collected road profiles in ProVAL compatible format and one copy of the information will be sent to the Office of Technical Services; Attn.: Infrastructure Management Section, 1980 W. Broad St., Columbus, OH 43223. Do not begin corrective work until receiving the Engineer's acceptance of the corrective work plan.

Upon completion of the corrective work, re-measure surface smoothness according to these specifications. Re-groove diamond ground surfaces according to 511.17, if the existing grooves are less than 0.08 inches (2 mm) deep, at no additional cost to the Department.

UTILITY NOTE
Stark County – State Route 241 – Section 11.29
PID #84572
August 28, 2013

- Bidders are advised that the following utility facilities may not be cleared from the construction area at the time of award of the contract. These utility facilities shall remain in place **or** be relocated within the construction limits of the project as set out below.
- All station locations listed below are approximate unless otherwise stated.
- Relocations are based on the *Proposed R/W & Construction Centerline*.
- The horizontal and vertical locations of the underground utilities shown in the highway plans, within the project limits, were located by Cardno TBE Group, a Subsurface Utility Engineering consultant. If there are any discrepancies between field markings and what the highway plan indicates, please contact Matthew Steele, ODOT District 4 Utilities Coordinator 330-786-4832 prior to any subsurface work being initiated. If applicable, the test hole data sheets will be provided in the construction plans.
- All changes to relocation work as described in the Utility Note must be approved by the ODOT Project Engineer and District Utilities Coordinator. ODOT shall not be held responsible for delay claims resulting from agreements made between the utility companies and the State's Highway Contractor without ODOT's prior consent to the agreement.
- The State's Highway Contractor shall notify ODOT's Project Engineer, **in writing**, within **24 hours** of any project related contact with a utility company.
- Company work time frames **DO NOT** include Ohio Revised Code 48 hour One Call requirements.
- It **should not** be assumed a Company's work, in all locations, can be performed concurrently, unless otherwise noted. The number of working days for a Company to perform their relocation work may not be consecutive.
- Non-compliance in meeting established target dates could cause ODOT to incur project delays and/or additional costs. In this regard, 5515.02 ORC gives the Department the authority to ensure project clearance and recover costs.
- For further responsibilities of the State's Highway Contractor and Utility Companies, see the *Department of Transportation Construction and Material Specifications*, sections 105.07 & 107.16.

*****NOTE***All aerial and underground relocation work shall be completed no later than December 12, 2013, except as stated herein.**

Ohio Edison

The Company has facilities within the project limits as shown on the plans. The maximum operating voltage for the distribution lines is 9.6 kV. The Company does not anticipate any conflicts with proposed work. If a conflict does arise, the State's Highway Contractor will immediately contact the Company and ODOT Project Engineer so the proper actions can be taken to prevent delay of construction

Unless otherwise specified, the overhead conductors within this project area will remain energized for the duration of the project. Caution must be exercised by the State's Highway Contractor to insure that OSHA safety standards are observed.

The Company has facilities within the project limits as shown on the plans. The Company does not anticipate any conflicts with proposed work. If a conflict does arise, the State's Highway Contractor will immediately contact the Company and ODOT Project Engineer so the proper actions can be taken to prevent delay of construction.

Massillon Cable

The Company has facilities within the project limits as shown on the plans. The Company does not anticipate any conflicts with proposed work. If a conflict does arise, the State's Highway Contractor will immediately contact the Company and ODOT Project Engineer so the proper actions can be taken to prevent delay of construction.

AT&T

The Company has facilities within the project limits as shown on the plans. The Company does not anticipate any conflicts with proposed work. If a conflict does arise, the State's Highway Contractor will immediately contact the Company and ODOT Project Engineer so the proper actions can be taken to prevent delay of construction.

Dominion East Ohio Gas

The Company has facilities within the project limits as shown on the plans. The Company does not anticipate any conflicts with proposed work. If a conflict does arise, the State's Highway Contractor will immediately contact the Company and ODOT Project Engineer so the proper actions can be taken to prevent delay of construction.

