

Project Number: 153000

PID #: 98061

Contract ID: SUM98061

DBE Goal: 10%

Summit

IR 76/IR 77-7.58 / 9.59

E140(478)

BRIDGE REPAIR

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 15, 2015

Submitted by _____

Bidder Id _____

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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 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 includes 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 – 04/18/2014 - 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.

GOOD FAITH EFFORTS WHEN A DBE IS REPLACED ON A CONTRACT

The ODOT requires a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. The ODOT requires the prime contractor to notify the DBELO immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

In this situation, the ODOT requires the prime contractor to obtain its prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

If the contractor fails or refuses to comply in the time specified, the ODOT's approval of the subaction Management, DBE Services Section will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default letter.

TERMINATING A DBE SUBCONTRACTOR

The prime contractor/consultant may not remove any DBE subcontractor (or an approved substitute DBE firm) that was submitted toward the DBE goal without prior written consent from the ODOT. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Before making a request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing of its intent to request to terminate and/or substitute and the reason for the request to the DBE Program Manager with copies to the ODOT Project Manager and the DBE subcontractor. This request must be submitted via the Request to Terminate/Substitute DBE Form. The prime contractor must give the DBE firm five (5) days to respond to the prime contractor's notice. During this time, the DBE firm must advise the DBE Program Manager and the prime contractor the reasons, if any, why it objects to the proposed termination of its subcontract. If required in a particular case as a matter of public necessity (e.g. safety), the DBE Program Manager may allow for a response period less than five days. After the five days have passed, the DBE Program Manager will provide written consent only if it is agreed that the prime contractor has good cause to terminate the DBE firm.

The ODOT will consider the following circumstances as good cause to terminate a DBE firm:

- The listed DBE subcontractor fails or refuses to execute a written contract;
- The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;

- The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- The ODOT determines that the listed DBE subcontractor is not a responsible contractor;
- The listed DBE subcontractor voluntarily withdraws from the project and provides written notice of its withdrawal;
- The listed DBE is ineligible to receive DBE credit for the type of work required;
- A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- The DBE firm is determined to be in material breach of the contract;
- Other documented good cause that compels the termination of the DBE subcontractor. Provided that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

In the event that a substitute DBE subcontractor cannot be found, the prime will be asked to submit evidence that a Good Faith Effort was made to substitute a DBE subcontractor for the item(s) of work.

In the event that a substitute DBE subcontractor is found, the prime contractor will be asked to furnish the ODOT with a copy of the new subcontract agreement for approval by the DBE Program.

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/2014/oh2.r18>

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 107 - 06/27/2012 - CRITICAL PATH METHOD PROGRESS SCHEDULE FOR MULTI-SEASON PROJECTS

A. General. The progress schedule required for this project is the critical path method schedule (CPM schedule). The Contractor shall designate a Schedule Representative who shall be responsible for coordinating with the Engineer during the preparation and maintenance of the schedule. The requirements of this note replace the progress schedule requirements in 108.03 of the Construction & Material Specifications. The contractor shall submit an interim schedule followed by a baseline schedule, or only a baseline schedule, depending on when the contractor starts work as described below.

B. Interim Schedule. If the Contractor starts work within 60 days of execution of the contract, they shall submit an interim schedule. The interim schedule can be in bar chart format or CPM schedule format. The interim schedule shall include detailed activities for the work to be accomplished during the first 90 days of the Contract, and summary activities for the balance of the work.

C. Baseline Schedule. The Contractor shall submit a baseline schedule within 60 days of the execution of the Contract. The baseline schedule will be in CPM schedule format and as described below. The Engineer will review the baseline schedule and will either "approve", "approve as noted" or "reject" the schedule within 21 days of receipt. If the Engineer does not provide written notification regarding the disposition of the baseline schedule within 21 days, the submission will be considered approved.

For baseline schedules that are "approved as noted", the Contractor shall make the necessary revisions and resubmit the revised schedule within 14 days. The Engineer will only reject baseline schedules that are not in compliance with contract requirements.

For baseline schedules that are "rejected", the Engineer shall indicate in writing all portions of the schedule that are not in compliance with the contract requirements. The Project Engineer shall conduct a mandatory meeting with the Contractor and the Contractor's Schedule Representative within 14 days of the Engineer's written notice. The purpose of this meeting is to resolve all issues with the baseline schedule. At this meeting the Contractor shall provide clarification and all requested information necessary for the Engineer to "approve" the baseline schedule.

In the event the baseline schedule is not "approved" within 120 days of execution of the contract, all work shall cease on the project until the baseline schedule is "approved".

Approval of the baseline schedule does not revise the Contract Documents. The baseline schedule must be "approved" or "approved as noted" by the Engineer prior to the Engineer evaluating any contractor claims associated with time impacts.

1. Schedule Requirements. Submit an .xer file prepared in Primavera software manufactured by Oracle. The Department will "Import" or accept progress schedule files from the Contractor. All Calendars assigned to activities must be project level Calendars not Global or Resource Calendars; all Activity Codes shall be project level and not Global or EPS level Activity Codes; no Resources shall be assigned to activities, and no Project Codes shall be assigned.

Table 1 – Schedule Filename Convention			
Progress Schedule	1st Submission	2nd Submission	3rd Submission
Interim Schedule	YYPPPP1IS	YYPPPP2IS	YYPPPP3IS
Baseline Schedule	YYPPPP1B	YYPPPP2B	YYPPPP3B
Schedule Update #1	YYPPPP1SU1	YYPPPP2SU1	YYPPPP3SU1
Schedule Update #2	YYPPPP1SU2	YYPPPP2SU2	YYPPPP3SU2
Delay Analysis	YYPPPP1TIA1	YYPPPP2TIA1	YYPPPP3TIA1
Weather Delay Analysis	YYPPPP1WD1	YYPPPP2WD1	YYPPPP3WD1
Recovery Schedule	YYPPPP1RS1	YYPPPP2RS1	YYPPPP3RS1

YY – Project Year PPPP – Project Number

Provide a working day schedule that shows the various activities of work in sufficient detail to demonstrate a reasonable and workable plan to complete the Project by the Original Contract Completion Date. Show the order and interdependence of activities and the sequence for accomplishing the work. Describe all activities in sufficient detail so that the Engineer can readily identify the work and measure the progress of each activity. The baseline schedule must reflect the scope of work, required phasing, maintenance of traffic requirements, interim completion dates, the Completion Date, and other project milestones established in the Contract Documents. Include activities for submittals, working drawings, shop drawing preparation, submittal review time for the Department shop drawings, material procurement and fabrication, and the delivery of materials, plant, and equipment, and other similar activities.

The Contractor shall be responsible for assuring all work, including all subcontractor work, is included in the schedule. The Contractor shall be responsible for assuring that all work sequences are logical and that the schedule indicates a coordinated plan.

Failure by the Contractor to include any element of work required for performance of the Contract shall not excuse the Contractor from completing all work within the required time. The Engineer's review of the baseline schedule will be for compliance with the specifications and contract requirements. Approval by the Engineer will not relieve the Contractor of any of their responsibilities for the accuracy or feasibility of the schedule. Omissions and errors will be corrected as described in Section F or I in this note and will not affect contract time.

- a) Administrative Identifier Information:
 - i. Project Number
 - ii. County
 - iii. Route Number
 - iv. FHWA Number
 - v. PID Number
 - vi. Contract Signed Date
 - vii. Completion Date
 - viii. Contractor's Name
 - ix. Contractor's Dated Signature

x. ODOT's Dated Approval Signature

b) Project Activities:

- i. Activity Identification (ID). Assign each activity a unique identification number. Activity ID length shall not exceed 10 characters. Once accepted, the Activity ID shall be used for the duration of the project.
- ii. Activity Description. Each activity shall have a narrative description consisting of a verb or work function (e.g.; form, pour, excavate) and an object (e.g.; slab, footing, underdrain).
- iii. Activity Original Duration. Assign a planned duration in working days for each activity. Do not exceed a duration of 20 working days for any construction activity, unless approved by the Engineer. Do not represent the maintenance of traffic, erosion control, and other similar items as single activities extending to the Completion Date. Break these Contract Items into component activities in order to meet the duration requirements of this paragraph.
- iv. Activity Relationships:
 - o All activities, except the first activity, shall have a predecessor(s). All activities, except the final activity, shall have a successor(s).
 - o Use only finish-to-start relationships with no leads or lags to link activities, or use start-to-start relationships with lags no greater than the predecessor duration to link activities.
 - o Use of finish-to-finish relationship is permitted when both activities are already linked with a start-to-start relationship.

c) Project Milestones:

- i. Start Project: The Contractor shall include as the first milestone in the schedule, a milestone named "Start Project". The date used for this milestone is the date the contract is executed and signed by the Department.
- ii. End Project Milestone: The Contractor shall include as the last activity in the project schedule, a milestone named "End Project". The date used for this milestone is considered the project completion date.
- iii. Start Phase Milestone: The Contractor shall include as the first activity for a project phase, an activity named "Start Phase X", where "X" identifies the phase of work. The Contractor may include additional milestones but, as a minimum, must include all contractual milestones.
- iv. End Phase Milestone: The Contractor shall include as the last activity in a project phase, an activity named "End Phase X" where "X" identifies the phase of work. The Contractor may include additional milestones, but at a minimum contractual milestones.

- d) **Level of Effort Activities:**
Use level of effort activities to show the duration of specified contract work periods, phases and road closures. The level of effort activity type is allowed to have a start-to-start relationship with the first activity in a series of activities and a finish-to-finish relationship with the last activity in a series of activities.
 - e) **Constraints:**
Use constraints sparingly in the schedule. If constraints are used, use only Early Constraints or Late Constraints.
 - f) **Calendars:**
Weather, seasonal (winter) and environmental shutdown periods shall be shown using non-work calendars. The activity can be assigned to a calendar indicating time periods of non-work. These custom calendars can be created to show days, weeks, or months of non-work. Weather and seasonal conditions, as shown in CMS 108.06-1 or PN 130, shall be evenly dispersed into the CPM schedule calendars as non-work days and be included in the planning and scheduling of all work. All calendars developed by the Contractor shall be established as Project Calendars, with the calendar name including the project year, project number and describing the function (i.e. 120345 – 5 day workweek, 120345 – earthwork, 120345 – structures, 120345 – asphalt). No Global Calendars shall be incorporated into any progress schedule submission.
 - g) **Activity Codes:**
The Contractor shall, at a minimum, include Project Activity Codes for Area, Phase, and Responsibility for each activity. Work Breakdown Structure is permitted, but not required. No Global Activity Codes shall be incorporated into any progress schedule submission.
 - h) **Schedule Options:**
The schedule may only be calculated using retained logic. Show open ends as non-critical. Schedule durations are to be contiguous. Total float shall be calculated as finish float. Ignore relationships to and from other projects.
2. **Submission Requirements.** Submit all schedules within the time frames specified. Submit the schedule and information in electronic file format via email or compact disc (CD) compatible with the Engineer's computer. Submit the following information along with the electronic baseline schedule:
- a) A hard copy of the baseline schedule in CPM format including the Administrative Identifier Information discussed in Section C.1.a on the first page of the schedule. For each activity on the chart, indicate the Activity ID, Activity Description, Original Duration, Remaining Duration, Total Float, Start Date, Finish Date, and Calendar ID. Use arrows to show the relationships among activities. . Identify the critical path of the project on the bar chart in red. The critical path is defined as; the longest path of activities in the project that determines the project completion date. The activities that make-up the critical path of activities are the "Critical Activities."
 - b) A hard copy of the Six Week Look Ahead Schedule in CPM format. This schedule will

have all the requirements of the baseline schedule in bar chart format except that it shall be limited to those activities that have an early start or early finish within a six week period of the data date.

- c) A complete Scheduling/Leveling Report (SCHEDLOG.TXT file generated by the Primavera scheduling software application) which includes Schedule Settings, Statistics, Errors, Warnings, Scheduling/Leveling Results, Exceptions, Activities with unsatisfied constraints, Activities with unsatisfied relationships, and Activities with external dates. The statistics shall include, number of Activities, number of Activities Not Started, number of Activities In Progress, number of Activities Completed, number of Activity Relationships, and number of Activities with Constraints. Total number of activities on the critical path, percent complete, activities without predecessors, activities without successors, and activities out of sequence.

D. Float. Use of float suppression techniques, such as; preferential sequencing (arranging critical path through activities more susceptible to Department caused delay), lag logic restraints, zero total or free float constraints, extending activity times, or imposing constraint dates other than as required by the contract, shall be cause for rejection of the project schedule or its updates.

1. Definitions of Float: Total Float is the length of time along a given network path that the actual start and finish of activity(s) can be delayed without delaying the project completion date. Project Float is the length of time between the End Project Milestone and the Contract Completion Date.
2. Ownership of Float: Float available in the schedule, at any time shall not be considered for the exclusive use of either the Department or the Contractor. During the course of contract execution, any float generated due to the efficiencies of either party is not for the sole use of the party generating the float; rather it is a shared commodity to be reasonably used by either party. Efficiencies gained as a result of favorable weather within a calendar month, where the number of days of normally anticipated weather is less than expected, will also contribute to the Project Float. A schedule showing work completing in less time than the contract time, and accepted by the Department, will be considered to have Project Float. Project Float will be a resource available to both the Department and the Contractor. No time extensions will be granted nor delay damages paid unless a delay occurs which impacts the project's critical path, consumes all available float and extends the work beyond the Contract Completion Date.
3. Negative Float: Negative float will not be a basis for requesting time extensions. Any extension of time will be addressed in accordance with the Section F. Scheduled completion date(s) that extend beyond the contract (or phase) completion date(s) may be used in computations for assessment of liquidated damages. The use of this computation is not to be construed as an order by the Department to accelerate the project.

E. Monthly Update Schedule. A monthly update schedule is a schedule in which only progress is updated from the prior data date to the current data date. Work added and/or excusable delays encountered since the prior data date must be represented as a schedule revision as described in Section F.

1. Update Requirements. On the tenth day of the current month, during the life of the Project, submit an updated schedule and all required information with a data date of the last day of the preceding month. The date for submission and data date may be adjusted to accommodate regularly scheduled progress meetings. Submit the monthly updated bar chart on paper and a copy of the updated schedule in electronic format in Section C.2. The Engineer shall "approve" or "reject" the schedule update within 5 days of receipt of the updated CPM schedule. The Engineer may

withhold estimates if the updated schedule is not submitted as required by this section. For each updated schedule, identify the actual start and finish dates for all completed activities and the actual start date and remaining duration for all activities in progress. Correct out-of-sequence progress listings generated by the Scheduling Statistics Report on the critical path. The project schedule shall be reviewed at each monthly progress meeting. Any corrections shall be made prior to the next monthly progress meeting.

