

**Project Number:** 110175

**PID #:** 83044

**Contract ID:** SUM83044

**DBE Goal: 9%**

Summit

IR-76-8.42

(CITY OF AKRON)

E110(200)

BRIDGE REPAIR

Work Type Percentage Performed by Prime: 50

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

# PROPOSAL

STATE OF OHIO

DEPARTMENT OF TRANSPORTATION

Jerry Wray, Director

March 24, 2011

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

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

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

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

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

#### **Prequalification**

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

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

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

### **PN 019 – 04/15/2005 - PREPARATION OF PROPOSAL**

#### **ELECTRONIC BIDDING REQUIREMENTS**

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

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

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

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

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

Addenda and/or amendments must be acknowledged in the Miscellaneous Section of the Expedite (EBS) file in order for your bid to be considered for award of this project. The section contains the certification of receipt of all hard copy proposals, addenda, amendments, plans,

standard specifications and supplemental specifications. Supplemental Questionnaire information regarding the bidder's outstanding ODOT and non-ODOT work, EEO certification (on Federally-funded projects only), and certification against debarment and suspension have also been included in this section. Bid Express will not accept bids that do not have amendments incorporated. Failure to incorporate changed quantities or items in your Expedite (EBS) submissions will result in the rejection of your bid.

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

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

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

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

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

#### **PN 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 014 - 06/29/2010 - DRUG-FREE WORKPLACE**

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

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

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

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

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

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

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

**PN 012 - 10/15/2004 - ODOT CONTRACTS ADMINISTERED IN THE CITY OF AKRON**

Any and all contractors who will perform work on a project within the municipal limits of the City of Akron must, prior to the commencement of construction, obtain a tax account number and a Certificate of registration from the City of Akron, Division of Income Tax. See Ordinance Number 534-1992, Section 99.09(H). Said Certificate must be presented at the initial preconstruction meeting between the parties to the contract.

Possession by the contractor of an invalid Certificate of Registration may be cause for suspension of work as set forth by the contract. Said Certificate may be revoked under the conditions set forth by Ordinance Number 534-1992, Section 99.09(H).

**PN 008 - 01/15/2010 - SPECIFICATION AND SUPPLEMENTAL SPECIFICATIONS, POLICIES AND SPECIAL PROVISIONS INCORPORATED BY REFERENCE AS IF REWRITTEN HEREIN**

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

Policies:

Policy 27-003 (P) Partnering On Construction Projects

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

Standard Procedures:

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

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

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

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

Copies of the above-referenced Policies, Standard Procedures and Special Provisions policies can be found on our website at

<http://www.dot.state.oh.us/Divisions/ConstructionMgt/OnlineDocs/Pages/ConstructionPolicies.asp>

X.

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

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

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

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



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

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

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

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

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

**PN 015 - 10/15/2004 - CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS**

The required contract provisions for federal-aid construction contracts (contained in Form FHWA 1273 revised April 1993) 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 – 10/17/2008 - 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>

**Effective 1/1/08 the New Hire Definition will be as follows:**

Individual who has a break in service (not on an employer's payroll) for a period of 60 days or longer and the person affected is not a salaried employee, but belongs to a union craft. If this person is rehired the following Spring (construction industry), that person is to be considered a new hire even though the individual may have worked for the contractor the previous construction season or prior years. 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 60 days or longer.

**Effective 4/1/09:**

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 60 days 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](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 subcontractor, if applicable. By signing the affidavit, the noted firm agrees that the payment amount recorded is true and accurate as of the payment time period.

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

#### **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 – 06/23/2009 - 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 awarded Contractor's bid 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 Office of Contracts. The written request must indicate a good faith effort was made to meet the goal and be sent to the Administrator, Office of Contracts, 1980 West Broad Street, Columbus, Ohio, 43223. There will be no extension of time for the project granted if the Contractor wishes to avail 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 Contractor must provide the following information and documentation when requesting DBE goal waiver:

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

Ohio Department of Transportation  
Attention: Administrator, Office of Contracts  
1980 West Broad Street  
Columbus, Ohio 43223

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

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

## **SANCTIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<b>Work Type Code</b>	<b>Work Type Description</b>	<b>Work Type Code</b>	<b>Work Type Description</b>
1	Clearing & Grubbing	29	Structure Repairs
2	Building Removal	30	Hydrodemolition
3	Gas, Oil, Water Well Abandonments	31	Structural Steel Repairs
4	Roadway Excavation & Embankment Construction	32	Heat Straightening
5	Major Roadway Excavations	33	Tieback Installation
6	Incidental Grading	34	Earth Retaining Structures
7	Soil Stabilization	35	Drainage (Culverts, Misc.)
8	Temporary Soil Erosion & Sediment Control	36	Guardrail / Attenuators
9	Aggregate Bases	37	Fence
10	Flexible Paving	38	Misc. Concrete
11	Apply Bituminous Treatments	39	Maintenance of Traffic
12	Rigid Paving	40	Waterproofing
13	Pavement Planning, Milling, Scarification	41	Raised Pavement Markers
14	Concrete Texturing	42	Signing
15	Sawing	43	Highway Lighting
16	Flexible Replacement	44	Traffic Signals - Standard
17	Rigid Pavement Replacement	45	Pavement Markings
18	Pavement Rubblizing, Breaking, Pulverizing	46	Landscaping
19	Structure Removal	47	Mowing
20	Level 1 Bridge	48	Trucking
21	Level 2 Bridge	49	Herbicide 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 - 07/09/2009 -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/dba.aspx#3>

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.

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 and all subcontractors shall submit to the District Construction Office, certified payrolls 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:

Employee name, address, 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. Original signature of a company officer on the certification statement.



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

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

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

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

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

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

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

**REPORTING BID RIGGING**

To report bid rigging activities call:

1-800-424-9071

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

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

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

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

**PN 420 - 01/21/2010 - SURFACE SMOOTHNESS REQUIREMENTS FOR PAVEMENTS**

**DESCRIPTION:** The surface tolerance specification requirements are modified as follows for all mainline lanes and collector-distributor road pavements of constant width with 3 (75 mm) or more inches of new asphalt pavement specified or 5 (125 mm) or more inches of new concrete pavement specified. Areas not part of this specification include ramps, acceleration lanes, deceleration lanes, turn lanes including center turn lanes, shoulders, crossovers, approach slabs, and bridge decks.. Also not included are cross roads and side roads with less than 1 centerline mile (1.6 km) of continuous paving regardless of the thickness. Areas not part of this specification are subject to the requirements of the original item(s) specified.

If the pavement surface is Rubberized Open Graded Asphalt Friction Course (Supplemental Specification 803), this specification applies to the surface of the course immediately below.

**MATERIALS AND EQUIPMENT:** Provide smoothness measuring equipment conforming to Supplement 1058. Furnish the Department's approval letter of the profiler and the operator to the Engineer. The Engineer will verify the smoothness measuring equipment conforms to Supplement 1058. The Engineer will verify the profile operator's certification against the operator list posted on the Office of Innovation, Partnerships & Energy webpage. Furnish equipment meeting the requirements of C&MS 257.02 for performing corrective diamond grinding.

**SMOOTHNESS MEASUREMENT:** Measure the pavement surface smoothness in both wheel paths. Wheel paths are located parallel to the centerline of the pavement and approximately 3.0 feet (1.0 m) inside all lane edges, measured transversely. Ensure the path of the profiler is parallel to the lane edges at all times. Measure the entire length of pavement, starting and stopping the profile runs when the profile sensor(s) is within 1.0 foot (0.3 m) of any existing pavement, pressure relief joint, approach slab, or other non pavement features (i.e. manholes, valve boxes). Remove any objects such as dirt, debris, curing covers, etc., prior to performing the surface smoothness measurements. Replace any curing covers after the measurements are taken. Repair any membrane curing damaged during the measurements.

Do not perform any surface smoothness measurements until the pavement has cured sufficiently to allow measuring without damaging the pavement. When the pavement will not support the profiler on the next working day, notify the Engineer and inform the Engineer when the profile will be run. Notify the Engineer each day prior to performing any measurements.

Develop an International Roughness Index (IRI) according to ASTM E 1926 for each 0.1-mile (0.16 km) section. Submit two copies of the summary report from ProVAL conforming to Supplement 1110 and two electronic copies of all longitudinal pavement profiles in ProVAL compatible format to the Engineer. The Engineer will submit one copy of the summary report and one electronic copy of the profiles to the Office of Innovation, Partnerships & Energy.

