

Project Number: 150149

PID #: 84655

Contract ID: SUM84655

DBE Goal: 7%

Summit

IR 76/IR 77/IR 277-VAR

E130(387)

FOUR LANE RESURFACING

Work Type Percentage Performed by Prime: 50

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

PROPOSAL

STATE OF OHIO

DEPARTMENT OF TRANSPORTATION

Jerry Wray, Director

March 20, 2015

Submitted by _____

Bidder Id _____

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

ELECTRONIC BIDDING REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

PN 007 - 10/15/2004 - TRUCK LEASING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The New Hire Definition is as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor must provide the following reports:

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

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

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

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

All OJT Trainees must have the appropriate certification. Apprenticeship Certificates can be obtained from the State of Ohio, Bureau of Apprenticeship and Training. The union apprenticeship agreement is not acceptable verification of an apprentice's enrollment in a union sponsored training program. A copy of the Apprenticeship Certificate along with a statement indicating the number of months/years the employee has been in the apprenticeship program must be submitted to the EEO Coordinator in the

company's home district and to the prevailing wage coordinator in the district responsible for the project within 90 days of the apprentice beginning work on the project.

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

1. GENERAL

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

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

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

2. EQUAL EMPLOYMENT OPPORTUNITY POLICY

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

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

3. EQUAL EMPLOYMENT OPPORTUNITY OFFICE

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

4. DISSEMINATION OF POLICY

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

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

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

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

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

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

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

5. RECRUITMENT

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

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

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

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

6. PERSONNEL ACTIONS

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

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

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

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

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

7. TRAINING AND PROMOTION

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

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

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

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

8. UNIONS

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

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

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

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

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

9. SUBCONTRACTING

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

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

10. RECORDS AND REPORTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PN 046 - 10/15/2004 - SUBCONTRACT AGREEMENTS

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

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

PN 013 – 04/18/2014 - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

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

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

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

WAIVER PROCESS FOR DBE GOAL

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

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

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

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

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

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

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

SANCTIONS

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

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

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

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

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

GOOD FAITH EFFORTS WHEN A DBE IS REPLACED ON A CONTRACT

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

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

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

TERMINATING A DBE SUBCONTRACTOR

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

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

- The listed DBE subcontractor fails or refuses to execute a written contract;
- The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- The ODOT determines that the listed DBE subcontractor is not a responsible contractor;
- The listed DBE subcontractor voluntarily withdraws from the project and provides written notice of its withdrawal;
- The listed DBE is ineligible to receive DBE credit for the type of work required;
- A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- The DBE firm is determined to be in material breach of the contract;
- Other documented good cause that compels the termination of the DBE subcontractor. Provided that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

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

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

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

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

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

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

Work Type Code	Work Type Description	Work Type Code	Work Type Description
1	Clearing & Grubbing	29	Structure Repairs
2	Building Removal	30	Hydrodemolition
3	Gas, Oil, Water Well Abandonments	31	Structural Steel Repairs
4	Roadway Excavation & Embankment Construction	32	Heat Straightening
5	Major Roadway Excavations	33	Tieback Installation
6	Incidental Grading	34	Earth Retaining Structures
7	Soil Stabilization	35	Drainage (Culverts, Misc.)
8	Temporary Soil Erosion & Sediment Control	36	Guardrail / Attenuators
9	Aggregate Bases	37	Fence
10	Flexible Paving	38	Misc. Concrete
11	Apply Bituminous Treatments	39	Maintenance of Traffic
12	Rigid Paving	40	Waterproofing
13	Pavement Planning, Milling, Scarification	41	Raised Pavement Markers
14	Concrete Texturing	42	Signing
15	Sawing	43	Highway Lighting
16	Flexible Replacement	44	Traffic Signals - Standard
17	Rigid Pavement Replacement	45	Pavement Markings
18	Pavement Rubblizing, Breaking, Pulverizing	46	Landscaping
19	Structure Removal	47	Mowing
20	Level 1 Bridge	48	Trucking
21	Level 2 Bridge	49	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 – 10/22/2012 -WAGE SCALE ON ALL FEDERAL-AID PROJECTS

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

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

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

<http://www.wdol.gov/wdol/scafiles/archive/davisbacon/0/oh2.r20>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REPORTING BID RIGGING

To report bid rigging activities call:

1-800-424-9071

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

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

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

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

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

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

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

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

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

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

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

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

YY – Project Year PPPP – Project Number

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

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

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

a) Administrative Identifier Information:

- i. Project Number
- ii. County
- iii. Route Number
- iv. FHWA Number
- v. PID Number
- vi. Contract Signed Date
- vii. Completion Date
- viii. Contractor's Name
- ix. Contractor's Dated Signature
- x. ODOT's Dated Approval Signature

b) Project Activities:

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

c) Project Milestones:

- i. Start Project: The Contractor shall include as the first milestone in the schedule, a milestone named "Start Project". The date used for this milestone is the date the contract is executed and signed by the Department.

- ii. End Project Milestone: The Contractor shall include as the last activity in the project schedule, a milestone named "End Project". The date used for this milestone is considered the project completion date.
 - iii. Start Phase Milestone: The Contractor shall include as the first activity for a project phase, an activity named "Start Phase X", where "X" identifies the phase of work. The Contractor may include additional milestones but, as a minimum, must include all contractual milestones.
 - iv. End Phase Milestone: The Contractor shall include as the last activity in a project phase, an activity named "End Phase X" where "X" identifies the phase of work. The Contractor may include additional milestones, but at a minimum contractual milestones.
- d) Level of Effort Activities:
Use level of effort activities to show the duration of specified contract work periods, phases and road closures. The level of effort activity type is allowed to have a start-to-start relationship with the first activity in a series of activities and a finish-to-finish relationship with the last activity in a series of activities.
- e) Constraints:
Use constraints sparingly in the schedule. If constraints are used, use only Early Constraints or Late Constraints.
- f) Calendars:
Weather, seasonal (winter) and environmental shutdown periods shall be shown using non-work calendars. The activity can be assigned to a calendar indicating time periods of non-work. These custom calendars can be created to show days, weeks, or months of non-work. Weather and seasonal conditions, as shown in CMS 108.06-1 or PN 130, shall be evenly dispersed into the CPM schedule calendars as non-work days and be included in the planning and scheduling of all work. All calendars developed by the Contractor shall be established as Project Calendars, with the calendar name including the project year, project number and describing the function (i.e. 120345 – 5 day workweek, 120345 – earthwork, 120345 – structures, 120345 – asphalt). No Global Calendars shall be incorporated into any progress schedule submission.
- g) Activity Codes:
The Contractor shall, at a minimum, include Project Activity Codes for Area, Phase, and Responsibility for each activity. Work Breakdown Structure is permitted, but not required. No Global Activity Codes shall be incorporated into any progress schedule submission.
- h) Schedule Options:
The schedule may only be calculated using retained logic. Show open ends as non-critical. Schedule durations are to be contiguous. Total float shall be calculated as finish float. Ignore relationships to and from other projects.