Submit the following with each updated schedule:

- i. A hard copy of the updated schedule in CPM format.
 - ii. A hard copy of the Six Week Look Ahead Schedule in CPM Format
 - iii. Provide a written narrative that identifies any changes or shifts in the critical path and submit reasons for the changes or shifts in the critical path.
 - iv. A complete Scheduling/Leveling Report (SCHEDLOG.TXT) file generated by the Primavera scheduling software application.
 - v. A hard copy or .pdf of the Claim Digger Report (generated by the Primavera Software application) providing a comparison between this updated schedule and the previous Monthly Updated Schedule.
 - vi. Electronic files (formatted as described above)
2. Early Completion Monthly Update Schedule. An Early Completion Monthly Update Schedule is defined as a monthly update schedule submitted by the Contractor in which the Finish Date precedes the Contract Completion Date. If after incorporating necessary revisions in accordance with Section F, the Finish Date precedes the Contract Completion Date by at least the number of days shown Table A the Engineer will initiate a change order amending the Contract Completion Date to the Early Completion Date shown on the accepted Early Completion Monthly Update. The amended Completion Date will be effective upon execution of that change order and all contract provisions concerning the Completion Date such as incentives, disincentives, excusable delays, compensable delays, and liquidated damages will be measured against the amended Completion Date. The Contractor may elect not to execute the change order amending the Completion Date; however, in so doing, the Contractor waives its rights to delay damages in meeting the projected early Completion Date and the time between the Early Completion Date and the Contract Completion Date is used as Project Float.

Table A

<u>Original Project Duration</u>	<u># days prior to Contract Completion Date</u>
one year or less	30
one year to two years	60
two years or more	90

3. Late Completion Monthly Update Schedule. A Late Completion Monthly Update Schedule is defined as a monthly update schedule submitted by the Contractor in which the Finish Date exceeds the Contract Completion Date. In the event the Finish Date is more than 14 days beyond the current contract completion date and a schedule revision is not warranted, the contractor must proceed in accordance with Section H.

F. Revisions. The Work may require and/or the Contractor may make revisions to the CPM schedule. Addition of new activities or new calendars or changes to existing activities, calendars or logic constitute a revision. All revisions must be reported in narrative form on a cover sheet accompanying the monthly update schedule. Any revision which modifies the critical path or impacts an interim date or project completion date must be represented on a companion schedule submitted with the monthly update schedule or as a fragnet within the monthly update schedule. A fragnet is defined as the sequence of new activities that are proposed to be added to the existing schedule. The fragnet shall identify the predecessors to the new activities and demonstrate the impacts to successor activities. If submitted as a fragnet, the Contractor shall compute two Finish Dates. The first Finish Date shall be computed without consideration of any impact by the fragnet. The second Finish Date shall be computed with consideration of any impact by the fragnet. The Contractor shall also submit a written narrative stating the reason for the proposed revisions. The Engineer shall “approve” or “reject” proposed revisions within ten days of receipt of appropriate schedules and narrative. All approved revisions will be incorporated into the Monthly Update Schedule which will become the Revised Monthly Update Schedule.

G. Time Extensions for Delays in Accordance with C&MS 108.06.B and 108.06.D. The Work may require and/or the Contractor may request an extension of the Completion Date. Perform the following analysis to compute the duration of the time extension. Submit two paper copies and two electronic copies of each analysis performed.

1. Determine project progress prior to circumstance(s) necessitating the time extension. , The previous accepted monthly update, updated to the date of the circumstance alleging to have caused delay, shall be used to display the prior progress of the project. This schedule is referred to as the Un-impacted Schedule
2. Prepare a fragmentary network (fragnet) depicting the circumstance that is believed to have delayed the project.
3. Insert the fragnet into the Un-impacted Schedule, run the schedule calculations and determine the finish date. This schedule is referred to as the Impacted Schedule.
4. Compare the Impacted Schedule finish date with the Un-impacted Schedule finish date in order to determine the duration of any warranted time extension.

Submit the impacted schedule with the request for time extension. Include a narrative report describing the effects of new activities and relationships to interim and contract completion dates. All approved time extensions will be incorporated into the monthly update with the fragnet used to determine impacts incorporated into the schedule.

H. Weather Days in Accordance with C&MS 108.06.C. The Contractor may request and/or the Engineer will determine an extension of the completion date due to weather days. Perform the following analysis to compute the duration of the time extension. Submit two paper copies and two electronic copies of each analysis performed.

1. The previously accepted monthly update shall be used to display progress of the project and planned activities for the next 30 day period that incurred weather days. Make a copy of the schedule file to use for the analysis. This schedule is referred to as the Non-weather Schedule.

2. Prepare a list of actual weather days believed to have delayed the project and the activities that were impacted.
3. Utilizing the calendar(s) of those impacted activities, remove any planned weather days. Insert the actual weather day(s) into the calendar(s) for the planned work as a non-work day. Run the schedule calculations and determine the finish date. This schedule is referred to as the Weather Schedule.
4. Compare the Weather Schedule finish date with the Non-weather Schedule finish date in order to determine the duration of any warranted time extension.

Submit the weather schedule with the request for time extension on a monthly basis. Include a narrative report describing the effects of weather days to interim and contract completion dates.

I. Recovery Schedule. If the Monthly Update Schedule or Revised Monthly Update Schedule projects a finish date for the Project more than 14 calendar days later than the current Completion Date, submit a recovery schedule showing a plan to finish by the current Completion Date if requested by the Engineer. The Department will withhold Estimates until the Engineer approves the recovery schedule. The Engineer will use the schedule to evaluate time extensions and associated costs requested by the Contractor. In the event the current Completion Date is in dispute, the recovery schedule will need to be submitted once the dispute has been resolved.

J. Basis of Payment. The Department will make partial payments according to C&MS 109.09 and as modified by the following schedule:

1. The Department will release 60 percent of the lump sum amount bid for CPM Progress Schedule to the Contractor with the first regular estimate payable after the Engineer has approved the CPM Baseline schedule submission.
2. The Department will release an additional 30 percent of the lump sum amount bid for CPM Progress Schedule to the Contractor with the first regular estimate payable after 50 percent of the original contract amount is complete.
3. The Department will release the remaining 10 percent of the lump sum amount bid for CPM Progress Schedule to the Contractor with the first regular estimate payable after 90 percent of the original contract amount is complete.

The Department will pay for the accepted quantities at the contract price as follows:

Item	Unit	Description
108E10000	Lump Sum	CPM Progress Schedule

PN 126 - 12/31/2012- REVISIONS TO THE 2013 C&MS FOR DESIGN BUILD PROJECTS

101.01

On page 1, **Add** the following:

NOTE: The fact that the bid items for this Design-Build project are general rather than specific shall not relieve the Contractor of the requirement that all work performed and all materials furnished shall be in reasonable conformity with the specifications. The Contractor's Consultant shall reference

in the plans the appropriate Construction and Materials Specifications for all work to be performed and all materials to be furnished.

101.03 Definitions

On page 6, **Add** the definition of **Consultant or Contractor's Consultant**. The Contractor's Design firm which is on the Department's Pre-Qualified list for the type or work involved. Also the Engineer or Engineering firm, or other pre-qualified specialized entity identified to perform specialized or professional services as a signatory to an agreement with the Contractor or as a part of the Contractors' staff.

101.03 Definitions

On page 6, **Add** the definition of **Conceptual Documents**. Any graphic or written materials, criteria and information concerning the Department's requirements for the Project. These items include the Addenda, Proposal including the Scope Of Services and Attachments, Plans, Special Provisions, Specifications, Design Standards and parts of the "Specifications for Consulting Services" which show or describe the character and scope of, or relate to, the work to be performed or furnished and which have been prepared by or for the Department.

101.03 Definitions

On page 7, **Revise** the definition of **Contractor** to be: The individual, firm, or corporation contracting with the Department for performance of prescribed Work, acting directly or through a duly authorized representative and qualified under the provisions of ORC 5525.02 to 5525.09 and 5517.01, inclusive, and any amendments thereto.

101.03 Definitions

On page 7, **Add** the definition of **Design-Build Scope Of Services (SOS)**. A project specific written document prepared for or by the Department to define services including but not limited to the survey, design, construction and general requirements of the project.

101.03 Definitions

On page 7, **Add** the definition of **Design-Build Team (DBT)**. A legal entity contracting with the Department to perform the work (i.e., design, acquisition, construction, etc.) included in a design build contract and qualified under the provisions of ORC 5525.02 to 5525.09 inclusive, and any amendments thereto..

101.03 Definitions

On page 7, **Revise** the definition of **Equipment**: All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper design, construction and acceptable completion of the Work.

101.03 Definitions

On page 7, **Add** the definition of **Design-Build Team Design Documents**. Drawings, specifications, calculations, records, reports or other documents, including shop drawings, prepared by the Design Build Team, which may be used for design, manufacture, fabrication, installation, testing, examination and certification of items.

101.03 Definitions

On page 8, **Revise** the definition of **Plans**: The drawings, standard construction drawings, and supplemental drawings provided by the Department or produced by the contractor's consultant, approved in accordance with the contract,, or exact reproductions thereof, that show the location, character, dimensions, and details of the Work.

101.03 Definitions

On page 8, **Add** the definition of **Progress Schedule**. Critical Path Method (CPM) schedule submitted by the Contractor

101.03 Definitions

On page 8, **Add** the definition of **Project Engineer**. The Department's construction representative to the DBT.

101.03 Definitions

On page 8, **Add** the definition of **Project Manager**. The Department's design representative to the DBT.

101.03 Definitions

On page 8, **Revise** the definition of **Questionnaire**. The specified forms on which the DBT shall furnish required information as to its ability to perform and finance the Work required under ORC 5525.01.

101.03 Definitions

On page 10, **Revise** the definition of **Subcontractor**. **Subcontractor**. An individual, firm, or corporation to whom the DBT sublets part of the Contract to be performed on the job site, who prior to such undertaking receives the written consent of the Director, and who is qualified under ORC 5525.02 through 5525.09 inclusive.

101.03 Definitions

On page 10, **Revise** the definition of **Work**. The entire completed design and construction of the various separately identifiable parts thereof required to be performed or furnished under the Contract Documents that comprise the project or any portion thereof. Work includes and is the result of performing or furnishing Professional Design Services and Construction required by the Contract Documents.

101.03 Definitions

On page 10, **Revise** the definition of **Working Drawing** to: Working Drawings. Stress sheets, shop drawings, erection plans, falsework plans, installation plans, certified drawings, frame work plans, cofferdam plans, bending diagrams for reinforcing steel, or any other supplementary plans or similar data that the DBT is required to submit for acceptance. Working drawings do not include design plans prepared by the DBT..

102.01 Prequalification of Bidders

On page 11, **Replace** section 102.01 with the following new section:

102.01 Prequalification of Bidders. A Design Build Team seeking to bid must be prequalified by the Department according to ORC Chapters 5525 & 5526, and the rules and regulations governing prequalification in order to submit a bid. Upon request, the Department will provide a prequalification application, applicable rules and regulations, and other relevant information. For prospective Bidders that are not yet prequalified, furnish the Department with a properly completed prequalification

application at least 30 days before the date specified for the receipt of Bids. The prequalification certificate is the Bidder's license to Bid and perform construction for the Department. For foreign DBTs, refer to ORC 5525.18 and Ohio Administrative Rule 5501:2-3-07.

102.02 Contents of Bid Documents

On page 11, **Replace** section 102.02 with the following new section:

102.02 Contents of Bid Documents. Use the Proposal to prepare and submit Bids for the Work. Upon request, the Department will provide the Scope of Services that include or reference the following:

- A. Location and description of the Project.
- B. Time to complete the Work.
- C. Amount of the Proposal Guaranty.
- D. Department's deadline for receiving a completed Bid.
- E. Schedule of contract items.
- F. Standard Specifications, Special Provisions, Supplemental Specifications.
- G. Proposal
- H. Project Scope
- I. Selection Criteria
- J. Document Inventory

102.03 Issuance of Proposals

On page 11, **Add** the following after Item B.4.:

5. Failure to identify a Consultant which is properly qualified and listed in the Department's pre-qualified list for the type of work specified.

102.04 Interpretation of Quantities in Proposal

On page 12, **Add** the following before the first paragraph:

The lump sums bid for design and construction of the project, plus any unit bid prices (multiplied by the appropriate quantity) required in the Proposal shall be the sole basis for comparison of bids. These will also be used to determine the progress of the work and to provide guidance in the issuance of partial payments during design and construction.

102.06 Preparation of Bids

On page 12, **Replace section 102.06** with the following new section:

102.06 Preparation of Bids. Prepare a Bid according to this subsection and the requirements found in the Scope of Services Documents. Properly complete the Expedite file and submit it using the software specified in the Bid Documents rather than completing it by handwriting, typing, or using unauthorized computer-generated forms.

Indicate the total Bid amount by adding the values entered in the "Bid Amount" column for the listed items. Submit the Expedite file using the software specified in the Bid Documents.

Properly execute the Proposal by completing the miscellaneous section and attaching the required signatures in the space provided in the Expedite file.

**ENTITY SUBMITTING PROPOSAL
REQUIRED SIGNATURE**

Individual	The individual or a duly authorized agent.
Partnership	A partner or a duly authorized agent.
Joint Venture	A member or a duly authorized agent of at least one of the joint venture firms.
Corporation	An authorized officer or duly authorized agent of the corporation. Also, show the name of the state chartering the corporation and affix the corporate seal.
Limited Liability Company	A manager, a member, or a duly authorized agent.

103.01 Consideration of Proposals

On page 16, **Revise** the second sentence to:

The proposed price is the summation of the products of the estimated quantities and all lump sums bid that are shown in the Proposal and the unit Bid prices.

104.01 Intent of the Contract Documents

On page 17, **Revise** 104.01 to the following:

104.01 Intent of the Contract Documents.

The intent of the Contract Documents is to provide for the design, construction and completion of the Work. Perform the Work according to the Contract Documents.

On page 17 **Add** 104.011 as follows:

104.011 Design of the Project.

The Contractor's Consultant will provide all necessary services to design all permanent and temporary portions of the project. All work shall conform to current Department, FHWA and AASHTO standards, practices, policies, guidelines and specifications.

The Department's standards, practices, policies, guidelines and specifications shall control in case of a conflict.

The standard of care for all such services performed or furnished pursuant to the Contract will be the care and skill ordinarily exercised by members of the engineering profession practicing under similar conditions at the same time and locality.

The Contractor shall require the Consultant to assign only qualified engineers and surveyors, professionally registered in the State of Ohio, in direct responsible charge of engineering and surveying endeavors. When services required are predominantly oriented toward other disciplines such as environmental, landscaping, transportation planning, or architectural applications, the Consultant shall assign other professionally competent personnel registered in Ohio or certified as required by law, to be in charge of the work.

Full size, ink on Mylar, 22" x 34" plans will be developed by the Consultant in accordance with the Location and Design Manual. In addition, electronic files in the format defined in the Conceptual Documents may also be required.

The Consultant's design shall be reviewed by the Department. The Consultant shall be available during construction to answer questions, issue clarifications, and correct errors and omissions. At the completion of the work, prior to final acceptance of the construction, the Consultant shall furnish the Department as-built construction plans as required in the Scope Of Services.