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

**MANDATORY CORRECTIVE WORK:** Perform corrective work for the applicable surface type as required. Do not include pavement within 40 feet (12.2 m) of a bridge deck or approach slab in any 0.1-mile (0.16 km) section evaluated for pay adjustment. These 40 feet (12.2 m) sections will be measured and evaluated for localized roughness corrections

**Asphalt Concrete Surface:** Correct all localized areas of roughness having deviations, high or low points, with an IRI in excess of 160 inches per mile (2.53 m/km) in 25 feet (7.6 m). Correct any 0.1-mile (0.16 km) sections having an IRI greater than 95 inches per mile (1.50 m/km). Perform corrective work by removing and replacing to the depth necessary to correct the deviations or by diamond grinding. Use asphalt concrete meeting the contract requirements for the replacement work. Apply Item 407 *Tack Coat* prior to placing the surface course. Limit the length of any one diamond grinding location to no more than 30 feet (10 m), measured longitudinally. The amount of diamond grinding per 0.1-mile (0.16 km) section is limited to no more than 10% of the section length, otherwise, remove and replace is required. The total amount of grinding is limited to no more than 5% of the lane-miles (lane-km) eligible for a pay adjustment.

Re-measure each 0.1-mile (0.16 km) section where corrective work was performed to ensure the IRI is less than 95 inches per mile (1.50 m/km) and there are no localized areas of roughness with an IRI in excess of 160 inches per mile (2.53 m/km) in 25 feet (7.6 m). Perform additional corrective work until the IRI is less than 95 inches per mile (1.50 m/km) for each 0.1 mile (0.16 km) section and any localized roughness areas have an IRI less than 160 inches per mile (2.53 m/km) in 25 feet (7.6 m).

If the final surface course is Item 803, seal any diamond ground areas with material meeting the requirements of 702.04 prior to placing the Item 803.

**Portland Cement Concrete Surface:** Correct all localized areas of roughness having deviations, high or low points, with an IRI in excess of 160 inches per mile (2.53 m/km) in 25 feet (7.6 m). Correct any 0.1-mile (0.16 km) section having an IRI greater than 95 inches per mile (1.50 m/km). Perform corrective work by diamond grinding or removing and replacing. Use Portland cement concrete meeting the contract requirements for the replacement work.

Re-measure each 0.1-mile (0.16 km) section where corrective work was performed to ensure the IRI is less than 95 inches per mile (1.50 m/km) and there are no localized areas of roughness with an IRI in excess of 160 inches per mile (2.53 m/km) in 25 feet (7.6 m) or less. Perform additional corrective work until the IRI is less than 95 inches per mile (1.50 m/km) for each 0.1 mile (0.16 km) section and any localized roughness areas have an IRI less than 160 inches per mile (2.53 m/km) in 25 feet (7.6 m).

Complete all corrective work prior to determination of pavement thickness.

If corrective work is required the surface texture after diamond grinding is acceptable and no additional texturing is required.

**EXEMPTED CORRECTIONS:** Required corrective work resulting from contract requirements for maintaining traffic are considered exempted corrections. Exempted corrections occur primarily at ramps or other access points where paving must be suspended in order to maintain traffic. Required corrective work due to paving suspensions at the end of a work period, material availability, weather, or any reason other than maintaining traffic is not considered exempted corrections. No exempted corrections exist on projects where the maintenance of traffic plan does not interfere with paving operations. Perform exempted corrections according to the requirements for mandatory corrective work.

**METHOD OF MEASUREMENT:** Determine the IRI for each lane for each 0.1-mile (0.16 km) section of paving. The IRI for a 0.1-mile (0.16 km) section is the average of the IRI of the two wheel paths.

**PAY ADJUSTMENTS:** A lump sum pay adjustment will be made according to the following schedule for each lane for each 0.1-mile (0.16 km) section, regardless of lane width. Pay adjustments are based on pavement thickness. Pavement thickness is the total thickness of asphalt concrete, Portland cement concrete, or both placed as part of the contract and does not include any free draining base, aggregate base, stabilized subgrade, etc.

PAY SCHEDULE		
IRI	PAY ADJUSTMENT	
Inches per mile per 0.1 mile section (m/km per 0.16 km section)	Pavement Thickness less than 8 inches (200 mm)	Pavement Thickness 8 inches (200 mm) and greater
45 (0.71) or less	\$375.00	\$875.00
Over 45 to 50 (0.71 to 0.79)	\$225.00	\$525.00
Over 50 to 55 (0.79 to 0.87)	\$150.00	\$350.00
Over 55 to 60 (0.87 to 0.95)	\$75.00	\$175.00
Over 60 to 70 (0.95 to 1.10)	\$0.00	\$0.00
Over 70 to 75 (1.10 to 1.18)	-\$150.00	-\$350.00
Over 75 to 80 (1.18 to 1.26)	-\$300.00	-\$700.00
Over 80 to 85 (1.26 to 1.34)	-\$450.00	-\$1050.00
Over 85 to 90 (1.34 to 1.42)	-\$600.00	-\$1400.00
Over 90 to 95 (1.42 to 1.50)	-\$750.00	-\$1750.00
Over 95 (1.50)	(1)	(1)

(1) Corrective work required

Pay adjustments will be based only on the measured IRI after any mandatory corrective work or corrective work due to localized roughness, however no incentive will be paid for any 0.1-mile (0.16 km) section where mandatory corrective work was performed regardless of the resulting IRI.

Negative pay adjustments apply to sections with mandatory corrective work and exempted corrections. One-tenth mile (0.16 km) sections with exempted corrections only are eligible for incentive pay based on IRI measurements taken after completion of the exempted corrections.

At the Contractor's option, corrective work may be performed on any section with an IRI greater than 70 inches per mile (1.10 m/km) to reduce or eliminate the negative pay adjustment. however, no incentive will be paid regardless of the resulting IRI.

As an option perform corrective work in the form of diamond grinding or Item 254 pavement planing to improve the profile on any course prior to the surface course. If the final course is Item 803 do not perform corrective work on the Item 803. Only diamond grinding may be performed on the course immediately below Item 803.

Negative pay adjustments apply to sections with mandatory corrective work and exempted corrections.

No payment will be made for any 0.1-mile (0.16 km) section with an IRI greater than 95 inches per mile (1.50 m/km), until corrective work has been completed and the IRI has been reduced to less than 95 inches per mile (1.50 m/km).

**BASIS OF PAYMENT:** Include the cost of all labor, equipment, and materials necessary to meet this specification in the contract unit or lump sum price for the applicable pavement items.

The Department will pay for exempted corrections according to 109.04

**PN 520 – 01/15/2010 - FUEL PRICE ADJUSTMENT**

**General:** This Fuel Price Adjustment (Fpa) provision is intended to minimize risk to the Contractor 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 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 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:

<b>Fuel Adjustment Categories, Table A-1</b>				
<b>Category</b>	<b>Basis of Calculation and Threshold Quantity</b>	<b>Eligible Items</b>	<b>Units</b>	<b>Fuel Usage Factor</b>
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 ( <b>Gallons</b> 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 ( <b>Gallons</b> 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 ( <b>Gallons</b> 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 ( <b>Gallons</b> 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 ( <b>Gallons</b> 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 ( <b>Gallons</b> per cubic meter)	4.00  (5.23)

\* A Fuel Price Adjustment will only apply when the sum of all **original** contract 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 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 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 must use the appropriate price for fuel when preparing required backup data for the negotiated price. No Fuel Price Adjustment will be made for fuel consumed in the performance of eligible work added to the contract as Extra Work at a negotiated price when the work commences within 90 days of the approval of the change order authorizing said extra work. If the eligible work at a negotiated price commences more than 90 days after the approval of the change order authorizing said extra work a Fuel Price Adjustment will be made if said extra work quantities

exceed the applicable threshold quantity in Table A-1. The Fuel Price Adjustment will be calculated using the Monthly Base Price (Mbp) value for the month the change order authorizing said extra work was approved as the value for its Contract Base Price (Cbp).

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

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

### **PN 530 – 01/15/2010 – ASPHALT BINDER PRICE ADJUSTMENT FOR SINGLE YEAR PROJECTS**

Any contract line item specifying more than 500 cy of asphalt concrete is eligible for a price adjustment, if the Department's asphalt binder index shows the price for asphalt binders has increased or decreased in excess of 15% and the adjustment is more than \$100 for any individual item.

If the ratio of the placing index (PI) to the bidding index (BI) is greater than 1.15 or less than 0.85, the Department will adjust compensation the Contractor receives for work done each month under applicable contract items specifying asphalt concrete. The adjustment will apply to the price for asphalt binder used in those contract items according to the following formula:

For a price increase:

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

For a price decrease:

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

Where:

- PA = price adjustment
- C = BI x percent virgin asphalt binder / 100
- PI = Placing Index, the asphalt index for the month the asphalt concrete is placed
- Q = quantity of asphalt concrete in tons (metric tons)
- BI = Bidding Index, the asphalt index for the month the project is bid

The Asphalt Index is based on the data provided in the Poten & Partners, Inc., Asphalt Weekly Monitor<sup>®</sup> (<http://www.poten.com/copyright.asp>). The Department will use the selling price for PG 64-22 paving grade asphalt from the Midwest / Mid-continent Markets, Illinois / Michigan / Ohio / Indiana / Kentucky, for the Cleveland, Toledo and Cincinnati areas. The Department will average the three city areas low and high selling prices (6 numbers) as in effect on the last Wednesday of the month. Only the calculated average price will be published by the Department. If the price is not available for any reason, then the Director's determination will be final.