2. Submission Requirements. Submit all schedules within the time frames specified. Submit the schedule and information in electronic file format via email or compact disc (CD) compatible with the Engineer's computer. Submit the following information along with the electronic baseline schedule:
 - a) A hard copy of the baseline schedule in CPM format including the Administrative Identifier Information discussed in Section C.1.a on the first page of the schedule. For each activity on the chart, indicate the Activity ID, Activity Description, Original Duration, Remaining Duration, Total Float, Start Date, Finish Date, and Calendar ID. Use arrows to show the relationships among activities. . Identify the critical path of the project on the bar chart in red. The critical path is defined as; the longest path of activities in the project that determines the project completion date. The activities that make-up the critical path of activities are the "Critical Activities."
 - b) A hard copy of the Six Week Look Ahead Schedule in CPM format. This schedule will have all the requirements of the baseline schedule in bar chart format except that it shall be limited to those activities that have an early start or early finish within a six week period of the data date.
 - c) A complete Scheduling/Leveling Report (SCHEDLOG.TXT file generated by the Primavera scheduling software application) which includes Schedule Settings, Statistics, Errors, Warnings, Scheduling/Leveling Results, Exceptions, Activities with unsatisfied constraints, Activities with unsatisfied relationships, and Activities with external dates. The statistics shall include, number of Activities, number of Activities Not Started, number of Activities In Progress, number of Activities Completed, number of Activity Relationships, and number of Activities with Constraints. Total number of activities on the critical path, percent complete, activities without predecessors, activities without successors, and activities out of sequence.

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

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

3. Negative Float: Negative float will not be a basis for requesting time extensions. Any extension of time will be addressed in accordance with the Section F. Scheduled completion date(s) that extend beyond the contract (or phase) completion date(s) may be used in computations for assessment of liquidated damages. The use of this computation is not to be construed as an order by the Department to accelerate the project.

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

1. Update Requirements. On the tenth day of the current month, during the life of the Project, submit an updated schedule and all required information with a data date of the last day of the preceding month. The date for submission and data date may be adjusted to accommodate regularly scheduled progress meetings. Submit the monthly updated bar chart on paper and a copy of the updated schedule in electronic format in Section C.2. The Engineer shall "approve" or "reject" the schedule update within 5 days of receipt of the updated CPM schedule. The Engineer may withhold estimates if the updated schedule is not submitted as required by this section. For each updated schedule, identify the actual start and finish dates for all completed activities and the actual start date and remaining duration for all activities in progress. Correct out-of-sequence progress listings generated by the Scheduling Statistics Report on the critical path. The project schedule shall be reviewed at each monthly progress meeting. Any corrections shall be made prior to the next monthly progress meeting.

Submit the following with each updated schedule:

- i. A hard copy of the updated schedule in CPM format.
 - ii. A hard copy of the Six Week Look Ahead Schedule in CPM Format
 - iii. Provide a written narrative that identifies any changes or shifts in the critical path and submit reasons for the changes or shifts in the critical path.
 - iv. A complete Scheduling/Leveling Report (SCHEDLOG.TXT) file generated by the Primavera scheduling software application.
 - v. A hard copy or .pdf of the Claim Digger Report (generated by the Primavera Software application) providing a comparison between this updated schedule and the previous Monthly Updated Schedule.
 - vi. Electronic files (formatted as described above)
2. Early Completion Monthly Update Schedule. An Early Completion Monthly Update Schedule is defined as a monthly update schedule submitted by the Contractor in which the Finish Date precedes the Contract Completion Date. If after incorporating necessary revisions in accordance with Section F, the Finish Date precedes the Contract Completion Date by at least the number of days shown Table A the Engineer will initiate a change order amending the Contract Completion Date to the Early Completion Date shown on the accepted Early Completion Monthly Update. The amended Completion Date will be effective upon execution of that change order and all contract provisions concerning the Completion Date such as incentives, disincentives, excusable delays, compensable delays, and liquidated damages will be measured against the amended Completion Date.

The Contractor may elect not to execute the change order amending the Completion Date; however, in so doing, the Contractor waives its rights to delay damages in meeting the projected early Completion Date and the time between the Early Completion Date and the Contract Completion Date is used as Project Float.

Table A

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

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

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

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

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

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

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

1. The previously accepted monthly update shall be used to display progress of the project and planned activities for the next 30 day period that incurred weather days. Make a copy of the schedule file to use for the analysis. This schedule is referred to as the Non-weather Schedule.
2. Prepare a list of actual weather days believed to have delayed the project and the activities that were impacted.
3. Utilizing the calendar(s) of those impacted activities, remove any planned weather days. Insert the actual weather day(s) into the calendar(s) for the planned work as a non-work day. Run the schedule calculations and determine the finish date. This schedule is referred to as the Weather Schedule.
4. Compare the Weather Schedule finish date with the Non-weather Schedule finish date in order to determine the duration of any warranted time extension.

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

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

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

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

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

Item	Unit	Description
108E10000	Lump Sum	CPM Progress Schedule

PN 124 - 04/17/2009 - A + B BIDDING

Description.

Bid the time in calendar days that the Bidder proposes to use to substantially complete the project, subject to any minimum and maximum number of days that may be specified for the project.

Incentive/Disincentive (I/D) values are listed for the project in the **A+B Contract Table**. The A+B Contract Table is located in the Plan General Notes.

The Department will adjust bids, for bid comparison purposes only; to include consideration of the days bid and the I/D value for the project.

Contract Segments, Incentives/Disincentives. For this project, the minimum and maximum number of days that may be bid, and the corresponding I/D amounts are as shown in the **A+B Contract Table**.

Definitions.

The following terms are defined:

Minimum Days: This is the minimum number of calendar days that the Bidder may bid for the subject project.

Maximum Days: This is the maximum number of calendar days that the Bidder may bid for the subject project.

Unrestricted Traffic: The affected lanes are open to unrestricted traffic flow with the specified striping and safety features in place.

Substantial Completion: The Project is in its final configuration in accordance with the plans and open to unrestricted traffic.

Consideration of Proposals.