Design for relocation or accommodation of any utilities within the project shall be coordinated by the Contractor. The DBT shall determine and show on the plans the names of all existing utilities within project limits. The DBT shall identify and resolve utility conflicts and the plans and details shall reflect the resolutions and decisions accepted. The DBT shall call any utility meetings needed to ensure that the concerns are addressed on the plans involving utilities. The DBT shall notify the Project Engineer at least two working days in advance of any utility meeting. An ODOT representative shall be in attendance at all utility meetings. The Department will authorize project funds for utility relocations eligible for reimbursement and issue permits to the utilities relocating facilities that require relocation within the Right of Way. The DBT will be responsible for working with the individual utilities to ensure that all utility concerns are addressed and that any required utility relocation plans, estimates and support material are developed and copies are provided to the district utility office. The DBT will keep the district utility office aware of all utility coordination information. Also see additional requirements regarding Cooperation with Utilities in Section 105.07.

The Contractor's Consultant shall:

A. Consult with Department to understand the requirements for the Project and review available data.

B. Advise the Department as to the necessity of providing or obtaining from others additional reports, data or services of the types provided in paragraph 104.012 and assist the Department in obtaining such reports, data, or services.

C. Develop maintenance of traffic plans in accordance with the current Standard Construction Drawings, L&D Manual, OMUTCD and the Scope Of Services.

D. Maintain and make available to ODOT, at ODOT's request, a Project Record which includes a history of significant events (changes, comments, etc.) which influenced the development of the project.

E. Perform any surveys (see ODOT Survey Manual) required for this project.

F. Perform hydraulic analysis as set forth in the Scope Of Services document. The results of the analyses must show no harmful interference to adjacent riparian vegetation (along streams). Results must be certified by the Contractor's Consultant. The certification must state that the proposed structure will have an equal to or greater hydraulic capacity and that a deletion of existing auxiliary openings and overflow areas is not planned.

G. Perform any additional needed soils surveys, soils borings, and geotechnical investigations, with appropriate analysis to produce the proposed design.

H. Provide plans, specifications and supporting documents for review by ODOT at the several stages of plan development review required by the proposal.

I. The Contractor's Consultant has additional duties and requirements which are explained in "Specifications for Consulting Services".

On page 17, **Add** 104.012 as follows:

104.012 Department's Responsibilities for Design Activities.

The Department shall do the following in a timely manner to facilitate the activities of the Contractor's Consultant.

Furnish to the DBT , as required for performance of Services the following, all of which the Contractor may use and rely upon when performing services under this Agreement:

A. Environmental assessment and impact statements,

B. Engineering surveys to establish reference points for design and construction which in the Department's judgment are necessary to enable the Contractor to proceed with the Work.

C. Existing subsurface data used in preparation of the Conceptual Documents.

The Department will provide information, known to, or in the possession of the Department, relating to the presence of materials and substances at the site which could create a hazardous condition.

The Department shall not supervise, direct or have control or authority over, nor be responsible for, Contractors' means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the furnishing or performance of the Work. The Department will not be responsible except that the Department may order immediate remediation of conditions which endanger the public welfare as required in 105.14/105.15/107.07/107.10/107.11/107.12. The Department will not be responsible for Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

104.02.B Differing Site Conditions

On page 18, **Revise** 104.02 B to the following:

104.02.B Differing Site Conditions. Notify the Engineer as specified in C&MS 108.02F upon discovery of any of the following conditions:

1. Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents and are not discoverable from an investigation and analysis of the site by the DBT meeting the standard of care for such an investigation and analysis,
2. Unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract Documents, are encountered at the site.

Provide required notification before disturbing any differing site condition.

104.02.F Extra Work

On page 21, **Revise** 104.02.F to the following:

F. Extra Work. Perform Extra Work as directed by the Engineer. The Department will pay for Extra Work as specified in 109.05. Time extensions, if warranted, will be determined according to 108.06. No adjustment of the contract cost or the time required for performance of added or changed work will be permitted unless the Contractor demonstrates to the satisfaction of the Engineer that:

1. The need for the Extra Work was not reasonably evident during the design by inspection or investigations which were performed, or reasonably should have been performed during the design process, and
2. The need for the Extra Work is rare for this area and type of project. If the Engineer determines that the need for the Extra Work was not reasonably evident, and the likelihood of needing the Extra Work was rare, the work will be paid for as provided under 109.04.

The provisions of this section are subject to the limitations of 5525.14, ORC.

104.05 Pay Adjustments

On page 22, **Add** the following:

104.05 Pay Adjustments

Pay adjustments will be made according to the applicable governing Contract Documents and requirements. Pay adjustments shall be based on the required adjustment computation method or procedure as defined by the applicable specification or contract provision. Pay adjustments as per the most current version of the Standard Procedure entitled "Acceptance of Non-specification Material on Construction Projects" are also applicable.

For pay adjustments based on a unit bid price/cost or a contract unit price/bid price, the Office of Estimating Historical Bid Data adjusted for inflation for the calendar year immediately preceding the calendar year in which the project is let shall be used unless such price/cost data is specifically contained within the bid or Contract Documents. The applicable average awarded bid amount shall be used as the unit price/cost component when calculating the applicable pay adjustment. Moreover, the actual adjustment will be the difference between the average awarded bid amount and the computed adjustment to that amount for the applicable number of units as appropriate. Pay

adjustments will be paid or deducted on the Contractor/DBT progress estimates through the change order process. The Office of Estimating Historical Bid Data is located at the following web address: <http://www.dot.state.oh.us/Divisions/Planning/Estimating/Pages/ConstructionCost.aspx>

105.02 Plans and Working Drawings

On page 23, in the first sentence **Revise** "show" to "shall show".

105.03 Conformity with Contract Documents

On page 23, in the first sentence **Revise** "the Plans, and as specified" to "the Plans, Conceptual Documents, and as specified".

Also on page 23, in the second paragraph **Revise** "..Contract Documents.." to "..Contract and Conceptual Documents..."

105.05 Cooperation by DBT

On page 24, **Replace** the entire section as follows:

105.05 Cooperation by DBT. Provide the constant attention necessary to progress the Work according to the Contract Documents. Cooperate with the Engineer, inspectors, and all other DBTs or Contractors on or adjacent to the Project.

105.07 Cooperation with Utilities

On page 24, **Replace** the section with the following:

105.07 Cooperation with Utilities.

Unless otherwise provided for by the Contract Documents, the Department will direct the utility owners to relocate or adjust water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals, and all other utility appurtenances within the limits of the proposed construction at no cost to the Contractor.

The design plans developed by the Contractor's Consultant will indicate various utility items and indicate a time frame or date when the Department expects the owners to complete utility relocation or adjustment. Provide utility owners adjusting facilities during construction with adequate notification of the scheduled Work to prevent conflict with the Contractor's schedule of operations.

The Contractor shall cooperate fully with each utility company and shall make every effort to avoid delays.

According to ORC 153.64 and at least 2 Workdays prior to commencing construction operations in an area that may affect underground utilities shown on the Plans, notify the Engineer, the registered utility protection service, and the owners that are not members of the registered utility protection service.

The owner of the underground utility shall, within 48 hours, excluding Saturdays, Sundays, and legal holidays, after notice is received, start staking, marking, or otherwise designating the location, course, ± 2 feet (± 0.6 m), together with the approximate depth of the underground utilities in the construction area.

If the utility owners fail to relocate or adjust utilities as provided for in the Contract Documents and the Contractor sustains losses or delays that could not have been avoided by the judicious design efforts, and reasonable accommodation or by judicious handling of forces, equipment, and plant, or by reasonable revisions to the schedule of operations, then the Engineer will adjust the Contract according to 108.06 and 109.05.

The acceptability of such loss of time will be evaluated as follows:

A. The Engineer shall be satisfied that the Contractor has made every effort to prosecute the design and construction work despite any delays encountered or revisions in the Contractor's scheduling of work.

B. If performance of the Contractor's work is delayed because the utility owners fail to relocate or adjust their facilities as previously agreed, the contract time will be adjusted in accordance with the provisions of 108.06.

105.14 Maintenance During Construction

On page 27, after the last paragraph in the section **Add** the following:

All cost of maintenance work during construction and before the project is accepted shall be included in the Lump Sum Bid Price for the various pay items and the Contractor will not be paid an additional amount for such work.

105.19 Value Engineering Change Proposals.

On page 29, Replace the entire section with the following:

Value Engineering Change Proposals are not permitted on this project.

107.11.B , Contractor's Use of Portable Plants Within the Project Right-of-Way or on Other Department-Owned Property

On page 38 **Delete** the last paragraph of **107.11.B** starting with "However, the Department..."

107.12. Responsibility for Damage Claims and Liability Insurance

On page 40, **Add** the following:

(D) Design Build Professional Liability Insurance

The Contractor must secure and maintain professional liability insurance as specified below, for the minimum limits indicated. Policies written on a claims-made basis shall have a retroactive date which covers the period in which the design work began. The insurance policy shall be written by an insurance company authorized to transact business in the State of Ohio and licensed by the Department of Insurance as either admitted or non-admitted insurers and shall be rated A- or better by A.M. Best at the time the contract is executed by the Director.

The Contractor must immediately notify the Department in writing if it or any of its Consultants fails or refuses to renew its Professional Liability Insurance, or Workers' Compensation Insurance. Furthermore, the Contractor must notify the Department in writing if it or any of its Consultant's policies are canceled, lapse, terminated or modified so that the insurance does not meet the requirements set forth in this proposal note.

The failure to comply with any of the provisions contained in this proposal note shall be considered a breach of contract.

(E) Professional Liability Insurance. The Contractor providing in-house professional services shall carry Practice Professional Liability Insurance in the amount of \$1,000,000.00 per claim/annual aggregate to protect against claims arising from the performance of its professional services caused by the negligent acts, errors, or omissions for which the Contractor is legally liable. The coverage shall be maintained for a minimum of 3 years after substantial completion of the project as long as it is commercially available. A certificate of insurance evidencing such coverage must be submitted for the entity providing professional services prior to the execution of the Design Build Contract.

When the Contractor retains Consultants to provide professional services, the Contractor shall ensure that the Consultants maintain Practice Professional Liability Insurance in the amount of \$1,000,000.00 per claim/annual aggregate for a period of 3 years after substantial completion of the project, as long as it is commercially available. A certificate of insurance evidencing such coverage must be submitted for the entity providing professional services prior to the execution of the Design Build Contract.

Prior to the payment of the first pay estimate, the Contractor shall provide the Department with one original and one copy of the required insurance policy.

The cost of this policy will be incidental to the Work.

107.17 Furnishing Right-of-Way

On page 4, after the first paragraph **Add**:

Where proposed work is beyond existing right-of-way limits, the Contractor shall not commence any work outside of the right-of-way until notified by the Department that the needed additional right-of-way has been acquired and is otherwise available for construction work.

108.02 Partnering

On page 47, Replace 108.02 A with the following:

A. Pre-design and Preconstruction Meeting. The DBT shall meet with the Project Engineer and the Project Manager for a Pre-design Meeting prior to commencing design work. The Contractor shall furnish a Progress Schedule, as specified, and a list of all sub-consultants and other firms involved in the design process.

Meet with the Engineer for a Preconstruction Meeting before beginning the Work. At or before the meeting, submit the initial progress schedule to the DCA. Prepare the schedule according to the contract requirements.

At or before the meeting, furnish a list of proposed subcontractors and major material suppliers not included in the list submitted before the execution of the Contract. If the Contractor fails to provide the required submissions at or before at the Pre-design or the Preconstruction Meeting, the Engineer may order the meeting suspended until they are furnished. Do not begin the Work until the meeting is reconvened and concluded or the Engineer gives specific written permission to proceed.

108.07, Failure to Complete on Time

On Page 60 **Revise** table 108.07-1 to the following:

Original Contract Amount (Total Amount of the Bid)		Amount of Liquidated Damages to be Deducted for Each Calendar Day of Overrun in Time
From More Than	To and Including	
\$0.00	\$500,000	\$1,000
\$500,000	\$2,000,000	\$1,000
\$2,000,000	\$10,000,000	\$1,300
\$10,000,000	\$50,000,000	\$2,000
50,000,000	\$150,000,000	\$2,500
\$150,000,000	\$300,000,000	\$12,000
Over \$300,000,000		\$15,000

108.09 Termination of the Contract for Convenience of the Department

On page 61, **Revise** the second sentence in the first paragraph to:

The Department will compensate the Contractor for design work under the provisions of the "Specifications for Consulting Services" and for construction work according to 109.04 and 109.05 for termination of the Contract for the convenience of the Department.

109.01 Measurement of Quantities

On page 61, **Add** the following before the first paragraph:

The pricing and payment format of this contract is intended to be Lump Sum. The Lump Sum item of payment shall mean complete payment for the work described in that item. To the greatest extent possible, the Contractor will be compensated for the percentage of the applicable fixed Lump Sum

price. The percentage shall be that portion of work completed as compared to the total amount of work contracted.

109.05.D.2.e (1) Field Overhead,

On page 78, Replace with the following:

The **DBT** has incurred an excusable, compensable delay that delays the Work at least 10 Calendar Days beyond the original Completion Date. These days are cumulative throughout the project.

If the delay is 30 days or less, the Department will pay the salaries and fringes, plus a 5 percent mark up and payroll taxes and insurance without any mark up, for the **DBT's** personnel that were assigned full time to Project supervision, design and administration and were physically located at the Project site one month before the delay and were there when the delay began.

109.05.D.2.f Home Office Overhead,

On page 80 **Replace the TABLE 109.05-5** with the following:

Original Contract Amount	C
Up to \$5,000,000	0.080
\$5,000,001 to \$25,000,000	0.060
\$25,000,001 to \$150,000,000	0.050
\$150,000,001 to \$300,000,000	0.030
Over \$300,000,000	0.025

109.09 Estimates

On page 82, in the first paragraph **Revise** the first sentence to:

If satisfactory progress is being made, the Contractor may submit monthly invoices for payment based upon lump sums bid. For each item, the Contractor shall estimate the current percentage completion of that item of work. The Project Engineer shall review each proposed current percentage completion and revise the percentage when appropriate. The agreed current percentage of completion multiplied by the lump sum price bid shall define the gross amount due the Contractor for that item of work. Payment for Work and materials shall not, in any way, prevent later rejection when defective Work or material is discovered, or constitute acceptance under 109.11 or 109.12.

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 525 –4/15/2011 Steel Price Adjustment

A. General: This proposal note acknowledges fluctuations in the cost of manufactured steel used in the materials defined below and placed as part of the applicable construction work in the form of a pay adjustment. This proposal note will be used in bidding documents, including design-build projects only for as long as the price of the steel products set out below are subject to volatile spikes as determined solely by the Department.

These price adjustment provisions apply to items in the contract including any modified standard or non-standard item where the work to be performed involves the placement or installation of one or more of the steel products specified herein.

The Department will post monthly adjustment indices for steel using data obtained in Table B-1.

For Category 1, Table B-1:

The Department will post monthly adjustment indices (BI and MI) for wide flange steel beams plus a scrap surcharge using data obtained from the steel producers listed.

http://www.stld-cci.com/pdf/Price_list.pdf

<http://www.gerdauameristeel.com/products/mp/pl.cfm>

<http://www.nucoryamato.com/>

For Category 2, Table B-1:

The Department will post monthly adjustment indices (BI and MI) for steel using data obtained on the last Wednesday of the month from the American Metal Market (**AMM**), based on the price for Steel Plate, Cut-to-length as reported for National Mills.

