

**Project Number: 150589**

**PID #: 77876**

**Contract ID: SUM77876**

**DBE Goal: 10.0%**

Summit

IR 76/SR 241-VAR/11.72

Cities of Akron & Tallmadge

E110(020)

BRIDGE REPAIR

Work Type Percentage Performed by Prime: 50

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

# **PROPOSAL**

**STATE OF OHIO**

**DEPARTMENT OF TRANSPORTATION**

Jerry Wray, Director

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**November 19, 2015**

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

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

TABLE OF CONTENTS

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

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

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

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

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

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

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

PN 020 – 11/21/2011 - NOTICE OF REQUIREMENT OF AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY ..... 6

PN 029 – 09/08/2015 – ON THE JOB TRAINING PROVISIONS ..... 8

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

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

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

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

PN 013 - 5/29/2015 - DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION PLAN AND GOOD FAITH EFFORTS .16

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

PN 059 - 10/15/2004 - WAGE DETERMINATION APPEALS PROCESS.....22

PN 061 – 10/22/2012 -WAGE SCALE ON ALL FEDERAL-AID PROJECTS .....23

PN 050 - 10/15/2004 - LIMITATION ON USE OF CONTRACT FUNDS FOR LOBBYING.....24

PN 045 - 10/15/2004 - NON - COLLUSION AFFIDAVIT .....25

PN 118 – 07/21/2015 – REVISIONS TO THE 2013 C&MS FOR DEMOLITION WORKING DRAWING REQUIREMENTS .....25

PN 511 - 12/31/2012- ITEM SPECIAL - PATCHING CONCRETE BRIDGE DECK OVERLAYS WITH MICRO-SILICA MODIFIED CONCRETE.....26

2  
Project No. 150589

**PN 512 - 12/31/2012 - ITEM SPECIAL - PATCHING CONCRETE BRIDGE DECKS.....30**

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

### **ELECTRONIC BIDDING REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

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

### **PN 007 - 10/15/2004 - TRUCK LEASING**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**The New Hire Definition is as follows:**

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

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

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

The Office of Federal Contract Compliance Programs (OFCCP) administers and enforces equal employment opportunity laws that apply to Federal government contractors and subcontractors supplying goods and services, including construction, to the Federal Government under 41 CFR Part 60, Executive Order 11246, Section 503, and the affirmative action provisions of VEVRAA. The OFCCP monitors compliance with these laws primarily through compliance evaluations, during which a compliance officer examines the contractor's affirmative action efforts and employment practices. Under Executive Order 11246, the OFCCP may perform contract compliance reviews on contractors involved with federally funded ODOT projects.

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

The Department of Administrative Services (DAS), Equal Opportunity Division, is responsible for ensuring state contractors implement and adhere to the State of Ohio's affirmative action program pursuant to [Ohio Administrative Code \(OAC\) 123:2-3-02](#). Specifically, this unit's responsibilities includes the issuance of certificates of compliance under [ORC 9.47](#) and [153.08](#), conducting project site visits and compliance reviews (desk audits) to ensure contractors utilize minorities and women in the construction trades, as well as maintaining a working environment free of discrimination, harassment and intimidation. The DAS may perform contract compliance reviews on contractors involved with state funded ODOT projects. Requirements for affirmative action obligations governing DAS contract compliance reviews are those listed in the O.A.C. for the Metropolitan Statistical Area in which a project is located. [http://www.das.ohio.gov/Eod/123\\_2\\_3\\_02.htm](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 – 09/08/2015– ONTHEJOB TRAINING (OJT) 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 Contractor will endeavor to meet ODOT's annual workforce goal of 7.6% for OJT trainees. 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 EEO laws and regulations.

Each Contractor shall provide adequate reporting on trainees and their progress. The Contractor shall report all OJT trainees on its payroll submission to the Department via selecting the OJT designation in the labor code for each trainee.

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, Department of Job and Family Services, Ohio State Apprenticeship Council. 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 – 5/29/2015 - DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION PLAN AND GOOD FAITH EFFORTS**

#### **DBE UTILIZATION PLAN**

All Bidders shall submit a DBE Utilization Plan at the time of bid setting forth specific information demonstrating how the Bidder will achieve the DBE goal. By submitting a DBE Utilization Plan, the Bidder is affirming that they will be using the DBE firms identified in the Utilization Plan to meet the DBE contract goal. The DBE Utilization Plan shall be submitted with the Expedite Online Submission through the DBE List folder. Bidders shall download the dbe.bin file from <http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Construction/dbe.bin>. This file contains the current list of certified DBEs and is updated regularly. The dbe.bin file must be saved in the same directory as the Expedite EBS file.

The DBE Utilization Plan shall include the following information:

- 1) The names and addresses of the certified DBE firm(s) that will be used to meet the DBE goal;
- 2) A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract;
- 3) Whether the DBE firm(s) being used to meet the goal will be utilized as a subcontractor, regular dealer, manufacturer, consultant or other capacity; and
- 4) The dollar amount of the participation of each DBE firm used to meet the DBE goal.

#### **DBE AFFIRMATION**

The Apparent Low Bidder shall ensure the DBE firms being utilized to meet the DBE goal affirm their participation in the bid within five (5) calendar days after the bid opening. The Apparent Low Bidder shall utilize the DBE Affirmation Form located at <http://transportation.ohio.gov/crl/>. The DBE Affirmation Form will be utilized as written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the Bidder's DBE Utilization Plan. The Apparent Low Bidder shall submit a separate DBE Affirmation Form for each DBE it is utilizing for the DBE goal.

All other Bidders shall submit a DBE Affirmation Form(s) if notified that the information is required in order for ODOT to complete its bid assessment. Bidders shall have five (5) calendar days from the date of notification to submit all required DBE Affirmation Forms. Notification will be by phone or email.

In the event a DBE firm fails to confirm the information contained in the DBE Affirmation Form within five (5) calendar days of bid opening, the Apparent Low Bidder shall submit a Request to Terminate/Substitute DBE Form, as set forth herein. The Request to Terminate/Substitute DBE Form shall be submitted within five (5) calendar days after bid opening in order for the Apparent Low Bidder to still be considered for contract award. The Apparent Low Bidder shall include as its reason for termination the DBE firm's failure to provide a timely affirmation and should include all efforts the Apparent Low Bidder made to obtain the affirmation from the DBE firm and shall attach proof of these efforts, if available. If the Apparent Low Bidder intends to replace the DBE Firm, it shall include the replacement firm's information on the form. A DBE firm's failure to timely confirm information contained in the DBE Affirmation Form will be considered as good cause to terminate the DBE firm and will also be considered a part of the Apparent Low Bidder's Good Faith Efforts in meeting the goal.

### **DBE BIDDERS**

In the event that the Bidder is also a certified DBE firm, the Bidder is required to complete a DBE Utilization Plan as set forth above. In this instance, however, the certified DBE Bidder would not need to submit a DBE Affirmation Form for the work it is planning to self-perform in order to meet the goal. ODOT will consider the submission of the bid as the certified DBE Bidder's written confirmation that it is participating in the contract. However, a DBE Affirmation Form must be submitted for all other DBE firms that are being utilized toward the DBE goal.

### **JOINT VENTURES**

In the event that the Bidder is a Joint Venture, the Joint Venture will only be considered a Certified DBE firm if the Joint Venture itself has been certified. The Joint Venture may, however, utilize a Certified DBE firm that is also a partner in the Joint Venture as part of its DBE Utilization Plan. The Certified DBE Firm/Joint Venture Partner, however, does not need to submit a DBE Affirmation Form for any work that the Certified DBE Firm/Joint Venture Partner is going to perform to meet the goal. ODOT will consider submission of the Joint Venture's bid as the Certified DBE Firm/Joint Venture Partner's confirmation that it is participating in the contract.

### **GOOD FAITH EFFORTS (GFEs)**

In the event that the DBE contract goal established by ODOT is not met, the Apparent Low Bidder shall demonstrate that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so.

The Apparent Low Bidder shall demonstrate its GFEs by submitting the following information within five (5) calendar days after the bid opening:

- (1) All written quotes received from certified DBE firms;
- (2) All written (including email) communications between the Apparent Low Bidder and DBE firms;
- (3) All written solicitations to DBE firms, even if unsuccessful;
- (4) Copies of each non-DBE quote when a non-DBE was selected over a DBE for work on the contract;
- (5) Phone logs of communications with DBE firms.

GFE documentation shall be uploaded through the ODOT Civil Rights & Labor System (CRL) at <https://project.transportation.ohio.gov/>. Detailed instructions are located on the CRL page at <http://transportation.ohio.gov/crl/> under Good Faith Effort (GFE) Instructions.

All other Bidders shall submit documentation of GFE's if notified that the information is required in order for ODOT to complete its bid assessment. Bidders shall have five (5) calendar days from the date of notification to submit all required GFE documentation. Notification will be by phone or email.

ODOT shall utilize the guidance set forth in 49 CFR §26.53 Appendix A in determining whether the Bidder has made adequate good faith efforts to meet the goal.