When A+B Bidding is specified, after proposals are opened and read, the Department will compare the proposals based on the adjusted bid, which is determined as follows:

Adjusted bid = **A + [B x (I/D)]**

Where:

A = Sum of the estimated unit quantities multiplied by the respective unit prices bid;

B = Number of calendar days bid to complete the project

(I/D) = The listed I/D value for the project

Bids that include less than the minimum number of days, or more than the maximum number of days will be considered non-responsive.

The Department will only use adjusted bids to compare proposals and to determine the low bidder.

The Department will make payment for work performed according to the pay provisions of the specified items of work. The Department will make payment for incentives and disincentives as specified in the **A+B Contract Table**.

In C&MS 624, Mobilization, Subsection 624.04, Basis of Payment, the total original contract amount will be only the total of the A Part. The subcontracting limitation will be based on the total of Part A. Any other reference in the plans and specifications to the total contract amount will be considered the total of only Part A, and will not include the sum of the B Parts.

Incentive/Disincentive for Early Completion.

It is in the public's interest that the project be substantially completed at the earliest possible date. The contract provides an incentive/disincentive to encourage the early completion of the project described in the **A+B Contract Table**.

The beginning date for charging calendar days to a project will be the day when traffic on the project is impacted by the construction, unless the beginning date is otherwise stated in the plan notes or specifications. Calendar days will continue to be charged until the segment is determined to be substantially complete.

For the project that is substantially completed in fewer days than bid by the Contractor, the Contractor will earn an incentive. The Department will calculate this incentive payment by multiplying the listed I/D value by the difference in the number of days used by the Contractor to substantially complete the project and the number of days bid for the project.

Correspondingly, for the project that is not substantially completed within the days bid by the Contractor, the Department will charge the Contractor a disincentive. The Department will calculate this disincentive by multiplying the listed I/D value for the project by the difference in the number of days used by the Contractor to substantially complete the project and the number of days bid for the project.

The Department will pay incentives or deduct disincentives, as appropriate, in the progress payment after the project is substantially complete.

Total incentives paid will not exceed five percent of the amount of the total contract unless the Director or his designee determines that the work is so critical that a higher percentage is warranted. There is no limit on the amount of disincentives deducted.

If the Contractor fails to complete the project by final project completion, liquidated damages will be assessed in accordance with Section 108.07 of the C&MS. However, if a disincentive period extends beyond final project completion, the Contractor will be assessed either the disincentive amount or the liquidated damages specified in Section 108.07, whichever is greater, but shall not be assessed the sum of both.

In the event the Contractor impedes the flow of unrestricted traffic subsequent to the substantial completion of any contract segment, the Contractor shall be assessed the daily disincentive amount of any contract segment for each day traffic is restricted.

Extension of contract time will be for calendar days and calculated in accordance with 108.06.

PN 420 - 01/21/2011 - 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 512 - 12/31/2012 - ITEM SPECIAL - PATCHING CONCRETE BRIDGE DECKS

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

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

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

C. Removal of Unsound Concrete. The Engineer shall sound the entire deck and outline the areas to be removed. Sounding may have to be delayed until the deck is sufficiently dry to permit detection of all areas of delamination. The perimeter of all removal areas shall be sawed to a depth of 1 inch (25 mm) to produce a vertical or slightly undercut face. Additional saw cuts may be required to facilitate removal. All unsound concrete including all patches other than sound Portland cement concrete, and all loose and disintegrated concrete shall be removed. The unsound concrete may be removed by chipping or hand dressing. Chipping hammers shall not be heavier than the nominal 35 pound (16 kg) class and shall be operated at an angle of less than 45 degrees measured from the surface of the deck. Concrete shall be removed in a manner that prevents cutting, elongating or damaging reinforcing steel. Where the bond between the concrete and a primary reinforcing bar has been destroyed, or where more than one half of the periphery of such a bar has been exposed, the adjacent concrete shall be removed to a depth that will provide a minimum 3/4 inch (19 mm) clearance around the bar except where other reinforcing bars make this impracticable. Reinforcement which has become loose shall be adequately supported and tied back into place. After completion of the secondary removal operations, the Engineer will re-sound the deck to ensure that only sound concrete remains. Minimize construction joints. Construction joints shall only be placed on the perimeter of the removal areas.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Fuel Adjustment Categories, Table A-1				
Category	Basis of Calculation and Threshold Quantity	Eligible Items	Units	Fuel Usage Factor
Earthwork	Apply only to the greater of the sum of all Excavation quantities or the sum of all Borrow and Embankment quantities. Threshold Quantity* = 30,000 c.y. (22,936 c.m.)	203, 204	Gallons per cubic yard (Gallons per cubic meter)	0.50 (0.65)
Aggregate Bases	Apply to quantity calculated based on the Method of Measurement and Basis of Payment. Threshold Quantity* = 2,500 c.y. (1,912 c.m.)	304, 307	Gallons per cubic yard (Gallons per cubic meter)	0.75 (0.98)
Select Granular Backfill	Apply to quantity calculated based on the Method of Measurement and Basis of Payment. Threshold Quantity* = 2,000 c.y. (1,529 c.m.)	840	Gallons per cubic yard (Gallons per cubic meter)	0.75 (0.98)
Flexible Bases and Pavements	Apply to quantity calculated based on the Method of Measurement and Basis of Payment. Threshold Quantity* = 1,200 c.y. (917 c.m.)	301, 302, 308, 424, 442, 443, 446, 448, 803, 826, 857, 880	Gallons per cubic yard (Gallons per cubic meter)	4.50 (5.88)
Rigid Bases and Pavements	Apply to quantity calculated based on the Method of Measurement and Basis of Payment. Threshold Quantity* = 1,200 c.y. (917 c.m.)	305, 306, 451, 452, 526, 884, 888, 896	Gallons per cubic yard (Gallons per cubic meter)	1.00 (1.31)
Structural Concrete	Apply to quantity calculated based on the Method of Measurement and Basis of Payment. Threshold Quantity* = 350 c.y. (268 c.m.)	511, 524, 842, 892, 893, 894, 898	Gallons per cubic yard (Gallons per cubic meter)	4.00 (5.23)

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

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

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

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

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

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

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

For a Price Increase:

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

For a Price Decrease:

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

Where:

Fpa = Fuel Price Adjustment

Mbp = Monthly Base Price

Cbp = Contract Base Price

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

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

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

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

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

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

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

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

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

Eligibility

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

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

Asphalt Binder Index

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

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

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

Calculation

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

For a price increase:

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

For a price decrease:

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

Where:

PA = Price Adjustment

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

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

C = BI x percent virgin asphalt binder / 100

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

UTILITY NOTE
Summit County – 76 / 77 / 277 – VAR
PID #84655
November 7, 2014

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

*****NOTE*** All aerial and underground relocation work shall be completed no later than March 5, 2014, except as stated herein.**

Ohio Edison

The Company has facilities within the project limits as shown on the plans. The maximum operating voltage for the distribution line are all less than 50 kV. The Company's lines will not be relocated for this project.