The percent of virgin asphalt binder used to calculate C is determined from the approved JMF.

The quantity of asphalt concrete items (Q) is the authorized constructed quantity in tons placed in the month being considered. If the contract item is in cubic yards, the Department will convert the volume into tons using the conversion factor established according to 401.21.

If contract items specifying asphalt concrete are placed beyond an approved Contract Completion Date and liquidated damages are applied for completion of the contracts, the Department will base price adjustments on either the PI for the last month before liquidated damages were applicable or the PI for the actual month of placing, whichever is less.

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

### SPECIAL CLAUSES IN THE PROPOSAL

The bidder, if awarded the contract for this improvement agrees:

1. To cooperate at all times with the local officials of the railroad company.
2. To use all reasonable care and diligence in the work in order to avoid accidents, damage or unnecessary delay to, or interference with the trains and other property of the railroad company.
3. To conduct his work in a manner satisfactory to the Chief Engineer of the railroad company or his authorized representative, to perform his work in such manner and at such time as not to unnecessarily interfere with the movements of trains or railroad traffic, and to hold his work at all times open to inspection of railroad company inspectors.
4. To cooperate with a public utility, railroad or other organizations having occasion to do work on or in connection with the improvement.
5. To avoid unnecessary use of railroad property without written permission of the railroad company and to leave railroad roadbed and property in a condition acceptable to the Chief Engineer of the railroad company.
6. To execute a bond conditioned according to Section 5525.16 of the Revised Code of Ohio, in favor of the State of Ohio and further to carry insurance of the following kinds and amounts:

**a) Railroad Protective Liability Insurance.**

In addition to the above, he shall furnish evidence to the highway department that, with respect to the operations he or any of his sub-contractors perform, he has provided for and in behalf of CSX Transportation Inc. in the amount of \$5,000,000 per occurrence and subject to that limit per occurrence, an aggregate limit in the amount of \$10,000,000 for each annual period, and must be on the ISO/RIMA Form of Railroad Protective Insurance – Insurance Services Office (ISO) Form CG 00 35.

The above railroad protective policy of insurance shall conform to the Railroad Liability requirements prescribed by the Federal Highway Administration in Federal-Aid Policy Guide 23 CFR 646A as amended. The insurer must be rated A- and Class VII or better by A.M. Best Company, Inc.

The corporate name and address of the “Named Insured” as listed on the policy shall be as follows:

CSX Transportation, Inc.  
500 Water Street, C-907  
Jacksonville, FL 32202

The description of operations must appear on the Declarations, must match the project description in this agreement and must include the appropriate MP and/or OP number as identified at the top of pg. 1

The job location must appear on the Declarations page and must include the city, state and appropriate highway name/number.

The name and address of the prime contractor must appear on the Declarations.

The name and address of the Department must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."

Endorsements that **must** be included:

- Pollution Exclusion Amendment – CG 28 31 (not required with CG 00 35 01 96 and newer versions)
- Delete Common Policy Conditions – Section E. Premiums

Other endorsements/forms that will be accepted are:

- Broad Form Nuclear Exclusion – Form IL 00 21
- 30-day Advance Notice of Non-renewal or cancellation
- Required State Cancellation Endorsement
- Quick Reference or Index Form CL/IL 240

**Endorsements/forms that are NOT acceptable are:**

- Any Pollution Exclusion Endorsement except CG 28 31
- Any Punitive or Exemplary Damages Exclusion
- A "Common Policy Conditions: Endorsement
- Any other endorsement/form not specifically authorized above.
- Any type of deductible policy

**The number of trains operating through the improvement at both locations is estimated to be:**

**0 Passenger trains per day @ \_\_\_ miles per hour.**

**27 Freight trains per day @ 55 miles per hour.**

#### Additional Terms

1. Contractor must submit its original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Donna Melton  
Manager-Insurance  
CSX Corporation  
500 Water Street – C907  
Jacksonville, FL. 32202  
Phone: 904-359-1247  
FAX: 904-245-2833  
Email: Donna\_Melton@csx.com

2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance policies.

Certificate must be provided which evidences the following coverages and lists the Certificate Holder as:

CSX Transportation, Inc.  
500 Water Street, C-907  
Jacksonville, FL 32202

Commercial General Liability: Limits of minimum of \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and lists CSX Transportation, Inc. as additional insured.

Automobile Liability: Limits of minimum of \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and lists CSX Transportation, Inc. as additional insured.

**(b) General Insurance Requirements**

The insurance hereinbefore specified shall be with an acceptable insurance company authorized to do business in the State of Ohio, and shall be taken out before execution of the Contract by the Director and kept in effect until all work required to be performed under the terms of the contract is satisfactorily completed as evidenced by the formal acceptance by the State. Such policies shall include thirty (30) days canceling notice. The cost of insurance hereinbefore specified in subsection (a) will be a specific bid item.

Notwithstanding the Department's Construction and Material Specification No. 107.12 "Evidence" as above set forth shall consist of furnishing the Director of Transportation three (3) certified copies of the railroad policy.

7. To indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) ( including, but not limited to the employees of CSXT, its affiliates, the State or the Contractor), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, the State or the Contractor, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractor, the State, and their respective agents, employees, invitees, contractors, or its contractor's agents, employees or invitees in the performance of work in connection with the project or activities incidental thereto, or from their presence on or about CSXT's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required in paragraph 6 above
8. The Railroad company will assign, at the sole cost and expense of the Department, railroad flaggers or other protective services and devices as necessary to insure the safety and continuity of the work to be performed as a part of this contract. Said services and devices will be provided when necessary, as determined by the railroad company, because of any of the Contractor's operations over, under or adjacent to tracks over which trains are operating. The provision of such protective personnel and devices does not relieve the Contractor from the liability of payment for damage caused by his operations.

Such protection will be required when men or equipment are working within clearances limits of 25 feet of a rail or when work being performed adjacent to operating tracks may present hazards to tracks, train operation, or when equipment does or may infringe upon such limits.

The Contractor will not be permitted to operate any of his own equipment on railroad tracks except under an acceptable arrangement with the railroad company. Such equipment and the operation of such equipment, or equipment rented from the railroad company, shall be arranged for by the Contractor with the railroad and the cost for its use, including protection or railroad traffic, shall be borne by the Contractor.

The Contractor shall notify the following named individual for each railroad company at least 30 days, or as directed by the authorized representative of the Railroad, in advance of starting any work which might require protection:

Mr. Dave Fette, Regional Director R/W Construction  
CSX Transportation, Inc.  
1717 Dixie Highway, Suite 400  
Fort Wright, KY 41011 - 2785  
Telephone: (859) 344- 8137

The Contractor shall notify the railroad at least 5 working days in advance of suspending or ceasing operations that require a flagger.

Railroad protective personnel assigned to the project will be responsible for notifying the Engineer upon arrival at the job site on the first working day that protective services begin and on the last day that he performs such services. This will be required for each separate period that such services are provided. The Engineer will document such notification in the project diary.

The Contractor will be responsible for protective services provided at his request and not utilized due, in the opinion of the Engineer, to a change in the Contractor's construction schedule or if it is determined by the Engineer that the requested services were not necessary. The actual costs for such protective services so assessed to the Contractor will be deducted from the Contract.

The decision of the Director of Transportation shall be final in the event of controversy as to the necessity for any protection services provided and not utilized by the Contractor as described in the preceding paragraph.

9. To pay the railroad or owning company for any changes, requested for his convenience, to railroad property, facilities, wire, fiber optic and/or pipe lines other than shown on the plans for the project.
10. If at any time the contractor desires a temporary crossing of the railroad's tracks, he shall make a request for a temporary crossing from the railroad. If approved, he shall arrange with the railroad company, execute its regular form of private grade crossing agreement covering the crossing desired, paying all construction, maintenance, removal, protection and other costs.
11. Methods and procedures for performing work on property of **CSX Transportation, Inc.** must be approved by:

David J. Fette, Regional Director Right of Way Construction  
CSX Transportation, Inc.  
1717 Dixie Highway, Suite 400  
Fort Wright, KY 41011-2785  
Phone: (859) 344-8137

End of Special Clauses

**Project Number: 110175**

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

Date Set for Completion: **9/30/2011**

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**Unit Price Contract**

FOR IMPROVING SECTION SUM-76-8.42, INTERSTATE ROUTE 76 IN THE CITY OF AKRON, SUMMIT COUNTY, OHIO, IN ACCORDANCE WITH PLANS AND SPECIFICATIONS BY GRADING, PAVEMENT REPAIR, PLANING, RESURFACING WITH ASPHALT CONCRETE AND REPAIRING EXISTING STRUCTURES.