#### **ADMINISTRATIVE RECONSIDERATION**

ODOT will review the GFE documentation and issue a written determination on whether adequate GFE's have been demonstrated prior to contract award. In the event that ODOT determines that the Apparent Low Bidder has failed to demonstrate adequate GFE's to meet the goal, the Apparent Low Bidder will have an opportunity for administrative reconsideration prior to the contract being awarded.

As part of this reconsideration, the Apparent Low Bidder may provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. Such written documentation or argument must be provided to ODOT, attention to the Deputy Director of the Division of Chief Legal Counsel, 1980 West Broad Street, MS 1500, Columbus, Ohio 43223, within two (2) business days of ODOT's written determination that GFE's were not adequately demonstrated. The Apparent Low Bidder may also include in their written documentation a request for an in person meeting to discuss the issue of whether it met the goal or made adequate good faith efforts to do so.

ODOT will send the Apparent Low Bidder a written decision on reconsideration explaining the basis for finding that the Apparent Low Bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the United States Department of Transportation.

#### **TERMINATION OR REPLACEMENT OF A DBE**

By submitting a DBE Utilization Plan, the Bidder is committing to use the DBE firms identified in the plan. The Apparent Low Bidder/Awarded Contractor shall utilize the specific DBEs listed in the DBE Utilization Plan to perform the work and supply the materials for which each is listed unless the Apparent Low Bidder/Awarded Contractor obtains written consent as provided in this paragraph. In order to request termination or substitution of a DBE firm, the Apparent Low Bidder/Awarded Contractor shall utilize the Request to Terminate/Substitute DBE Form located at <http://transportation.ohio.gov/crl/>.

This termination/replacement procedure applies only to DBE firms or the amount of work being utilized to meet the goal.

Without ODOT's written consent to terminate/replace a DBE firm being utilized to meet the goal, the Awarded Contractor shall not be entitled to any payment for DBE listed work or material unless it is performed or supplied by the listed DBE.

## **GOOD CAUSE**

ODOT may provide written consent to terminate a DBE only if it agrees, for reasons stated in a concurrence document, that the Apparent Low Bidder/Awarded Contractor has good cause to terminate the DBE firm.

For purposes of this paragraph, good cause to terminate a DBE includes the following circumstances:

- 1) The listed DBE firm fails or refuses to provide the required DBE Affirmation Form or to execute a written contract;
- 2) The listed DBE firm fails or refuses to perform the work of its subcontract in a manner consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE firm to perform its work on the subcontract results from the bad faith or discriminatory action of the awarded contractor;
- 3) The listed DBE firm fails or refuses to meet the awarded contractor's reasonable, nondiscriminatory bond requirements.
- 4) The listed DBE firm becomes bankrupt, insolvent, or exhibits credit unworthiness;
- 5) The listed DBE firm is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law;
- 6) ODOT has determined that the listed DBE firm is not a responsible contractor;
- 7) The listed DBE firm voluntarily withdraws from the project and provides to you written notice of its withdrawal;
- 8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- 9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract; and
- 10) Other documented good cause that ODOT determines compels the termination of the DBE firm. Provided, that good cause does not exist if the awarded contractor seeks to terminate a DBE it relied upon to obtain the contract so that the awarded contractor can self-perform the work for which the DBE contractor was engaged or so that the awarded contractor can substitute another DBE or non-DBE contractor after contract award.

## **REPLACEMENT**

When a DBE firm is terminated or fails to complete its work on the contract for any reason the Awarded Contractor must make GFEs to find another DBE firm to replace the original DBE. These GFEs shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal. The GFEs shall be documented by the Awarded Contractor. If ODOT requests documentation under this provision, the Awarded Contractor shall submit the documentation within seven (7) calendar days, which may be extended for an additional seven (7) calendar days if necessary at the request of the contractor, and ODOT shall provide a written determination to the contractor stating whether or not GFEs have been demonstrated.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions and substitutions of DBE firms put forward by Bidders in the DBE Utilization Plan.

### **WRITTEN NOTICE TO DBE**

Before transmitting to ODOT its request to terminate and/or substitute a DBE firm, the Apparent Low Bidder/Awarded Contractor must give notice in writing to the DBE firm, with a copy to ODOT, of its intent to request to terminate and/or substitute, and the reason(s) for the request.

The Apparent Low Bidder/Awarded Contractor must give the DBE five (5) calendar days to respond to the notice, advising ODOT and the Apparent Low Bidder/Awarded Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why ODOT should not approve the Apparent Low Bidder/Awarded Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), ODOT may provide a response period shorter than five (5) days.

### **GOAL ATTAINMENT POST AWARD**

The Awarded Contractor shall make available upon request a copy of all DBE subcontracts. The Awarded Contractor shall ensure that all subcontracts or agreements with DBEs require that the subcontract and all lower tier subcontractors be performed in accordance with this Proposal Note. Approval of a DBE Utilization Plan does not ensure approval of C-92 Requests to Sublet nor does approval of a DBE Utilization Plan indicate that the DBE goal has been met. ODOT will monitor goal attainment throughout the life of the project. It is the responsibility of the Awarded Contractor to advise ODOT of any changes to the DBE Utilization plan throughout the life of the project.

### **SANCTIONS AND ADMINISTRATIVE REMEDIES**

Failure to do any of the following shall result in the bid being rejected in accordance with ORC §5525.08:

- 1) Failure to submit a complete DBE Utilization Plan at the time of bid;
- 2) Failure to submit DBE Affirmation Form(s) and/or failure to submit Request to Terminate/Substitute DBE Form(s) as required by this Proposal Note; and
- 3) Failure to meet the goal and/or failure to demonstrate GFEs to meet the goal as required by this Proposal Note. ODOT will not penalize a company for failure to achieve dollar amounts listed beyond the contract goal.

Failure by the Apparent Low Bidder and/or Awarded Contractor to carry out the requirements of this Proposal Note is a material breach of the contract and may result in the termination of the contract or other remedies available by law including suspension and/or revocation of a contractor's prequalification 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 by the Contractor to rectify or mitigate the situation;
- 4) The Contractor's record of performance on other projects;
- 5) Evidence that the Contractor falsified, misrepresented, or withheld information;
- 6) Repeated failure to adhere to the requirements of this Proposal Note.

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

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

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

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

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

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

1.) Has there been an initial decision in the matter? This can be:

- an existing published wage determination
- a survey underlying a wage determination
- a Wage and Hour Division letter setting forth a position on a wage determination matter
- a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

**PN 061 – 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/2015/oh2.r17>

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 118 – 07/21/2015 – REVISIONS TO THE 2013 C&MS FOR DEMOLITION WORKING DRAWING REQUIREMENTS**

**501.05.B.2**

On Page 295, **Replace** the first two sentences with the following:  
Demolition of the entire or portions of the following: Bridges, Culverts with 8 feet or more of fill, Walls with 8 feet or more of fill retained. Perform all work as specified below:

**PN 511 - 12/31/2012- ITEM SPECIAL - PATCHING CONCRETE BRIDGE DECK OVERLAYS WITH MICRO-SILICA MODIFIED CONCRETE**

- A. **Description.** This item shall consist of furnishing the necessary labor, materials and equipment to repair concrete bridge deck overlays, including the removal of loose and unsound concrete, bituminous patches, surface preparation, bonding coat and the mixing, placing, finishing, curing compressive strength testing and sealing of all the patches as directed by the Engineer.
- B. **Removal of Unsound Concrete.** The Engineer shall sound the wearing surface and backwall tops 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 2 inches (50 mm) to produce a vertical or slightly undercut face. Additional saw cuts may be required to facilitate removal. Saw cuts shall not extend beyond the limits of the patch. Cooling water from wet sawing and dust from dry sawing shall not be allowed to contaminate the exposed patch holes. All patches other than sound concrete and all obviously 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 (20 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.

- C. **Surface Preparation.** Cleaning shall closely precede application of the bonding grout or the patching material. The surface to be patched and the exposed reinforcing steel shall be thoroughly cleaned within 24 hours prior to patching by abrasive blasting followed by an air blast. Blasting abrasives containing more than 1% free silica shall not be allowed. It may be necessary to use hand tools to remove scale from the reinforcing steel.

Contamination of the area to be patched by construction equipment or from any other source shall be prevented by placement of a clean 4-mil polyethylene sheet (or any other covering as approved by the Engineer) on the surface of the deck following the air blast cleaning. Where reinforcing steel is exposed, the Contractor shall provide adequate supports for the concrete mixer so that reinforcing steel and its bond with the concrete will not be damaged by the weight and movement of the concrete mixer, or shall provide means to convey concrete from the mixer to the patch locations.

- D. **Materials, Mixing, Placing and Curing.** Overlays shall be patched with MSMC. Micro-Silica Modified Concrete (MSMC)

Material shall conform to the following:

Fine Aggregate (natural sand) .....	703.02
Coarse Aggregate (No. 8) .....	703.02
Portland Cement, Type 1 .....	701.04 or 701.01
Water .....	499.02
Chemical Admixture .....	705.12, ASTM C 494, Type A or D
Air-Entraining Admixture .....	705.10
Superplasticizing Admixture .....	705.12, ASTM C 494, Type F or G (High Range Water Reducer)
Curing Materials .....	705.05 or 705.06, White Opaque
Micro-Silica Admixture .....	701.10

Bonding Grout Grout for MSMC patches shall consist of parts of volume as follows:

1 Part Micro-Silica Slurry Mix

6 Parts Cement

10 Parts Sand

1 ½ Parts Water as required to achieve 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 insure 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. Grout shall be painted over all joints between the new and existing concrete immediately after the finishing has been completed. The grout shall be mixed and placed within the same time requirements as for the MSMC patches.