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

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

The Company has facilities within the project limits as shown on the plans. The Company's lines will not be relocated for this project.

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

Time Warner Cable

The Company has facilities within the project limits as shown on the plans. The Company's lines will not be relocated for this project.

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

AT&T Transmission

The Company has facilities within the project limits as shown on the plans. The Company's lines will not be relocated for this project.

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

MCI

The Company has facilities within the project limits as shown on the plans. The Company's lines will not be relocated for this project.

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

Sprint Communications

The Company has facilities within the project limits as shown on the plans. The Company's lines will not be relocated for this project.

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

Dominion East Ohio Gas

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

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

City of Akron Water

The Company has facilities within the project limits as shown on the plans. The Company's lines will not be relocated for this culvert.

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

City of Akron Sewer

The Company has facilities within the project limits as shown on the plans. The Company's lines will not be relocated for this culvert.

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

Summit County Department of Environmental Services

The Company has facilities within the project limits as shown on the plans. The Company's lines will not be relocated for this culvert.

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

Utility Note prepared by Matthew Steele

Project Number: 150149

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: **11/30/2015**

Unit Price Contract

FOR IMPROVING VARIOUS SECTIONS OF US 76, 77, AND 277 IN THE CITY OF AKRON, SUMMIT COUNTY, OHIO, IN ACCORDANCE WITH PLANS AND SPECIFICATIONS BY FULL DEPTH PAVEMENT WIDENING, ASPHALT RESURFACING, DRAINAGE IMPROVEMENTS, LIGHTING, AND MISCELLANEOUS STRUCTURE REPAIRS.

Project Length: 5.2 Miles

Work Length: 5.2 Miles

Pavement Width: 75 Feet

Project Number: 150149

Section 0001 ROADWAY

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0001		201E11000	CLEARING AND GRUBBING(RAMP A: I-277 TO I-77) (WT: 01)	01	LS	1.000
0002		202E23000	PAVEMENT REMOVED (WT: NR)	NR	SY	4,750.000
0003		202E23500	WEARING COURSE REMOVED (WT: NR)	NR	SY	5,442.000
0004		202E30700	CONCRETE BARRIER REMOVED (WT: NR)	NR	FT	29.000
0005		202E38000	GUARDRAIL REMOVED (WT: NR)	NR	FT	14,612.500
0006		202E47800	IMPACT ATTENUATOR REMOVED (WT: NR)	NR	EACH	1.000
0007		203E10000	EXCAVATION(FOR PAVEMENT REPAIRS) (WT: 06)	06	CY	142.000
0008		203E10000	EXCAVATION (WT: 06)	06	CY	25,713.000
0009		203E20000	EMBANKMENT (WT: 06)	06	CY	5,903.000
0010		204E10000	SUBGRADE COMPACTION (WT: 06)	06	SY	65,914.000
0011		204E13000	EXCAVATION OF SUBGRADE (WT: 06)	06	CY	3,042.000
0012		204E30010	GRANULAR MATERIAL, TYPE B (WT: 06)	06	CY	3,042.000
0013		204E45000	PROOF ROLLING (WT: 06)	06	hour	34.000
0014		204E50100	GEOTEXTILE FABRIC, 712.09, TYPE A (WT: 07)	07	SY	9,125.000
0015		209E60200	LINEAR GRADING (WT: 06)	06	STA	147.000
0016		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN(FOR BARRIER WALL) (WT: 29)	29	SF	500.000
0017		606E13000	GUARDRAIL, TYPE 5 (WT: 36)	36	FT	781.250
0018		606E15050	GUARDRAIL, TYPE MGS (WT: 36)	36	FT	14,381.250
0019		606E15250	GUARDRAIL, TYPE MGS QUARTER POST SPACING (WT: 36)	36	FT	50.000
0020		606E26050	ANCHOR ASSEMBLY, MGS TYPE B (WT: 36)	36	EACH	6.000
0021		606E26100	ANCHOR ASSEMBLY, TYPE E (WT: 36)	36	EACH	1.000
0022		606E26150	ANCHOR ASSEMBLY, MGS TYPE E (WT: 36)	36	EACH	9.000
0023		606E26550	ANCHOR ASSEMBLY, MGS TYPE T (WT: 36)	36	EACH	18.000
0024		606E35000	BRIDGE TERMINAL ASSEMBLY, TYPE 1 (WT: 36)	36	EACH	3.000
0025		606E35002	MGS BRIDGE TERMINAL ASSEMBLY, TYPE 1 (WT: 36)	36	EACH	2.000
0026		606E35100	BRIDGE TERMINAL ASSEMBLY, TYPE 2 (WT: 36)	36	EACH	15.000
0027		606E35170	BRIDGE TERMINAL ASSEMBLY, TYPE BR-1 (WT: 36)	36	EACH	13.000
0028		606E60022	IMPACT ATTENUATOR, TYPE 2 (UNIDIRECTIONAL) (70MPH, 96") (WT: 36)	36	EACH	1.000
0029		622E23303	CONCRETE BARRIER, TYPE A, REINFORCED, AS PER PLAN (WT: 38)	38	FT	29.000
0030		623E38501	MONUMENT ASSEMBLY, AS PER PLAN (WT: NR)	NR	EACH	9.000
0031		690E98000	SPECIAL - MISC.:ERTICAL CLEARANCE (WT: NR)	NR	EACH	7.000

Project Number: 150149

0032		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR(FOR BARRIER WALL) (WT: 29)	29	SF	500.000
0033		861E10000	GEOGRID FOR SUBGRADE STABILIZATION (WT: 06)	06	SY	9,125.000

Section 0002 EROSION CONTROL

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0034		659E00100	SOIL ANALYSIS TEST (WT: NR)	NR	EACH	2.000
0035		659E00300	TOPSOIL (WT: 46)	46	CY	1,667.000
0036		659E10000	SEEDING AND MULCHING (WT: 46)	46	SY	23,185.000
0037		659E14000	REPAIR SEEDING AND MULCHING (WT: 46)	46	SY	751.000
0038		659E20000	COMMERCIAL FERTILIZER (WT: 46)	46	TON	3.130
0039		659E31000	LIME (WT: 46)	46	ACRE	4.790
0040		659E35000	WATER (WT: 46)	46	MGAL	142.000
0041		832E30000	EROSION CONTROL (WT: 08)	08	EACH	50,000.000