The State's Highway Contractor shall use caution when digging near the Company's facilities including but not limited to test boxes, curb stops, gate valve boxes, mainline and services. Costs incurred by damages to the Company's facilities could be billed to damaging party.

Aqua Ohio

The Company has facilities within the project limits as shown on the plans. The Company does not anticipate any conflicts with proposed work. If a conflict does arise, the State's Highway Contractor will immediately contact the Company and ODOT Project Engineer so the proper actions can be taken to prevent delay of construction.

Stark County Metro Sewer District

The Company has facilities within the project limits as shown on the plans. The Company does not anticipate any conflicts with proposed work. If a conflict does arise, the State's Highway Contractor will immediately contact the Company and ODOT Project Engineer so the proper actions can be taken to prevent delay of construction.

Project Number: 148000

To the Director of the Ohio Department of Transportation: The undersigned, having full knowledge of the site, plans and specifications for the following improvement and the conditions of this proposal, hereby agrees to furnish all services, labor, materials, and equipment necessary to complete the entire project, according to the plans, specifications and completion dates, and to accept the unit prices specified below for each item as full compensation for the work in this proposal.

Date Set for Completion: **8/31/2014**

Unit Price Contract

FOR IMPROVING SECTIONS STA-241-(11.29)(14.67), STATE ROUTE 241, JACKSON TOWNSHIP, STARK COUNTY, OHIO, IN ACCORDANCE WITH PLANS AND SPECIFICATIONS BY EXCAVATION/EMBANKMENT FOR PAVEMENT WIDENING, MINOR DRAINAGE WORK, PAVEMENT PLANING, ASPHALT PAVING, TRAFFIC SIGNALS, MISCELLANEOUS BRIDGE REPAIRS, AND PAVEMENT MARKINGS.

Project Length: 6.61 Miles

Work Length: 6.61 Miles

Pavement Width: Varies

Project Number: 148000

Section 0001 ROADWAY

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0001		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0002		202E23000	PAVEMENT REMOVED (WT: NR)	NR	SY	9.000
0003		202E23500	WEARING COURSE REMOVED (WT: NR)	NR	SY	1,758.000
0004		202E30000	WALK REMOVED (WT: NR)	NR	SF	193.000
0005		202E32000	CURB REMOVED (WT: NR)	NR	FT	26.000
0006		202E32500	CURB AND GUTTER REMOVED (WT: NR)	NR	FT	40.000
0007		202E35100	PIPE REMOVED, 24" AND UNDER (WT: NR)	NR	FT	189.000
0008		202E35200	PIPE REMOVED, OVER 24" (WT: NR)	NR	FT	39.000
0009		202E38000	GUARDRAIL REMOVED (WT: NR)	NR	FT	137.500
0010		202E58100	CATCH BASIN REMOVED (WT: NR)	NR	EACH	1.000
0011		202E98100	REMOVAL MISC.:BARRIER REFLECTORS (WT: NR)	NR	EACH	20.000
0012		203E10000	EXCAVATION (WT: 06)	06	CY	554.000
0013		203E20000	EMBANKMENT (WT: 06)	06	CY	9.000
0014		204E10000	SUBGRADE COMPACTION (WT: 06)	06	SY	413.000
0015		209E60200	LINEAR GRADING (WT: 06)	06	STA	375.000
0016		209E72001	PREPARING SUBGRADE FOR SHOULDER PAVING, AS PER PLAN (WT: 06)	06	STA	528.000
0017		606E15050	GUARDRAIL, TYPE MGS (WT: 36)	36	FT	50.000
0018		606E26050	ANCHOR ASSEMBLY, MGS TYPE B (WT: 36)	36	EACH	1.000
0019		606E26100	ANCHOR ASSEMBLY, TYPE E (WT: 36)	36	EACH	1.000
0020		606E35140	BRIDGE TERMINAL ASSEMBLY, TYPE 4 (WT: 36)	36	EACH	2.000
0021		608E10000	4" CONCRETE WALK (WT: 38)	38	SF	384.000
0022		608E52000	CURB RAMP (WT: 38)	38	SF	44.000
0023		608E53020	DETECTABLE WARNING (WT: NR)	NR	SF	128.000
0024		623E38501	MONUMENT ASSEMBLY, AS PER PLAN (WT: NR)	NR	EACH	1.000
0025		690E50100	SPECIAL - MAILBOX SUPPORT SYSTEM, SINGLE (WT: NR)	NR	EACH	1.000

