

**Project Number:** 110253

**PID #:** 87925

**Contract ID:** SUM87925

**EDGE Goal:** 7%

Summit

IR-76-5.92

(CITY OF AKRON, COVENTRY TOWNSHIP)

SLIDE REPAIR

Work Type Percentage Performed by Prime: 50

THE 2010 CONSTRUCTION AND MATERIAL SPECIFICATION BOOK IS PART OF THE  
BIDDING DOCUMENTS ON THIS PROJECT

# PROPOSAL

STATE OF OHIO

DEPARTMENT OF TRANSPORTATION

Jerry Wray, Director

\_\_\_\_\_  
**April 21, 2011**  
\_\_\_\_\_

Submitted by \_\_\_\_\_

Bidder Id \_\_\_\_\_

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## **PN 003 - 10/15/2004 - TITLE VI RELATED STATUTES NON-DISCRIMINATION STATEMENT**

The Ohio Department of Transportation, under Title VI of the Civil Rights Act and related statutes, ensures that no person in the Department of Transportation, shall on the grounds of race, color, national origin, sex, disability or age be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity it administers.

## **PN 006 10/15/2004 - NOTICE TO BIDDERS**

### **Prequalification**

Bidders must apply for prequalification with the Department's Office of Contracts, Contractor Qualifications Section, at least 30 days before the date set to open bids.

### **Certificate of Compliance with Affirmative Action Programs**

No contract shall be entered into unless the bidder possesses a valid Certificate of Compliance with Affirmative Action Programs, issued by the State EEO Coordinator, Certification Section, 77 South High Street, 24th Floor, Columbus, Ohio 43215, dated no earlier than 180 days prior to the date fixed for the opening of bids.

## **PN 019 – 04/15/2005 - 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 state's estimate. (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 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 014 - 06/29/2010 - DRUG-FREE WORKPLACE**

The prime contractor agrees to comply with all applicable state and federal laws regarding drug-free safety program (DFWP). The prime contractor shall make a good faith effort to ensure that all its employees, while working on an ODOT project, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

The prime contractor shall also require that this contractual obligation be placed in all subcontractor and materialman contracts that it enters into and further require that all subcontractors and materialmen place the same contractual obligations in each of their lower tier contracts.

**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 - 01/15/2010 - 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:

Policy 27-003 (P) Partnering On Construction Projects

Policy 27-009 (P) Acceptance of Nonspecification Material on Construction Projects

Standard Procedures:

510-003 (SP) Standard Procedure for Formal Partnering of Construction Projects

510-004 (SP) Standard Procedure for Preconstruction Conferences & Informal Partnering

510-008 (SP) Standard Procedure for Value Engineering In Construction

510-009 (SP) Acceptance of Nonspecification Material on Construction Projects

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.asp>

X.

**PN 027 - 10/15/2004 - IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

**PN 037 - 04/18/2008 - UTILITY NOTE**

The contractor must exercise caution when working in proximity to the existing and /or relocated utility facilities.

Sections 105.07 and 107.16 of the Department of Transportation Construction and Material Specifications require that the contractor cooperate with all utilities located within the limits of this construction project and take responsibility for the protection of the utility property and services.

If the contractor is directed by a utility company to perform any work not specifically contained in this note, the Department will not compensate the contractor for this work unless the Department approves the request in writing before the work begins. If the work is not preapproved by the Department, the contractor will be responsible for obtaining reimbursement for its work from the utility company which directed the contractor to perform the work.

In the event that the contractor requests that additional work, not specifically contained in this note, be performed by a utility company, the contractor will be responsible for reimbursing the utility company for the additional work unless the Department has agreed in writing to pay for the additional work before the work begins.

**PN 022 - 06/23/2009 - ENCOURAGING DIVERSITY, GROWTH AND EQUITY (EDGE) REQUIREMENTS**

Pursuant to Ohio Revised Code 123.152, the percentage indicated on the front cover of this bid is the percent of the awarded Contractor's bid. The percentage goal may be met if the Contractor is EDGE certified or by subcontracting to certified EDGE firms. EDGE certified firms are those who have been certified by the Ohio Department of Administrative Services. If not EDGE certified, the Contractor must use its best efforts to solicit quotes from and to utilize EDGE subcontractors/suppliers on this project.