Proportioning and all other required characteristics of the mix, e.g. air entrainment and slump, shall be adjusted off the deck before placement of the patches begins. The MSMC mixture shall consist of a workable mixture of uniform composition and consistency with the following proportions:

Type of Coarse Aggregate	Coarse Aggregate lb (kg)	Fine Aggregate lb (kg)	Cement Content lb (kg)	Microsilica lb (kg)	Water-CM Ratio Maximum
Gravel	1520 (689)	1170 (530)	700 (318)	105 (48)	0.36
Limestone	1540 (698)	1170 (530)	700 (318)	105 (48)	0.36
Slag	1335 (605)	1170 (530)	700 (318)	105 (48)	0.36

\* The specific gravities used for determining the above weights are: Natural Sand 2.62, Gravel 2.62, Limestone 2.65, Slag 2.30 and Micro-Silica 2.20.

The Contractor shall obtain a written statement from the manufacturer of the Micro-Silica admixture that he is satisfied with the compatibility of the combination of materials and the sequence in which they are combined. It shall be the Contractor's responsibility to supply a concrete which meets these specifications and provides the necessary workability, finishability and pumpability if needed. The incorporation of individually approved materials into the concrete will not necessarily result in an acceptable mix. The use of different chemical admixtures or aggregates is a distinct possibility, all costs of which shall be included under this item of work.

Deleterious material shall not exceed one-half the requirement for superstructure aggregate and sodium sulfate soundness loss shall not exceed that specified for superstructure concrete in 703.02.

The batch weights previously described shall be corrected to compensate for the moisture contained in the aggregate at the time of use. A chemical admixture (705.12, Type A or D) shall be used. The transit mixer charge shall be limited to 3/4 of its rated capacity or 6 cubic yards, whichever is the smaller, unless a larger size is approved by the Engineer. Any admixture added after the initial mixing shall be mixed a minimum of 5 minutes at mixing speed. After all components have been added, the slump range shall be 6 +/- 2 inches (152 +/- 50 mm). The air content shall be 8 +/- 2 percent at the point of discharge. If slump loss occurs after mixing, the mix may be "retempered" with the admixture. If the consistency of the charge after "retempering" is such as to cause segregation of the components, this will be cause for rejection of the load. The MSMC shall still be placed within the 90 minute limitation.

Concrete shall be mixed in a central mixing plant or ready-mixed concrete truck capable of discharging concrete having a maximum water-cement ratio of 0.36.

Central mixing plants and ready-mixed concrete trucks shall meet the requirements of 499.06 (B). Admixtures shall be introduced into the concrete in such a manner that will disperse it throughout the entire load. Batch plants shall meet the requirements of 499.05 (A) and shall be located such that the maximum time required from start of mixing to completion of discharge of the concrete at the site of work shall not exceed 90 minutes.

The overlay patches shall be water cured as per CMS 511.17 method (A), using continuous sprinkling and no plastic sheeting, for a minimum of 24 hours followed by a membrane cure per CMS 511.14 Method (B).

An evaporation retardant and finishing air may be used at the Contractor's option prior to the texturing operation. Any product used for such purpose shall be specifically marketed for said use. (Plain water is not acceptable) The evaporation rate shall not exceed the hourly surface evaporation rate as determined by Figure 1 ACI 308-81.

Immediately after the texturing operation the Contractor shall spray an evaporation retardant over the textured area. The application rate shall be as per the manufacturer's recommendations. The wet burlap cure shall follow this operation as closely as possible.

The Contractor will supply a properly calibrated impact rebound hammer to verify that the patches have reached 2000 psi (13.8 MPa) compressive strength prior to opening to traffic. The MSMC patching material shall be placed only when the local ambient temperature is above 45 °F (8 °C) and is forecast to remain above 45 °F (8 °C) for the curing period. The MSMC shall not be placed when rain is forecast within the intended period. MSMC shall be placed only if the patch surface evaporation rate, as affected by the ambient air temperature, concrete temperature, deck temperature, relative humidity and wind velocity, is 0.1 pound per square foot per hour or less. The Contractor shall determine and document the atmospheric conditions subject to verification by the Engineer.

No MSMC shall be placed if the ambient air temperature is 85 °F (30 °C) or higher or predicted to go above 85 °F (30 °C) during the patching procedure regardless of the surface evaporation rate. No traffic shall be permitted on the patches until the 24 hour water cure is completed and the 2000 psi (13.8 MPa) strength is obtained. The temperature at the patch surface shall be maintained above 35 °F (2 °C) until the curing period is completed.

Figure 1 ACI 308-81 shall be used to determine graphically the loss of surface moisture for the patches. In no case shall the temperature of the MSMC exceed 90 ° F (30 °C) during placement. If rain occurs during placing of the material, all operations shall cease. No MSMC patches shall be placed after October 31st except by specific permission of the Director.

During delays in the patch placement operations of more than 10 minutes, the work face of the placed patch material and any bonding grouted areas shall be temporarily covered with wet burlap. If an excessive delay is anticipated, a bulkhead shall be installed at the work face and the overlay placement operation terminated.

Unless otherwise authorized by the Engineer, patch shall not be placed adjacent to a previous patch which has cured for less than 24 hours.

Adequate precautions shall be taken to protect the freshly placed MSMC from rain.

- E. **Lighting.** If placement of the patches is to be made at night, the Contractor shall submit a plan which provides adequate lighting for work area. The plan shall be submitted at least 15 calendar days in advance and be approved by the Engineer before concrete is placed. The lights shall be directed so that they do not affect or distract approaching traffic.

- F. **Screeding.** The patching material shall be placed, consolidated and finished to the adjacent grade. Patches exceeding 50 ft<sup>2</sup> (4.6 m<sup>2</sup>) shall be leveled and consolidated with a mechanical vibrating screed. Smaller patches shall be hand vibrated and leveled with a straightedge. The screed shall be placed parallel to the bridge centerline so that the deck profile remains consistent with the worn surface.

The Contractor shall test the surface of the plastic concrete for trueness and for being flush with the edges of the adjacent surfaces by use of a straightedge. The straightedging shall be done by placing the straightedge parallel to the bridge centerline with the ends resting on the existing wearing surface adjacent to the patch and drawing the straightedge across the patch. Any high or low areas exceeding 1/8 inch in 10 feet (3mm in 3m) shall be corrected. If any corrections are made, the surface shall be rechecked.

- G. **Texturing.** After the patches have been consolidated and finished they shall be textured in accordance with Section 451.10 of the CMS.

- H. **Inspection and Sounding of Concrete Patches.** After curing and before final acceptance, all patched areas shall be sounded. All delaminated areas shall be removed and repatched according to this note. All patches which are sound but show signs of cracking shall be sealed and the perimeter of all patches shall also be sealed with gravity fed resin.

All sounding and replacement of rejected areas will be the responsibility of the Contractor and included in the unit bid price for this item.

- I. **Method of Measurement.** The quantity shall be the actual area in square yards of the exposed surface of all patches, irrespective of the depth of the patch, complete, in place and accepted.

- J. **Basis of Payment.** Payment shall be made at the contract price bid for:

Item	Unit	Description
Special	Square Yard (Square Meter)	Patching Concrete Bridge Deck Overlays with Micro-Silica Modified Concrete

**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 m<sup>2</sup>). 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:

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



**SUMMIT COUNTY**  
**SUM-76/241-11.80/11.72; PID 77876**  
**WHEELING & LAKE ERIE RAILWAY CO.**  
**Akron Subdivision MP A-166.79**

### **SPECIAL CLAUSES IN THE PROPOSAL**

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

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

**a) Railroad Protective Liability Insurance.**

He shall furnish evidence to the highway department that, with respect to the operations he or any of his sub-contractors perform, he has provided for and in behalf of the WHEELING & LAKE ERIE RAILWAY CO., in the amount of \$5,000,000 per occurrence and subject to that limit per occurrence, an aggregate limit in the amount of \$10,000,000 for each annual period.

The above railroad protective policy of insurance shall conform to the Railroad Liability requirements prescribed by the Federal Highway Administration in Federal-Aid Policy Guide 23 CFR 646A as amended.

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

Wheeling & Lake Erie Railway Co.  
100 E. First Street  
Brewster, OH 44613

Common Policy Conditions form

Any other endorsement/form not specifically authorized above.

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

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

**8 Freight trains per day @ 25 miles per hour.**

**30 Switch moves per day @ 10 miles per hour.**

**(b) General Insurance Requirements**

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

Notwithstanding the Department's Construction and Material Specification No. 107.14 "Evidence" as above set forth shall consist of furnishing the Director of Transportation three (3) certified copies of the railroad policy.