Section 0003 DRAINAGE

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0042		605E06020	4" BASE PIPE UNDERDRAINS WITH FABRIC WRAP (WT: 35)	35	FT	33,510.000
0043		605E13410	6" UNCLASSIFIED PIPE UNDERDRAINS WITH FABRIC WRAP (WT: 35)	35	FT	40,679.000
0044		611E00410	4" CONDUIT, TYPE F FOR UNDERDRAIN OUTLET (WT: 35)	35	FT	1,181.000
0045		611E00510	6" CONDUIT, TYPE F FOR UNDERDRAIN OUTLETS (WT: 35)	35	FT	1,442.000
0046		611E98630	CATCH BASIN ADJUSTED TO GRADE (WT: 35)	35	EACH	26.000
0047		611E99710	PRECAST REINFORCED CONCRETE OUTLET (WT: 35)	35	EACH	50.000
0048		611E99820	SPECIAL - MISCELLANEOUS METAL (WT: 35)	35	LB	1,295.000

Section 0004 PAVEMENT

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0049		254E01000	PAVEMENT PLANING, ASPHALT CONCRETE (WT: 13)	13	SY	28,838.000
0050		254E01001	PAVEMENT PLANING, ASPHALT CONCRETE, AS PER PLAN (WT: 13)	13	SY	90,722.000
0051		255E10011	FULL DEPTH PAVEMENT REMOVAL AND RIGID REPLACEMENT, CLASS QC1, AS PER PLAN (WT: 17)	17	SY	850.000
0052		255E20000	FULL DEPTH PAVEMENT SAWING (WT: 15)	15	FT	3,723.000
0053		302E46000	ASPHALT CONCRETE BASE, PG64-22 (WT: 10)	10	CY	15,041.000
0054		304E20000	AGGREGATE BASE(FOR PAVEMENT REPAIRS) (WT: 09)	09	CY	142.000
0055		304E20001	AGGREGATE BASE, AS PER PLAN (WT: 09)	09	CY	10,438.000

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0056		407E20500	SPECIAL - TACK COAT, TRACKLESS TACK (WT: 10)	10	GAL	11,957.000
0057		407E20510	SPECIAL - TACK COAT, TRACKLESS TACK FOR INTERMEDIATE COURSE (WT: 10)	10	GAL	8,485.000
0058		441E50701	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, (448), (UNDER GUARDRAIL), AS PER PLAN (WT: 10)	10	CY	330.000
0059		442E20051	ASPHALT CONCRETE SURFACE COURSE, 12.5 MM, TYPE B (448), AS PER PLAN (WT: 10)	10	CY	6,569.000
0060		442E20250	ASPHALT CONCRETE INTERMEDIATE COURSE, 19MM, TYPE B (448) (WT: 10)	10	CY	7,663.000
0061		617E10101	COMPACTED AGGREGATE, AS PER PLAN (WT: 06)	06	CY	620.000

Section 0005 LIGHTING

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0062		625E00450	CONNECTION, FUSED PULL APART (WT: 43)	43	EACH	48.000
0063		625E10490	LIGHT POLE, CONVENTIONAL, A8BB47.50 (WT: 43)	43	EACH	24.000
0064		625E14300	MEDIAN LIGHT POLE FOUNDATION, 8' DEEP (WT: 43)	43	EACH	3.000
0065		625E17960	BRACKET ARM, 8' (WT: 43)	43	EACH	48.000
0066		625E23400	NO. 10 AWG POLE AND BRACKET CABLE (WT: 43)	43	FT	2,952.000
0067		625E26250	LUMINAIRE, CONVENTIONAL, STYLE C, TYPE III, 400W HPS FIXTURE, 725.11 (WT: 43)	43	EACH	2.000
0068		625E27520	REMOVAL OF LUMINAIRE AND REERECTION (WT: 43)	43	EACH	46.000
0069		625E29940	BARRIER JUNCTION BOX (WT: 43)	43	EACH	3.000
0070		625E40000	SPECIAL - MAINTAIN EXISTING LIGHTING (WT: 43)	43	LS	1.000
0071		625E75400	LIGHT POLE REMOVED (WT: NR)	NR	EACH	23.000
0072		625E75501	LIGHT POLE FOUNDATION REMOVED, AS PER PLAN (WT: NR)	NR	EACH	3.000
0073		625E75801	DISCONNECT CIRCUIT, AS PER PLAN (WT: NR)	NR	EACH	3.000

Section 0006 TRAFFIC CONTROL

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0074		626E00100	BARRIER REFLECTOR (WT: NR)	NR	EACH	595.000
0075		630E06400	GROUND MOUNTED STRUCTURAL BEAM SUPPORT, S4X7.7 (WT: 42)	42	FT	32.000
0076		630E08004	ONE WAY SUPPORT, NO. 3 POST (WT: 42)	42	FT	122.000
0077		630E08600	SIGN POST REFLECTOR (WT: 42)	42	EACH	4.000
0078		630E09000	BREAKAWAY STRUCTURAL BEAM CONNECTION (WT: 42)	42	EACH	2.000
0079		630E80100	SIGN, FLAT SHEET (WT: 42)	42	SF	96.000
0080		630E84500	GROUND MOUNTED STRUCTURAL BEAM SUPPORT FOUNDATION (WT: 42)	42	EACH	2.000
0081		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	2.000

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0082		630E85100	REMOVAL OF GROUND MOUNTED SIGN AND REERECTION (WT: NR)	NR	EACH	1.000
0083		630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	4.000
0084		630E86102	REMOVAL OF GROUND MOUNTED STRUCTURAL BEAM SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	2.000
0085		642E00720	CHEVRON MARKING, TYPE 1 (WT: 45)	45	FT	2,422.000
0086		644E30000	REMOVAL OF PAVEMENT MARKING (WT: 45)	45	FT	66.000