**WAIVER PROCESS FOR EDGE GOAL**

If not EDGE certified, the Contractor must document the progress and efforts made in securing the services of EDGE subcontractors/suppliers. In the event the Contractor is unable to meet the EDGE Goal placed on this project, a request for a waiver of all or part of the goal may be made to the Office of Contracts. The written request must indicate a good faith effort was made to meet the goal and be sent to the Administrator, Office of Contracts, 1980 West Broad Street, Columbus, Ohio, 43223. There will be no extension of time for the project granted if the Contractor wishes to avail itself of this process. If an item of work subcontracted to an EDGE 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 Contractor must provide the following information and documentation when requesting EDGE goal waiver:

1. Dollar value and % of EDGE goal. Dollar value and % of waiver request.
2. Signed copy of each subcontract or purchase order agreement between the prime and EDGE subcontractor/supplier utilized in meeting the contract goal.
3. Copy of dated written communication, fax confirmation, personal contact, follow up and negotiation with the EDGE firm.

4. Copy of dated written communication and/or fax confirmation that bidder solicited and provided EDGE 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 EDGE 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 EDGE firms that were not interested in providing a quote for the project.
7. Documentation of all negotiating efforts and reason for rejecting quotes from EDGE firms.
8. Documentation of good faith efforts (GFE) to meet the EDGE 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 EDGE goal.

The Administrator 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: Administrator, Office of Contracts  
1980 West Broad Street  
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 may be appealed to the Franklin County Court of Common Pleas.

#### **AFFIDAVIT OF SUBCONTRACTOR PAYMENT**

The Ohio Revised Code 123.152, requires the Ohio Department of Transportation (ODOT) to monitor and verify that work subcontracted to Encouraging Diversity, Growth and Equity (EDGE) firms is actually performed by the EDGE firms. The affidavit seeks to verify actual payments made to EDGE firms on the project. Each EDGE 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 Contractor and subcontractor, or by the subcontractor and EDGE subcontractor, 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.



## **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 EDGE participation over EDGE goals;
  - b. annual EDGE participation on projects without goals;
  - c. number of complaints the Ohio Department of Transportation has received from EDGE firms 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 016 - 10/15/2004 -STATE EEO CERTIFICATION CLAUSE**

The hiring of employees for the performance of work under this contract shall be done in accordance with Sections 153.59 and .591, of the Ohio Revised Code, the Governor's Executive Order of January 27, 1972, including Appendices "A" and "B" and the Governor's amended Executive Order 84-9 of November 30, 1984. The successful contractor shall not discriminate against or intimidate any person hired for the performance of the work by reason of race, color, religion, national origin, ancestry, sex or handicap. For any violation the contractor shall suffer such penalties as provided for in Section 153.60, of the Ohio Revised Code, and the Governor's Executive Order of January 27, 1972. The bidder also agrees that upon the award of this contract he shall incorporate this certification in all subcontracts on this project regardless of tier.

### **PN 034 - 10/15/2010 - DRUG FREE SAFETY PROGRAM**

During the life of this project, the Contractor and all its Subcontractors, that provide labor on the Project site, must be enrolled in and remain in good standing in the Ohio Bureau of Worker's Compensation ("OBWC") Drug-Free Workplace Program ("DFSP") or a comparable program approved by the OBWC.

In addition to being enrolled in and in good standing in an OBWC-approved DFWP or a comparable program approved by the OBWC, the Department requires each Contractor and Subcontractor that provides labor, to subject its employees who perform labor on the project site to random drug testing of 5 percent of its employees. The random drug testing percentage must also include the on-site supervisors of the Contractors and Subcontractors. Upon request, the Contractor and Subcontractor shall provide evidence of required testing to the Department.

Each Subcontractor shall require all lower-tier Subcontractors that provides labor on the project site with whom the Subcontractor is in contract for the Work to be enrolled in and be in good standing in the OBWC DFWP or an OBWC-approved DFSP prior to a lower-tier Subcontractor providing labor at the Site.

The Department will declare a bid non-responsive and ineligible for award if the Contractor is not enrolled and in good standing in the Ohio Bureau of Workers' Compensation's Drug-Free Workplace (DFSP) Discount Program or a similar program approved by the Bureau of Workers' Compensation within 8 days of the bid opening. Furthermore, the Department will deny all requests to sublet when the subcontractor does not comply with the provisions of this proposal note.