7. The Railroad Company will assign, at the sole cost and expense of the Department, railroad flaggers or other protective services and devices as necessary to insure the safety and continuity of the work to be performed as a part of this contract. Said services and devices will be provided when necessary, as determined by the railroad company, because of any of the Contractor's operations over, under or adjacent to tracks over which trains are operating. The provision of such protective personnel and devices does not relieve the Contractor from the liability of payment for damage caused by his operations.

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

The Contractor will not be permitted to operate any of his own equipment on railroad tracks except under an acceptable arrangement with the railroad company.

Such equipment and the operation of such equipment, or equipment rented from the railroad company, shall be arranged for by the Contractor with the railroad and the cost for its use, including protection of railroad traffic, shall be borne by the Contractor.

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

Wheeling & Lake Erie Railway Co.  
Mr. Heidi Kaiser  
Engineering Administrator  
100 East First St.  
Brewster, OH. 44613  
Telephone: 330-767-3213  
Email: hkaiser@wlerwy.com

The Contractor shall notify the railroad at least 5 working days in advance of suspending or ceasing operations that require a flagger, and must provide the Project Name, PID number, railroad line and milepost information and/or AARDOT# as shown at the top of pg. SC-1.

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

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

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

8. To indemnify, defend, and hold Wheeling & Lake Erie Railway Co. and its affiliates (collectively, "Railroad") harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of Railroad, the State, or the Contractor), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of Railroad, the State, or the Contractor, and environmental damages and any related remediation brought or recovered against Railroad), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractor, the State, and their respective agents, employees, invitees, or contractors in the performance of work in connection with the project or activities incidental thereto, or from their presence on or about Railroad's property.

The foregoing indemnification obligation shall not be limited to the insurance coverage required in paragraph 6 above.

9. To pay the railroad or owning company for any changes, requested for his convenience, to railroad property, facilities, wire, fiber optic and/or pipe lines other than shown on the plans for the project.
10. If at any time the contractor desires a temporary crossing of the railroad's tracks, he shall make a request for a temporary crossing from the railroad. If approved, he shall arrange with the railroad company, execute its regular form of private grade crossing agreement covering the crossing desired, paying all construction, maintenance, removal, protection and other costs.
11. Prior to starting work on Railroad property, Contractor must submit, and receive approval from the Railroad, of a detailed Work Plan that delineates the different phasing of work elements (i.e. demolition, erection, forming and pouring of concrete, painting etc.) and the time scheduled for each phase. Allow 30 business days from date of receipt to the railroad for approval.
12. If access is needed along the railroad at track level, within the Railroad's Right-of-Way, an Access Plan must be submitted to and approved by the Railroad showing the planned access point for personnel and equipment, and proposed width of the temporary access drive, and planned equipment to be used. All railroad property disturbed by construction of a temporary access drive must be restored to the satisfaction of the railroad, including restoration of drainage ditches. Allow 30 business days from date of receipt to the railroad for approval.
13. Prior to starting work on railroad property, Contractor shall install below and within 50' from each side of the bridge, filter fabric track ballast protection, secured to the ties, and extending 8' from centerline of track. Contractor is responsible for ongoing maintenance during construction of the Project, and to remove the filter fabric at conclusion of the Project. Installation and maintenance to be done to the satisfaction of the Railroad.

14. Methods and procedures for performing work on property of the **Wheeling & Lake Erie Railway Co.** must be approved by:

Mr. Kasey S. O'Connor  
Vice President of Engineering  
Wheeling & Lake Erie Railway Company  
100 E. First Street  
Brewster, OH 44613

End of Special Clauses

**SUMMIT COUNTY**  
**SUM-76/241-11.80/11.72; PID 77876**

**METRO REGIONAL TRANSIT AUTHORITY**  
**Valley Line MP 37.03**

**SPECIAL CLAUSES IN THE PROPOSAL**

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

1. To cooperate at all times with the local officials of the Metro Regional Transit Authority (the "Owner"), and the Akron Barberton Cluster Railway (the "Freight Operator").
2. To use all reasonable care and diligence in the performing the Work in order to avoid accidents, damage or unnecessary delay to, or interference with the trains and other property of the Owner and Freight Operator or other operators.
3. To conduct the Work in a manner satisfactory to the Owner, or their authorized representative, to perform its work in such manner and at such time as not to unnecessarily interfere with the movements of trains or railroad traffic, and to hold its work at all times open to inspection of the Owner's inspectors.
4. To cooperate with any public utility, railroad or other organizations having occasion to do work on or in connection with the improvement.
5. To avoid unnecessary use of Owner's property without written permission of the Owner and to leave railroad roadbed and property in a condition acceptable to the Owner, or his authorized representative.
6. To execute a bond conditioned according to Section 5525.16 of the Revised Code of Ohio, in favor of the State of Ohio, and further to carry insurance of the following kinds and amounts:

**a) Railroad Protective Liability Insurance.**

The Contractor shall furnish evidence to the Department that, with respect to the operations it or any of its' sub-contractors perform, it has provided for and in behalf of the Owner and the Freight Operator in the amount of \$5,000,000 per occurrence and an aggregate limit in the amount of \$10,000,000 for each annual period.

The above railroad protective policy of insurance shall conform to the Railroad Liability requirements prescribed by the Federal Highway Administration in Federal-Aid Policy Guide 23 CFR 646A as amended.

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

Metro Regional Transit Authority (Owner)  
416 Kenmore Blvd.  
Akron, OH. 44301

&

Akron Barberton Cluster Railway Co. (Freight Operator)  
a subsidiary of  
Wheeling & Lake Erie Railway Co.  
100 E. First Street  
Brewster, OH 44613

Common Policy Conditions form  
Any other endorsement/form not specifically authorized above.

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

**3 freight trains per week @ 25 miles per hour**

**0 passenger trains per day @     miles per hour.**

**(b) General Insurance Requirements**

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

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

7. To indemnify, defend, and hold Owner and the Freight Operator and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) ( including, but not limited to the employees of the Owner, the Freight Operator and its affiliates, the State or the Contractor), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of the Owner, the Freight Operator and its affiliates), the State or the Contractor, and environmental damages and any related remediation brought or recovered against the Owner, or the freight operator and its affiliates, arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractor, the State, and their respective agents, employees, invitees, contractors, or its contractor's agents, employees or invitees in the performance of work in connection with the project or activities incidental thereto, or from their presence on or about the Owner's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required in paragraph 6 above
8. The Owner will assign, at the sole cost and expense of the Department, railroad flagmen or other protective services and devices as determined to be necessary by the Owner to insure the safety and continuity of the Work to be performed as a part of this contract.

Said protective services and devices will be provided when necessary, as determined by the Owner and/or Freight Operator, because of any of the Contractor's operations over, under or adjacent to tracks over which trains are operating. The provision of such protective personnel and devices does not relieve the Contractor from the liability of payment for damage caused by his operations.

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

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

The Contractor shall notify the following named individual as Owner of the railroad lines at least thirty (30) days, in advance of starting any work which might require protection:

Metro Regional Transit Authority  
Mr. Roger Bacon  
416 Kenmore Blvd.  
Akron, OH. 44301  
Telephone: 330-564-2284  
Email: Roger.Bacon@akronmetro.org

The Contractor shall notify the Owner at least five (5) working days in advance of suspending or ceasing construction operations that have a flagger assigned.

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

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

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

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

Metro Regional Transit Authority  
Mr. Roger Bacon  
416 Kenmore Blvd.  
Akron, OH. 44301  
Telephone: 330-564-2284  
Email: Roger.Bacon@akronmetro.org

12. During construction, Contractor will maintain a temporary minimum construction clearances of 22'-0" vertically from the top of rail and 14'-0" horizontally on each side from centerline of track.

End of Special Clauses

**Project Number: 150589**

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: **10/31/2016**

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**Unit Price Contract**

FOR IMPROVING SUM-76/241-VARIOUS/11.72 IN THE CITIES OF AKRON AND TALLMADGE, SPRINGFIELD TOWNSHIP, SUMMIT COUNTY, OHIO, IN ACCORDANCE WITH PLANS AND SPECIFICATIONS BY REPAIRING CONCRETE PAVEMENT AND BARRIER WALL AND REPAIRING NUMEROUS STRUCTURES BY REPLACING SOME OVERLAYS, JOINT REPAIR, SUBSTRUCTURE PATCHING AND OTHER RELATED REPAIRS.