Section 0002 EROSION CONTROL

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0026		659E00300	TOPSOIL (WT: 46)	46	CY	26.000
0027		659E10000	SEEDING AND MULCHING (WT: 46)	46	SY	21,070.000
0028		659E14000	REPAIR SEEDING AND MULCHING (WT: 46)	46	SY	12.000
0029		659E20000	COMMERCIAL FERTILIZER (WT: 46)	46	TON	2.840

Project Number: 148000

0030		659E31000	LIME (WT: 46)	46	ACRE	4.350
0031		659E35000	WATER (WT: 46)	46	MGAL	58.000
0032		690E98100	SPECIAL - MISC.:CONSTRUCTION FENCE (WT: NR)	NR	FT	200.000
0033		690E98100	SPECIAL - MISC.:PERIMETER FILTER FABRIC FENCE (WT: NR)	NR	FT	200.000
0034		832E30000	EROSION CONTROL (WT: 08)	08	EACH	1,000.000

Section 0003 DRAINAGE

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0035		605E14020	6" BASE PIPE UNDERDRAINS WITH FABRIC WRAP (WT: 35)	35	FT	422.000
0036		611E04400	12" CONDUIT, TYPE B (WT: 35)	35	FT	166.000
0037		611E04600	12" CONDUIT, TYPE C (WT: 35)	35	FT	16.000
0038		611E10600	24" CONDUIT, TYPE C (WT: 35)	35	FT	6.000
0039		611E16400	36" CONDUIT, TYPE B (WT: 35)	35	FT	46.000
0040		611E98540	CATCH BASIN, NO. 2-4 (WT: 35)	35	EACH	1.000
0041		611E98630	CATCH BASIN ADJUSTED TO GRADE (WT: 35)	35	EACH	2.000

Section 0004 PAVEMENT

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0042		251E01000	PARTIAL DEPTH PAVEMENT REPAIR (WT: 16)	16	SY	500.000
0043		253E01000	PAVEMENT REPAIR (WT: 16)	16	SY	100.000
0044		254E01000	PAVEMENT PLANING, ASPHALT CONCRETE (WT: 13)	13	SY	115,569.000
0045		255E20000	FULL DEPTH PAVEMENT SAWING (WT: 15)	15	FT	300.000
0046		301E46000	ASPHALT CONCRETE BASE, PG64-22 (WT: 10)	10	CY	96.000
0047		304E20001	AGGREGATE BASE, AS PER PLAN (WT: 09)	09	CY	87.000
0048		407E20500	SPECIAL - TACK COAT, TRACKLESS TACK (WT: 10)	10	GAL	22,120.000
0049		408E10000	PRIME COAT (WT: 10)	10	GAL	166.000
0050		424E10000	FINE GRADED POLYMER ASPHALT CONCRETE, TYPE A (WT: 10)	10	CY	2,520.000
0051		448E46020	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, PG64-22 (WT: 10)	10	CY	4,042.000
0052		448E46021	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, PG64-22, AS PER PLAN (WT: 10)	10	CY	4.000
0053		609E12000	COMBINATION CURB AND GUTTER, TYPE 2 (WT: 38)	38	FT	40.000
0054		617E10101	COMPACTED AGGREGATE, AS PER PLAN (WT: 06)	06	CY	649.000

