

Project Number: 060440

PID #: 23705

Contract ID: CSUM23705

DBE Goal: 8%

Summit

IR 277 - 2.47

(City of Akron)

E033(651)

Certification Acceptance Project

Bridge Repair

**THE 2005 CONSTRUCTION AND MATERIAL SPECIFICATION BOOK IS PART OF THE
BIDDING DOCUMENTS ON THIS PROJECT**

PROPOSAL

STATE OF OHIO

DEPARTMENT OF TRANSPORTATION

Gordon Proctor, Director

October 4, 2006

DO NOT SUBMIT MORE THAN ONE BID PROPOSAL FOR EACH BID

(EXACT PREQUALIFICATION NAME AND STREET ADDRESS MUST APPEAR BELOW)

Submitted by _____

Street _____

City _____

State _____ **Zip Code** _____

Bidder Id _____

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

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

PN 006 10/15/2004 - NOTICE TO BIDDERS

Prequalification

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

Certificate of Compliance with Affirmative Action Programs

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

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

ELECTRONIC BIDDING REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

The Department will ensure that this electronic bid depository is available for a two-hour period prior to the deadline for submission of bids. In the case of disruption of national communications or loss of services by 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 - 10/15/2004 - AS PER PLAN DESIGNATION - PROPOSAL NOTE

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

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

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

PN 014 - 10/15/2004 - DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

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

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

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

PN 008 - 10/15/2004 - SPECIFICATION AND SUPPLEMENTAL SPECIFICATIONS, POLICIES AND SPECIAL PROVISIONS INCORPORATED BY REFERENCE AS IF REWRITTEN HEREIN

The current version of the following will govern this improvement:

Policies:

Policy 27-003 (P) Partnering On Construction Projects
Policy 27-008 (P) Value Engineering
Policy 27-009 (P) Acceptance of Nonspecification Material on Construction Projects
Policy 27-010 (P) Change Orders
Policy 27-012 (P) Time Extensions and Waiver of Liquidated Damages

Standard Procedures:

510-003 (SP) Standard Procedure for Formal Partnering of Construction Projects
510-004 (SP) Standard Procedure for Preconstruction Conferences & Informal Partnering
510-008 (SP) Standard Procedure for Value Engineering In Construction
510-009 (SP) Acceptance of Nonspecification Material on Construction Projects
510-010 (SP) Processing Change Orders & Determination of Additional Contractor Compensation
519-012 (SP) Time Extensions & Waiver of Liquidated Damages

Copies of the above-referenced Policies and Standard Procedures can be found on our website at:

Copies of these Special Provisions policies can be found on our website at <http://www.dot.state.oh.us/construction/OCA/Policy/default.htm>.

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

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

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

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

PN 037 - 10/15/2004 - UTILITY NOTE

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

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

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

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

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

The required contract provisions for federal-aid construction contracts (contained in Form FHWA 1273 revised April 1993) are hereby incorporated reference as if rewritten herein.

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

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

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

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

PN 020 - 10/15/2004 - NOTICE OF REQUIREMENT OF AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows: Goals for minority participation is 7.8 percent for all crafts in the covered area of EA (02) shown in the attachment to ODOT letter of March 17, 1983. Goals for all other economic areas as discussed in the following paragraph are established per our letter dated March 17, 1983. Goals for female participation in each trade for the "covered area" (Ohio) is 6.9 percent.

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. 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 women evenly 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 Contractor's goals shall be a violation of the contract, the Executive Order and regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

REQUIRED REPORTS

The Contractor shall provide a CR-2 Report to the ODOT District EEO Office in which the Contractor's home office is located. The CR-2 Report will summarize the minorities and females and their hours worked on ODOT projects only. It will be submitted quarterly according to the following schedule:

Quarter	Due Date
January, February, March	April 10
April, May, June	July 10
July, August, September	October 10
October, November, December	January 10

In the event of a formal compliance review, the Contractor will be required to submit reports for the economic areas being reviewed.

Statewide Input 29 Forms must be submitted monthly to the Ohio Department of Administrative Services.

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

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

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

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

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

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

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

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

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

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

The Contractor must provide the following reports:

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

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

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

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

All OJT Trainees must have the appropriate certification. Apprenticeship Certificates can be obtained from the State of Ohio, Bureau of Apprenticeship and Training. The union apprenticeship agreement is not acceptable verification of an apprentice's enrollment in a union sponsored training program. A copy of the Apprenticeship Certificate along with a statement indicating the number of months/years the employee has been in the apprenticeship program must be submitted to the EEO Coordinator in the company's home district and to the prevailing wage coordinator in the district responsible for the project within 90 days of the apprentice beginning work on the project.