Section 0007 MAINTENANCE OF TRAFFIC

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0087		614E11111	LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE, AS PER PLAN (WT: 39)	39	HOUR	1,000.000
0088		614E12336	WORK ZONE IMPACT ATTENUATOR (UNIDIRECTIONAL) (WT: 36)	36	EACH	2.000
0089		614E12420	DETOUR SIGNING (WT: 39)	39	LS	1.000
0090		614E12460	WORK ZONE MARKING SIGN (WT: 39)	39	EACH	24.000
0091		614E13000	ASPHALT CONCRETE FOR MAINTAINING TRAFFIC (WT: 39)	39	CY	100.000
0092		614E13100	BARRIER REFLECTOR (WT: NR)	NR	EACH	26.000
0093		614E13350	OBJECT MARKER, ONE WAY (WT: NR)	NR	EACH	26.000
0094		614E18401	PORTABLE CHANGEABLE MESSAGE SIGN, AS PER PLAN (WT: 39)	39	DAY	32.000
0095		614E20550	WORK ZONE LANE LINE, CLASS III, 642 PAINT (WT: 39)	39	MILE	3.020
0096		614E21550	WORK ZONE CENTER LINE, CLASS III, 642 PAINT (WT: 39)	39	MILE	0.020
0097		614E22350	WORK ZONE EDGE LINE, CLASS III, 642 PAINT (WT: 39)	39	MILE	20.230
0098		614E23680	WORK ZONE CHANNELIZING LINE, CLASS III, 642 PAINT (WT: 39)	39	FT	15,408.000
0099		614E24610	WORK ZONE DOTTED LINE, CLASS III, 642 PAINT (WT: 39)	39	FT	2,933.000
0100		614E25620	WORK ZONE TRANSVERSE/DIAGONAL LINE, CLASS III, 642 PAINT (WT: 39)	39	FT	1,532.000
0101		614E26610	WORK ZONE STOP LINE, CLASS III, 642 PAINT (WT: 39)	39	FT	80.000
0102		614E30650	WORK ZONE ARROW, CLASS III, 642 PAINT (WT: 39)	39	EACH	5.000
0103		622E41011	PORTABLE BARRIER, 50", AS PER PLAN (WT: 39)	39	FT	1,300.000

Section 0008 STRUCTURE REPAIR (SUM-76-0657R)

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0104		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0105		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) (WT: 57)	57	SY	1,440.000
0106		512E10400	TREATING OF CONCRETE BRIDGE DECK WITH SRS (WT: NR)	NR	SY	1,794.000
0107		518E12500	SCUPPER, MISC.:CLEANOUT (WT: 21)	21	EACH	10.000
0108		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	200.000

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0109		530E00200	SPECIAL - STRUCTURE, MISC.: STRUCTURE CLEANING (WT: 21)	21	LS	1.000
0110		530E00800	SPECIAL - STRUCTURE, MISC.: CONCRETE SPALL REMOVAL (WT: 21)	21	SY	50.000
0111		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	15.000
0112		630E80100	SIGN, FLAT SHEET, 730.20 (WT: 42)	42	SF	2.000
0113		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	2.000
0114		630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	2.000
0115		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	150.000

Section 0009 STRUCTURE REPAIR (SUM-76-0672)

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0116		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0117		512E10400	TREATING OF CONCRETE BRIDGE DECK WITH SRS (WT: NR)	NR	SY	2,785.000
0118		518E12500	SCUPPER, MISC.:CLEANOUT (WT: 21)	21	EACH	15.000
0119		530E00200	SPECIAL - STRUCTURE, MISC.: STRUCTURE CLEANING (WT: 21)	21	LS	1.000
0120		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	15.000
0121		630E80100	SIGN, FLAT SHEET, 730.20 (WT: 42)	42	SF	2.000
0122		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	1.000
0123		630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	1.000

Section 0010 STRUCTURE REPAIR (SUM-76-0684)

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0124		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0125		202E32800	CONCRETE SLOPE PROTECTION REMOVED (WT: NR)	NR	SY	14.000
0126		512E10400	TREATING OF CONCRETE BRIDGE DECK WITH SRS (WT: NR)	NR	SY	2,236.000
0127		518E12500	SCUPPER, MISC.:CLEANOUT (WT: 21)	21	EACH	15.000
0128		530E00200	SPECIAL - STRUCTURE, MISC.: STRUCTURE CLEANING (WT: 21)	21	LS	1.000
0129		601E21000	CONCRETE SLOPE PROTECTION (WT: 35)	35	SY	14.000
0130		613E41200	LOW STRENGTH MORTAR BACKFILL (WT: NR)	NR	CY	1.000
0131		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	15.000
0132		630E80100	SIGN, FLAT SHEET, 730.20 (WT: 42)	42	SF	2.000
0133		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	2.000
0134		630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	2.000

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Section 0011 STRUCTURE REPAIR (SUM-76-0700)

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0135		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0136		512E10400	TREATING OF CONCRETE BRIDGE DECK WITH SRS (WT: NR)	NR	SY	1,942.000
0137		513E95000	STRUCTURAL STEEL, MISC.: REPAIR OF BROKEN SECONDARY MEMBER WELDS, FILLET WELDING (WT: 24)	24	FT	1.000
0138		514E27700	FIELD PAINTING, MISC.: REPAIR PAINTING (WT: 26)	26	SF	10.000
0139		516E01301	ELASTOMERIC STRIP SEAL WITHOUT STEEL EXTRUSIONS, AS PER PLAN (WT: 21)	21	FT	203.000
0140		516E46801	REFURBISH AND RESET BEARING, AS PER PLAN (WT: 21)	21	EACH	3.000
0141		516E47001	JACKING AND TEMPORARY SUPPORT OF SUPERSTRUCTURE, AS PER PLAN (WT: 21)	21	LS	1.000
0142		530E00200	SPECIAL - STRUCTURE, MISC.: STRUCTURE CLEANING (WT: 21)	21	LS	1.000
0143		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	15.000
0144		630E80100	SIGN, FLAT SHEET, 730.20 (WT: 42)	42	SF	2.000
0145		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	2.000
0146		630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	2.000
0147		849E10000	DAMAGE ASSESSMENT (WT: 32)	32	LS	1.000
0148		849E10500	SURFACE PREPARATION (WT: 32)	32	LS	1.000
0149		849E10600	REPAIRING DAMAGED MEMBERS BY GRINDING (WT: 32)	32	HOUR	1.000

Section 0012 STRUCTURE REPAIR (SUM-76-0736)

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0150		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0151		202E11201	PORTIONS OF STRUCTURE REMOVED, AS PER PLAN (WT: 19)	19	LS	1.000
0152		202E23500	WEARING COURSE REMOVED (WT: NR)	NR	SY	298.000
0153		202E32800	CONCRETE SLOPE PROTECTION REMOVED (WT: NR)	NR	SY	140.000
0154		202E98000	REMOVAL MISC.: POWER SERVICE FOR CATHODIC PROTECTION (WT: NR)	NR	LS	1.000
0155		407E10000	TACK COAT (WT: 10)	10	GAL	45.000
0156		407E14000	TACK COAT FOR INTERMEDIATE COURSE (WT: 10)	10	GAL	12.000
0157		442E20051	ASPHALT CONCRETE SURFACE COURSE, 12.5 MM, TYPE B (448), AS PER PLAN (WT: 10)	10	CY	13.000
0158		442E20250	ASPHALT CONCRETE INTERMEDIATE COURSE, 19MM, TYPE B (448) (WT: 10)	10	CY	15.000
0159		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) (WT: 57)	57	SY	961.000