Project Number: 148000

Section 0005 TRAFFIC CONTROL

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0055		621E10000	RPM, LOW PROFILE, YELLOW/YELLOW (WT: 41)	41	EACH	469.000
0056		621E10020	RPM, LOW PROFILE WHITE/RED (WT: 41)	41	EACH	68.000
0057		621E54000	RAISED PAVEMENT MARKER REMOVED (WT: NR)	NR	EACH	357.000
0058		626E00100	BARRIER REFLECTOR (WT: NR)	NR	EACH	29.000
0059		644E00100	EDGE LINE, 4" (WT: 45)	45	MILE	11.540
0060		644E00300	CENTER LINE (WT: 45)	45	MILE	6.180
0061		644E00400	CHANNELIZING LINE, 8" (WT: 45)	45	FT	1,120.000
0062		644E00500	STOP LINE (WT: 45)	45	FT	206.000
0063		644E00700	TRANSVERSE/DIAGONAL LINE (WT: 45)	45	FT	710.000
0064		644E00900	ISLAND MARKING (WT: 45)	45	SF	171.000
0065		644E01300	LANE ARROW (WT: 45)	45	EACH	20.000
0066		644E30000	REMOVAL OF PAVEMENT MARKING (WT: 45)	45	FT	36.000

Section 0006 TRAFFIC SIGNALS

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0067		625E25300	CONDUIT, 1-1/2", 725.04 (WT: 43)	43	FT	271.000
0068		625E25500	CONDUIT, 3", 725.04 (WT: 43)	43	FT	13.000
0069		625E29000	TRENCH (WT: 43)	43	FT	284.000
0070		625E30700	PULL BOX, 725.08, 18" (WT: 43)	43	EACH	3.000
0071		625E30706	PULL BOX, 725.08, 24" (WT: 43)	43	EACH	1.000
0072		625E32000	GROUND ROD (WT: 43)	43	EACH	3.000
0073		625E36000	PLASTIC CAUTION TAPE (WT: 43)	43	FT	280.000
0074		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	1.000
0075		632E05007	VEHICULAR SIGNAL HEAD, (LED), BLACK, 3-SECTION, 12" LENS, 1-WAY, POLYCARBONATE, WITH BACKPLATE, AS PER PLAN (WT: 44)	44	EACH	4.000
0076		632E05087	VEHICULAR SIGNAL HEAD, (LED), BLACK, 5-SECTION, 12" LENS, 1-WAY, POLYCARBONATE, WITH BACKPLATE, AS PER PLAN (WT: 44)	44	EACH	2.000
0077		632E20600	PEDESTRIAN SIGNAL HEAD, TYPE D2 (WT: 44)	44	EACH	2.000
0078		632E20750	ACCESSIBLE PEDESTRIAN PUSHBUTTON (WT: 44)	44	EACH	2.000
0079		632E25000	COVERING OF VEHICULAR SIGNAL HEAD (WT: 44)	44	EACH	6.000
0080		632E26500	DETECTOR LOOP (WT: 44)	44	EACH	4.000
0081		632E26501	DETECTOR LOOP, AS PER PLAN (WT: 44)	44	EACH	13.000