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

1. GENERAL

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

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

2. EQUAL EMPLOYMENT OPPORTUNITY POLICY

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

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

3. EQUAL EMPLOYMENT OPPORTUNITY OFFICE

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

4. DISSEMINATION OF POLICY

- a. All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - (1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

- (2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.
 - (3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the contractor's procedures for locating and hiring minority group employees.
- b. In order to make the contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will take the following actions:
- (1) Notices and posters setting forth the contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - (2) The contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. RECRUITMENT

- a. When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Employment Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
- b. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the contractor will, through his EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

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

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

6. PERSONNEL ACTIONS

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

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

7. TRAINING AND PROMOTION

- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the "Training Special Provisions" are included in this bid proposal, this subparagraph will be superseded as indicated in said provisions.
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. UNIONS

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

- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- b. The contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the State Highway Department and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the State highway agency.

9. SUBCONTRACTING

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

10. RECORDS AND REPORTS

- a. The contractor will-keep such records as are necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate:
 - (1) the number of minority and non-minority group members and women employed in each work classification on the project,
 - (2) the progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force),
 - (3) the progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and
 - (4) the progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Highway Agency and the Federal Highway Administration.
- c. The contractors will submit to the State Highway Agency a monthly report for the first three months after construction begins and every month of July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 139 1. If on-the-job training is being required by "Training Special Provisions," the contractor will be required to furnish Form FHWA 1409.

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

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

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

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

agreements exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

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

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

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

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

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

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

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

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

PN 046 - 10/15/2004 - SUBCONTRACT AGREEMENTS

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

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

PN 013 - 10/15/2004 - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

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

The percentage indicated on the front cover of this bid is the percent of the awarded Contractor's bid which must be subcontract to certified ODOT DBE firms.

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

WAIVER PROCESS FOR DBE GOAL

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

The Contractor must provide the following information and documentation when requesting DBE goal waiver:

1. Dollar value and % of DBE goal. Dollar value and % of waiver request.
2. Signed copy of each subcontract or purchase order agreement between the prime and DBE subcontractor utilized in meeting the contract goal.

3. Copy of dated written communication, fax confirmation, personal contact, follow up and negotiation with the DBE's.
4. Copy of dated written communication and/or fax confirmation that bidder solicited and provided DBE's with adequate information about the plans, specifications and requirements of the contract in a timely manner to assist them in responding to a solicitation.
5. Copy of dated written communication and/ or fax confirmation of each noncompetitive DBE quote that includes the dollar value of each reference item and work type.
6. Copy of dated written communication and/ or dated fax confirmation of DBE's that were not interested in providing a quote for the project.
7. Documentation of all negotiating efforts and reason for rejecting bids.
8. Documentation of good faith efforts (GFE) to meet the DBE subcontract goal, by looking beyond the items typically subcontract or consideration of subcontracting items normally performed by the prime as a way to meet the DBE goal.

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

Ohio Department of Transportation
Attention: Mark Kelsey, Deputy Director, Division of Contract Administration
1980 West Broad Street
Columbus, Ohio 43223

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

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

SANCTIONS

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

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

- (1) letter of reprimand;
- (2) liquidated damages computed up to the amount of goal dollars not met;
- (3) cross-withhold from future projects;
- (4) contract termination and/or

- (5) other remedies available by law including suspension, revocation, and/or debarment.

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

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

PN 034 - 10/15/2004 - OHIO WORKERS' COMPENSATION COVERAGE

The Contractor must secure and maintain valid Ohio workers' compensation coverage until the project has been finally accepted by the Department as set forth in Section 109.12(E) of the Ohio Department of Transportation Construction and Materials Specifications. A certificate of coverage evidencing valid workers' compensation coverage must be submitted to the Department before the contract will be executed by the Director.

The Contractor must immediately notify the Department in writing if it or any subcontractor fails or refuses to renew their workers' compensation coverage. Furthermore, the Contractor must notify the Department in writing if its or any of its subcontractor's workers' compensation policies are canceled, terminated or lapse.

The failure to maintain valid workers' compensation coverage shall be considered a breach of contract which may result in the Contractor or subcontractor being removed from the project, withholding of pay estimates and/or termination of the contract.

Drug-Free Workplace (DFWP) Discount Program

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

The Contractor shall insert in each of its subcontracts a clause requiring all subcontractors to comply with all of the provisions of this proposal note. The Contractor is responsible for ensuring compliance by all subcontractors with all of the provisions of this proposal note.

PN 090 - 7/21/2006 - 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 prime 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 prime 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 400 SF.

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 at least fifty percent of the total amount of the submitted bid price. The Director may, by insertion of a contract provision, reduce the fifty percent amount.