Project Length: 6.18 Miles

Work Length: 6.5 Miles

Pavement Width: Varies



Project Number: 150589

**Section 0001 ROADWAY**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0001		202E30700	CONCRETE BARRIER REMOVED (WT: NR)	NR	FT	5.000
0002		203E10000	EXCAVATION (WT: 06)	06	CY	525.000
0003		209E60200	LINEAR GRADING (WT: 06)	06	STA	340.000
0004		509E20001	REINFORCING STEEL, REPLACEMENT OF EXISTING REINFORCING STEEL, AS PER PLAN (WT: 23)	23	LB	1,500.000
0005		511E81100	CONCRETE, MISC.: BARRIER REPAIR (WT: 29)	29	FT	2,000.000
0006		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	220.000
0007		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (FOR BARRIER REPAIR) (WT: 29)	29	SF	750.000
0008		622E23303	CONCRETE BARRIER, TYPE A, REINFORCED, AS PER PLAN (WT: 38)	38	FT	5.000
0009		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	220.000

**Section 0002 EROSION CONTROL**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0010		659E10000	SEEDING AND MULCHING (WT: 46)	46	SY	18,890.000
0011		659E20000	COMMERCIAL FERTILIZER (WT: 46)	46	TON	2.550
0012		659E31000	LIME (WT: 46)	46	ACRE	3.900
0013		659E35000	WATER (WT: 46)	46	MGAL	102.000
0014		832E30000	EROSION CONTROL (WT: 08)	08	EACH	1,000.000

**Section 0003 PAVEMENT**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0015		255E10500	FULL DEPTH PAVEMENT REMOVAL AND RIGID REPLACEMENT, CLASS RRCM (MAINLINE AND RAMPS) (WT: 17)	17	SY	3,100.000
0016		255E10500	FULL DEPTH PAVEMENT REMOVAL AND RIGID REPLACEMENT, CLASS RRCM (MAINLINE SHOULDER) (WT: 17)	17	SY	670.000
0017		255E10501	FULL DEPTH PAVEMENT REMOVAL AND RIGID REPLACEMENT, CLASS RRCM, AS PER PLAN (SHOULDER RAMP E-8) (WT: 17)	17	SY	60.000
0018		255E20000	FULL DEPTH PAVEMENT SAWING (WT: 15)	15	FT	11,840.000
0019		256E10100	BONDED PATCHING OF PORTLAND CEMENT CONCRETE PAVEMENT, TYPE B (WT: 17)	17	SF	2,000.000
0020		258E10000	RETROFIT DOWEL BARS (WT: NR)	NR	EACH	175.000
0021		304E20000	AGGREGATE BASE (FOR 255, MAINLINE AND RAMPS) (WT: 09)	09	CY	525.000

Project Number: 150589

0022		451E32000	SPECIAL - PRESSURE RELIEF JOINT, TYPE C (WT: 10)	10	FT	2,780.000
0023		617E10101	COMPACTED AGGREGATE, AS PER PLAN (WT: 06)	06	CY	500.000

**Section 0004 LIGHTING**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0024		625E00450	CONNECTION, FUSED PULL APART (WT: 43)	43	EACH	40.000
0025		625E10490	LIGHT POLE, CONVENTIONAL, A10BB47.50 (WT: 43)	43	EACH	19.000
0026		625E10490	LIGHT POLE, CONVENTIONAL, A8B15B47.50 (WT: 43)	43	EACH	1.000
0027		625E14300	MEDIAN LIGHT POLE FOUNDATION, 8' DEEP (WT: 43)	43	EACH	1.000
0028		625E23200	NO. 4 AWG 5000 VOLT DISTRIBUTION CABLE (WT: 43)	43	FT	700.000
0029		625E23400	NO. 10 AWG POLE AND BRACKET CABLE (WT: 43)	43	FT	3,303.000
0030		625E26251	LUMINAIRE, CONVENTIONAL, AS PER PLAN, STYLE C, TYPE III, 200W HPS FIXTURE, 725.11 (WT: 43)	43	EACH	42.000
0031		625E35010	REMOVE AND REERECT EXISTING LIGHT POLE (WT: 43)	43	EACH	1.000
0032		625E40000	SPECIAL - MAINTAIN EXISTING LIGHTING (WT: 43)	43	LS	1.000
0033		625E75400	LIGHT POLE REMOVED (WT: NR)	NR	EACH	20.000
0034		625E75501	LIGHT POLE FOUNDATION REMOVED, AS PER PLAN (WT: NR)	NR	EACH	1.000
0035		625E75506	LUMINAIRE REMOVED (WT: NR)	NR	EACH	42.000
0036		625E75801	DISCONNECT CIRCUIT, AS PER PLAN (WT: NR)	NR	EACH	1.000
0037		625E98100	LIGHTING, MISC.: BARRIER WALL CUTOUT PROTECTION PLATE (WT: 43)	43	FT	3.000

**Section 0005 TRAFFIC CONTROL**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0038		646E10010	EDGE LINE, 6" (WT: 45)	45	MILE	21.310
0039		646E10110	LANE LINE, 6" (WT: 45)	45	MILE	19.680
0040		646E10300	CHANNELIZING LINE, 8" (WT: 45)	45	FT	895.000
0041		646E10310	CHANNELIZING LINE, 12" (WT: 45)	45	FT	17,623.000
0042		646E10400	STOP LINE (WT: 45)	45	FT	456.000
0043		646E10500	CROSSWALK LINE (WT: 45)	45	FT	636.000
0044		646E20300	LANE ARROW (WT: 45)	45	EACH	11.000
0045		646E20500	DOTTED LINE (WT: 45)	45	FT	11,799.000
0046		646E50000	REMOVAL OF PAVEMENT MARKING (WT: 45)	45	EACH	11.000
0047		646E50300	REMOVAL OF PAVEMENT MARKING (WT: 45)	45	MILE	45.000

Project Number: 150589

**Section 0006 MAINTENANCE OF TRAFFIC**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0048		614E11110	LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE (WT: 39)	39	hour	1,000.000
0049		614E12336	WORK ZONE IMPACT ATTENUATOR (UNIDIRECTIONAL) (WT: 39)	39	EACH	6.000
0050		614E12420	DETOUR SIGNING (WT: 39)	39	LS	1.000
0051		614E13100	BARRIER REFLECTOR (WT: NR)	NR	EACH	61.000
0052		614E13350	OBJECT MARKER, ONE WAY (WT: NR)	NR	EACH	61.000
0053		614E18030	MAINTAINING TRAFFIC, MISC.: SHOULDER RUMBLE STRIPS (WT: NR)	NR	FT	26,878.000
0054		614E18401	PORTABLE CHANGEABLE MESSAGE SIGN, AS PER PLAN (WT: 39)	39	DAY	35.000
0055		614E22100	WORK ZONE EDGE LINE, CLASS I, 642 PAINT ( YELLOW) (WT: 39)	39	MILE	6.000
0056		614E22100	WORK ZONE EDGE LINE, CLASS I, 642 PAINT(WHITE) (WT: 39)	39	MILE	6.000
0057		614E23200	WORK ZONE CHANNELIZING LINE, CLASS I, 642 PAINT (WT: 39)	39	FT	34,861.000
0058		614E24610	WORK ZONE DOTTED LINE, CLASS III, 642 PAINT (WT: 39)	39	FT	2,520.000
0059		615E10000	ROADS FOR MAINTAINING TRAFFIC (WT: 06)	06	LS	1.000
0060		615E20000	PAVEMENT FOR MAINTAINING TRAFFIC, CLASS A (WT: 10)	10	SY	45.000
0061		622E41010	PORTABLE BARRIER, 50" (WT: 39)	39	FT	1,836.000
0062		622E41020	PORTABLE BARRIER, 32", BRIDGE MOUNTED(ANCHORED) (WT: 39)	39	FT	560.000
0063		622E41020	PORTABLE BARRIER, 32", BRIDGE MOUNTED(UNANCHORED) (WT: 39)	39	FT	3,740.000

**Section 0007 STRUCTURE REPAIR (SUM-241-1172)**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0064		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0065		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) (WT: NR)	NR	SY	353.000
0066		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	200.000
0067		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	15.000
0068		630E80100	SIGN, FLAT SHEET, 730.20 (WT: 42)	42	SF	2.000
0069		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	2.000
0070		630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	2.000
0071		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	100.000

**Section 0008 STRUCTURE REPAIR (SUM-76-0914)**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0072		202E11201	PORTIONS OF STRUCTURE REMOVED, AS PER PLAN (WT: 29)	29	LS	1.000

Project Number: 150589

0073		509E10001	EPOXY COATED REINFORCING STEEL, AS PER PLAN (WT: 23)	23	LB	7,870.000
0074		509E20001	REINFORCING STEEL, REPLACEMENT OF EXISTING REINFORCING STEEL, AS PER PLAN (WT: 23)	23	LB	400.000
0075		510E10000	DOWEL HOLES WITH NONSHRINK, NONMETALLIC GROUT (WT: 29)	29	EACH	552.000
0076		519E11900	SPECIAL - PATCHING CONCRETE STRUCTURE, MISC.: VES-LMC (VERY EARLY STRENGHT LATEX MODIFIED CONCRETE) (WT: 29)	29	CY	36.000
0077		519E60000	SPECIAL - PATCHING CONCRETE STRUCTURE, MISC.: TRIAL BATCH FOR VES-LMC (VERY EARLY STRENGTH LATEX MODIFIED CONCRETE) (WT: 29)	29	LS	1.000