Project Length: 3.04 Miles

Work Length: 3.04 Miles

Pavement Width: Varies

Project Number: 110175

Section 0001 ROADWAY

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0001		202E23500	WEARING COURSE REMOVED (WT: NR)	NR	SY	2,697.000
0002		202E30700	CONCRETE BARRIER REMOVED (WT: NR)	NR	FT	307.000
0003		202E38000	GUARDRAIL REMOVED (WT: NR)	NR	FT	16,238.000
0004		203E10000	EXCAVATION (WT: NR)	NR	CY	11.000
0005		203E10000	EXCAVATION(FOR PAVEMENT REPAIR) (WT: NR)	NR	CY	50.000
0006		209E60200	LINEAR GRADING (WT: 06)	06	STA	7.000
0007		209E60201	LINEAR GRADING, AS PER PLAN (WT: 06)	06	STA	69.000
0008		606E13000	GUARDRAIL, TYPE 5 (WT: 36)	36	FT	14,750.000
0009		606E13050	GUARDRAIL, TYPE 5A (WT: 36)	36	FT	300.000
0010		606E14000	GUARDRAIL, TYPE 8 (WT: 36)	36	FT	125.000
0011		606E15500	GUARDRAIL, BARRIER DESIGN, TYPE 5 (WT: 36)	36	FT	87.500
0012		606E17500	POST END ANCHOR (OR CONCRETE BLOCK END ANCHOR) (WT: 36)	36	EACH	1.000
0013		606E26000	ANCHOR ASSEMBLY, TYPE B (WT: 36)	36	EACH	17.000
0014		606E26100	ANCHOR ASSEMBLY, TYPE E (WT: 36)	36	EACH	17.000
0015		606E26500	ANCHOR ASSEMBLY, TYPE T (WT: 36)	36	EACH	22.000
0016		606E35000	BRIDGE TERMINAL ASSEMBLY, TYPE 1 (WT: 36)	36	EACH	24.000
0017		606E35004	BRIDGE TERMINAL ASSEMBLY, TYPE 1, BARRIER DESIGN (WT: 36)	36	EACH	1.000
0018		606E35100	BRIDGE TERMINAL ASSEMBLY, TYPE 2 (WT: 36)	36	EACH	15.000
0019		606E35120	BRIDGE TERMINAL ASSEMBLY, TYPE 3 (WT: 36)	36	EACH	17.000
0020		606E60002	IMPACT ATTENUATOR, TYPE 1 (UNIDIRECTIONAL) (WT: 36)	36	EACH	1.000
0021		606E60022	IMPACT ATTENUATOR, TYPE 2 (UNIDIRECTIONAL)(60 MPH, 68" WIDTH) (WT: 36)	36	EACH	1.000
0022		606E60022	IMPACT ATTENUATOR, TYPE 2 (UNIDIRECTIONAL)(60 MPH, 75" WIDTH) (WT: 36)	36	EACH	1.000
0023		606E60022	IMPACT ATTENUATOR, TYPE 2 (UNIDIRECTIONAL)(60 MPH, 90" WIDTH) (WT: 36)	36	EACH	2.000
0024		622E10160	CONCRETE BARRIER, SINGLE SLOPE, TYPE D (WT: 38)	38	FT	237.000
0025		622E23400	CONCRETE BARRIER, TYPE B(NEW JERSEY SHAPE) (WT: 38)	38	FT	20.000
0026		622E24000	CONCRETE BARRIER, TYPE D(NEW JERSEY SHAPE) (WT: 38)	38	FT	83.000
0027		622E25000	CONCRETE BARRIER END SECTION, TYPE D (WT: 38)	38	EACH	7.000
0028		622E25004	CONCRETE BARRIER, END ANCHORAGE, REINFORCED, TYPE B(NEW JERSEY SHAPE) (WT: 38)	38	EACH	1.000

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0029		622E25050	CONCRETE BARRIER, END ANCHORAGE, REINFORCED, TYPE D(NEW JERSEY SHAPE) (WT: 38)	38	EACH	9.000
0030		622E25050	CONCRETE BARRIER, END ANCHORAGE, REINFORCED, TYPE D(SINGLE SLOPE) (WT: 38)	38	EACH	4.000
0031		690E98000	SPECIAL - MISC.:IMPACT ATTENUATOR REMOVED (WT: NR)	NR	EACH	5.000
0032		690E98000	SPECIAL - MISC.:VERTICAL CLEARANCE (WT: NR)	NR	EACH	7.000

**Section 0002 EROSION CONTROL**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0033		659E00300	TOPSOIL (WT: 46)	46	CY	950.000
0034		659E10000	SEEDING AND MULCHING (WT: 46)	46	SY	8,444.000
0035		659E14000	REPAIR SEEDING AND MULCHING (WT: 46)	46	SY	425.000
0036		659E20000	COMMERCIAL FERTILIZER (WT: 46)	46	TON	1.150
0037		659E31000	LIME (WT: 46)	46	ACRE	1.740
0038		659E35000	WATER (WT: 46)	46	MGAL	23.000
0039		832E30000	EROSION CONTROL (WT: 08)	08	EACH	10,000.000

**Section 0003 DRAINAGE**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0040		604E09501	CATCH BASIN RECONSTRUCTED TO GRADE, AS PER PLAN (WT: 35)	35	EACH	24.000

**Section 0004 PAVEMENT**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0041		251E01000	PARTIAL DEPTH PAVEMENT REPAIR (WT: 16)	16	SY	4,500.000
0042		253E01000	PAVEMENT REPAIR (WT: 16)	16	SY	300.000
0043		254E01000	PAVEMENT PLANING, ASPHALT CONCRETE (WT: 13)	13	SY	179,589.000
0044		301E46000	ASPHALT CONCRETE BASE, PG64-22 (WT: 10)	10	CY	11.000
0045		304E20000	AGGREGATE BASE(FOR PAVEMENT REPAIR) (WT: 09)	09	CY	50.000
0046		407E10000	TACK COAT (WT: 10)	10	GAL	33,039.000
0047		407E14000	TACK COAT FOR INTERMEDIATE COURSE (WT: 10)	10	GAL	7,184.000
0048		408E10001	PRIME COAT, AS PER PLAN (WT: 10)	10	GAL	2,740.000
0049		442E20051	ASPHALT CONCRETE SURFACE COURSE, 12.5 MM, TYPE B (448), AS PER PLAN (WT: 10)	10	CY	10,660.000
0050		442E20250	ASPHALT CONCRETE INTERMEDIATE COURSE, 19MM, TYPE B (448) (WT: 10)	10	CY	8,731.000



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0051		448E46061	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, UNDER GUARDRAIL, PG64-22, AS PER PLAN (WT: 10)	10	CY	211.000
0052		617E10101	COMPACTED AGGREGATE, AS PER PLAN (WT: 06)	06	CY	380.000
0053		618E40600	RUMBLE STRIPS, (ASPHALT CONCRETE) (WT: NR)	NR	MILE	11.100

**Section 0005 TRAFFIC CONTROL**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0054		621E10020	RPM, LOW PROFILE WHITE/RED (WT: 41)	41	EACH	828.000
0055		621E10030	RPM, LOW PROFILE YELLOW/RED (WT: 41)	41	EACH	139.000
0056		621E54000	RAISED PAVEMENT MARKER REMOVED (WT: NR)	NR	EACH	948.000
0057		626E00100	BARRIER REFLECTOR (WT: NR)	NR	EACH	213.000
0058		646E10000	EDGE LINE (WT: 45)	45	MILE	8.650
0059		646E10100	LANE LINE (WT: 45)	45	MILE	15.340
0060		646E10300	CHANNELIZING LINE (WT: 45)	45	FT	5,160.000
0061		646E10400	STOP LINE (WT: 45)	45	FT	135.000
0062		646E10500	CROSSWALK LINE (WT: 45)	45	FT	503.000
0063		646E10600	TRANSVERSE/DIAGONAL LINE (WT: 45)	45	FT	175.000

**Section 0006 MAINTENANCE OF TRAFFIC**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0064		614E11110	LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE (WT: 39)	39	HOUR	300.000
0065		614E12420	DETOUR SIGNING (WT: 39)	39	LS	1.000
0066		614E12460	WORK ZONE MARKING SIGN (WT: 39)	39	EACH	30.000
0067		614E13000	ASPHALT CONCRETE FOR MAINTAINING TRAFFIC (WT: 39)	39	CY	40.000
0068		614E18401	PORTABLE CHANGEABLE MESSAGE SIGN, AS PER PLAN(CLASS A) (WT: 39)	39	DAY	150.000
0069		614E18401	PORTABLE CHANGEABLE MESSAGE SIGN, AS PER PLAN(CLASS B) (WT: 39)	39	DAY	75.000
0070		614E20000	WORK ZONE LANE LINE, CLASS I (WT: 39)	39	MILE	30.680
0071		614E20550	WORK ZONE LANE LINE, CLASS III, 642 PAINT (WT: 39)	39	MILE	15.340
0072		614E22350	WORK ZONE EDGE LINE, CLASS III, 642 PAINT (WT: 39)	39	MILE	17.040
0073		614E23000	WORK ZONE CHANNELIZING LINE, CLASS I (WT: 39)	39	FT	10,320.000
0074		614E23680	WORK ZONE CHANNELIZING LINE, CLASS III, 642 PAINT (WT: 39)	39	FT	5,160.000
0075		614E26000	WORK ZONE STOP LINE, CLASS I (WT: 39)	39	FT	270.000
0076		614E26610	WORK ZONE STOP LINE, CLASS III, 642 PAINT (WT: 39)	39	FT	135.000
0077		622E90000	BARRIER, MISC.:PORTABLE BARRIER (WT: 39)	39	FT	2,140.000