Failure of the Contractor to require a Subcontractor to be enrolled in and be in good standing in the OBWC DFWP or an OBWC-approved DFWP prior to the time that the Subcontractor provides labor at the Site, shall result in the Contractor being found in breach of the Contract and that breach shall be used in the responsibility analysis of that Contractor or the Subcontractor who was not enrolled in a program for future contracts with the State for five years after the date of the breach.

### **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.

<b>Work Type Code</b>	<b>Work Type Description</b>	<b>Work Type Code</b>	<b>Work Type Description</b>
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 060 - 04/18/2008 - PREVAILING WAGES ON STATE PROJECTS WITH NO FEDERAL AID**

The following is in addition to Section 108.10.

This contract is subject to Ohio Prevailing Wage Laws, Chapter 4115 of the Ohio Revised Code and the Contractor and all subcontractors shall comply with all provisions contained therein or as otherwise provided by this note. The Contractor guarantees that the prevailing wage scale to be paid to all laborers and mechanics employed on this contract shall be in accordance with the schedule of the prevailing hourly wage and fringe benefits as determined by the Ohio Department of Commerce for the county in which the work is being performed. 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 revocation of the contractor's and/or subcontractor's certificate of qualification and debarment. A schedule of the most current prevailing wage rates may be accessed by registering with the Ohio Department of Commerce, Labor and Worker Safety Division, Wage and Hour Bureau at the following web address:

<http://198.234.41.198/w3/webwh.nsf?Opendatabase>

***The Contractor and all subcontractors shall compensate the employees on this contract at a pay rate not less than the hourly wage and fringe rate listed on the website noted above, for the applicable job classification or as may be modified by the Ohio Department of Commerce, Division of Labor and Worker Safety Wage and Hour Bureau, when new prevailing rates are established.***

Overtime shall be paid at one and one-half times the basic hourly rate for any hours worked beyond forty hours during a pay week. The Contractor and all subcontractors shall pay all compensation by company check to the worker and fringe benefit program.

The wage and fringe rates determined for this project or as may be later modified, 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 or otherwise made available to the workers. On the first pay date of contract work the Contractor and all subcontractors shall furnish each employee covered by prevailing wage a completed form whpw1512 in accordance with section 4115.05 of the Ohio Revised Code, showing the classification, hourly pay rate, fringes, and identifying the District Prevailing Wage Coordinator (DPWC), if such employees are not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of labor. These forms shall be signed by the Contractor or subcontractor and the employee and kept in the Contractor's or subcontractor's payroll files.

The Contractor and all subcontractors shall submit to the DPWC or other designated Department representative, certified payrolls on form whpw1509 or equivalent, in accordance with sections 4115.07 and 4115.071 (C) of the Ohio Revised Code, three weeks after the start of work and every subsequent week until the completion of the contract. 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. Upon completion of the contract and before the final payment, the Contractor shall submit to the DPWC a final wage affidavit in accordance with section 4115.07 of the Ohio Revised Code stating that wages have been paid in conformance with the minimum rates set forth in the contract. Please be aware that it is ultimately the responsibility of the Contractor to ensure that all laws relating to prevailing wages in Chapter 4115 of the Ohio Revised Code, are strictly adhered to by all subcontractors.

The Contractor and all subcontractors shall make all of its payroll records available for inspection, copying or transcription by any authorized representative of the contracting agency. Additionally, the Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.

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 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.

## UTILITY NOTE

**Summit County – Interstate Route 76– Section 5.92 PID #87925**

**January 10, 2011**

- 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 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, test hole data sheets will be provided to ODOT's Project Engineer and the State's Highway Contractor at the Pre-Construction Meeting.
- 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.
- Utility relocation work is based on the sequence of construction in the highway plan. Any changes made to the sequence of construction, after the project is sold, may impact the utility relocation completion dates.
- 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 April 7, 2011, except as stated herein.**

### *Ohio Edison*

The Company has aerial lines throughout the project for the entire length of the project. 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 does not anticipate any conflicts with proposed work. If a conflict does arise, the State's Highway Contractor will immediately contact the Company and the ODOT Project Engineer so the proper actions can be taken to prevent delay of construction.

***AT&T***

The Company has aerial lines throughout the project for the entire length of the project. 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 the ODOT Project Engineer so the proper actions can be taken to prevent delay of construction.