B. Price Adjustment Criteria and Conditions: The BI monthly values apply to projects sold during the same month in which the data is posted. The MI monthly values apply to projects for which qualifying items are shipped from the mill during the same month in which the data is posted. Adjustments will be made to the contract for fluctuations in the cost of steel used in the manufacture of the primary components of only the steel products listed in Table B-1:

Product Relationship Table B-1	
Steel Product (Title)	BI, MI
Category 1: Structural Steel Members, Levels UF, 1, 2, and 3 Steel H-Piling	Average of lowest and highest 27" to 36" tall, 10"-12" wide flange beams, up to 256 lbs./ft., prices plus scrap surcharge from Nucor-Yamato, SDI, and Gerdau Ameristeel
Category 2: Structural Steel Members, Levels 4, 5, and 6 Stay in-place steel casing (Piling & Caissons)	AMM Product Designation: Steel Plate, Cut-to-length (National Mills)

Nuts, bolts, rebar chairs, connecting bands and other miscellaneous hardware items shall not be included in the price adjustment. No other steel products shall be considered for a price adjustment.

Adjustments will only be made for fluctuations in the cost of the steel used in the above products as shipped from the producing mill. No adjustment will be made for changes in the cost of manufacturing, fabrication, shipping, storage, etc.

Adjustments may be positive, negative, or non-existent depending on the circumstances. Adjustments for the steel price will be calculated by the Engineer and processed by change order on the Contractor's progress estimate.

No steel price adjustments will be made for any products manufactured from steel having a mill shipping date prior to the letting date.

Furnish the following documentation for all Table B-1 steel products to be incorporated into the work. Submit all documentation to the Engineer prior to incorporation of the steel into the work. The Department will withhold progress payments if the documentation is not provided and at the discretion of the Engineer the work is allowed to proceed. Progress payments will be made upon receipt of the delinquent documentation. Submit separate documentation packages for each steel product in Table B-1 and for each quantity represented by items 2) c and d below. Label each documentation package with a unique number.

- 1) An affidavit signed by the Contractor, or Design-Build Team, (DBT) stating that the documentation provided is true and accurate.
- 2) Identification of the steel product subject to adjustment.
 - a. Documentation package number: PN525 – (Insert the steel product “title” from Table B-1) – (Insert sequential package number beginning with “1”). Example: PN525 – Steel H Piling – 1, PN 525 – Structural Steel – 2, etc...
 - b. The steel product quantity in pounds (kg).
 - c. Steel Certification and Mill Test Reports for the steel product.
 - d. The date the steel product, subject to adjustment, was shipped from the producing mill.

Upon the incorporation of the steel product into the work provide the Engineer the following:

- 1) An affidavit signed by the Contractor, or DBT stating that the documentation provided is true and accurate.
- 2) Identification of the steel product subject to adjustment.
 - a. Documentation package number that was initially established for the steel product for which the price adjustment will be calculated.
 - b. The actual steel product quantity in pounds (kg) that was incorporated into the work.

Price Adjustment Calculations

The below formulas allow for a variation in steel prices without recognizing cost increases/decreases within the range of - 90 % to 110% of the Bidding Index (BI). The total steel price adjustment (SPA) will not be computed unless the percent **% Change** is - 10% or more, increase or decrease:

$$\% \text{ Change} = [(MI/BI) - 1] \times 100$$

For a Price Increase:

$$SPA = [(MI/BI) - 1.10] \times BI \times (Q/100)$$

MI and BI are in terms of dollars (\$) per hundredweight (CWT). Therefore, Quantity (Q) of structural steel is divided by 100.

Example: If the Project was bid on 4/8/2008, the BI for a category 1 pay item in March 2008 is \$46.48. If wide flange beams have a documented weight of 34500 pounds and the mill date of 9/8/2009, the MI for September 2008 is \$60.23

Check threshold:

$$\% \text{ Change} = [(\$60.23/\text{CWT} / \$46.48/\text{CWT}) - 1] \times 100 = 29.58,$$

Is ABS (29.58) > 10? Yes

$$\begin{aligned} \text{Calculate SPA} &= [(\$60.23/\text{CWT} / \$46.48/\text{CWT}) - 1.10] \times \$46.48/\text{CWT} \times 34,500 \text{ lbs}/100 \\ &= \$3,140.19 \text{ (positive adjustment)} \end{aligned}$$

For a Price Decrease:

$$\text{SPA} = [(MI/BI) - 0.90] \times BI \times (Q/100)$$

MI and BI are in terms of dollars (\$) per hundredweight (CWT). Therefore, Quantity (Q) of structural steel is divided by 100.

Example: If the Project was bid on 1/8/2009, the BI for a category 1 pay item in January 2009 is \$47.83. If wide flange beams have a documented weight of 34500 pounds and the mill date of 4/8/2009, the MI for April 2009 is \$37.38.

Check threshold:

$$\% \text{ Change} = [(\$37.38/\text{CWT}/\$47.83/\text{CWT}) - 1] \times 100 = -21.85,$$

Is ABS (-21.85) > 10? Yes

$$\begin{aligned} \text{Calculate SPA} &= [(\$37.38/\text{CWT}/\$47.83/\text{CWT}) - 0.90] \times \$47.83/\text{CWT} \times 34,500 \text{ lbs}/100 \\ &= -\$1,955.12 \text{ (negative adjustment)} \end{aligned}$$

Where:

SPA = Steel Price Adjustment

MI = Mill Shipping Index. - in Dollars (\$) per hundredweight (CWT). Use the adjustment indices from the month the steel was shipped from the producing mill and properly documented. The adjustment indices will be posted on ODOT's website.

BI = Bidding Index. - in Dollars (\$) per hundredweight (CWT). Use the adjustment indices from the month in which the project is bid. The adjustment indices will be posted on ODOT's website.

Q = Quantity of the steel product, pounds actually incorporated into the work as documented by the Contractor, or DBT and verified by the Engineer.

C. Price Adjustment Limitations: The price adjustments are limited to a % Change of 50%, increase or decrease.

Example 1: When the Project was bid, the BI for a category 1 pay item with a quantity of 50,000 pounds, was \$39.00, and the MI for the month in which the steel was shipped was \$60.23.

Check threshold:

$$\% \text{ Change} = [(\$60.23/\text{CWT}/\$39.00/\text{CWT})-1] \times 100 = 54.44\%$$

The limit is 50%, thus the SPA is calculated as follows:

$$\text{SPA} = [1.50 - 1.10] \times \text{BI} \times (\text{Q}/100)$$

$$\begin{aligned} \text{SPA} &= [1.50-1.10] \times \$39.00/\text{CWT} \times 50,000 \text{ lbs}/100 \\ &= \$7,800.00 \end{aligned}$$

Example 2: When the Project was bid, the BI for a category 1 pay item with a quantity of 50,000 pounds, was \$60.23, and the MI for the month in which the steel was shipped was \$29.00

Check threshold:

$$\% \text{ Change} = [(\$29.00/\text{CWT}/\$60.23/\text{CWT})-1] \times 100 = -51.85\%$$

The limit is -50 %, thus the SPA is calculated as follows:

$$\text{SPA} = [0.50-0.90] \times \text{BI} \times \text{Q}$$

$$\begin{aligned} \text{SPA} &= [0.50-0.90] \times \$60.23/\text{CWT} \times 50,000 \text{ lbs}/100 \\ &= -\$12,046.00 \end{aligned}$$

D. Payment/Deductions: The price adjustment will be paid, or deducted from the Contractor's, or DBT's progress estimate, upon approval of a change order.

If the price adjustment is based on estimated material quantities for that time, and a revision to the total material quantity is made in a subsequent or final estimate, an appropriate adjustment will be made to the price adjustment previously calculated. The adjustment will be based on the same indices used to calculate the price adjustment which is being revised. If the shipping date(s) of the revised material quantity cannot be determined, the adjustment for the quantity in question, will be based on the indices utilized to calculate the steel price adjustment for the last initial documentation package submission, for the steel product subject to adjustment, that was incorporated into the particular item of work, for which quantities are being finalized.

Example: Structural steel for a particular bridge was provided for in three different shipments with each having a different mill shipping date. The quantity of structural steel actually used for the bridge was calculated and a steel price adjustment was made in a progress payment. At the conclusion of the work an error was found in the calculation of the final quantity of structural steel used for the bridge. The

quantity to be adjusted can not be directly related to any one of the three mill shipping dates. The steel price adjustment for the quantity in question would be calculated using the indices that were utilized to calculate the steel price adjustment for the quantity of structural steel represented by the last initial structural steel documentation package submission. The package used would be the one with the greatest sequential number.

E. Mill Index after the Approved Completion Date : When steel products are shipped from the mill after the approved contract completion date, steel price adjustments will be based on the MI for the month of the approved contract completion date or the MI for the actual month the steel was shipped, using whichever MI is less.

F. Documentation Review: The Department reserves the right to inspect the records of the Contractor or DBT, its subcontractors, material fabricators and suppliers to verify the accuracy of the documentation submitted to the Department.

G. Extra Work/Force Account: When steel product, as specified herein, are added to the contract as Extra Work, in accordance with the provisions of C&MS Section 109, no steel price adjustments will be made for any products manufactured from steel having a mill shipping date 5 business days after the Department's request. Price adjustments will be made as provided herein however the BI shall be based on the month of the Department's request. The MI will be based on the month the steel was shipped from the producing mill and after the Extra Work request. For extra work performed on force account basis, reimbursement of actual material costs, along with the specified overhead and profit markup, will be considered to include full compensation for the current cost of steel and no steel price adjustments will be made.

Project Number: 153000

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: **9/15/2016**

Unit Price Contract

FOR IMPROVING SECTION SUM-76-7.58 AND SUM-77-9.59 IN THE CITY OF AKRON, AND IN THE TOWNSHIP OF COVENTRY, SUMMIT COUNTY, OHIO, IN ACCORDANCE WITH PLANS AND SPECIFICATIONS BY REPLACING THE CONCRETE DECK, PAINTING STRUCTURAL STEEL AND PERFORMING OTHER RELATED BRIDGE REPAIRS ON A PEDESTRIAN STRUCTURE AND REPLACING THE CONCRETE DECK AND WIDENING THE SUBSTRUCTURE AND SUPERSTRUCTURE ON A RAMP BRIDGE USING THE DESIGN BUILD PROCESS.

Project Length: 0.45 Miles

Work Length: 0.85 Miles

Pavement Width: Varies

Project Number: 153000

Section 0001 ROADWAY

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0001		201E99000	SPECIAL - CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0002		203E10000	EXCAVATION (FOR PAVEMENT REPAIR) (WT: 06)	06	CY	20.000
0003		203E99000	SPECIAL - EARTHWORK (WT: 06)	06	LS	1.000
0004		606E99000	SPECIAL - GUARDRAIL (WT: 36)	36	LS	1.000

Section 0002 EROSION CONTROL

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0005		659E99000	SPECIAL - PERMANENT EROSION CONTROL (WT: 46)	46	LS	1.000
0006		832E99100	SPECIAL - CONSTRUCTION EROSION CONTROL (WT: 08)	08	EACH	25,000.000

Section 0003 DRAINAGE

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0007		611E97800	SPECIAL - DRAINAGE (WT: 35)	35	LS	1.000

Section 0004 PAVEMENT

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0008		255E10010	FULL DEPTH PAVEMENT REMOVAL AND RIGID REPLACEMENT, CLASS QC1 (WT: 17)	17	SY	100.000
0009		255E20000	FULL DEPTH PAVEMENT SAWING (WT: 15)	15	FT	150.000
0010		304E20000	AGGREGATE BASE (FOR PAVEMENT REPAIR) (WT: 09)	09	CY	20.000
0011		304E99000	SPECIAL - AGGREGATE BASE (WT: 09)	09	LS	1.000
0012		442E99000	SPECIAL - FLEXIBLE PAVEMENT (WT: 10)	10	LS	1.000

Section 0005 LIGHTING

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0013		625E99000	SPECIAL - LIGHTING (WT: 43)	43	LS	1.000

Section 0006 TRAFFIC CONTROL

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0014		626E99000	SPECIAL - BARRIER REFLECTORS (WT: NR)	NR	LS	1.000
0015		630E99000	SPECIAL - SIGNS AND SUPPORTS (WT: 42)	42	LS	1.000
0016		642E99000	SPECIAL - PAVEMENT MARKING (WT: 45)	45	LS	1.000

Project Number: 153000

Section 0007 MAINTENANCE OF TRAFFIC

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0017		614E99000	SPECIAL - MAINTAINING TRAFFIC (WT: 39)	39	LS	1.000
0018		616E99000	SPECIAL - DUST CONTROL (WT: NR)	NR	LS	1.000

Section 0008 STRUCTURE REPAIR (SUM-76-0758)

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0019		202E99010	SPECIAL - PORTIONS OF STRUCTURE REMOVED (WT: 19)	19	LS	1.000
0020		512E99000	SPECIAL - SEALING OF CONCRETE (WT: 57)	57	LS	1.000
0021		514E99000	SPECIAL - BRIDGE PAINTING (WT: 26)	26	LS	1.000
0022		519E11100	PATCHING CONCRETE STRUCTURE (WT: 29)	29	SF	100.000
0023		530E99030	SPECIAL - STRUCTURE REHABILITATION (WT: 21)	21	LS	1.000

Section 0009 STRUCTURE REPAIR (SUM-77-0959)

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0024		202E99010	SPECIAL - PORTIONS OF STRUCTURE REMOVED (WT: 19)	19	LS	1.000
0025		512E99000	SPECIAL - SEALING OF CONCRETE (WT: 57)	57	LS	1.000
0026		514E99000	SPECIAL - BRIDGE PAINTING (WT: 26)	26	LS	1.000
0027		519E11100	PATCHING CONCRETE STRUCTURE (WT: 29)	29	SF	200.000
0028		526E99000	SPECIAL - REINFORCED CONCRETE APPROACH SLABS, AS PER CONCEPTUAL DOCUMENTS (WT: 20)	20	LS	1.000
0029		530E99030	SPECIAL - STRUCTURE REHABILITATION (WT: 21)	21	LS	1.000

Section 0010 ENGINEERING & SURVEYING SERVICES

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0030		107E99000	SPECIAL - UTILITY COORDINATION (WT: NR)	NR	LS	1.000
0031		690E20010	SPECIAL - AS-BUILT CONSTRUCTION PLANS (WT: NR)	NR	LS	1.000
0032		690E20020	SPECIAL - FIELD SURVEYS (WT: NR)	NR	LS	1.000
0033		690E20040	SPECIAL - PRELIMINARY DESIGN (WT: NR)	NR	LS	1.000
0034		690E20050	SPECIAL - FINAL DESIGN (WT: NR)	NR	LS	1.000
0035		690E20220	SPECIAL - CONSTRUCTION PLANS (WT: NR)	NR	LS	1.000