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Section 0007 STRUCTURE REPAIR BRIDGE NO. SUM-76-0913

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0078		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0079		202E23500	WEARING COURSE REMOVED (WT: NR)	NR	SY	3,214.000
0080		202E32800	CONCRETE SLOPE PROTECTION REMOVED (WT: NR)	NR	SY	158.000
0081		407E10000	TACK COAT (WT: 10)	10	GAL	115.000
0082		407E14000	TACK COAT FOR INTERMEDIATE COURSE (WT: 10)	10	GAL	129.000
0083		442E10051	ASPHALT CONCRETE SURFACE COURSE, 12.5 MM, TYPE B (446), AS PER PLAN (WT: 10)	10	CY	112.000
0084		442E10150	ASPHALT CONCRETE INTERMEDIATE COURSE, 19MM, TYPE B (446) (WT: 10)	10	CY	157.000
0085		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) (WT: 57)	57	SY	1,352.000
0086		512E33010	TYPE 3 WATERPROOFING (WT: 40)	40	SY	2,513.000
0087		513E90000	STRUCTURAL STEEL, MISC.:STEEL BEAM REPAIRS (WT: 24)	24	LB	500.000
0088		514E00100	SURFACE PREPARATION OF EXISTING STRUCTURAL STEEL (WT: 26)	26	LS	1.000
0089		514E00200	FIELD PAINTING OF EXISTING STRUCTURAL STEEL, PRIME COAT (WT: 26)	26	LS	1.000
0090		514E00300	FIELD PAINTING STRUCTURAL STEEL, INTERMEDIATE COAT (WT: 26)	26	LS	1.000
0091		514E00400	FIELD PAINTING STRUCTURAL STEEL, FINISH COAT (WT: 26)	26	LS	1.000
0092		514E00504	GRINDING FINS, TEARS, SLIVERS ON EXISTING STRUCTURAL STEEL (WT: 26)	26	MNHR	7.000
0093		514E10000	FINAL INSPECTION REPAIR (WT: 26)	26	EACH	3.000
0094		516E31300	SPECIAL - POLYMER MODIFIED ASPHALT EXPANSION JOINT SYSTEM (WT: 29)	29	FT	287.000
0095		516E45305	REFURBISH BEARING DEVICE, AS PER PLAN (WT: 29)	29	EACH	40.000
0096		516E47001	JACKING AND TEMPORARY SUPPORT OF SUPERSTRUCTURE, AS PER PLAN (WT: 29)	29	LS	1.000
0097		518E12500	SCUPPER, MISC.:CLEANOUT (WT: NR)	NR	EACH	19.000
0098		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	200.000
0099		519E11900	SPECIAL - PATCHING CONCRETE STRUCTURE, MISC.:VES-LMC (VERY EARLY STRENGTH LATEX MODIFIED CONCRETE) (WT: 29)	29	CY	40.000
0100		519E60000	SPECIAL - PATCHING CONCRETE STRUCTURE, MISC.:TRIAL BATCH FOR VES-LMC (VERY EARLY STRENGTH LATEX MODIFIED CONCRETE) (WT: 29)	29	LS	1.000
0101		530E00200	SPECIAL - STRUCTURE, MISC.:CONCRETE SPALL REMOVAL (WT: 29)	29	LS	1.000
0102		601E21000	CONCRETE SLOPE PROTECTION (WT: 35)	35	SY	158.000
0103		613E41200	LOW STRENGTH MORTAR BACKFILL (WT: NR)	NR	CY	55.000

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0104		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	15.000
0105		630E80100	SIGN, FLAT SHEET (WT: 42)	42	SF	2.000
0106		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	6.000
0107		630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	4.000
0108		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	100.000

**Section 0008 BRIDGE NO. SUM-76-0956**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0109		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0110		202E23500	WEARING COURSE REMOVED (WT: NR)	NR	SY	8,402.000
0111		202E32800	CONCRETE SLOPE PROTECTION REMOVED (WT: NR)	NR	SY	176.000
0112		407E10000	TACK COAT (WT: 10)	10	GAL	131.000
0113		407E14000	TACK COAT FOR INTERMEDIATE COURSE (WT: 10)	10	GAL	337.000
0114		442E10051	ASPHALT CONCRETE SURFACE COURSE, 12.5 MM, TYPE B (446), AS PER PLAN (WT: 10)	10	CY	292.000
0115		442E10150	ASPHALT CONCRETE INTERMEDIATE COURSE, 19MM, TYPE B (446) (WT: 10)	10	CY	409.000
0116		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) (WT: 57)	57	SY	3,766.000
0117		512E33010	TYPE 3 WATERPROOFING (WT: 40)	40	SY	7,611.000
0118		516E31300	SPECIAL - POLYMER MODIFIED ASPHALT EXPANSION JOINT SYSTEM (WT: 29)	29	FT	366.000
0119		516E45305	REFURBISH BEARING DEVICE, AS PER PLAN (WT: 29)	29	EACH	42.000
0120		516E47001	JACKING AND TEMPORARY SUPPORT OF SUPERSTRUCTURE, AS PER PLAN (WT: 29)	29	LS	1.000
0121		518E12500	SCUPPER, MISC.:CLEANOUT (WT: NR)	NR	EACH	18.000
0122		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	400.000
0123		519E11900	SPECIAL - PATCHING CONCRETE STRUCTURE, MISC.:VES-LMC (VERY EARLY STRENGTH LATEX MODIFIED CONCRETE) (WT: 29)	29	CY	100.000
0124		519E60000	SPECIAL - PATCHING CONCRETE STRUCTURE, MISC.:TRIAL BATCH FOR VES-LMC (VERY EARLY STRENGTH LATEX MODIFIED CONCRETE) (WT: 29)	29	LS	1.000
0125		530E00200	SPECIAL - STRUCTURE, MISC.:CONCRETE SPALL REMOVAL (WT: 29)	29	LS	1.000
0126		601E21000	CONCRETE SLOPE PROTECTION (WT: 35)	35	SY	176.000
0127		613E41200	LOW STRENGTH MORTAR BACKFILL (WT: NR)	NR	CY	60.000
0128		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	15.000
0129		630E80100	SIGN, FLAT SHEET (WT: 42)	42	SF	2.000
0130		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	2.000

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0131		630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	2.000
0132		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	300.000

**Section 0009 BRIDGE NO. SUM-76-0966**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0133		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0134		202E23500	WEARING COURSE REMOVED (WT: NR)	NR	SY	2,757.000
0135		202E32800	CONCRETE SLOPE PROTECTION REMOVED (WT: NR)	NR	SY	297.000
0136		203E40000	BORROW (WT: NR)	NR	CY	3.000
0137		407E10000	TACK COAT (WT: 10)	10	GAL	93.000
0138		407E14000	TACK COAT FOR INTERMEDIATE COURSE (WT: 10)	10	GAL	111.000
0139		442E10051	ASPHALT CONCRETE SURFACE COURSE, 12.5 MM, TYPE B (446), AS PER PLAN (WT: 10)	10	CY	96.000
0140		442E10150	ASPHALT CONCRETE INTERMEDIATE COURSE, 19MM, TYPE B (446) (WT: 10)	10	CY	134.000
0141		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) (WT: 57)	57	SY	1,303.000
0142		512E33010	TYPE 3 WATERPROOFING (WT: 40)	40	SY	2,192.000
0143		513E90000	STRUCTURAL STEEL, MISC.:STEEL BEAM REPAIRS (WT: 24)	24	LB	1,600.000
0144		514E00100	SURFACE PREPARATION OF EXISTING STRUCTURAL STEEL (WT: 26)	26	LS	1.000
0145		514E00200	FIELD PAINTING OF EXISTING STRUCTURAL STEEL, PRIME COAT (WT: 26)	26	LS	1.000
0146		514E00300	FIELD PAINTING STRUCTURAL STEEL, INTERMEDIATE COAT (WT: 26)	26	LS	1.000
0147		514E00400	FIELD PAINTING STRUCTURAL STEEL, FINISH COAT (WT: 26)	26	LS	1.000
0148		514E00504	GRINDING FINS, TEARS, SLIVERS ON EXISTING STRUCTURAL STEEL (WT: 26)	26	MNHR	6.000
0149		514E10000	FINAL INSPECTION REPAIR (WT: 26)	26	EACH	3.000
0150		516E31300	SPECIAL - POLYMER MODIFIED ASPHALT EXPANSION JOINT SYSTEM (WT: 29)	29	FT	236.000
0151		516E45305	REFURBISH BEARING DEVICE, AS PER PLAN (WT: 29)	29	EACH	32.000
0152		516E47001	JACKING AND TEMPORARY SUPPORT OF SUPERSTRUCTURE, AS PER PLAN (WT: 29)	29	LS	1.000
0153		517E72750	RAILING (THRIE BEAM RETROFIT) (WT: NR)	NR	FT	400.000
0154		518E12500	SCUPPER, MISC.:CLEANOUT (WT: NR)	NR	EACH	10.000
0155		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	200.000
0156		519E11900	SPECIAL - PATCHING CONCRETE STRUCTURE, MISC.:VES-LMC (VERY EARLY STRENGTH LATEX MODIFIED CONCRETE) (WT: 29)	29	CY	35.000