**Section 0009 STRUCTURE REPAIR (SUM-76-0956)**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0078		202E11201	PORTIONS OF STRUCTURE REMOVED, AS PER PLAN (WT: 29)	29	LS	1.000
0079		509E10001	EPOXY COATED REINFORCING STEEL, AS PER PLAN (WT: 23)	23	LB	9,786.000
0080		509E20001	REINFORCING STEEL, REPLACEMENT OF EXISTING REINFORCING STEEL, AS PER PLAN (WT: 23)	23	LB	500.000
0081		510E10000	DOWEL HOLES WITH NONSHRINK, NONMETALLIC GROUT (WT: 29)	29	EACH	674.000
0082		519E11900	SPECIAL - PATCHING CONCRETE STRUCTURE, MISC.: VES-LMC (VERY EARLY STRENGHT LATEX MODIFIED CONCRETE) (WT: 29)	29	CY	44.000
0083		519E60000	SPECIAL - PATCHING CONCRETE STRUCTURE, MISC.: TRIAL BATCH FOR VES-LMC (VERY EARLY STRENGTH LATEX MODIFIED CONCRETE) (WT: 29)	29	LS	1.000

**Section 0010 STRUCTURE REPAIR (SUM-76-0966)**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0084		202E11201	PORTIONS OF STRUCTURE REMOVED, AS PER PLAN (WT: 29)	29	LS	1.000
0085		509E10001	EPOXY COATED REINFORCING STEEL, AS PER PLAN (WT: 23)	23	LB	3,874.000
0086		509E20001	REINFORCING STEEL, REPLACEMENT OF EXISTING REINFORCING STEEL, AS PER PLAN (WT: 23)	23	LB	200.000
0087		510E10000	DOWEL HOLES WITH NONSHRINK, NONMETALLIC GROUT (WT: 29)	29	EACH	440.000
0088		519E11900	SPECIAL - PATCHING CONCRETE STRUCTURE, MISC.: VES-LMC (VERY EARLY STRENGHT LATEX MODIFIED CONCRETE) (WT: 29)	29	CY	28.000
0089		519E60000	SPECIAL - PATCHING CONCRETE STRUCTURE, MISC.: TRIAL BATCH FOR VES-LMC (VERY EARLY STRENGTH LATEX MODIFIED CONCRETE) (WT: 29)	29	LS	1.000

**Section 0011 STRUCTURE REPAIR (SUM-76-1179L)**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0090		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000

Project Number: 150589

0091	509E20001	REINFORCING STEEL, REPLACEMENT OF EXISTING REINFORCING STEEL, AS PER PLAN (WT: 23)	23	LB	50.000
0092	511E81100	CONCRETE, MISC.: PARAPET REPAIR (WT: 29)	29	FT	10.000
0093	512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) (WT: NR)	NR	SY	25.000
0094	519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	150.000
0095	630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	7.500
0096	630E80100	SIGN, FLAT SHEET, 730.20 (WT: 42)	42	SF	1.000
0097	843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	75.000
0098	848E10001	MICRO SILICA MODIFIED CONCRETE OVERLAY USING HYDRODEMOLITION, AS PER PLAN (T=1 1/2") (WT: 29)	29	SY	538.000
0099	848E20001	SURFACE PREPARATION USING HYDRO DEMOLITION, AS PER PLAN (WT: 30)	30	SY	538.000
0100	848E30001	MICRO SILICA MODIFIED CONCRETE OVERLAY (VARIABLE THICKNESS), MATERIAL ONLY, AS PER PLAN (WT: 29)	29	CY	45.000
0101	848E50000	HAND CHIPPING (WT: 29)	29	SY	17.000
0102	848E50100	TEST SLAB (WT: 29)	29	LS	1.000
0103	848E50201	FULL DEPTH REPAIR, AS PER PLAN (WT: 29)	29	CY	1.000

**Section 0012 STRUCTURE REPAIR (SUM-76-1179R)**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0104		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0105		509E20001	REINFORCING STEEL, REPLACEMENT OF EXISTING REINFORCING STEEL, AS PER PLAN (WT: 23)	23	LB	50.000
0106		511E81100	CONCRETE, MISC.: PARAPET REPAIR (WT: 29)	29	FT	10.000
0107		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) (WT: NR)	NR	SY	25.000
0108		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	150.000
0109		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	7.500
0110		630E80100	SIGN, FLAT SHEET, 730.20 (WT: 42)	42	SF	1.000
0111		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	1.000
0112		630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	1.000
0113		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	75.000
0114		848E10001	MICRO SILICA MODIFIED CONCRETE OVERLAY USING HYDRODEMOLITION, AS PER PLAN (T=1 1/2") (WT: 29)	29	SY	670.000
0115		848E20001	SURFACE PREPARATION USING HYDRO DEMOLITION, AS PER PLAN (WT: 30)	30	SY	670.000
0116		848E30001	MICRO SILICA MODIFIED CONCRETE OVERLAY (VARIABLE THICKNESS), MATERIAL ONLY, AS PER PLAN (WT: 29)	29	CY	56.000
0117		848E50000	HAND CHIPPING (WT: 29)	29	SY	21.000

Project Number: 150589

0118		848E50100	TEST SLAB (WT: 29)	29	LS	1.000
0119		848E50201	FULL DEPTH REPAIR, AS PER PLAN (WT: 29)	29	CY	1.000

**Section 0013 STRUCTURE REPAIR (SUM-76-1199)**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0120		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0121		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) (WT: NR)	NR	SY	110.000
0122		512E74000	REMOVAL OF EXISTING COATINGS FROM CONCRETE SURFACES (WT: NR)	NR	SY	110.000
0123		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	250.000
0124		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	15.000
0125		630E80100	SIGN, FLAT SHEET, 730.20 (WT: 42)	42	SF	2.000
0126		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	150.000

**Section 0014 STRUCTURE REPAIR (SUM-76-1230)**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0127		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0128		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) (WT: NR)	NR	SY	84.000
0129		512E10400	TREATING OF CONCRETE BRIDGE DECK WITH SRS (WT: NR)	NR	SY	2,113.000
0130		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	200.000
0131		519E12304	SPECIAL - PATCHING CONCRETE BRIDGE DECK - TYPE C (WT: 29)	29	SY	22.000
0132		530E00800	SPECIAL - STRUCTURE, MISC.: CONCRETE SPALL REMOVAL (WT: 29)	29	SY	50.000
0133		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	15.000
0134		630E80100	SIGN, FLAT SHEET, 730.20 (WT: 42)	42	SF	2.000
0135		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	2.000
0136		630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	1.000
0137		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	100.000

**Section 0015 STRUCTURE REPAIR (SUM-76-1236)**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0138		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0139		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) (WT: NR)	NR	SY	20.000
0140		514E27700	FIELD PAINTING, MISC.: REPAIR PAINTING (WT: NR)	NR	SF	21.000
0141		516E01301	ELASTOMERIC STRIP SEAL WITHOUT STEEL EXTRUSIONS, AS PER PLAN (WT: 27)	27	FT	150.000
0142		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	100.000

Project Number: 150589

0143		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	7.500
0144		630E80100	SIGN, FLAT SHEET, 730.20 (WT: 42)	42	SF	1.000
0145		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	50.000

**Section 0016 STRUCTURE REPAIR (SUM-76-1246)**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0146		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0147		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) (WT: NR)	NR	SY	50.000
0148		514E27700	FIELD PAINTING, MISC.: REPAIR PAINTING (WT: NR)	NR	SF	21.000
0149		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	200.000
0150		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	7.500
0151		630E80100	SIGN, FLAT SHEET, 730.20 (WT: 42)	42	SF	1.000
0152		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	1.000
0153		630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	1.000
0154		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	100.000
0155		848E10001	MICRO SILICA MODIFIED CONCRETE OVERLAY USING HYDRODEMOLITION, AS PER PLAN (T=1 1/2") (WT: 29)	29	SY	448.000
0156		848E20001	SURFACE PREPARATION USING HYDRO DEMOLITION, AS PER PLAN (WT: 30)	30	SY	448.000
0157		848E30001	MICRO SILICA MODIFIED CONCRETE OVERLAY (VARIABLE THICKNESS), MATERIAL ONLY, AS PER PLAN (WT: 29)	29	CY	38.000
0158		848E50000	HAND CHIPPING (WT: 29)	29	SY	14.000
0159		848E50100	TEST SLAB (WT: 29)	29	LS	1.000
0160		848E50201	FULL DEPTH REPAIR, AS PER PLAN (WT: 29)	29	CY	1.000

**Section 0017 STRUCTURE REPAIR (SUM-76-1265)**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0161		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0162		203E40000	BORROW (WT: NR)	NR	CY	10.000
0163		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) (WT: NR)	NR	SY	80.000
0164		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	150.000
0165		530E00800	SPECIAL - STRUCTURE, MISC.: CONCRETE SPALL REMOVAL (WT: 29)	29	SY	50.000
0166		601E26000	DUMPED ROCK FILL, TYPE B (WT: 35)	35	CY	10.000
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