Project Number: 153000

Section 0011 INCIDENTALS

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0036		100E99010	SPECIAL - PROFESSIONAL LIABILITY INSURANCE (WT: NR)	NR	LS	1.000
0037		103E05000	PREMIUM FOR CONTRACT PERFORMANCE BOND AND FOR PAYMENT BOND (WT: NR)	NR	LS	1.000
0038		108E99000	SPECIAL - CPM PROGRESS SCHEDULE (WT: NR)	NR	LS	1.000
0039		619E99000	SPECIAL - FIELD OFFICE (WT: NR)	NR	LS	1.000
0040		623E99000	SPECIAL - CONSTRUCTION LAYOUT STAKES AND SURVEYING (WT: NR)	NR	LS	1.000
0041		624E99000	SPECIAL - MOBILIZATION (WT: NR)	NR	LS	1.000

1 PROJECT IDENTIFICATION

PID #	98061	State Project #	441305	Federal Project Number:	E140(478)
County	SUM SUM	Route	IR-76 IR-77	Section	7.58 9.59
Local Route Name	N/A				
Highway Functional Classification & Federal Aid System	IR-76 --- Freeway				
	IR-77 --- Freeway				
	IR-77 --- Freeway				

1.1 Design Designation:

	IR-76	Ramp B-2 (IR-77 & IR-277 Interchange)
Current ADT (2015):	59000	12800
Design Year ADT (2035):	60000	16500
Design Hourly Volume:	5400	1485
Directional Distribution:	0.57	1.00
Trucks:	14%	9%
Design Speed:	65 MPH	
Legal Speed:	55 MPH	Varies, min 35MPH
Design Functional Classification:	Freeway	Freeway
NHS Route	Yes	Yes

1.2 Existing Plans

The following existing plans are available on the ODOT FTP Site at <ftp://ftp.dot.state.oh.us/pub/Contracts/Attach/>

Project	Year / Project Number / PID / Etc.	Project Description
SUM-76/77/277/224-VAR PART 1	2012 / 120025 / 76351	Resurfacing / Rehab
SUM-80S-6.60	1965	Original Construction
SUM-76-(7.60) (7.73)(8.76)(8.95) (10.00)(10.76)(10.85)	1989	Rehab
SUM-277/224-0.00/6.31	1994	Resurfacing / Rehab
SUM-277-0.00	1967	Original Construction

These are NOT as-built plans. The Design-Build Team (DBT) is advised to verify the preceding referenced plans to determine if they accurately depict existing field conditions

1.3 PRIMA FACIE SPEED LIMIT

N/A

1.4 RAILROAD COORDINATION

N/A

1.5 AIRWAY/HIGHWAY CLEARANCE

The DBT will complete the Airway/Highway Clearance Analysis (Location and Design Manual Section 1404.1). The DBT is responsible for obtaining all necessary approvals from the District Planning & Engineering Administrator and/or the Federal Aviation Administration. The DBT will account for the required time for the

approvals in their schedule and will not be able to start work until the approvals are received by the ODOT Project Manager.

2 PRE-BID MEETING

This meeting is to discuss and clarify all issues that the project may have.

Location: N/A
Date: N/A
Time: N/A

3 ADDENDA PROCESS

Direct all questions prior to the letting date to the Pre-Bid Website at:

<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Pages/PBQs.aspx>

4 PRE-QUALIFICATION

It is required that the bidder be an ODOT pre-qualified Contractor who has engaged the services of an ODOT prequalified Consultant to perform *all* the design and construction work required in these Conceptual Documents. If the Consultant and/or the Sub-Consultant(s) submitted do not meet all the required qualifications, the Office of Contracts may reject the bid.

5 CONTRACTOR'S CONSULTANT

The Contractor must name the Consultant and all Sub-Consultant(s) in the space(s) provided below. If the Contractor is going to submit an electronic bid, then the Consultant and all Sub-Consultant(s) must be listed on the following web-page: <http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Pages/Scope.aspx>. The Contractor must list relevant prequalification categories for prime and sub-consultants to show that the prequalification requirements listed below are satisfied. All Consultant names and addresses must be the same as that on file with the Department. The following work types must be performed by members of the Consultant Team (combination of Consultant and Sub-Consultant(s)):

Complex Roadway, Non-Complex Roadway, Level 2 Bridge Design, Level 3 Bridge Design (for the elements of the bridges that exceed Level 2 Bridge Design), Geotechnical Engineering Services, Geotechnical Testing Laboratory, Geotechnical Field Exploration Services, Geotechnical Drilling Inspection Services

Consultant

Firm Name: _____
Address: _____

List Work the Consultant will perform: _____

Sub-Consultant

Firm Name: _____
Address: _____

List Work the Consultant will perform: _____

Sub-Consultant

Firm Name: _____
Address: _____

List Work the Consultant will perform: _____

Restrictions on Participation in Design-Build Contracts:

Any Consultant who provided services to the Department that have been directly utilized in this design-build proposal or Scope of Services document will NOT be eligible to participate in this design-build contract for this project, either as a prime consultant or as a sub-consultant.

6 SCOPE OF WORK

IR-76

Project Limits: From: 20'± from Rear Bridge Limit To: 20'± from Forward Bridge Limit
Project Length: 243± feet Work Length will be determined by the DBT.

IR-77 / IR-277 Interchange Ramp B-2 (Northbound IR-77 to Westbound IR-277)

Project Limits: From: STA 3+61.81± (Ramp B-2) To: STA 15+42.68± (Ramp B-2)
Project Length: 1180.87± feet Work Length will be determined by the DBT.

Stations are from the original construction plans entitled SUM-77-0.00

IR-77 / IR-277 Interchange Ramp B (Southbound IR-77 to Westbound IR-277)

Project Limits: From: STA 13+41.79± (Ramp B) To: STA 22+77.60± (Ramp B-2)
Project Length: 935.81± feet Work Length will be determined by the DBT.

Stations are from the original construction plans entitled SUM-77-0.00

The Consultant will provide for the engineering services, design, and preparation of detail construction plans for the construction of the proposed project.

The Contractor will provide for the furnishing of materials, construction and completion in every detail of all the work described in the Conceptual Documents in order to fulfill the intent of the contract.

Project Description: This project replaces the bridge deck on the SUM-76-0758 Pedestrian Bridge over IR-76 at Chester Ave. Additional work on the approaches to the bridge and other repair work will also be performed.

This project replaces the deck and widens the SUM-77-0959 bridge on the ramp from northbound IR-77 to Westbound IR-277 (Ramp B-2). In addition the ramp pavement will be widened and resurfaced.

Completion date: 09/15/2016

7 FIELD OFFICE

Field office Type C, as required by CMS 619, will be available and completely functional no later than 1 week prior to the start of construction work.

8 GENERAL PROVISIONS FOR THE WORK

8.1 Governing Regulations:

All services, including but not limited to survey, design and construction work, performed by the DBT and all subcontractors (including sub-consultants), will be in compliance with all applicable ODOT Manuals and Guidelines.

The fact that the bid items for this Design-Build project are general rather than specific will not relieve the DBT of the requirement that all work performed and all materials furnished will be in reasonable conformity with the specifications. The Contractor's Consultant will reference in the plans the appropriate Construction and Material Specifications Item Number for all work to be performed and all materials to be furnished.

The attention of the Bidder is directed to the provisions of section 100 of the Construction and Material Specifications as modified in the design-build proposal.

It will be the responsibility of the DBT to acquire and utilize the necessary ODOT manuals that apply to the design and construction work required to complete this project.

The current edition, including updates released on or before the prebid meeting date (if a prebid meeting is not held then the date used will be 14 calendar days prior to Letting Date), of the following ODOT Manuals and Guidelines will be met or exceeded in the performance of the design and construction work required to complete this project:

- Bridge Design Manual
- Location and Design Manuals
 - Volume One - Roadway Design
 - Volume Two - Drainage Design
 - Volume Three - Plan Preparation
- Sample Plan Sheets
- Pavement Design & Rehabilitation Manual
- Specifications for Geotechnical Explorations
- Survey Manual
- Construction and Material Specifications
- Proposal Notes for Construction and Material Specifications
- Supplemental Specifications for Construction and Material Specifications
- Item Master
- Manual for Abandoned Underground Mines - Inventory and Risk Assessment
- Pavement Design and Rehabilitation Manual
- State Highway Access Management Manual
- Standard Construction Drawings
- Plan Insert Sheets
- Traffic Engineering Manual
- Ohio Manual of Uniform Traffic Control Devices
- Real Estate Administration Policies and Procedures Manual:
 - Appraisal
 - Acquisition
 - Property Management
 - Relocation
 - ROW Plan
 - Utilities
- Wireless Communication Tower Manual
- Environmental Services Handbooks and Guidelines
- Waterway Permit Manual
- Design Mapping Specifications
- CADD Engineering Standards Manual
- Geotechnical Bulletins
- Project Development Process Manual (Appendix B)
- CADD Standards Manual

8.2 Basis of Payment:

All Items covered by Construction and Material Specifications, Supplemental Specifications, Proposal and Special Provision notes with unit price as a basis of payment will be paid for under the appropriate Lump Sum bid item, unless a unit line price item has been established in the Scope Of Services.

The Consultant will be required to furnish the Department with a complete breakdown of the lump sum bid items. The breakdown will include materials to be used in the work, and will be in sufficient detail to provide ODOT with a means to check partial payment requests.

8.3 Final Payment:

The DBT will prepare and submit the following prior to the request for final payment:

1. All original project files and notes utilized in the preparation of the survey, design and construction of the project
2. Record-Drawings Plans as required below.

8.4 Record-Drawing Plans:

A. General: At the completion of the work, prior to final acceptance of the construction, the Consultant will furnish the Department Record-Drawing construction plans. When the Record-Drawing plans are completed the Consultant will professionally endorse (sign and seal) the title sheet.

Record-Drawing plans will be submitted as TIFF Images. As per the Electronic Plan File Submissions Guidelines as shown on the ODOT Web Site at:

<http://www.dot.state.oh.us/DIVISIONS/CONTRACTADMIN/CONTRACTS/Pages/TIFF.aspx>

In addition to the information shown on the construction plans, the Record-Drawing plans will show the following:

- All deviations from the original approved construction plans which result in a change of location, material, type or size of work
- Any utilities, pipes, wellheads, abandoned pavements, foundations or other major obstructions discovered and remaining in place which are not shown, or do not conform to locations or depths shown in the plans. Underground features will be shown and labeled on the Record-Drawing plan in terms of station, offset and elevation.
- The final option and specification number selected for those items which allow several material options under the specification (e.g., conduit).
- Additional plan sheets may be needed if necessary to show work not included in the construction plans.
- Notation will also be made of locations and the extent of use of materials, other than soil, for embankment construction (rock, broken concrete without reinforcing steel, etc.).
- The Plan index will show the plan sheets which have changes appearing on them.
- Each plan sheet will have its last revised date noted on the sheet and clearly marked 'As Built'.

A paper half-size copy of the Record-Drawing plans will be delivered to the Project Engineer for approval upon completion of the physical work but prior to the request for final payment. After the Department has approved the Record-Drawing plans, the Record Drawings (TIFF Image Files, including the original half-size signed Title Sheet) and the associated electronic files will be delivered to the District Planning & Engineering Administrator. Acceptance of these plans and delivery of the original tracings and the associated electronic files is required prior to the work being accepted and the final estimate approved.

The delivered Record Drawing Plans will be prepared in conformance with the Location and Design Manual Volume III (Section 1200 - Plan Preparation).

B. CADD Files will be supplied by DBT: Yes No

If marked yes, the Consultant will comply with ODOT's CADD Standards, and supply files in accordance with the CADD Engineering Standards Manual. All data will be provided to the Department according to the provisions as detailed under the appropriate CADD links accessed from the Department's Office of Production's web site. This includes, but is not limited to, the level assignments, symbols, lines and line styles that are to be used, line weights, cells, placement of text and file naming conventions. The web site can be accessed at the following URL address:

<http://www.dot.state.oh.us/Divisions/Engineering/CaddMapping/CADD/Pages/default.aspx>

<http://www.dot.state.oh.us/Divisions/Engineering/CaddMapping/Pages/default.aspx>

The following can be accessed from the above URL address:

1. ODOT CADD Standard files by selecting the "MicroStation Downloads" link
2. ODOT's Location and Design, Volume 3 by selecting the "L&D Manual Volume 3" link
3. ODOT's GEOPAK Standards by selecting the "GEOPAK Downloads" link

The Department will accept CADD files on CD ROM or DVD ROM electronic media only.

1. The Consultant will submit all CADD information produced in the process of plan development. All CADD information will be submitted in the current version of MicroStation (*.dgn) format as indicated in the CADD Engineering Standards Manual. This requirement ensures that ODOT receives an end product that is directly usable on ODOT's CADD systems without additional work. The responsibility to provide the Department with correct and complete CADD data rests with the consultant.
2. The Consultant will submit all GEOPAK information produced in the process of plan development according to L&D Volume 3, Section 1500. The submission will include all files generated by GEOPAK as the result of the plan processing and these files will include but are not limited to the following:
 - a. Coordinate databases (*.gpk)
 - b. Digital terrain models (*.tin)
 - c. Original cross section (XS) cell design files
 - d. Edited observation files (*.obs)
 - e. ASCII text files containing all raw point data (PT #, X, Y, Z, Linking Code/Mapping Code)
 - f. ASCII text files containing all adjusted point data (PT #, X, Y, Z, Linking Code/Mapping Code, Attribute data if any)
 - g. ASCII text file(s) listing chain data for all existing and proposed horizontal alignments; including the centerline of construction, the centerline of right of way and ramp baselines.
 - h. ASCII text file(s) listing vertical alignment data for all existing and proposed profiles.
 - i. ASCII text files listing the Northing, easting, station, offset and elevation for all existing and proposed monuments.

A separate file name should be used for each horizontal or vertical alignment. The CADD Engineering Standards Manual provides specific requirements for the content of the required ASCII reports and provides directions on how to create these reports using GEOPAK software.

3. The Consultant will submit the following aerial photography and/or mapping information produced in the process of plan development. The submission will contain the following files:
 - a. Three-dimensional (3D) MicroStation design file with an extension of "*.3D" containing all DTM data which were utilized to create the surface for the project (or section)
 - b. 3D MicroStation design file containing all topographic, planimetric, ground control points, grids and legend and will have an extension of "*.TTN"
 - c. An ".ASC" file for mass points and break lines (ASCII format).

These requirements and procedures may be updated from time to time with notification in the (DRRC) Design Reference Resource Center (DRRC) website which is located at the following URL, <http://www.dot.state.oh.us/DRRC/>. Organizations exchanging ODOT CADD data are responsible for ensuring they are using the current version of these requirements, CADD reference manuals, ODOT cell files and ODOT seed files.

8.5 Pre-Award Conference:

Within 10 days after bid opening, the DBT will attend a mandatory pre-award meeting. This confidential meeting will be held with the Estimating Office of the Division of Contract Administration to discuss the Lump Sum estimate with the Department.

8.6 Partnering Agreement:

The Contractor is required to enter into a self-facilitated partnership agreement with the Department on this project, per CMS 108.02. The objective of this agreement is the timely completion of the work and a quality product that will be a source of pride to both the Department and the Contractor. This Partnering Agreement will not affect the

terms and conditions of the contract. It is solely intended to establish an environment of cooperation between the parties.