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0157		519E60000	SPECIAL - PATCHING CONCRETE STRUCTURE, MISC.:TRIAL BATCH FOR VES-LMC (VERY EARLY STRENGTH LATEX MODIFIED CONCRETE) (WT: 29)	29	LS	1.000
0158		530E00200	SPECIAL - STRUCTURE, MISC.:CONCRETE SPALL REMOVAL (WT: 29)	29	LS	1.000
0159		601E21000	CONCRETE SLOPE PROTECTION (WT: 35)	35	SY	297.000
0160		613E41200	LOW STRENGTH MORTAR BACKFILL (WT: NR)	NR	CY	100.000
0161		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	15.000
0162		630E80100	SIGN, FLAT SHEET (WT: 42)	42	SF	2.000
0163		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	2.000
0164		630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	2.000
0165		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	100.000

**Section 0010 BRIDGE NO. SUM-76-1034**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0166		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0167		202E23500	WEARING COURSE REMOVED (WT: NR)	NR	SY	3,003.000
0168		202E32800	CONCRETE SLOPE PROTECTION REMOVED (WT: NR)	NR	SY	105.000
0169		407E10000	TACK COAT (WT: 10)	10	GAL	103.000
0170		407E14000	TACK COAT FOR INTERMEDIATE COURSE (WT: 10)	10	GAL	121.000
0171		442E10051	ASPHALT CONCRETE SURFACE COURSE, 12.5 MM, TYPE B (446), AS PER PLAN (WT: 10)	10	CY	105.000
0172		442E10150	ASPHALT CONCRETE INTERMEDIATE COURSE, 19MM, TYPE B (446) (WT: 10)	10	CY	146.000
0173		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) (WT: 57)	57	SY	1,468.000
0174		512E33010	TYPE 3 WATERPROOFING (WT: 40)	40	SY	2,378.000
0175		513E90000	STRUCTURAL STEEL, MISC.:STEEL BEAM REPAIRS (WT: 24)	24	LB	500.000
0176		514E00100	SURFACE PREPARATION OF EXISTING STRUCTURAL STEEL (WT: 26)	26	LS	1.000
0177		514E00200	FIELD PAINTING OF EXISTING STRUCTURAL STEEL, PRIME COAT (WT: 26)	26	LS	1.000
0178		514E00300	FIELD PAINTING STRUCTURAL STEEL, INTERMEDIATE COAT (WT: 26)	26	LS	1.000
0179		514E00400	FIELD PAINTING STRUCTURAL STEEL, FINISH COAT (WT: 26)	26	LS	1.000
0180		514E00504	GRINDING FINES, TEARS, SLIVERS ON EXISTING STRUCTURAL STEEL (WT: 26)	26	MNHR	6.000
0181		514E10000	FINAL INSPECTION REPAIR (WT: 26)	26	EACH	3.000
0182		516E31300	SPECIAL - POLYMER MODIFIED ASPHALT EXPANSION JOINT SYSTEM (WT: 29)	29	FT	279.000
0183		516E45305	REFURBISH BEARING DEVICE, AS PER PLAN (WT: 29)	29	EACH	34.000

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0184	516E47001	JACKING AND TEMPORARY SUPPORT OF SUPERSTRUCTURE, AS PER PLAN (WT: 29)	29	LS	1.000
0185	517E72750	RAILING (THRIE BEAM RETROFIT) (WT: NR)	NR	FT	387.500
0186	518E12500	SCUPPER, MISC.:CLEANOUT (WT: NR)	NR	EACH	11.000
0187	519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	300.000
0188	519E11900	SPECIAL - PATCHING CONCRETE STRUCTURE, MISC.:VES-LMC (VERY EARLY STRENGTH LATEX MODIFIED CONCRETE) (WT: 29)	29	CY	40.000
0189	519E60000	SPECIAL - PATCHING CONCRETE STRUCTURE, MISC.:TRIAL BATCH FOR VES-LMC (VERY EARLY STRENGTH LATEX MODIFIED CONCRETE) (WT: 29)	29	LS	1.000
0190	530E00200	SPECIAL - STRUCTURE, MISC.:CONCRETE SPALL REMOVAL (WT: 29)	29	LS	1.000
0191	601E21000	CONCRETE SLOPE PROTECTION (WT: 35)	35	SY	105.000
0192	601E32104	ROCK CHANNEL PROTECTION, TYPE B WITH FABRIC FILTER (WT: 35)	35	CY	120.000
0193	613E41200	LOW STRENGTH MORTAR BACKFILL (WT: NR)	NR	CY	35.000
0194	630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	15.000
0195	630E80100	SIGN, FLAT SHEET (WT: 42)	42	SF	2.000
0196	630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	2.000
0197	630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	2.000
0198	843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	200.000

**Section 0011 BRIDGE NO. SUM-76-1037N**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0199		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0200		407E10000	TACK COAT (WT: 10)	10	GAL	22.000
0201		407E14000	TACK COAT FOR INTERMEDIATE COURSE (WT: 10)	10	GAL	31.000
0202		442E10051	ASPHALT CONCRETE SURFACE COURSE, 12.5 MM, TYPE B (446), AS PER PLAN (WT: 10)	10	CY	27.000
0203		442E10150	ASPHALT CONCRETE INTERMEDIATE COURSE, 19MM, TYPE B (446) (WT: 10)	10	CY	37.000
0204		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) (WT: 57)	57	SY	815.000
0205		512E33010	TYPE 3 WATERPROOFING (WT: 40)	40	SY	633.000
0206		514E00100	SURFACE PREPARATION OF EXISTING STRUCTURAL STEEL (WT: 26)	26	LS	1.000
0207		514E00200	FIELD PAINTING OF EXISTING STRUCTURAL STEEL, PRIME COAT (WT: 26)	26	LS	1.000
0208		514E00300	FIELD PAINTING STRUCTURAL STEEL, INTERMEDIATE COAT (WT: 26)	26	LS	1.000
0209		514E00400	FIELD PAINTING STRUCTURAL STEEL, FINISH COAT (WT: 26)	26	LS	1.000
0210		514E00504	GRINDING FINES, TEARS, SLIVERS ON EXISTING STRUCTURAL STEEL (WT: 26)	26	MNHR	2.000

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0211		514E10000	FINAL INSPECTION REPAIR (WT: 26)	26	EACH	1.000
0212		516E31300	SPECIAL - POLYMER MODIFIED ASPHALT EXPANSION JOINT SYSTEM (WT: 29)	29	FT	84.000
0213		516E45305	REFURBISH BEARING DEVICE, AS PER PLAN (WT: 29)	29	EACH	10.000
0214		516E47001	JACKING AND TEMPORARY SUPPORT OF SUPERSTRUCTURE, AS PER PLAN (WT: 29)	29	LS	1.000
0215		517E72750	RAILING (THRIE BEAM RETROFIT) (WT: NR)	NR	FT	462.500
0216		518E12500	SCUPPER, MISC.:CLEANOUT (WT: NR)	NR	EACH	2.000
0217		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	300.000
0218		519E11900	SPECIAL - PATCHING CONCRETE STRUCTURE, MISC.:VES-LMC (VERY EARLY STRENGTH LATEX MODIFIED CONCRETE) (WT: 29)	29	CY	137.000
0219		519E60000	SPECIAL - PATCHING CONCRETE STRUCTURE, MISC.:TRIAL BATCH FOR VES-LMC (VERY EARLY STRENGTH LATEX MODIFIED CONCRETE) (WT: 29)	29	LS	1.000
0220		530E00200	SPECIAL - STRUCTURE, MISC.:CONCRETE SPALL REMOVAL (WT: 29)	29	LS	1.000
0221		601E32104	ROCK CHANNEL PROTECTION, TYPE B WITH FABRIC FILTER (WT: 35)	35	CY	160.000
0222		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	15.000
0223		630E80100	SIGN, FLAT SHEET (WT: 42)	42	SF	2.000
0224		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	2.000
0225		630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	2.000
0226		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	200.000