Project Number: 148000

0082	632E30200	MESSENGER WIRE, 7 STRAND, 3/8" DIAMETER WITH ACCESSORIES (WT: 44)	44	FT	433.000
0083	632E30600	TETHER WIRE, WITH ACCESSORIES (WT: 44)	44	FT	154.000
0084	632E40300	SIGNAL CABLE, 3 CONDUCTOR, NO. 14 AWG (WT: 44)	44	FT	186.000
0085	632E40500	SIGNAL CABLE, 5 CONDUCTOR, NO. 14 AWG (WT: 44)	44	FT	285.000
0086	632E40700	SIGNAL CABLE, 7 CONDUCTOR, NO. 14 AWG (WT: 44)	44	FT	275.000
0087	632E64010	SIGNAL SUPPORT FOUNDATION (WT: 44)	44	EACH	3.000
0088	632E65200	LOOP DETECTOR LEAD-IN CABLE (WT: 44)	44	FT	1,066.000
0089	632E69300	POWER CABLE, 3 CONDUCTOR, NO. 4 AWG (WT: 44)	44	FT	39.000
0090	632E70001	POWER SERVICE, AS PER PLAN (WT: 44)	44	EACH	1.000
0091	632E70300	CONDUIT RISER, 1-1/2" DIAMETER (WT: 44)	44	EACH	2.000
0092	632E82600	STRAIN POLE, TYPE TC-81.10, DESIGN 6 (WT: 44)	44	EACH	1.000
0093	632E83000	STRAIN POLE, TYPE TC-81.10, DESIGN 10 (WT: 44)	44	EACH	1.000
0094	632E83100	STRAIN POLE, TYPE TC-81.10, DESIGN 11 (WT: 44)	44	EACH	1.000
0095	633E01581	CONTROLLER UNIT, TYPE TS2/A2, WITH CABINET, TYPE TS1, AS PER PLAN (WT: 44)	44	EACH	1.000
0096	633E67000	CABINET RISER (WT: 44)	44	EACH	1.000
0097	633E67100	CABINET FOUNDATION (WT: 44)	44	EACH	1.000
0098	633E67200	CONTROLLER WORK PAD (WT: 44)	44	EACH	1.000
0099	633E75001	UNINTERRUPTIBLE POWER SUPPLY (UPS), 1000 WATT, AS PER PLAN (WT: 44)	44	EACH	1.000

Section 0007 MAINTENANCE OF TRAFFIC

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0100		614E11110	LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE (WT: 39)	39	HOUR	16.000
0101		614E12460	WORK ZONE MARKING SIGN (WT: 39)	39	EACH	40.000
0102		614E13000	ASPHALT CONCRETE FOR MAINTAINING TRAFFIC (WT: 39)	39	CY	20.000
0103		614E21400	WORK ZONE CENTER LINE, CLASS II (WT: 39)	39	MILE	12.360
0104		614E21550	WORK ZONE CENTER LINE, CLASS III, 642 PAINT (WT: 39)	39	MILE	6.180
0105		614E22350	WORK ZONE EDGE LINE, CLASS III, 642 PAINT (WT: 39)	39	MILE	11.540
0106		614E23000	WORK ZONE CHANNELIZING LINE, CLASS I (WT: 39)	39	FT	2,140.000
0107		614E23680	WORK ZONE CHANNELIZING LINE, CLASS III, 642 PAINT (WT: 39)	39	FT	1,070.000
0108		614E26000	WORK ZONE STOP LINE, CLASS I (WT: 39)	39	FT	360.000
0109		614E26610	WORK ZONE STOP LINE, CLASS III, 642 PAINT (WT: 39)	39	FT	180.000
0110		616E10000	WATER (WT: NR)	NR	MGAL	1.000

Project Number: 148000

Section 0008 STRUCTURE REPAIR BRIDGE NO. STA-241-1467

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0111		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0112		202E11201	PORTIONS OF STRUCTURE REMOVED, AS PER PLAN (WT: 19)	19	LS	1.000
0113		202E23500	WEARING COURSE REMOVED (WT: NR)	NR	SY	256.000
0114		203E40000	BORROW (WT: 21)	21	CY	2.000
0115		407E20500	SPECIAL - TACK COAT, TRACKLESS TACK (WT: 10)	10	GAL	39.000
0116		407E20510	SPECIAL - TACK COAT, TRACKLESS TACK FOR INTERMEDIATE COURSE (WT: 10)	10	GAL	11.000
0117		424E10000	FINE GRADED POLYMER ASPHALT CONCRETE, TYPE A (WT: 10)	10	CY	6.000
0118		448E46020	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, PG64-22 (WT: 10)	10	CY	18.000
0119		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) (WT: 57)	57	SY	5.000
0120		512E33010	TYPE 3 WATERPROOFING (WT: 40)	40	SY	93.000
0121		518E22300	SPECIAL - STEEL DRIP STRIP (WT: 21)	21	FT	36.000
0122		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	150.000
0123		519E12304	SPECIAL - PATCHING CONCRETE BRIDGE DECK - TYPE C (WT: 29)	29	SY	3.000
0124		530E00800	SPECIAL - STRUCTURE, MISC.:CONCRETE SPALL REMOVAL (WT: 21)	21	SY	5.000
0125		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	15.000
0126		630E80100	SIGN, FLAT SHEET, 730.20 (WT: 42)	42	SF	2.000
0127		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	1.000
0128		630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	1.000
0129		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	75.000