8.7 Communication

All communication during design and construction will be with the District Project Manager and the District Project Engineer.

District's Project Manager's Name:	<u>Thomas J Powell, PE</u>
Phone number:	<u>330-786-4834</u>
E-mail:	<u>Thomas.Powell2@dot.state.oh.us</u>

The District Project Engineer will be named at the pre-design meeting.

At the pre-design meeting, the Contractor will name a Project Manager who will act as a liaison between the DBT and the Department.

8.8 Permits:

Contractor will be required to obtain a permit from the State or local government having jurisdiction, to perform any non-construction work within the existing Right of Way and/or limited access.

8.9 Entry On Private Property:

The DBT, acting as The Department's agent, may enter upon any lands within the State for the purpose of inspecting, surveying, leveling, digging, drilling, or doing any work deemed necessary in the execution of any survey authorized by the Director of Transportation in accordance with Section 5517.01 of the Ohio Revised Code and Section 102.6 (inclusive of Sections 102.61 through 102.66) of ODOT's Survey Manual. Prior to performing said survey, the DBT will send notification letters indicating the date and duration of entry to the affected property owners no less than forty-eight hours nor more than 30 days prior to the date of entry for said survey in accordance with 102.6 of ODOT's Survey Manual. The DBT will forward copies of all notification letters distributed to ODOT's Project Manager. Any subsequent claims for compensation due to damages incurred while said survey was being performed will be negotiated between the DBT and the affected property owners with final approval from ODOT's Project Manager. Crop and property damage minimization and reimbursement information, together with the crop damage reimbursement formula and Special Waiver of Damage form, will be provided to the DBT by ODOT's Project Manager. Any subsequent entries onto private property for the purpose of obtaining additional survey or soil information prior to the submission of the bid will be made in accordance with the procedures outlined in this section.

9 HAZARDOUS MATERIALS

The following Asbestos Notification Notes are to appear in the Construction Plans:

ASBESTOS NOTIFICATION

AN ASBESTOS SURVEY OF THE SUM-076-0758 & SUM-077-0959 BRIDGES WAS CONDUCTED BY A CERTIFIED ASBESTOS HAZARD EVALUATION SPECIALIST. THE SURVEY DETERMINED THAT NO ASBESTOS IS PRESENT ON THE BRIDGE STRUCTURES.

A COPY OF THE OHIO ENVIRONMENTAL PROTECTION AGENCY (OEPA) NOTIFICATION OF DEMOLITION AND RENOVATION FORMS, PARTIALLY COMPLETED AND SIGNED BY THE BRIDGE OWNER, WILL BE PROVIDED TO THE SUCCESSFUL BIDDER. THE CONTRACTOR SHALL COMPLETE THE FORM AND SUBMIT IT TO:

AKRON REGIONAL AIR QUALITY MANAGEMENT DISTRICT
146 S. HIGH ST. SUITE 904
AKRON, OHIO 44308

BOB HASENYAGER, ACTING ADMIN.
(330) 375 2480
FAX: (330) 375 2402

AT LEAST TEN (10) WORKING DAYS PRIOR TO THE START OF ANY DEMOLITION AND/OR REHABILITATION, THE CONTRACTOR SHALL PROVIDE A COPY OF THE COMPLETED FORM TO THE ENGINEER.

INFORMATION REQUIRED ON THE FORM WILL INCLUDE: 1) THE CONTRACTORS NAME AND ADDRESS, 2) THE SCHEDULED DATES FOR THE START AND COMPLETION OF THE BRIDGE REMOVAL AND 3) A DESCRIPTION OF THE PLANNED DEMOLITION WORK AND THE METHOD(S) TO BE USED. A COPY OF THE OEPA FORM IS AVAILABLE FOR INSPECTION AT THE ODOT DISTRICT 4 OFFICE, 2088 SOUTH ARLINGTON, AKRON, OHIO 44306

THE CONTRACTOR SHALL FURNISH ALL FEES, LABOR, AND MATERIAL NECESSARY TO COMPLETE AND SUBMIT THE OEPA NOTIFICATION FORM.

10 ENVIRONMENTAL

10.1 National Pollutant Discharge Elimination System (NPDES) permit

The DBT shall submit to the ODOT Project Manager the total number of acres of earth disturbance activities for both off project and on project work in a timely manner. This information will be used to develop the NOI if required. The NOI will be submitted to the OEPA within 10 days after this information is received from the DBT. Approval from the OEPA takes 21 days and the ODOT Project Manager has 10 days to file the NOI so these 31 days will be counted for in the project.

All temporary erosion control is the responsibility of the Contractor even if a SWPPP is not required. Earth disturbing activity is not permitted prior to the OEPA permit approval. For projects that require an NOI, the SWPPP must be in place prior to the initiation of any earth disturbing activity. All temporary erosion control work and the SWPPP if required will be per SS832. For information about OEPA's NPDES permit requirements see <http://www.epa.state.oh.us/dsw/storm/index.html>

Items used to implement the DBT's Erosion Control requirements are paid from an encumbered amount included in the proposal as a non-bid reference number. The proposal specifies the unit prices for the erosion control items. Payments for erosion control items that exceed the encumbered amount will be made by an Extra Work Change Order using the specified unit prices. The specified unit prices are fixed for the contract and may not be negotiated or adjusted for inflation or claimed changed condition.

The preparation of the SWPPP, along with all requirements of SS832 for maintaining, inspecting, modifying and updating the SWPPP are considered incidental to the Project.

10.2 Removal of Temporary Erosion Control Items

All temporary erosion control items shall be removed before the project is accepted. Removed materials shall become the property of the Contractor and shall be disposed of in accordance with the appropriate C&MS specifications.

11 RIGHT OF WAY (ROW)

All necessary construction work for the project will be performed within the existing right of way. It is not anticipated but should the Consultant identify the need for additional right of way they will inform ODOT's Project Manager and determine the course of action to be taken to obtain the right of way.

Existing right of way lines will be located by the DBT based on requirements specified in Chapter 4733-37 of the Ohio Revised Administrative Code (Board Rules) governed by regulations outlined in Chapter 4733, Ohio Revised

Code (Regulation Laws). It is the responsibility of the DBT to research existing right of way information from all available sources including but not limited to ODOT records, County road records, Commissioners' Journals and records of other County offices to the extent necessary to provide an accurate basis for the establishment of the existing right of way.

The DBT will stake and flag the existing right of way in the field prior to the start of construction and will maintain said stakes and flags throughout the duration of the project.

The Consultant will identify and show all right of way encroachments on the construction plans at the Conceptual Review Submission. ODOT's Project Manager will be responsible for clearing all encroachments on Federal-aid projects in accordance with standard encroachment removal.

12 UTILITIES

Utilities Special Provisions in addition to the Governing Regulations listed in section 8.1 of this document and section 153.64 of the Ohio Revised Code.

12.1 Existing Utilities:

The District Utility Coordinator, in concurrence with the registered Underground Utility Protection Services- Ohio Underground Protection Service (OUPS) and Oil and Gas Producers Underground Protection Service (OGPUPS) and other utility owners that are non-members of any utility protection services, has determined that the following utilities are located in the area of the project :

AT&T
The Ohio Bell Telephone Company
ATTN: Jerry Smith
50 W. Bowery St.
4th Floor
Akron, OH 44308
330-384-8557

City of Akron
Public Utilities Bureau Citi Center
ATTN George Thomas
P.O. Box 3665
Akron, OH 44309
330-375-2831 ext: 6418
330-375-2831 Fax

Dominion East Ohio
ATTN: Bryan D. Dayton
320 Springside Drive, Suite 320
Akron, OH 44333
Office: 330-664-2409

Ohio Edison
ATTN: David L. Miller
1910 W. Market Street
Building #1
Akron, OH 44313
330-436-4055

Summit County Dept. of Environmental
Services
ATTN Mike Weant
2525 State Road
Cuyahoga Falls, OH 44223
330-926-2407
330-926-2471 Fax

Time Warner Cable
ATTN: Drew Fetterman
530 South Main St.
Suite 1751
Akron, OH 44311
330-633-9203 ext. 330-555-7322

12.2 Utility Coordination Responsibilities:

As soon as it is feasible after the Stage 2 plan is approved by the Department, the DBT will stake the existing ROW in the field and will perform clearing and grubbing within that ROW as required by the specifications and the proposal documents, in order to allow utility relocation and reduce potential delays. ROW stakes will be maintained and updated as needed throughout the project length.

The DBT will be cognizant of the project's impact on utility facilities. In the event utility rearrangements are required, the project will not be designed to preclude legal occupancy of the highway ROW by the rearranged utility facilities.

The DBT will coordinate all existing utilities with construction activities on this project. The DBT will insure that potential delays in coordination and relocation of the affected utilities are minimized. The DBT will copy the ODOT Project Manager and the District Utility Coordinator on all correspondence or phone calls between the DBT and each utility. This will include the submittal of plans to each utility.

A meeting at or near the Stage 1 review will be held between the DBT, the District Utility Coordinator and the utility owners to determine if any significant utility relocations can be eliminated or mitigated.

Any betterment to the utility's facility and ineligible, or unnecessary, work will not be a part of the project's expense but the utility company's fiscal requirement. Determination of eligibility can be coordinated through the District Utility Coordinator. Payment for betterments or ineligible costs will be made by the appropriated utility through ODOT to the Contractor.

The cost of all utility coordination will be bid as a Lump Sum Item.

12.3 Subsurface Utilities Engineering (SUE): Yes No

13 DESIGN AND CONSTRUCTION REQUIREMENTS: MAINTENANCE OF TRAFFIC (MOT)

Maintenance of Traffic (MOT) Special Provisions in addition to the Governing Regulations listed in section 8.1 of this document:

13.1 General:

All temporary MOT devices will comply with the National Cooperative Highway Research Program (NCHRP) 350 Hardware report or Manual for Assessing Safety Hardware (MASH).

13.2 MOT Restrictions

13.2.1 Structure SUM-76-0758

The pedestrian traffic may be detoured for a period of time not to exceed 45 days. This pedestrian detour cannot begin prior to June 13, 2016 and the structure is required to be open to pedestrian traffic before August 12, 2016.

All work on this structure (SUM-76-0758) and the approaches to this structure (with the exception of the bridge painting and sealing operations) must be completed during the detour.

The DBT will notify the City of Akron two weeks prior to the closing of the structure.

The official signed detour will be: 19th ST / Silvercrest Ave / Chestnut Ridge Blvd/ East Ave /Silvercrest Ave /22nd St

Lane and shoulder closures on I-76 will be as per the Permitted Lane Closure chart.

A disincentive shall be assessed in the amount of \$2000 for each calendar day the pedestrian traffic exceeds the specified number of days.

13.2.2 Structure SUM-77-0959

13.2.2.1 Ramp B-2 (Northbound IR-77 to Westbound IR-277)

Traffic may be detoured for a period of time not to exceed 60 days. This detour cannot begin prior to August 10, 2015.

All work on this structure (SUM-77-0959) and Ramp B-2 (with the exception of the bridge painting and sealing operations) will have an interim completion date of 10/30/2015. A disincentive shall be assessed in the amount of \$5000 for each calendar day the work is not completed by the specified date.

The official signed detour will be: IR-77N, IR-76W/IR-77N, IR-76W (Place the Detour Signs on the existing overhead signs)

Yield sign on ramp B (IR-77 south to IR-277 west) shall be covered during the closure

13.2.2.2 Ramp B (Southbound IR-77 to Westbound IR-277)

Traffic for this ramp must be maintained at all time. Minimum lane width of 11'-0" must be maintained at all times.

All work on and Ramp B will have an interim completion date of 10/30/2015. A disincentive shall be assessed in the amount of \$5000 for each calendar day the work is not completed by the specified date.

13.2.2.3 IR-77 Southbound

All Lane/Shoulder Closures will be as per the Permitted Lane Closure Chart.

13.2.3 Interstate Lane/Shoulder Closures

No Lane/Shoulder Closures are permitted to occur during the Bridgestone World Series of Golf, August 3-9 (2015) and in 2016 (dates have not been announced by the PGA Tour at the time of bidding this Project).

13.3 Maintenance of Traffic

This item will consist of maintenance of traffic on existing roadways and ramps in accordance with the Ohio Manual of Uniform Traffic Control Devices for Streets and Highways (OMUTCD), current edition, latest revision, the Specifications and the following:

The Contractor will inform the District Office (330) 786-2208, eighteen (18) days prior to the beginning of construction work.

Cones will not be acceptable traffic control devices for lane restrictions or lane reductions that are in operation one half hour after sunset or one half hour before sunrise. All nighttime lane restrictions will require drums or barricades at a maximum spacing of fifty-five (55) feet. Weighted channelizers may be used in accordance with the standard construction drawings.

The Contractor will furnish, erect, maintain and subsequently remove all flags, barricades, signs, sign supports and furnish and maintain all flaggers, watchers and incidentals related thereto.

Payment for all items required by the OMUTCD, the Standard Construction Drawings, the Construction and Material Specifications, the proposal and this scope of services will be included in the Lump Sum payment for Item 614, Maintaining Traffic and will include all labor, materials, equipment, and incidentals to perform the required work.

13.4 Coordination with other Projects

The DBT should be aware of the following projects adjacent to or within the project limits that are either under contract or planned to be under contract during this project. DBT is referred to CMS 105.08. See below for project name, estimated schedule, and brief description. This should not be considered an all-inclusive list:

1. SUM-76-6.31, PID 84655, Scheduled for Sale on 03/05/2015
2. SUM-76/77-11.27/12.22, PID 86979, Scheduled for sale 2/10/15.

The contractor's schedule for the project SUM-76-6.31, PID 84655, shall take precedence over this projects schedule. The closure of ramp B-2 shall not be permitted to begin until all work encompassing the closure of I-76 westbound has been completed by project SUM-76-6.31. The contractor schedule for project SUM-76/77-11.27/12.22, PID 86979, shall also take precedence over this project.

13.5 Additional Description of Required Work and Special Provisions:

13.5.1 Refer to Attachment F for Plan Notes that apply to this Project. All of these notes are to appear in the Construction Plans.

13.5.2 The following notes from the ODOT Traffic Engineering Manual will apply to this project:

1. 642-3 (Item 614, Maintaining Traffic (At All Times))
2. 642-4 (Item 614, Maintaining Traffic (Time Limitation on a Detour))
3. 642-6 (Item 614, Maintaining Traffic Lanes Open During Holidays or Special Events)
4. 642-8 (Item 614, Maintaining Traffic (Notice of Closure Sign))
5. 642-12 (Item 614, Maintaining Traffic (Closing Paragraph for Note))
6. 642-19 (Dust Control)
7. 642-44 (Worksite Traffic Supervisor)

14 DESIGN AND CONSTRUCTION REQUIREMENTS: LOCATION & DESIGN

Location & Design Special Provisions in addition to the Governing Regulations listed in section 8.1 of this document:

14.1 Survey

ODOT Survey Responsibilities:

The Department survey crews have provided the necessary survey requirements, listed below:

1. Centerline control and bench marks
2. Beginning and ending centerline points for the project
3. At least two bench marks for the project (the datum used was that which the project was originally laid out by)
4. Critical points such as P.C., P.I., P.T., T.S., C.S.
5. Vertical clearances for the overhead structures, to serve as a check for the existing vertical clearances

Survey Responsibilities:

All survey data will be submitted using ODOT's standard field codes and GEOPAK's standard mapping codes. Reduced point data, in comma delimited ASCII text format, will be provided for all surveyed points. This data will include: point number, x coordinate, y coordinate, elevation and point ID. Customized GEOPAK information is available on the ODOT CADD web site.