Project Number: 150589

0170		630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	1.000
0171		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	100.000
0172		848E10001	MICRO SILICA MODIFIED CONCRETE OVERLAY USING HYDRODEMOLITION, AS PER PLAN (T=1 1/2") (WT: 29)	29	SY	1,836.000
0173		848E20001	SURFACE PREPARATION USING HYDRO DEMOLITION, AS PER PLAN (WT: 30)	30	SY	1,836.000
0174		848E30001	MICRO SILICA MODIFIED CONCRETE OVERLAY (VARIABLE THICKNESS), MATERIAL ONLY, AS PER PLAN (WT: 29)	29	CY	153.000
0175		848E50000	HAND CHIPPING (WT: 29)	29	SY	56.000
0176		848E50100	TEST SLAB (WT: 29)	29	LS	1.000
0177		848E50201	FULL DEPTH REPAIR, AS PER PLAN (WT: 29)	29	CY	1.000

**Section 0018 STRUCTURE REPAIR (SUM-76-1273)**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0178		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0179		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) (WT: NR)	NR	SY	120.000
0180		512E10400	TREATING OF CONCRETE BRIDGE DECK WITH SRS (WT: NR)	NR	SY	7,110.000
0181		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	350.000
0182		519E12304	SPECIAL - PATCHING CONCRETE BRIDGE DECK - TYPE C (WT: 29)	29	SY	36.000
0183		530E00800	SPECIAL - STRUCTURE, MISC.: CONCRETE SPALL REMOVAL (WT: 29)	29	SY	50.000
0184		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	15.000
0185		630E80100	SIGN, FLAT SHEET, 730.20 (WT: 42)	42	SF	2.000
0186		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	1.000
0187		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	250.000
0188		848E10001	MICRO SILICA MODIFIED CONCRETE OVERLAY USING HYDRODEMOLITION, AS PER PLAN (T=1 1/2") (WT: 29)	29	SY	7,090.000
0189		848E20001	SURFACE PREPARATION USING HYDRO DEMOLITION, AS PER PLAN (WT: 30)	30	SY	7,090.000
0190		848E30001	MICRO SILICA MODIFIED CONCRETE OVERLAY (VARIABLE THICKNESS), MATERIAL ONLY, AS PER PLAN (WT: 29)	29	CY	591.000
0191		848E50000	HAND CHIPPING (WT: 29)	29	SY	213.000
0192		848E50100	TEST SLAB (WT: 29)	29	LS	1.000
0193		848E50201	FULL DEPTH REPAIR, AS PER PLAN (WT: 29)	29	CY	1.000

**Section 0019 STRUCTURE REPAIR (SUM-76-1296)**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0194		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0195		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) (WT: NR)	NR	SY	90.000



Project Number: 150589

0196		512E10400	TREATING OF CONCRETE BRIDGE DECK WITH SRS (WT: NR)	NR	SY	2,112.000
0197		513E95030	STRUCTURAL STEEL, MISC.: REPLACEMENT OF DAMAGED CROSSFRAMES (WT: 29)	29	EACH	4.000
0198		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	200.000
0199		519E12304	SPECIAL - PATCHING CONCRETE BRIDGE DECK - TYPE C (WT: 29)	29	SY	32.000
0200		530E00800	SPECIAL - STRUCTURE, MISC.: CONCRETE SPALL REMOVAL (WT: 29)	29	SY	50.000
0201		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	15.000
0202		630E80100	SIGN, FLAT SHEET, 730.20 (WT: 42)	42	SF	2.000
0203		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	150.000

**Section 0020 STRUCTURE REPAIR (SUM-76-1303J)**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0204		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0205		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) (WT: NR)	NR	SY	90.000
0206		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	200.000
0207		530E00800	SPECIAL - STRUCTURE, MISC.: CONCRETE SPALL REMOVAL (WT: 29)	29	SY	50.000
0208		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	7.500
0209		630E80100	SIGN, FLAT SHEET, 730.20 (WT: 42)	42	SF	1.000
0210		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	1.000
0211		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	150.000
0212		848E10001	MICRO SILICA MODIFIED CONCRETE OVERLAY USING HYDRODEMOLITION, AS PER PLAN (T=1 1/2") (WT: 29)	29	SY	511.000
0213		848E20001	SURFACE PREPARATION USING HYDRO DEMOLITION, AS PER PLAN (WT: 30)	30	SY	511.000
0214		848E30001	MICRO SILICA MODIFIED CONCRETE OVERLAY (VARIABLE THICKNESS), MATERIAL ONLY, AS PER PLAN (WT: 29)	29	CY	43.000
0215		848E50000	HAND CHIPPING (WT: 29)	29	SY	16.000
0216		848E50100	TEST SLAB (WT: 29)	29	LS	1.000
0217		848E50201	FULL DEPTH REPAIR, AS PER PLAN (WT: 29)	29	CY	1.000

**Section 0021 STRUCTURE REPAIR (SUM-76-1332)**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0218		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0219		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) (WT: NR)	NR	SY	84.000
0220		512E10400	TREATING OF CONCRETE BRIDGE DECK WITH SRS (WT: NR)	NR	SY	876.000
0221		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	200.000
0222		519E12304	SPECIAL - PATCHING CONCRETE BRIDGE DECK - TYPE C (WT: 29)	29	SY	9.000

Project Number: 150589

0223		530E00800	SPECIAL - STRUCTURE, MISC.: CONCRETE SPALL REMOVAL (WT: 29)	29	SY	50.000
0224		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	15.000
0225		630E80100	SIGN, FLAT SHEET, 730.20 (WT: 42)	42	SF	2.000
0226		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	1.000
0227		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	100.000
0228		848E10001	MICRO SILICA MODIFIED CONCRETE OVERLAY USING HYDRODEMOLITION, AS PER PLAN (T=1 1/2") (WT: 29)	29	SY	864.000
0229		848E20001	SURFACE PREPARATION USING HYDRO DEMOLITION, AS PER PLAN (WT: 30)	30	SY	864.000
0230		848E30001	MICRO SILICA MODIFIED CONCRETE OVERLAY (VARIABLE THICKNESS), MATERIAL ONLY, AS PER PLAN (WT: 29)	29	CY	73.000
0231		848E50000	HAND CHIPPING (WT: 29)	29	SY	26.000
0232		848E50100	TEST SLAB (WT: 29)	29	LS	1.000
0233		848E50201	FULL DEPTH REPAIR, AS PER PLAN (WT: 29)	29	CY	1.000

**Section 0022 STRUCTURE REPAIR (SUM-76-1407)**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0234		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0235		509E20001	REINFORCING STEEL, REPLACEMENT OF EXISTING REINFORCING STEEL, AS PER PLAN (WT: 23)	23	LB	100.000
0236		511E71100	CONCRETE, MISC.: BACKWALL REPAIR (WT: 29)	29	CY	29.000
0237		511E81100	CONCRETE, MISC.: PARAPET REPAIR (WT: 29)	29	FT	50.000
0238		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) (WT: NR)	NR	SY	100.000
0239		512E10400	TREATING OF CONCRETE BRIDGE DECK WITH SRS (WT: NR)	NR	SY	3,218.000
0240		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	200.000
0241		519E12304	SPECIAL - PATCHING CONCRETE BRIDGE DECK - TYPE C (WT: 29)	29	SY	33.000
0242		530E00800	SPECIAL - STRUCTURE, MISC.: CONCRETE SPALL REMOVAL (WT: 29)	29	SY	50.000
0243		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	15.000
0244		630E80100	SIGN, FLAT SHEET, 730.20 (WT: 42)	42	SF	2.000
0245		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	2.000
0246		630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	2.000
0247		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	100.000

**Section 0023 STRUCTURE REPAIR (SUM-76-1512)**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0248		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0249		202E98200	REMOVAL MISC.: CHANNEL CLEANOUT (WT: NR)	NR	FT	20.000

Project Number: 150589

**Section 0024 STRUCTURE REPAIR (SUM-76-1518)**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0250		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0251		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) (WT: NR)	NR	SY	75.000
0252		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	150.000
0253		530E00800	SPECIAL - STRUCTURE, MISC.: CONCRETE SPALL REMOVAL (WT: 29)	29	SY	50.000
0254		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	7.500
0255		630E80100	SIGN, FLAT SHEET, 730.20 (WT: 42)	42	SF	1.000
0256		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	1.000
0257		630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	1.000
0258		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	50.000
0259		848E10001	MICRO SILICA MODIFIED CONCRETE OVERLAY USING HYDRODEMOLITION, AS PER PLAN (T=1 1/2") (WT: 29)	29	SY	873.000
0260		848E20001	SURFACE PREPARATION USING HYDRO DEMOLITION, AS PER PLAN (WT: 30)	30	SY	873.000
0261		848E30001	MICRO SILICA MODIFIED CONCRETE OVERLAY (VARIABLE THICKNESS), MATERIAL ONLY, AS PER PLAN (WT: 29)	29	CY	73.000
0262		848E50000	HAND CHIPPING (WT: 29)	29	SY	27.000
0263		848E50100	TEST SLAB (WT: 29)	29	LS	1.000
0264		848E50201	FULL DEPTH REPAIR, AS PER PLAN (WT: 29)	29	CY	1.000