***Frontier***

The Company has aerial lines throughout the project for the entire length of the project. 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 the ODOT Project Engineer so the proper actions can be taken to prevent delay of construction.

***Time Warner Cable***

The Company has aerial lines throughout the project for the entire length of the project. 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 the ODOT Project Engineer so the proper actions can be taken to prevent delay of construction.

***Dominion East Ohio***

The Company has buried gas lines throughout the project for the entire length of the project. 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.

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 the ODOT Project Engineer so the proper actions can be taken to prevent delay of construction.

***City of Akron (Water)***

The Company has buried lines throughout the project for the entire length of the project. 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 the ODOT Project Engineer so the proper actions can be taken to prevent delay of construction.

***City of Akron (Sewer)***

The Company has buried lines throughout the project for the entire length of the project. 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 the ODOT Project Engineer so the proper actions can be taken to prevent delay of construction.

**Project Number: 110253**

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: **9/30/2011**

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**Unit Price Contract**

FOR IMPROVING SECTION SUM-76-5.92, INTERSTATE ROUTE 76 IN THE CITY OF AKRON, COVENTRY TOWNSHIP, SUMMIT COUNTY, OHIO, IN ACCORDANCE WITH PLANS AND SPECIFICATIONS BY CONSTRUCTING A SOLDIER PILE RETAINING WALL.

Project Length: 0.06 Miles

Work Length: 0.07 Miles

Pavement Width: 36.00 Feet



Project Number: 110253

**Section 0001 ROADWAY**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0001		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0002		202E23010	PAVEMENT REMOVED, ASPHALT (WT: NR)	NR	SY	23.000
0003		202E32000	CURB REMOVED (WT: NR)	NR	FT	26.000
0004		202E32500	CURB AND GUTTER REMOVED (WT: NR)	NR	FT	10.000
0005		202E38000	GUARDRAIL REMOVED (WT: NR)	NR	FT	113.000
0006		202E47000	BRIDGE TERMINAL ASSEMBLY REMOVED (WT: NR)	NR	EACH	1.000
0007		202E58100	CATCH BASIN REMOVED (WT: NR)	NR	EACH	1.000
0008		202E75000	FENCE REMOVED (WT: NR)	NR	FT	340.000
0009		203E20000	EMBANKMENT (WT: NR)	NR	CY	26.000
0010		204E10000	SUBGRADE COMPACTION (WT: NR)	NR	SY	50.000
0011		606E13001	GUARDRAIL, TYPE 5, AS PER PLAN (WT: 36)	36	FT	112.500
0012		606E35100	BRIDGE TERMINAL ASSEMBLY, TYPE 2 (WT: 36)	36	EACH	1.000
0013		607E20000	FENCE, TYPE CL (WT: 37)	37	FT	338.000

**Section 0002 EROSION CONTROL**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0014		659E00300	TOPSOIL (WT: 46)	46	CY	92.000
0015		659E00520	SEEDING AND MULCHING, CLASS 3A (WT: 46)	46	SY	827.000
0016		659E14000	REPAIR SEEDING AND MULCHING (WT: 46)	46	SY	51.000
0017		659E20000	COMMERCIAL FERTILIZER (WT: 46)	46	TON	0.140
0018		659E31000	LIME (WT: 46)	46	ACRE	0.210
0019		659E35000	WATER (WT: 46)	46	MGAL	6.000
0020		671E15040	EROSION CONTROL MAT, TYPE E (WT: 46)	46	SY	179.000
0021		832E30000	EROSION CONTROL (WT: 08)	08	EACH	5,000.000

**Section 0003 DRAINAGE**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0022		503E11100	COFFERDAMS AND EXCAVATION BRACING (WT: 35)	35	LS	1.000
0023		603E06700	15" CONDUIT, TYPE F, 707.05 TYPE C (WT: 35)	35	FT	60.000
0024		604E00800	CATCH BASIN, NO. 3A (WT: 35)	35	EACH	1.000
0025		604E00801	CATCH BASIN, NO. 3A, AS PER PLAN (WT: 35)	35	EACH	1.000