Monumentation will not be disturbed. If the Contractor does disturb the monumentation, then it will be replaced, in-kind, by a Registered Surveyor, with a current registration, recognized by the Ohio State Board of Registration for Professional Engineers and Surveyors. Costs associated for this item will be borne by the Contractor. Copies of all monumentation changes will be forwarded to the District Real Estate Administrator.

All control points, provided by ODOT, will be included in the ASCII file supplied by the DBT to ODOT. They should retain the original point numbers and coordinate values as assigned by ODOT.

The DBT will provide the following items prior to final acceptance of the Record-Drawing plans:

1. Copies of all field notes (written or electronic) which will include the following information:
 - a. Date
 - b. Crew members
 - c. Weather conditions, including temperature, barometric pressure, etc.
 - d. Instrument(s) used (Serial Number)
 - e. Raw observation field data
 - f. Other notes as needed

2. Copies of all Deeds, Plats, Maps and other written evidence used to establish points related to the project including summaries of all parole evidence acquired as a part of the survey operation.
3. Listing of all found monumentation (Horizontal and Vertical).
4. Listing of all monumentation set as part of the project (Horizontal and Vertical) including reference ties for recovery.
5. All monumentation will be located utilizing NAD 83 (Horizontal Data), NAVD 88 (Vertical Data).
6. Short report indicating adjustment factors and methods, signed and certified by a Registered Surveyor (State of Ohio). The Registered Surveyor (State of Ohio) will include in the report the datum used and all associated adjustments used.

14.2 Vertical and Horizontal Alignment:

The existing horizontal and vertical alignment of IR-76 and the SUM-76-0758 Pedestrian Structure will not be adjusted.

The existing horizontal alignment of Ramp B-2 (northbound IR-77 to Westbound IR-277) will not be adjusted.

The vertical alignment of Ramp B-2 (northbound IR-77 to Westbound IR-277) may be adjusted.

14.3 Pavement

14.3.1 The pavement on Ramp B and Ramp B-2 at the IR-77 and IR-277 Interchange will use the following pavement composition:

1. Full Depth Shoulders
 - a. Item 442 – Asphalt Concrete Surface Course, 12.5mm, Type B (446), As Per Plan (T=1 ½") [Plan Note is in Attachment F]
 - b. Item Special - Tack Coat, Trackless Tack For Intermediate Course [Plan Note is in Attachment F]
 - c. Item 442 – Asphalt Concrete Intermediate Course, 19mm, Type B (446) (T=1 ¾")
 - d. Item Special - Tack Coat, Trackless Tack For Intermediate Course [Plan Note is in Attachment B]
 - e. Item 302 – Asphalt Concrete Base, PG64-22 (T=10")
 - f. Item 304 – Aggregate Base, As Per Plan (T=6") [Plan Note is in Attachment F]
 - g. Treat pavement drop-offs with Item 617 – Compacted Aggregate, As Per Plan [Plan Note is in Attachment F]
2. Resurfacing
 - a. Item 442 – Asphalt Concrete Surface Course, 12.5mm, Type B (446), As Per Plan (T=1 ½") [Plan Note is in Attachment F]
 - b. Item Special - Tack Coat, Trackless Tack For Intermediate Course [Plan Note is in Attachment F]
 - c. Item 442 – Asphalt Concrete Intermediate Course, 19mm, Type B (446) (T=1 ¾")
 - d. Item Special - Tack Coat, Trackless Tack For Intermediate Course [Plan Note is in Attachment B]
 - e. Item 254 – Pavement Planning, Asphalt Concrete (Remove all existing asphalt from the existing concrete pavement)
 - f. Treat pavement drop-offs with Item 617 – Compacted Aggregate, As Per Plan [Plan Note is in Attachment F]

14.3.2 Full Depth Pavement Repairs on Ramp B and Ramp B-2 at the IR-77 and IR-277

Full Depth Pavement Repairs will be performed in the areas of Resurfacing on Ramp B-2 at the IR-77 and IR-277 Interchange. The Project Engineer will mark the areas for the repairs after the asphalt has been removed from the existing concrete pavement. Payment for this work will be made on a unit cost basis and an estimated quantity has been provided in the Proposal. The following items of work will be performed:

- a. Item 255 – Full Depth Pavement Removal and Replacement, Class QC1
- b. Item 255 – Full Depth Pavement Sawing
- c. Item 203 – Excavation (For Pavement Repair) [Plan Note is in Attachment F]
- d. Item 304 – Aggregate Base (For Pavement Repair) [Plan Note is in Attachment F]

14.4 Roadway

14.4.1 Ramp B (Southbound IR-77 to Westbound IR-277)

1. The vertical profile may not be adjusted
2. The horizontal alignment may not be adjusted
3. Remove the existing asphalt concrete from the existing concrete base pavement and resurface the existing concrete with the pavement buildup shown in Section 14.3.
4. Resurface the existing right shoulder (as you are looking upstation) with the pavement buildup shown in Section 14.3.
5. Remove, replace and widen the existing left shoulder (as you are looking upstation) with the pavement buildup shown in Section 14.3. The width of the new widened paved shoulders will be 15'-0". Provide an appropriate transition to the new paved shoulder width along Ramp B-2 (see other requirements for Ramp B-2 in the next section)
6. If the DBT impacts the existing concrete base pavement then it will be replaced with Item 305 – Concrete Base (with the same thickness as the existing), the existing aggregate base will be replaced with Item 304 – Aggregate Base and it will be surfaced with the Resurfacing Pavement Buildup as shown in Section 14.3.
7. Widen the embankment, as needed, according to Geotechnical Bulletin GB 2
8. Barrier Protection Requirements
 - a. Remove and replace all existing guardrail to meet current standards.
 - b. Connections between the new Guardrail and any fixed object (i.e. Concrete Barrier, Bridge Parapets, etc.) must be made with current standards;
 - c. Guardrail installed will have Paving Under Guardrail (T=3"). Pave from the edge of the shoulder to 1'-0" behind the guardrail post at a minimum.
 - d. The Guardrail Offset will match the Bridge Width
9. Superelevation will meet the existing rates

14.4.2 Ramp B-2 (northbound IR-77 to Westbound IR-277)

1. The vertical profile may be adjusted
2. The horizontal alignment of may not be adjusted
3. Remove the existing asphalt concrete from the existing concrete base pavement and resurface the existing concrete with the pavement buildup shown in Section 14.3
4. Remove, replace and widen the existing shoulders with the pavement buildup shown in Section 14.3. The width of the new widened paved shoulders will match the width of the SUM-77-0959 Structure. See Section 14.3 for additional widening requirements for the left shoulder (as you are looking upstation)
5. If the DBT impacts the existing concrete base pavement then it will be replaced with Item 305 – Concrete Base (with the same thickness as the existing), the existing aggregate base will be replaced with Item 304 – Aggregate Base, and it will be surfaced with the Resurfacing Pavement Buildup as shown in Section 14.3.
6. Widen the embankment, as needed, according to Geotechnical Bulletin GB 2
7. Barrier Protection Requirements
 - a. Remove and replace all existing guardrail to meet current standards.
 - b. Connections between the new Guardrail and any fixed object (i.e. Concrete Barrier, Bridge Parapets, etc.) must be made with current standards;
 - c. Guardrail installed will have Paving Under Guardrail (T=3"). Pave from the edge of the shoulder to 1'-0" behind the guardrail post at a minimum.
 - d. The Guardrail Offset will match the Bridge Width
8. Superelevation will meet the existing rates

14.4.3 For Structure SUM-77-0959 (Ramp B-2 over IR-77SB) the following will apply:

1. Approach Slabs (25'-0" long) will be full width. Provide Parapet Transitions on the Approach Slabs.
2. The vertical profile of Ramp B-2 may be adjusted
3. The horizontal alignment of Ramp B-2 may not be adjusted

14.5 Drainage: Yes No

14.5.1 Post-construction storm water Best Management Practices (BMP)

1. Post-construction storm water Best Management Practices (BMP) according to Location and Design Manual are to be investigated and installed as required.
2. Post Construction Best Management Practices shall be designed and constructed as per the Location and Design Manual Volume 2.

14.5.2 Ramp B (Southbound IR-77 to Westbound IR-277) and Ramp B-2 (northbound IR-77 to Westbound IR-277)

1. Reuse of existing underdrains is not permitted.
2. Install new 6" Underdrains (the use of 4" underdrains will not be permitted) within the limits of the full depth shoulder replacement and widening at the locations shown in the Location and Design Manual Volume 2. Provide appropriate outlets of the underdrains.
3. Reuse of existing drainage structures/pipes/etc (except underdrains) within the projects limits is permitted providing the construction activities do not impact the item, otherwise the item is required to be replaced.

14.6 Design Exceptions:

Previously Approved Design Exceptions: None

The Consultant will meet all Design Criteria in Location and Design Manual Section 105.1.

14.7 Landscape: Yes No

14.8 Fencing: Yes No

Right of Way fence which will be disturbed during the construction will be removed and new fence of the same type will be installed at the conclusion of the structure work.

15 DESIGN AND CONSTRUCTION REQUIREMENTS: STRUCTURES

15.1 Existing Structures Identification:

Structure Identification: Bridge # SUM-76-0758 Over IR-76
Structure File Number: 7705794

Structure Identification: Bridge # SUM-77-0959 Over SB IR-77
Structure File Number: 7702671

15.2 Design and Construction Requirements of Structure: SUM-76-0758

in addition to the Governing Regulations listed in section 8.1 of this document:

Existing Structure Data:

Length: 207.06'±
Width o/o: 10'-0"±
Design Loading: 85 lbs/sf Live Load
Type: Continuous Steel Beam w/ Reinforced Concrete Deck & Substructure
Spans: 43'-0" ± --- 57'-0" ± --- 57'-0" ± --- 46'-0" ±
Date Built: 1965

Alignment & Profile:

Alignment: Existing Relocated By ODOT By DBT
 Profile: Existing Relocated Feathered (Adjustment)
 By ODOT By DBT

Transverse Sections:

Roadway Width: 8'-0" t/t curb (10'-0" out/out)
 Railing: Type: Curb Height: 6"
 Fence: Yes No Height / Configuration: VPF-1-90 (PS-2/BP-2) / 10'-0" curved
 Sidewalks: Yes No Width: 8'-0"

See Attachment D (SUM-76-0758 Proposed Transverse Section) for Proposed Transverse Section

Investigate the need for **Prefabricated Structure**: Yes No

Investigate the need for **Retaining Walls**: Yes No

The Consultant will use the same span lengths shown on the existing original plans for the design, and preparation of the detail construction plans for the construction of this structure. The number of spans must also remain the same.

All **Shop Drawings** will comply with Item 501.

The Department will not provide foundation investigation.

Additional Description of Required Work and Special Provisions:

- A. Replace the existing bridge deck
- B. Vertical Clearance
 - 1. The elevations of the existing beams will not be permitted to be modified
 - 2. The existing minimum vertical clearance is 17'-0"±. Field measurements were performed by ODOT D04 bridge Inspectors on 7/08/2014, this information is provided for your use as Attachment A of the Scope of Services but the DBT must verify this prior to Construction beginning
- C. Provide details for and construct new full width Approach concrete walks, min 6" thickness (15'-0" on West End, 20'-0" on East End)
- D. Structure Loading Requirements will be as per Bridge Design Manual.
- E. Superstructure
 - 1. The superstructure will conform to the proposed Transverse Section for the Bridge is provided in Attachment D
 - 2. Provide new reinforced composite bridge deck
 - 3. The existing beams will be reused and not replaced
 - 4. Provide an appropriate Expansion Joint between the bridge ends and the abutments
 - 5. Perform Bridge Painting of the new and existing beams, cross frames, etc. The color of the paint will be Federal Color Number 10080 (Brown)
- F. Substructure
 - 1. Remove and the replace the existing backwall to the elevation of the beamseats
 - 2. It is permitted to reuse the existing bearing devices
 - 3. Place new porous backfill with filter fabric and drainage pipe behind the abutments.
 - 4. Inspect the concrete substructure, mark the areas to be patched and perform the required patching
Payment for this item of work will be made on a unit cost basis and an estimated quantity has been provided in the Proposal
- G. Seal concrete surfaces including walking surface, curb, parapets, wingwalls, abutments, and piers using Epoxy-Urethane Sealer, limits of sealing is as per the Bride Design Manual. The color of the sealer will conform to Federal Color Number 13522 (Buff)

- H. Pave the slopes under the structure with Concrete Slope Protection as per CMS 601.07 (Concrete Slope Protection)
- I. Install Vandal Protection Fence as per Standard Drawing VPF-1-90, using Post Section PS-2 (10'-0" curved)
- J. Remove the existing bollards and replace with a single bollard on each end of the structure
- K. Before and after all construction is complete the DBT will have a Registered Surveyor provide vertical clearance measurements. The before measurements will be supplied to the Project Engineer before any work has started on the bridge.

15.3 Design and Construction Requirements of Structure: SUM-77-0959

in addition to the Governing Regulations listed in section 8.1 of this document:

Existing Structure Data:

Length:	217.98'±
Width o/o:	30'-0"±
Design Loading:	CF 2000 Adequate for AASHTO Alternate Loading
Type:	Continuous Steel Beam w/ Reinforced Concrete Deck & Substructure
Spans:	61'-6"± --- 88'-0"± --- 61'-6"±
Date Built:	1966

Alignment & Profile:

- Alignment: Existing Relocated By ODOT By DBT
- Profile: Existing Relocated Feathered (Adjustment)
 By ODOT By DBT

The existing profile may be adjusted by the DBT.

Transverse Sections:

Roadway Width:	35'-0" t/t barrier		
Railing:	Type: SBR-1-13	Height:	42"
Fence:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Height / Configuration:	N/A
Sidewalks:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Width:	N/A

Investigate the need for **Prefabricated Structure**: Yes No

Investigate the need for **Retaining Walls**: Yes No

The Consultant will use the same span lengths shown on the existing original plans for the design, and preparation of the detail construction plans for the construction of this structure. The number of spans must also remain the same. The new widened structure must be widened to the right holding the left outside parapet location and will conform to the proposed Transverse Section for the Bridge provided in Attachment E.

All **Shop Drawings** will comply with Item 501.

Foundation Investigation was performed by S&ME Inc and a copy has been provided with the Scope of Services in Attachment D. If additional field information is required the DBT will be responsible for collecting the data.