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0160		516E01301	ELASTOMERIC STRIP SEAL WITHOUT STEEL EXTRUSIONS, AS PER PLAN (WT: 21)	21	FT	175.000
0161		518E12500	SCUPPER, MISC.:CLEANOUT (WT: 21)	21	EACH	9.000
0162		518E12901	SCUPPER, LENGTHENING, AS PER PLAN (WT: 21)	21	EACH	9.000
0163		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	150.000
0164		530E00200	SPECIAL - STRUCTURE, MISC.: STRUCTURE CLEANING (WT: 21)	21	LS	1.000
0165		601E21000	CONCRETE SLOPE PROTECTION (WT: 35)	35	SY	140.000
0166		613E41200	LOW STRENGTH MORTAR BACKFILL (WT: NR)	NR	CY	2.000
0167		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	15.000
0168		630E80100	SIGN, FLAT SHEET, 730.20 (WT: 42)	42	SF	2.000
0169		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	2.000
0170		630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	2.000
0171		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	75.000
0172		847E10001	MICRO SILICA MODIFIED CONCRETE OVERLAY, AS PER PLAN (T = 2 1/2" +/-) (WT: 29)	29	SY	1,184.000
0173		847E20001	MICRO SILICA MODIFIED CONCRETE OVERLAY (VARIABLE THICKNESS), MATERIAL ONLY, AS PER PLAN (WT: 29)	29	CY	99.000
0174		847E30000	TEST SLAB (WT: 29)	29	LS	1.000
0175		847E30201	FULL DEPTH REPAIR, AS PER PLAN (WT: 29)	29	CY	1.000
0176		847E30301	WEARING COURSE REMOVED, ASPHALT, AS PER PLAN (T = 3" +/-) (WT: 29)	29	SY	1,184.000
0177		847E30401	EXISTING CONCRETE OVERLAY REMOVED, AS PER PLAN (T = 2 1/2" +/-) (WT: NR)	NR	SY	1,184.000
0178		847E50000	HAND CHIPPING (WT: 29)	29	SY	36.000

Section 0013 STRUCTURE REPAIR (SUM-76-0758)

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0179		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	15.000
0180		630E80100	SIGN, FLAT SHEET, 730.20 (WT: 42)	42	SF	2.000

Section 0014 STRUCTURE REPAIR (SUM-76-0772)

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0181		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0182		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) (WT: 57)	57	SY	1,542.000
0183		512E10400	TREATING OF CONCRETE BRIDGE DECK WITH SRS (WT: NR)	NR	SY	1,291.000
0184		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	200.000
0185		519E12304	SPECIAL - PATCHING CONCRETE BRIDGE DECK - TYPE C (WT: 29)	29	SY	16.000

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0186		530E00200	SPECIAL - STRUCTURE, MISC.: STRUCTURE CLEANING (WT: 21)	21	LS	1.000
0187		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	15.000
0188		630E80100	SIGN, FLAT SHEET, 730.20 (WT: 42)	42	SF	2.000
0189		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	1.000
0190		630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	1.000
0191		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	150.000

Section 0015 STRUCTURE REPAIR (SUM-76-0824L)

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0192		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0193		202E11201	PORTIONS OF STRUCTURE REMOVED, AS PER PLAN (WT: 19)	19	LS	1.000
0194		202E23500	WEARING COURSE REMOVED (WT: NR)	NR	SY	355.000
0195		202E32800	CONCRETE SLOPE PROTECTION REMOVED (WT: NR)	NR	SY	84.000
0196		202E98000	REMOVAL MISC.: POWER SERVICE FOR CATHODIC PROTECTION (WT: NR)	NR	LS	1.000
0197		407E10000	TACK COAT (WT: 10)	10	GAL	54.000
0198		407E14000	TACK COAT FOR INTERMEDIATE COURSE (WT: 10)	10	GAL	15.000
0199		442E20051	ASPHALT CONCRETE SURFACE COURSE, 12.5 MM, TYPE B (448), AS PER PLAN (WT: 10)	10	CY	15.000
0200		442E20250	ASPHALT CONCRETE INTERMEDIATE COURSE, 19MM, TYPE B (448) (WT: 10)	10	CY	18.000
0201		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) (WT: 57)	57	SY	1,154.000
0202		516E01301	ELASTOMERIC STRIP SEAL WITHOUT STEEL EXTRUSIONS, AS PER PLAN (WT: 21)	21	FT	203.000
0203		518E12500	SCUPPER, MISC.:CLEANOUT (WT: 21)	21	EACH	11.000
0204		518E12901	SCUPPER, LENGTHENING, AS PER PLAN (WT: 21)	21	EACH	11.000
0205		518E62100	STRUCTURE DRAINAGE, MISC.: 8" COLLECTOR PIPE (WT: 21)	21	FT	25.000
0206		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	150.000
0207		530E00200	SPECIAL - STRUCTURE, MISC.: STRUCTURE CLEANING (WT: 21)	21	LS	1.000
0208		530E00800	SPECIAL - STRUCTURE, MISC.: CONCRETE SPALL REMOVAL (WT: 21)	21	SY	50.000
0209		601E21000	CONCRETE SLOPE PROTECTION (WT: 35)	35	SY	84.000
0210		613E41200	LOW STRENGTH MORTAR BACKFILL (WT: NR)	NR	CY	2.000
0211		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	15.000
0212		630E80100	SIGN, FLAT SHEET, 730.20 (WT: 42)	42	SF	2.000
0213		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	1.000
0214		630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	1.000
0215		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	75.000

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0216		847E10001	MICRO SILICA MODIFIED CONCRETE OVERLAY, AS PER PLAN (T = 2 1/2" +/-) (WT: 29)	29	SY	1,471.000
0217		847E20001	MICRO SILICA MODIFIED CONCRETE OVERLAY (VARIABLE THICKNESS), MATERIAL ONLY, AS PER PLAN (WT: 29)	29	CY	123.000
0218		847E30000	TEST SLAB (WT: 29)	29	LS	1.000
0219		847E30201	FULL DEPTH REPAIR, AS PER PLAN (WT: 29)	29	CY	1.000
0220		847E30301	WEARING COURSE REMOVED, ASPHALT, AS PER PLAN (T = 3" +/-) (WT: 29)	29	SY	1,471.000
0221		847E30401	EXISTING CONCRETE OVERLAY REMOVED, AS PER PLAN (T = 2 1/2" +/-) (WT: NR)	NR	SY	1,471.000
0222		847E50000	HAND CHIPPING (WT: 29)	29	SY	45.000