**Section 0025 STRUCTURE REPAIR (SUM-76-1521)**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0265		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0266		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) (WT: NR)	NR	SY	84.000
0267		512E10400	TREATING OF CONCRETE BRIDGE DECK WITH SRS (WT: NR)	NR	SY	3,478.000
0268		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	200.000
0269		519E12304	SPECIAL - PATCHING CONCRETE BRIDGE DECK - TYPE C (WT: 29)	29	SY	35.000
0270		530E00800	SPECIAL - STRUCTURE, MISC.: CONCRETE SPALL REMOVAL (WT: 29)	29	SY	50.000
0271		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	15.000
0272		630E80100	SIGN, FLAT SHEET, 730.20 (WT: 42)	42	SF	2.000
0273		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	1.000
0274		630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	1.000
0275		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	100.000

Project Number: 150589

**Section 0026 STRUCTURE REPAIR (SUM-76-1531)**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0276		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0277		203E40000	BORROW (WT: NR)	NR	CY	3.000
0278		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) (WT: NR)	NR	SY	45.000
0279		512E10400	TREATING OF CONCRETE BRIDGE DECK WITH SRS (WT: NR)	NR	SY	4,182.000
0280		516E01301	ELASTOMERIC STRIP SEAL WITHOUT STEEL EXTRUSIONS, AS PER PLAN (WT: 27)	27	FT	433.000
0281		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	250.000
0282		519E12304	SPECIAL - PATCHING CONCRETE BRIDGE DECK - TYPE C (WT: 29)	29	SY	42.000
0283		601E20010	CRUSHED AGGREGATE SLOPE PROTECTION (WT: 35)	35	CY	10.000
0284		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	15.000
0285		630E80100	SIGN, FLAT SHEET, 730.20 (WT: 42)	42	SF	2.000
0286		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	2.000
0287		630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	2.000
0288		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	150.000

**Section 0027 STRUCTURE REPAIR (SUM-76-1631)**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0289		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0290		202E75260	VANDAL PROTECTION FENCE REMOVED (WT: NR)	NR	FT	520.000
0291		509E20001	REINFORCING STEEL, REPLACEMENT OF EXISTING REINFORCING STEEL, AS PER PLAN (WT: 23)	23	LB	50.000
0292		511E71100	CONCRETE, MISC.: BACKWALL REPAIR (WT: 29)	29	CY	4.000
0293		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) (WT: NR)	NR	SY	95.000
0294		512E10400	TREATING OF CONCRETE BRIDGE DECK WITH SRS (WT: NR)	NR	SY	1,160.000
0295		516E46801	REFURBISH AND RESET BEARING, AS PER PLAN (WT: 29)	29	EACH	21.000
0296		516E47001	JACKING AND TEMPORARY SUPPORT OF SUPERSTRUCTURE, AS PER PLAN (WT: 29)	29	LS	1.000
0297		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	250.000
0298		519E12304	SPECIAL - PATCHING CONCRETE BRIDGE DECK - TYPE C (WT: 29)	29	SY	12.000
0299		530E00200	SPECIAL - STRUCTURE, MISC.: STRUCTURE CLEANING (WT: NR)	NR	LS	1.000
0300		530E00800	SPECIAL - STRUCTURE, MISC.: CONCRETE SPALL REMOVAL (WT: 29)	29	SY	50.000
0301		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	15.000
0302		630E80100	SIGN, FLAT SHEET, 730.20 (WT: 42)	42	SF	2.000

Project Number: 150589

0303		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	2.000
0304		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	150.000

**Section 0028 STRUCTURE REPAIR (SUM-76-1648)**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0305		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0306		509E20001	REINFORCING STEEL, REPLACEMENT OF EXISTING REINFORCING STEEL, AS PER PLAN (WT: 23)	23	LB	50.000
0307		511E71100	CONCRETE, MISC.: BACKWALL REPAIR (WT: 29)	29	CY	4.000
0308		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) (WT: NR)	NR	SY	84.000
0309		512E10400	TREATING OF CONCRETE BRIDGE DECK WITH SRS (WT: NR)	NR	SY	1,738.000
0310		516E46801	REFURBISH AND RESET BEARING, AS PER PLAN (WT: 29)	29	EACH	10.000
0311		516E47001	JACKING AND TEMPORARY SUPPORT OF SUPERSTRUCTURE, AS PER PLAN (WT: 29)	29	LS	1.000
0312		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	200.000
0313		519E12304	SPECIAL - PATCHING CONCRETE BRIDGE DECK - TYPE C (WT: 29)	29	SY	18.000
0314		530E00200	SPECIAL - STRUCTURE, MISC.: STRUCTURE CLEANING (WT: NR)	NR	LS	1.000
0315		530E00800	SPECIAL - STRUCTURE, MISC.: CONCRETE SPALL REMOVAL (WT: 29)	29	SY	50.000
0316		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	15.000
0317		630E80100	SIGN, FLAT SHEET, 730.20 (WT: 42)	42	SF	2.000
0318		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	100.000

**Section 0029 STRUCTURE REPAIR (SUM-76-1695)**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0319		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0320		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) (WT: NR)	NR	SY	526.000
0321		512E10400	TREATING OF CONCRETE BRIDGE DECK WITH SRS (WT: NR)	NR	SY	3,002.000
0322		512E74000	REMOVAL OF EXISTING COATINGS FROM CONCRETE SURFACES (WT: NR)	NR	SY	526.000
0323		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	15.000
0324		630E80100	SIGN, FLAT SHEET, 730.20 (WT: 42)	42	SF	2.000
0325		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	2.000
0326		630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	2.000

Project Number: 150589

**Section 0030 STRUCTURE REPAIR (SUM-76-1774)**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0327		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0328		203E40000	BORROW (WT: NR)	NR	CY	10.000
0329		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) (WT: NR)	NR	SY	532.000
0330		512E10400	TREATING OF CONCRETE BRIDGE DECK WITH SRS (WT: NR)	NR	SY	3,100.000
0331		512E74000	REMOVAL OF EXISTING COATINGS FROM CONCRETE SURFACES (WT: NR)	NR	SY	532.000
0332		601E20010	CRUSHED AGGREGATE SLOPE PROTECTION (WT: 35)	35	CY	10.000
0333		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	15.000
0334		630E80100	SIGN, FLAT SHEET, 730.20 (WT: 42)	42	SF	2.000
0335		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	2.000
0336		630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	2.000

**Section 0031 STRUCTURE REPAIR (SUM-76-1355)**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0337		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0338		202E11203	PORTIONS OF STRUCTURE REMOVED, OVER 20 FOOT SPAN, AS PER PLAN (WT: 29)	29	LS	1.000
0339		509E20001	REINFORCING STEEL, REPLACEMENT OF EXISTING REINFORCING STEEL, AS PER PLAN(PARAPET REPAIR) (WT: 23)	23	LB	100.000
0340		509E20001	REINFORCING STEEL, REPLACEMENT OF EXISTING REINFORCING STEEL, AS PER PLAN(JOINT REPLACEMENT) (WT: 23)	23	LB	50.000
0341		509E25001	REINFORCING STEEL, AS PER PLAN (WT: 23)	23	LB	4,230.000
0342		510E10000	DOWEL HOLES WITH NONSHRINK, NONMETALLIC GROUT (WT: 29)	29	EACH	28.000
0343		511E34445	CLASS QC2 CONCRETE, BRIDGE DECK, AS PER PLAN (WT: 29)	29	CY	33.000
0344		511E81100	CONCRETE, MISC.:PARAPET REPAIR (WT: 29)	29	FT	50.000
0345		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) (WT: NR)	NR	SY	142.000
0346		512E10400	TREATING OF CONCRETE BRIDGE DECK WITH SRS (WT: NR)	NR	SY	14,420.000
0347		513E95020	STRUCTURAL STEEL, MISC.:PREPARATION AND REINSTALLATION FO STEEL PARAPET COVER PLATES (WT: 29)	29	LS	1.000
0348		516E14600	STRUCTURAL JOINT OR JOINT SEALER, MISC.:LOW PROFILE JOINT SYSTEM (WT: 27)	27	FT	273.000
0349		519E10000	SPECIAL - PATCHING CONCRETE BRIDGE DECK OVERLAY WITH MICRO-SILICA MODIFIED CONCRETE (WT: 29)	29	SY	73.000
0350		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	300.000

Project Number: 150589

0351		530E00800	SPECIAL - STRUCTURE, MISC.:CONCRETE SPALL REMOVAL (WT: 29)	29	SY	50.000
0352		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	7.500
0353		630E80100	SIGN, FLAT SHEET, 730.20 (WT: 42)	42	SF	1.000
0354		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	1.000
0355		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	200.000

**Section 0032 INCIDENTALS**

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0356		100E00300	SPECIAL - PREMIUM ON RAILROADS' PROTECTIVE PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE (WT: NR)	NR	LS	1.000
0357		103E05000	PREMIUM FOR CONTRACT PERFORMANCE BOND AND FOR PAYMENT BOND (WT: NR)	NR	LS	1.000
0358		614E11000	MAINTAINING TRAFFIC (WT: 39)	39	LS	1.000
0359		619E16020	FIELD OFFICE, TYPE C (WT: NR)	NR	MNTH	5.000
0360		623E10000	CONSTRUCTION LAYOUT STAKES AND SURVEYING (WT: NR)	NR	LS	1.000
0361		624E10000	MOBILIZATION (WT: NR)	NR	LS	1.000