Additional Description of Required Work and Special Provisions:

- A. Remove and replace the existing bridge deck, install a new widened composite bridge deck and substructure.
- B. Widen the structure to the right which will conform to the proposed Transverse Section for the Bridge provided in Attachment E
- C. Vertical Clearance
 - 1. The existing minimum vertical clearance is 15'-11"±. Field measurements were performed by ODOT D04 bridge Inspectors on 7/08/2014, this information is provided for your use as

- Attachment A of the Scope of Services but the DBT must verify this prior to Construction beginning
2. The existing vertical clearance may not be reduced
- D. Provide details for and construct new full width Approach Slabs (25'-0" long). Provide the Parapet Transition on the Approach Slab.
 - E. Install guardrail to current standards and provide details as necessary to incorporate the bridge terminal assemblies.
 - F. Perform Structure Load Rating (Bridge Design Manual Section 900) and include the Future Wearing Surface.
 - G. Structure Loading Requirements
 1. Superstructure
 - a. Deck: As per Bridge Design Manual Section 301.4
 - b. Existing Beams w/ Composite Deck: Check with loading as per Bridge Design Manual Section 301.4. If this check fails then HS25 in the Bridge Design Manual will be replaced with HS20 and will be the minimum accepted loading
 - c. New Beams w/ Composite Deck: Loading requirements will match the loading being used for the Existing Beams w/ Composite Deck
 2. Widened Substructure: As per Bridge Design Manual Section 301.4
 3. Remainder of Substructure: The DBT is not required to check
 - H. Superstructure
 1. Provide a new reinforced composite concrete bridge deck
 2. Provide new beam line(s) and the only acceptable material for the beams will be steel
 3. Perform fatigue retrofit of the existing cover plates including all associated work required for the retrofit, including but not limited to moving and/or modifying the existing cross frames.
 4. Provide an appropriate Expansion Joint between the bridge ends and the abutments
 5. Perform Bridge Painting of the new and existing beams, cross frames, etc. The color of the paint will be Federal Color Number 13522 (Buff)
 6. Construct new 42" concrete bridge railing per Standard Drawing SBR-1-13
 7. Remove and replace corroded crossframes as directed by the project Engineer. The DBT will include in the bid an estimated quantity of 10 crossframes to be removed and replaced.
 8. Perform calculations (as per the Bridge Design Manual and the Location and Design Manual) to determine if Scuppers are required and provide if required.
 - I. Substructure
 1. Widen the existing Piers and Abutments
 - a. The widened piers will be of the Cap and Column Type
 - b. The widened abutments will provide a straight wingwall, turn back wing walls will not be acceptable
 - c. The widened Substructure Units will be supported on Drilled Shafts, Piles, or Rock. If the DBT chooses to found the widened Substructure units on rock then the following requirements must be met: minimum embedment of the footing into rock of 3" and the bottom elevation of the new footing must be equal to or below the elevation of the adjacent existing footing elevation.
 2. Widen the existing abutments
 - a. Remove the existing abutments to a point at least 1'-0" below the existing beam seat.
 - b. Provide new bearings at the abutments
 3. If the existing pier bearings are reused then the bearings must be refurbished
 4. Inspect the concrete substructure, mark areas to be patched and perform the required patching. **Payment for this item of work will be made on a unit cost basis and an estimated quantity has been provided in the Proposal.**
 5. Place new porous backfill with filter fabric and drainage pipe behind the abutments.
 6. Embankment required under the approach slabs will be Granular Material Type B
 - J. Seal concrete surfaces including parapets, wingwalls, abutments, and piers using Epoxy-Urethane Sealer, limits of sealing is as per the Bride Design Manual. The color of the sealer will conform to Federal Color Number 17778 (Light Neutral)
 - K. Pave the slopes under the structure with Concrete Slope Protection as per CMS 601.07 (Concrete Slope Protection)

- L. Before and after all construction is complete the DBT will have a Registered Surveyor provide vertical clearance measurements. The before measurements will be supplied to the Project Engineer before any work has started on the bridge.

15.4 Noise Barrier

N/A

16 DESIGN AND CONSTRUCTION REQUIREMENTS: TRAFFIC CONTROL

16.1 Pavement Markings and Delineators Special Provisions

in addition to the Governing Regulations listed in section 8.1 of this document:

- A. Pavement Markings: Yes No [Item 642]
- B. Raised Pavement Marker: Yes No
- C. Delineators: Yes No
- D. Barrier Reflectors: Yes No
All barrier reflectors will conform to Item 626 and will be placed on bridge parapets and guardrail blockouts, in accordance with current design standards.
- E. Object Markers: Yes No
All object markers will conform to Item 630, Sign, Flat Sheet Sign

16.2 Signing Special Provisions

in addition to the Governing Regulations listed in section 8.1 of this document:

- A. Flat Sheet Signs: Yes No.
 - 1. Install new Structure Identification Signs at SUM-076-0758 & SUM-077-0959 Structures
 - 2. Replace any signs impacted by construction
- B. Extrusheet Signs: Yes No
 - 1. Replace any signs impacted by construction
- C. Ground Mounted Post Supports: Yes No
 - 1. Replace any signs impacted by construction
- D. Ground Mounted Beam Supports: Yes No
 - 1. Replace any signs impacted by construction
- E. Overhead Supports: Yes No
 - 1. Replace any signs impacted by construction

16.3 Lighting Special Provisions

Any affected circuitry will be replaced in kind. Only concrete pull boxes may be installed or re-used (if existing).

16.4 Traffic Signals Special Provisions

N/A

16.5 Intelligent Transportation System (ITS)

N/A

17 PROJECT SCHEDULE REQUIREMENTS

The current edition of Proposal Note 107 will be met or exceeded.

18 PLAN SUBMITTALS AND REVIEW REQUIREMENTS

18.1 Plan Components:

All plans submitted by the DBT will be in conformance with the following ODOT manuals:

- A. Real Estate Policies and Procedures Manual Section 3100.
The DBT will also identify all topographic features within the existing and proposed Right-Of-Way limits, including underground utilities.
- B. Bridge Design Manual.
- C. CADD Standards Manual
- D. Location and Design Manual, Volume 3:

The following sections of the Location and Design Manual, Volume 3 are **NOT** required:

1302.13	Plan Signatures
1307.2	General summary sheet
1307.3	Subsummaries
1307.4	Quantity Calculations
1310.3	Earthwork and Seeding Quantities

Units of measure are **NOT** required.

Simplified plans (section 1301.2) are **NOT** allowed, except as noted in other sections of the Scope of Services.

18.2 Quality Control:

The DBT will be responsible for the professional quality, technical accuracy and adherence to the Governing Regulations listed in section 8.1 of this document, for all plan submittals required under this contract.

The DBT will immediately notify the Department of any apparent discrepancy between the various design and construction manuals and the Conceptual Documents.

Unless stated otherwise, review comments do not revise the scope or intent of the project and do not constitute a request for changes beyond the current contracted Scope of Services

In the event the Department determines that any required submission is incomplete, contains inaccuracies which preclude a meaningful review, or does not adhere to the Governing Regulations listed in section 8.1 of this document, the Department will advise the DBT of the shortcomings and direct the DBT to revise and resubmit the plan. No time extension will be granted as a result of such action. The Department will schedule a review meeting or issue review comments as appropriate.

In the event the DBT believes that any review comment, or orders issued by the Department, require a change to the scope of the agreed work, the DBT will first contact the Department for clarification and will, within 10 days of receipt of the comments or orders, provide written notice to the District Project Manager and Project Engineer concerning the reasons why the DBT believes the scope has been changed.

18.3 Stage 1 Plan Review Submission:

The DBT will submit the Stage 1 detailed design plan submissions as per Location & Design Manual, Volume 3 for review by ODOT. These submission milestones must be shown on the Progress Schedule.

Each Plan Sheet will be clearly marked "Stage 1 – Not for Construction".

The Department will have ten (10) Work Days (the following are excluded as Work Days: State Holidays, Federal Holidays, Saturdays, Sundays, Friday after Thanksgiving Day, day before Christmas Day, days between Christmas Day and New Year's Day) from receipt to review complete submissions. This review time must be shown on the required Progress Schedule.

Following the review the Department will return to the DBT marked plans noted ‘ACCEPTED’, ‘ACCEPTED AS NOTED’ or ‘NOT ACCEPTED’ as described in section 105.02 of the Construction and Material Specifications. The DBT will correct errors, incorporate changes, perform investigations and make related changes to the plans and supporting documents prior to submitting the Stage 2 Plan Review Submittal.

Plan Review Distribution Table : The DBT will supply half size (11" x 17") paper prints or TIFF Images, as noted below, simultaneously to the parties indicated below.

	Number of half size Sets
ODOT District Planning & Engineering	TIFF Images on Electronic Media [i.e. CD, DVD, etc]
ODOT District Construction	0
Each affected utility and railroad	2

18.4 Major Design Decision:

Separate submittals for concurrence with major design decisions made after the Stage 1 Review are required. Major design decisions involve significant utility relocation, unforeseen acquisition of ROW, traffic operation or geometric decisions that involve two or more viable solutions, and any other decision that impacts the public, operation of the facility or future maintenance.

When the DBT becomes aware of additional decisions during the course of the design, they must advise the District Project Manager in writing.

18.5 Stage 2 Plan Review Submission:

For each Buildable Unit the Consultant will submit Stage 2 detailed design plans as per Location & Design Manual, Volume 3 for review by ODOT. All submissions must be shown on the required Progress Schedule.

Each Plan Sheet will be clearly marked “Stage 2 – Not for Construction”.

The Department will have ten (10) Work Days (the following are excluded as Work Days: State Holidays, Federal Holidays, Saturdays, Sundays, Friday after Thanksgiving Day, day before Christmas Day, days between Christmas Day and New Year’s Day) from receipt to review complete submissions. This review time must be shown on the required Progress Schedule.

Following the review the Department will return to the DBT marked plans noted ‘ACCEPTED’, ‘ACCEPTED AS NOTED’ or ‘NOT ACCEPTED’ as described in section 105.02 of the Construction and Material Specifications. The DBT will correct errors, incorporate changes, perform investigations and make related changes to the plans and supporting documents prior to submitting construction plans.

Plan Review Distribution Table: The DBT will supply half size (11" x 17") paper prints or TIFF Images, as noted below, simultaneously to the parties indicated below .

	Number of half size Sets
ODOT District Planning & Engineering	TIFF Images on Electronic Media [i.e. CD, DVD, etc]
ODOT District Construction	0
Each affected utility and railroad	2

18.6 Construction Plans:

After the review comments for the Stage 2 review submission have been complied with, and following approval of the design documentation, the DBT will prepare plan sets for use during construction. All review comments will be resolved in writing by the DBT to the satisfaction of the Department before the DBT submits the construction plans. Each plan sheet will have its last revised date noted on the sheet and clearly marked ‘Approved For Construction’.

The ‘Approved For Construction’ plan set will be signed, dated and sealed by a Professional Engineer. Physical construction will not begin until the plans marked ‘Approved For Construction’ are delivered to each party

on the Plan Distribution Table below. No time extensions will be approved by the District Construction Engineer if the plan distribution is not completed and project delays occur as a result.

Plans Distribution Table : The DBT will supply full size (22" x 34") and/or half size (11" x 17") paper prints or TIFF Images, as noted below, of the each plan submission simultaneously to the parties indicated below :

	# of Full Sets	# of Half Sets
ODOT District Planning & Engineering	TIFF Images on Electronic Media [i.e. CD, DVD, etc]	
ODOT District Construction	2	4
Federal Highway Administration	0	0
Each affected utility or railroad company	0	2
City of Akron	0	1
County of Summit Engineer	0	1

18.7 Plan Distribution Addresses:

Ohio Department of Transportation, District 4
Office of Planning and Engineering
2088 South Arlington Road
Akron, Ohio 44306
Attn: Thomas J Powell, PE

Ohio Department of Transportation, District 4
Office of Construction
2088 South Arlington Road
Akron, Ohio 44306
Attn: Anthony Pamer, PE

Federal Highway Administration
200 North High Street, Room 328
Columbus, Ohio 43215-2408
Attn: Daniel Brodhag, PE

Utility Companies
(As shown in section 12)

19 BUILDABLE UNITS (BU)

Definition: Buildable Units are portions of the projects which can be designed, reviewed and built with only limited controls and assumptions coming from the design of other portions of the project. Often a Buildable Unit will be defined by a geographic area within the plan, but it may also be defined by types of work or construction stages which may require or permit similar, nearby work to be divided into separate Buildable Units. All Buildable Units will summarize the materials required to construct that portion of the project. The summary will include the Construction and Material Specifications Item Number, and a description of the materials to be used.

General: The DBT may break the project work into two or more separate BU which can be progressed through design and construction with minimal or known effect on each other and/or which can be dealt with sequentially such that sufficient data is available for design and review of each BU. In order that the design and construction of one BU may proceed without significant approved information from an associated BU, the DBT may develop and propose assumptions which will allow for the first BU to proceed through design and/or construction. These assumptions will be submitted for review and comment but their accuracy and effort upon the Stage 2 design are the sole responsibility of the DBT. Should error in these assumptions result in additional work, remedial work or other changes to assure an acceptable design or should they result in the need to remove work and substitute additional work, the Contractor will be responsible for all such costs including, removal of unacceptable materials from the site, modification, additional work, repairs, etc. as necessary to produce an acceptable result.

If the DBT elects to develop Buildable Units, the DBT will prepare, for review by the Department, a table of Buildable Units for the project with each BU described in detail. If the table is approved, the DBT will modify the Progress Schedule to show a separate group of activities for BU and these activities will encompass all of the design and construction work in each BU. Work activities will be further separated in the Progress Schedule to show a meaningful completion status (i.e. separate activities comprising the placement of a bridge deck on steel beams will

describe; shoring, form building, steel placement, placement of conduit & joints, pouring concrete, forming parapets, pouring or slip forming parapets, provision of membranes, provision of wearing surfaces, curing, repair, form removal, cleaning, etc.)

The Stage 2 Review Submission and construction plans will specifically be identified by the Buildable Unit code. If the design of a BU requires input information from an adjacent or related BU, the source for that information in previously approved plans will be cited or the DBT will provide an estimated value of the data. The input data will also be carefully identified. In the same way any assumption, calculations or results from the stage and BU which are used as input to another BU will be similarly identified, and where appropriate, compared back to that BU to verify previous assumptions. Should assumptions not match values calculated later, the DBT will re-analyze all affected components and determine appropriate changes. Should those elements have already been constructed; the DBT will recommend repairs, adjustments, modifications or replacement of the existing work as necessary to comply with the Scope of Work. All costs for re-design, re-submissions, modifications, removals, disposal of materials and new work needed to remedy the project and bring it to compliance will be borne by the Contractor and no time extensions will be approved for this.

20 INDEX OF ATTACHMENTS

ATTACHMENT A	Vertical Clearance Measurements
ATTACHMENT B	Item Special - Tack Coat, Trackless Tack Item Special - Tack Coat, Trackless Tack For Intermediate Course
ATTACHMENT C	Structure and Roadway Subgrade Soils Investigation Report – S&ME
ATTACHMENT D	SUM-76-0758 Proposed Transverse Section
ATTACHMENT E	SUM-77-0959 Proposed Transverse Section
ATTACHMENT F	Required Plan Notes

Attachments are located at: <ftp://ftp.dot.state.oh.us/pub/Contracts/Attach/SUM-98061/Attachments/>