Section 0009 BRIDGE NO. STA-241-1482

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0130		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0131		202E70100	SPECIAL - PIPE CLEANOUT (WT: NR)	NR	FT	74.000
0132		203E40000	BORROW (WT: 21)	21	CY	4.000
0133		503E11100	COFFERDAMS AND EXCAVATION BRACING (WT: 21)	21	LS	1.000
0134		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	75.000
0135		611E96550	FIELD PAVING OF EXISTING PIPETWIN 7'-3"X5'-3" CMP ARCH (WT: 35)	35	FT	54.000
0136		613E41200	LOW STRENGTH MORTAR BACKFILL (WT: 21)	21	CY	1.000
0137		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	15.000
0138		630E80100	SIGN, FLAT SHEET, 730.20 (WT: 42)	42	SF	2.000

Project Number: 148000

0139		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	2.000
0140		630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	2.000
0141		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	50.000

Section 0010 BRIDGE NO. STA-241-1714

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0142		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0143		202E11201	PORTIONS OF STRUCTURE REMOVED, AS PER PLAN (WT: 19)	19	LS	1.000
0144		202E23500	WEARING COURSE REMOVED (WT: NR)	NR	SY	74.000
0145		407E20500	SPECIAL - TACK COAT, TRACKLESS TACK (WT: 10)	10	GAL	11.000
0146		407E20510	SPECIAL - TACK COAT, TRACKLESS TACK FOR INTERMEDIATE COURSE (WT: 10)	10	GAL	3.000
0147		424E10000	FINE GRADED POLYMER ASPHALT CONCRETE, TYPE A (WT: 10)	10	CY	2.000
0148		448E46020	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, PG64-22 (WT: 10)	10	CY	5.000
0149		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) (WT: 57)	57	SY	5.000
0150		512E33010	TYPE 3 WATERPROOFING (WT: 40)	40	SY	72.000
0151		518E22300	SPECIAL - STEEL DRIP STRIP (WT: 21)	21	FT	45.000
0152		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	100.000
0153		519E12304	SPECIAL - PATCHING CONCRETE BRIDGE DECK - TYPE C (WT: 29)	29	SY	3.000
0154		530E00800	SPECIAL - STRUCTURE, MISC.:CONCRETE SPALL REMOVAL (WT: 21)	21	SY	5.000
0155		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	15.000
0156		630E80100	SIGN, FLAT SHEET, 730.20 (WT: 42)	42	SF	2.000
0157		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	1.000
0158		630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	1.000
0159		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	75.000

Section 0011 INCIDENTALS

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0160		103E05000	PREMIUM FOR CONTRACT PERFORMANCE BOND AND FOR PAYMENT BOND (WT: NR)	NR	LS	1.000
0161		614E11000	MAINTAINING TRAFFIC (WT: 39)	39	LS	1.000
0162		619E16010	FIELD OFFICE, TYPE B (WT: NR)	NR	MNTH	6.000
0163		623E10000	CONSTRUCTION LAYOUT STAKES AND SURVEYING (WT: NR)	NR	LS	1.000
0164		624E10000	MOBILIZATION (WT: NR)	NR	LS	1.000