Project Number: 110253

0026		604E31500	MANHOLE, NO. 3 (WT: 35)	35	EACH	1.000
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**Section 0004 PAVEMENT**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0027		301E46000	ASPHALT CONCRETE BASE, PG64-22 (WT: 10)	10	CY	10.000
0028		304E20000	AGGREGATE BASE (WT: 09)	09	CY	8.000
0029		407E14000	TACK COAT FOR INTERMEDIATE COURSE (WT: 10)	10	GAL	4.000
0030		448E46050	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, PG64-22 (WT: 10)	10	CY	3.000
0031		448E46061	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, UNDER GUARDRAIL, PG64-22, AS PER PLAN (WT: 10)	10	CY	1.000
0032		448E47020	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG64-22 (WT: 10)	10	CY	3.000
0033		609E12000	COMBINATION CURB AND GUTTER, TYPE 2 (WT: 38)	38	FT	6.000
0034		609E26000	CURB, TYPE 6 (WT: 38)	38	FT	101.000

**Section 0005 TRAFFIC CONTROL**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0035		626E00100	BARRIER REFLECTOR (WT: NR)	NR	EACH	3.000
0036		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	12.000
0037		630E06100	GROUND MOUNTED SUPPORT, NO. 6 POST (WT: 42)	42	FT	44.000
0038		630E80100	SIGN, FLAT SHEET (WT: 42)	42	SF	34.000
0039		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	2.000
0040		630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	3.000

**Section 0006 MAINTENANCE OF TRAFFIC**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0041		614E11110	LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE (WT: 39)	39	HOURL	40.000
0042		614E12336	WORK ZONE IMPACT ATTENUATOR (UNIDIRECTIONAL) (WT: 39)	39	EACH	1.000
0043		614E13300	BARRIER REFLECTOR, TYPE B (WT: NR)	NR	EACH	9.000
0044		614E13350	OBJECT MARKER, ONE WAY (WT: NR)	NR	EACH	9.000
0045		616E10000	WATER (WT: NR)	NR	MGAL	1.000
0046		622E40020	PORTABLE CONCRETE BARRIER, 32" (WT: 39)	39	FT	360.000

Project Number: 110253

**Section 0007 RETAINING WALLS**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0047		202E11000	STRUCTURE REMOVED (WT: 19)	19	LS	1.000
0048		203E35141	GRANULAR MATERIAL, TYPE E, AS PER PLAN (WT: 34)	34	CY	20.000
0049		204E50000	GEOTEXTILE FABRIC, TYPE D, NON-WOVEN (WT: 34)	34	SY	179.000
0050		503E11100	COFFERDAMS AND EXCAVATION BRACING (WT: 34)	34	LS	1.000
0051		503E21100	UNCLASSIFIED EXCAVATION (WT: 34)	34	CY	425.000
0052		512E10101	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE), AS PER PLAN (WT: 57)	57	SY	588.000
0053		514E00300	FIELD PAINTING STRUCTURAL STEEL, INTERMEDIATE COAT (WT: 26)	26	LS	1.000
0054		514E00401	FIELD PAINTING STRUCTURAL STEEL, FINISH COAT, AS PER PLAN (WT: 26)	26	LS	1.000
0055		518E21200	POROUS BACKFILL WITH FILTER FABRIC (WT: 34)	34	CY	35.000
0056		518E42400	6" PERFORATED PIPE, INCLUDING SPECIALS, 707.41 (WT: 34)	34	FT	312.000
0057		518E42450	6" NON-PERFORATED PIPE, INCLUDING SPECIALS, 707.45 (WT: 34)	34	FT	32.000
0058		610E60000	SPECIAL - RETAINING WALL, MISC.:SOLDIER PILE RETAINING WALL (WT: 34)	34	LS	1.000
0059		690E98300	SPECIAL - MISC.:GEOWEB SLOPE PROTECTION SYSTEM (GW30V4) (WT: 34)	34	SY	179.000

**Section 0008 INCIDENTALS**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0060		103E05000	PREMIUM FOR CONTRACT PERFORMANCE BOND AND FOR PAYMENT BOND (WT: NR)	NR	LS	1.000
0061		614E11000	MAINTAINING TRAFFIC (WT: 39)	39	LS	1.000
0062		619E16000	FIELD OFFICE, TYPE A (WT: NR)	NR	MNTH	3.000
0063		623E10000	CONSTRUCTION LAYOUT STAKES (WT: NR)	NR	LS	1.000
0064		624E10000	MOBILIZATION (WT: NR)	NR	LS	1.000