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Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0227		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0228		202E23500	WEARING COURSE REMOVED (WT: NR)	NR	SY	8,062.000
0229		202E32800	CONCRETE SLOPE PROTECTION REMOVED (WT: NR)	NR	SY	141.000
0230		407E10000	TACK COAT (WT: 10)	10	GAL	131.000
0231		407E14000	TACK COAT FOR INTERMEDIATE COURSE (WT: 10)	10	GAL	323.000
0232		442E10051	ASPHALT CONCRETE SURFACE COURSE, 12.5 MM, TYPE B (446), AS PER PLAN (WT: 10)	10	CY	280.000
0233		442E10150	ASPHALT CONCRETE INTERMEDIATE COURSE, 19MM, TYPE B (446) (WT: 10)	10	CY	392.000
0234		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) (WT: 57)	57	SY	4,419.000
0235		512E33010	TYPE 3 WATERPROOFING (WT: 40)	40	SY	7,261.000
0236		514E00100	SURFACE PREPARATION OF EXISTING STRUCTURAL STEEL (WT: 26)	26	LS	1.000
0237		514E00200	FIELD PAINTING OF EXISTING STRUCTURAL STEEL, PRIME COAT (WT: 26)	26	LS	1.000

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0238		514E00300	FIELD PAINTING STRUCTURAL STEEL, INTERMEDIATE COAT (WT: 26)	26	LS	1.000
0239		514E00400	FIELD PAINTING STRUCTURAL STEEL, FINISH COAT (WT: 26)	26	LS	1.000
0240		514E00504	GRINDING FINIS, TEARS, SLIVERS ON EXISTING STRUCTURAL STEEL (WT: 26)	26	MNHR	8.000
0241		514E10000	FINAL INSPECTION REPAIR (WT: 26)	26	EACH	3.000
0242		516E31300	SPECIAL - POLYMER MODIFIED ASPHALT EXPANSION JOINT SYSTEM (WT: 29)	29	FT	334.000
0243		516E45305	REFURBISH BEARING DEVICE, AS PER PLAN (WT: 29)	29	EACH	43.000
0244		516E47001	JACKING AND TEMPORARY SUPPORT OF SUPERSTRUCTURE, AS PER PLAN (WT: 29)	29	LS	1.000
0245		517E72750	RAILING (THRIE BEAM RETROFIT) (WT: NR)	NR	FT	793.750
0246		518E12500	SCUPPER, MISC.:CLEANOUT (WT: NR)	NR	EACH	22.000
0247		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	300.000
0248		519E11900	SPECIAL - PATCHING CONCRETE STRUCTURE, MISC.:VES-LMC (VERY EARLY STRENGTH LATEX MODIFIED CONCRETE) (WT: 29)	29	CY	95.000
0249		519E60000	SPECIAL - PATCHING CONCRETE STRUCTURE, MISC.:TRIAL BATCH FOR VES-LMC (VERY EARLY STRENGTH LATEX MODIFIED CONCRETE) (WT: 29)	29	LS	1.000
0250		530E00200	SPECIAL - STRUCTURE, MISC.:CONCRETE SPALL REMOVAL (WT: 29)	29	LS	1.000
0251		601E21000	CONCRETE SLOPE PROTECTION (WT: 35)	35	SY	141.000
0252		601E32104	ROCK CHANNEL PROTECTION, TYPE B WITH FABRIC FILTER (WT: 35)	35	CY	140.000
0253		613E41200	LOW STRENGTH MORTAR BACKFILL (WT: NR)	NR	CY	50.000
0254		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	15.000
0255		630E80100	SIGN, FLAT SHEET (WT: 42)	42	SF	2.000
0256		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	2.000
0257		630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	2.000
0258		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	200.000

**Section 0013 BRIDGE NO. SUM-76-1043S**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0259		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0260		202E23500	WEARING COURSE REMOVED (WT: NR)	NR	SY	1,878.000
0261		202E32800	CONCRETE SLOPE PROTECTION REMOVED (WT: NR)	NR	SY	25.000
0262		407E10000	TACK COAT (WT: 10)	10	GAL	12.000
0263		407E14000	TACK COAT FOR INTERMEDIATE COURSE (WT: 10)	10	GAL	76.000



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0264	442E10051	ASPHALT CONCRETE SURFACE COURSE, 12.5 MM, TYPE B (446), AS PER PLAN (WT: 10)	10	CY	66.000
0265	442E10150	ASPHALT CONCRETE INTERMEDIATE COURSE, 19MM, TYPE B (446) (WT: 10)	10	CY	92.000
0266	512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) (WT: 57)	57	SY	1,825.000
0267	512E33010	TYPE 3 WATERPROOFING (WT: 40)	40	SY	1,846.000
0268	513E90000	STRUCTURAL STEEL, MISC.:STEEL BEAM REPAIRS (WT: 24)	24	LB	200.000
0269	514E00100	SURFACE PREPARATION OF EXISTING STRUCTURAL STEEL (WT: 26)	26	LS	1.000
0270	514E00200	FIELD PAINTING OF EXISTING STRUCTURAL STEEL, PRIME COAT (WT: 26)	26	LS	1.000
0271	514E00300	FIELD PAINTING STRUCTURAL STEEL, INTERMEDIATE COAT (WT: 26)	26	LS	1.000
0272	514E00400	FIELD PAINTING STRUCTURAL STEEL, FINISH COAT (WT: 26)	26	LS	1.000
0273	514E00504	GRINDING FINES, TEARS, SLIVERS ON EXISTING STRUCTURAL STEEL (WT: 26)	26	MNHR	3.000
0274	514E10000	FINAL INSPECTION REPAIR (WT: 26)	26	EACH	1.000
0275	516E31300	SPECIAL - POLYMER MODIFIED ASPHALT EXPANSION JOINT SYSTEM (WT: 29)	29	FT	83.000
0276	516E45305	REFURBISH BEARING DEVICE, AS PER PLAN (WT: 29)	29	EACH	10.000
0277	516E47001	JACKING AND TEMPORARY SUPPORT OF SUPERSTRUCTURE, AS PER PLAN (WT: 29)	29	LS	1.000
0278	517E72750	RAILING (THREE BEAM RETROFIT) (WT: NR)	NR	FT	987.500
0279	518E12500	SCUPPER, MISC.:CLEANOUT (WT: NR)	NR	EACH	10.000
0280	519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	200.000
0281	519E11900	SPECIAL - PATCHING CONCRETE STRUCTURE, MISC.:VES-LMC (VERY EARLY STRENGTH LATEX MODIFIED CONCRETE) (WT: 29)	29	CY	25.000
0282	519E60000	SPECIAL - PATCHING CONCRETE STRUCTURE, MISC.:TRIAL BATCH FOR VES-LMC (VERY EARLY STRENGTH LATEX MODIFIED CONCRETE) (WT: 29)	29	LS	1.000
0283	530E00200	SPECIAL - STRUCTURE, MISC.:CONCRETE SPALL REMOVAL (WT: 29)	29	LS	1.000
0284	601E21000	CONCRETE SLOPE PROTECTION (WT: 35)	35	SY	25.000
0285	601E32104	ROCK CHANNEL PROTECTION, TYPE B WITH FABRIC FILTER (WT: 35)	35	CY	120.000
0286	613E41200	LOW STRENGTH MORTAR BACKFILL (WT: NR)	NR	CY	10.000
0287	630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	7.500
0288	630E80100	SIGN, FLAT SHEET (WT: 42)	42	SF	1.000
0289	843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	100.000

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Section 0014 BRIDGE NO. SUM-76-1044N

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0290		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0291		202E32800	CONCRETE SLOPE PROTECTION REMOVED (WT: NR)	NR	SY	35.000
0292		407E10000	TACK COAT (WT: 10)	10	GAL	17.000
0293		407E14000	TACK COAT FOR INTERMEDIATE COURSE (WT: 10)	10	GAL	82.000
0294		442E10051	ASPHALT CONCRETE SURFACE COURSE, 12.5 MM, TYPE B (446), AS PER PLAN (WT: 10)	10	CY	72.000
0295		442E10150	ASPHALT CONCRETE INTERMEDIATE COURSE, 19MM, TYPE B (446) (WT: 10)	10	CY	100.000
0296		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) (WT: 57)	57	SY	1,488.000
0297		512E33010	TYPE 3 WATERPROOFING (WT: 40)	40	SY	1,981.000
0298		514E00100	SURFACE PREPARATION OF EXISTING STRUCTURAL STEEL (WT: 26)	26	LS	1.000
0299		514E00200	FIELD PAINTING OF EXISTING STRUCTURAL STEEL, PRIME COAT (WT: 26)	26	LS	1.000
0300		514E00300	FIELD PAINTING STRUCTURAL STEEL, INTERMEDIATE COAT (WT: 26)	26	LS	1.000
0301		514E00400	FIELD PAINTING STRUCTURAL STEEL, FINISH COAT (WT: 26)	26	LS	1.000
0302		514E00504	GRINDING FINIS, TEARS, SLIVERS ON EXISTING STRUCTURAL STEEL (WT: 26)	26	MNHR	1.000
0303		514E10000	FINAL INSPECTION REPAIR (WT: 26)	26	EACH	1.000
0304		516E31300	SPECIAL - POLYMER MODIFIED ASPHALT EXPANSION JOINT SYSTEM (WT: 29)	29	FT	47.000
0305		516E45305	REFURBISH BEARING DEVICE, AS PER PLAN (WT: 29)	29	EACH	6.000
0306		516E47001	JACKING AND TEMPORARY SUPPORT OF SUPERSTRUCTURE, AS PER PLAN (WT: 29)	29	LS	1.000
0307		517E72750	RAILING (THRIE BEAM RETROFIT) (WT: NR)	NR	FT	950.000
0308		518E12500	SCUPPER, MISC.:CLEANOUT (WT: NR)	NR	EACH	7.000
0309		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	200.000
0310		519E11900	SPECIAL - PATCHING CONCRETE STRUCTURE, MISC.:VES-LMC (VERY EARLY STRENGTH LATEX MODIFIED CONCRETE) (WT: 29)	29	CY	30.000
0311		519E60000	SPECIAL - PATCHING CONCRETE STRUCTURE, MISC.:TRIAL BATCH FOR VES-LMC (VERY EARLY STRENGTH LATEX MODIFIED CONCRETE) (WT: 29)	29	LS	1.000
0312		530E00200	SPECIAL - STRUCTURE, MISC.:CONCRETE SPALL REMOVAL (WT: 29)	29	LS	1.000
0313		601E21000	CONCRETE SLOPE PROTECTION (WT: 35)	35	SY	35.000
0314		601E32104	ROCK CHANNEL PROTECTION, TYPE B WITH FABRIC FILTER (WT: 35)	35	CY	150.000
0315		613E41200	LOW STRENGTH MORTAR BACKFILL (WT: NR)	NR	CY	15.000