Section 0016 STRUCTURE REPAIR (SUM-76-0825UR)

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0223		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0224		202E11201	PORTIONS OF STRUCTURE REMOVED, AS PER PLAN (WT: 19)	19	LS	1.000
0225		202E32800	CONCRETE SLOPE PROTECTION REMOVED (WT: NR)	NR	SY	20.000
0226		202E98000	REMOVAL MISC.: POWER SERVICE FOR CATHODIC PROTECTION (WT: NR)	NR	LS	1.000
0227		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) (WT: 57)	57	SY	606.000
0228		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	100.000
0229		530E00800	SPECIAL - STRUCTURE, MISC.: CONCRETE SPALL REMOVAL (WT: 21)	21	SY	50.000
0230		601E21000	CONCRETE SLOPE PROTECTION (WT: 35)	35	SY	20.000
0231		613E41200	LOW STRENGTH MORTAR BACKFILL (WT: NR)	NR	CY	1.000
0232		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	7.500
0233		630E80100	SIGN, FLAT SHEET, 730.20 (WT: 42)	42	SF	1.000
0234		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	1.000
0235		630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	1.000
0236		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	50.000
0237		847E10001	MICRO SILICA MODIFIED CONCRETE OVERLAY, AS PER PLAN (T = 2 1/2" +/-) (WT: 29)	29	SY	972.000
0238		847E20001	MICRO SILICA MODIFIED CONCRETE OVERLAY (VARIABLE THICKNESS), MATERIAL ONLY, AS PER PLAN (WT: 29)	29	CY	81.000
0239		847E30000	TEST SLAB (WT: 29)	29	LS	1.000
0240		847E30201	FULL DEPTH REPAIR, AS PER PLAN (WT: 29)	29	CY	1.000
0241		847E30301	WEARING COURSE REMOVED, ASPHALT, AS PER PLAN (T = 3" +/-) (WT: 29)	29	SY	972.000
0242		847E30401	EXISTING CONCRETE OVERLAY REMOVED, AS PER PLAN (T = 2 1/2" +/-) (WT: NR)	NR	SY	972.000

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0243		847E50000	HAND CHIPPING (WT: 29)	29	SY	30.000
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Section 0017 STRUCTURE REPAIR (SUM-76-0832L)

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0244		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0245		202E11201	PORTIONS OF STRUCTURE REMOVED, AS PER PLAN (WT: 19)	19	LS	1.000
0246		202E23500	WEARING COURSE REMOVED (WT: NR)	NR	SY	230.000
0247		202E98000	REMOVAL MISC.: POWER SERVICE FOR CATHODIC PROTECTION (WT: NR)	NR	LS	1.000
0248		407E10000	TACK COAT (WT: 10)	10	GAL	35.000
0249		407E14000	TACK COAT FOR INTERMEDIATE COURSE (WT: 10)	10	GAL	10.000
0250		442E20051	ASPHALT CONCRETE SURFACE COURSE, 12.5 MM, TYPE B (448), AS PER PLAN (WT: 10)	10	CY	10.000
0251		442E20250	ASPHALT CONCRETE INTERMEDIATE COURSE, 19MM, TYPE B (448) (WT: 10)	10	CY	12.000
0252		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) (WT: 57)	57	SY	1,424.000
0253		516E01301	ELASTOMERIC STRIP SEAL WITHOUT STEEL EXTRUSIONS, AS PER PLAN (WT: 21)	21	FT	156.000
0254		518E12500	SCUPPER, MISC.:CLEANOUT (WT: 21)	21	EACH	11.000
0255		518E12901	SCUPPER, LENGTHENING, AS PER PLAN (WT: 21)	21	EACH	11.000
0256		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	300.000
0257		530E00200	SPECIAL - STRUCTURE, MISC.: STRUCTURE CLEANING (WT: 21)	21	LS	1.000
0258		530E00800	SPECIAL - STRUCTURE, MISC.: CONCRETE SPALL REMOVAL (WT: 21)	21	SY	50.000
0259		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	15.000
0260		630E80100	SIGN, FLAT SHEET, 730.20 (WT: 42)	42	SF	2.000
0261		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	1.000
0262		630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	1.000
0263		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	200.000
0264		847E10001	MICRO SILICA MODIFIED CONCRETE OVERLAY, AS PER PLAN (T = 2 1/2" +/-) (WT: 29)	29	SY	1,508.000
0265		847E20001	MICRO SILICA MODIFIED CONCRETE OVERLAY (VARIABLE THICKNESS), MATERIAL ONLY, AS PER PLAN (WT: 29)	29	CY	126.000
0266		847E30000	TEST SLAB (WT: 29)	29	LS	1.000
0267		847E30201	FULL DEPTH REPAIR, AS PER PLAN (WT: 29)	29	CY	1.000
0268		847E30301	WEARING COURSE REMOVED, ASPHALT, AS PER PLAN (T = 3" +/-) (WT: 29)	29	SY	1,508.000
0269		847E30401	EXISTING CONCRETE OVERLAY REMOVED, AS PER PLAN (T = 2 1/2" +/-) (WT: NR)	NR	SY	1,508.000
0270		847E50000	HAND CHIPPING (WT: 29)	29	SY	46.000

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Section 0018 INCIDENTALS

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0271		103E05000	PREMIUM FOR CONTRACT PERFORMANCE BOND AND FOR PAYMENT BOND (WT: NR)	NR	LS	1.000
0272		108E10000	SPECIAL - CPM PROGRESS SCHEDULE (WT: NR)	NR	LS	1.000
0273		614E11000	MAINTAINING TRAFFIC (WT: 39)	39	LS	1.000
0274		619E16020	FIELD OFFICE, TYPE C (WT: NR)	NR	MNTH	9.000
0275		623E10000	CONSTRUCTION LAYOUT STAKES AND SURVEYING (WT: NR)	NR	LS	1.000
0276		624E10000	MOBILIZATION (WT: NR)	NR	LS	1.000

Section 0019 PART B

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0277		614E15000	SPECIAL - CALENDAR DAYS OF CONTRACT TIME FOR OPENING TO TRAFFIC (UNIT PRICE FIELD SHOULD REFLECT NUMBER OF DAYS BID) (WT: NR)	NR	DLR	10,000.000