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0316		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	7.500
0317		630E80100	SIGN, FLAT SHEET (WT: 42)	42	SF	1.000
0318		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	1.000
0319		630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	1.000
0320		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	100.000

**Section 0015 BRIDGE NO. SUM-76-1127**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0321		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0322		202E23500	WEARING COURSE REMOVED (WT: NR)	NR	SY	64.000
0323		407E10000	TACK COAT (WT: 10)	10	GAL	490.000
0324		442E10051	ASPHALT CONCRETE SURFACE COURSE, 12.5 MM, TYPE B (446), AS PER PLAN (WT: 10)	10	CY	137.000
0325		442E10150	ASPHALT CONCRETE INTERMEDIATE COURSE, 19MM, TYPE B (446) (WT: 10)	10	CY	3.000
0326		512E33010	TYPE 3 WATERPROOFING (WT: 40)	40	SY	64.000
0327		516E14600	STRUCTURAL JOINT OR JOINT SEALER, MISC.:BRIDGING PLATE (WT: 29)	29	FT	286.000
0328		518E12500	SCUPPER, MISC.:CLEANOUT (WT: NR)	NR	EACH	8.000
0329		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	700.000
0330		519E11900	SPECIAL - PATCHING CONCRETE STRUCTURE, MISC.:VES-LMC (VERY EARLY STRENGTH LATEX MODIFIED CONCRETE) (WT: 29)	29	CY	40.000
0331		519E60000	SPECIAL - PATCHING CONCRETE STRUCTURE, MISC.:TRIAL BATCH FOR VES-LMC (VERY EARLY STRENGTH LATEX MODIFIED CONCRETE) (WT: 29)	29	LS	1.000
0332		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	15.000
0333		630E80100	SIGN, FLAT SHEET (WT: 42)	42	SF	2.000
0334		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	600.000

**Section 0016 BRIDGE NO. SUM-76-1137L**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0335		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0336		202E23500	WEARING COURSE REMOVED (WT: NR)	NR	SY	19.000
0337		407E10000	TACK COAT (WT: 10)	10	GAL	327.000
0338		442E10051	ASPHALT CONCRETE SURFACE COURSE, 12.5 MM, TYPE B (446), AS PER PLAN (WT: 10)	10	CY	91.000
0339		442E10150	ASPHALT CONCRETE INTERMEDIATE COURSE, 19MM, TYPE B (446) (WT: 10)	10	CY	1.000
0340		512E33010	TYPE 3 WATERPROOFING (WT: 40)	40	SY	19.000

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0341		516E14600	STRUCTURAL JOINT OR JOINT SEALER, MISC.:BRIDGING PLATE (WT: 29)	29	FT	100.000
0342		518E12500	SCUPPER, MISC.:CLEANOUT (WT: NR)	NR	EACH	10.000
0343		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	450.000
0344		519E11900	SPECIAL - PATCHING CONCRETE STRUCTURE, MISC.:VES-LMC (VERY EARLY STRENGTH LATEX MODIFIED CONCRETE) (WT: 29)	29	CY	30.000
0345		519E60000	SPECIAL - PATCHING CONCRETE STRUCTURE, MISC.:TRIAL BATCH FOR VES-LMC (VERY EARLY STRENGTH LATEX MODIFIED CONCRETE) (WT: 29)	29	LS	1.000
0346		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	15.000
0347		630E80100	SIGN, FLAT SHEET (WT: 42)	42	SF	2.000
0348		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	350.000

**Section 0017 BRIDGE NO. SUM-76-1137R**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0349		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0350		202E23500	WEARING COURSE REMOVED (WT: NR)	NR	SY	29.000
0351		407E10000	TACK COAT (WT: 10)	10	GAL	408.000
0352		442E10051	ASPHALT CONCRETE SURFACE COURSE, 12.5 MM, TYPE B (446), AS PER PLAN (WT: 10)	10	CY	114.000
0353		442E10150	ASPHALT CONCRETE INTERMEDIATE COURSE, 19MM, TYPE B (446) (WT: 10)	10	CY	2.000
0354		512E33010	TYPE 3 WATERPROOFING (WT: 40)	40	SY	29.000
0355		516E14600	STRUCTURAL JOINT OR JOINT SEALER, MISC.:BRIDGING PLATE (WT: 29)	29	FT	144.000
0356		518E12500	SCUPPER, MISC.:CLEANOUT (WT: NR)	NR	EACH	11.000
0357		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	200.000
0358		519E11900	SPECIAL - PATCHING CONCRETE STRUCTURE, MISC.:VES-LMC (VERY EARLY STRENGTH LATEX MODIFIED CONCRETE) (WT: 29)	29	CY	35.000
0359		519E60000	SPECIAL - PATCHING CONCRETE STRUCTURE, MISC.:TRIAL BATCH FOR VES-LMC (VERY EARLY STRENGTH LATEX MODIFIED CONCRETE) (WT: 29)	29	LS	1.000
0360		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	15.000
0361		630E80100	SIGN, FLAT SHEET (WT: 42)	42	SF	2.000
0362		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	2.000
0363		630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	2.000
0364		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	100.000

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**Section 0018 BRIDGE NO. SUM-76-1212R**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0365		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0366		202E23500	WEARING COURSE REMOVED (WT: NR)	NR	SY	34.000
0367		407E10000	TACK COAT (WT: 10)	10	GAL	430.000
0368		442E10051	ASPHALT CONCRETE SURFACE COURSE, 12.5 MM, TYPE B (446), AS PER PLAN (WT: 10)	10	CY	120.000
0369		442E10150	ASPHALT CONCRETE INTERMEDIATE COURSE, 19MM, TYPE B (446) (WT: 10)	10	CY	1.000
0370		512E33010	TYPE 3 WATERPROOFING (WT: 40)	40	SY	34.000
0371		516E14600	STRUCTURAL JOINT OR JOINT SEALER, MISC.:BRIDGING PLATE (WT: 29)	29	FT	186.000
0372		518E12500	SCUPPER, MISC.:CLEANOUT (WT: NR)	NR	EACH	15.000
0373		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	200.000
0374		519E11900	SPECIAL - PATCHING CONCRETE STRUCTURE, MISC.:VES-LMC (VERY EARLY STRENGTH LATEX MODIFIED CONCRETE) (WT: 29)	29	CY	35.000
0375		519E60000	SPECIAL - PATCHING CONCRETE STRUCTURE, MISC.:TRIAL BATCH FOR VES-LMC (VERY EARLY STRENGTH LATEX MODIFIED CONCRETE) (WT: 29)	29	LS	1.000
0376		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	15.000
0377		630E80100	SIGN, FLAT SHEET (WT: 42)	42	SF	2.000
0378		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	2.000
0379		630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	2.000
0380		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	100.000

**Section 0019 INCIDENTALS**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0381		100E00300	SPECIAL - PREMIUM ON RAILROADS' PROTECTIVE PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE (WT: NR) (WT: NR)	NR	LS	1.000
0382		103E05000	PREMIUM FOR CONTRACT PERFORMANCE BOND AND FOR PAYMENT BOND (WT: NR) (WT: NR)	NR	LS	1.000
0383		614E11000	MAINTAINING TRAFFIC (WT: 39) (WT: 39)	39	LS	1.000
0384		619E16020	FIELD OFFICE, TYPE C (WT: NR) (WT: NR)	NR	MNTH	6.000
0385		623E10000	CONSTRUCTION LAYOUT STAKES (WT: NR) (WT: NR)	NR	LS	1.000
0386		624E10000	MOBILIZATION (WT: NR) (WT: NR)	NR	LS	1.000