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

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 - 10/15/2004 -WAGE SCALE ON ALL FEDERAL-AID PROJECTS - 11-1-2002

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

State of Ohio	Decision No. OH030002
	Decision Date 08/04/2006

Contractors shall use only the classifications set forth herein on payrolls submitted to the District Office.

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 the termination of the Contractor's responsibility as defined in section 109.12 (E) of the 2005 Ohio Department of Transportation Construction and Materials Specifications. The Contractor's and all subcontractors' payroll records and canceled pay checks shall be made available for inspection by the Department and the U.S. Department of Labor, upon request, anytime during the life of the contract, and for three years thereafter by the U.S. Department of Labor. Additionally, the Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.

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

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

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. Original signature of a company officer on the certification statement.

Additionally, a copy of the "Apprentice Certification" obtained from the USDOL, Bureau of Apprenticeship and Training, must accompany the first certified payroll 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, debarment the Contractor or Subcontractor and/or withhold or suspend pay estimates after written notice and a reasonable opportunity to comply has been provided.

The applicable wage and fringe rates for this project are provided in the wage rate section of this proposal.

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 subrecipients 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 103 – 1/7/98 - VALUE ENGINEERING CHANGE PROPOSAL CONSTRUCTION COSTS

The Department will consider the Contractor's submission of a Value Engineering Change Proposal (VECP) which will reduce project costs. The purpose of this provision is to encourage the use of the ingenuity and expertise of the Contractor in arriving at alternate plans, specifications or other requirements of the contract. Any savings will be shared equally between the Contractor and the Department. The Contractor's costs for development, design and implementation of the VECP are not eligible for reimbursement. The VECP must not impair any of the essential functions and characteristics of the project such as service life, reliability, economy of operation, ease of maintenance, safety and necessary standardized features. The submission of the value engineering change proposal shall conform with the current Guidelines on Value Engineering Change Proposals adopted by the Director. Acceptance of a VECP is at the sole discretion of the Director.

PN 107 – 04/21/2006 - CRITICAL PATH METHOD PROGRESS SCHEDULE

A. General. The progress schedule required for this project is the critical path method schedule (CPM schedule) as described in Section B of this note. The Contractor shall designate a Schedule Representative who shall be responsible for coordinating with the Engineer during the preparation and maintenance of the project schedule. The requirements of this note are in addition to progress schedule requirements in 108.02 of the Construction & Material Specifications.

B. Baseline Requirements. The Contractor shall submit an interim project schedule within 60 days after the execution of the Contract. Work cannot start until the interim schedule is submitted. The interim schedule shall include detailed activities for the work to be accomplished during the first 90 days of the Contract, and summary activities for the balance of the work. The interim project schedule can be in bar chart format or CPM schedule format. The Contractor does not need to submit an interim schedule if no work is anticipated within 90 days of contract execution.

The Contractor shall submit a detailed baseline CPM schedule within 60 days of the execution of the Contract or prior to start of work, whichever comes first. The Engineer will review the schedule and will either “approve”, “approve as noted” or “reject” the schedule within 21 days of receipt of the detailed CPM schedule. For schedules that are “approved as noted”, the Contractor shall make the necessary revisions and resubmit the revised schedule within 14 days. The Engineer will only reject detailed CPM schedules that are not in compliance with contract requirements.

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

In the event the detailed baseline CPM schedule is not “approved” within 100 days of execution of the contract, all work shall cease on the project until the detailed baseline CPM schedule is “approved”.

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

C. Schedule Requirements. Generate the CPM schedule using either SureTrak Project Manager or P3 Project Planner by Primavera Systems Inc., Bala Cynwyd, PA.

Include the following Administrative Identifier Information:

1. Project Number
2. County
3. Route Number
4. FHWA Number
5. PID Number
6. Contract Signed Date
7. Completion Date
8. Contractor’s Name
9. Contractor’s Dated Signature
10. ODOT’s Dated Approval Signature

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

the Department, material procurement and fabrication, and the delivery of materials, plant, and equipment, and other similar activities.

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

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

Activity requirements are discussed in further detail as follows:

1. Activity Identification (ID)

Assign each activity a unique identification number.

2. Activity Description

Assign each activity an unambiguous descriptive word or phrase. For example, use "Excavate Area A," not "Start Excavation."

3. Activity Original Duration

Assign a planned duration in working days for each activity. Do not exceed a duration of 20 working days for any activity unless approved by the Engineer. Do not represent the maintenance of traffic, erosion control, and other similar items as single activities extending to the Completion Date. Break these Contract Items into component activities in order to meet the duration requirements of this paragraph.

4. Activity Relationships

Use only finish-to-start relationships with no leads or lags or start-to-start relationships with lags no greater than the predecessor duration to link activities. All activities, except the first activity, shall have a predecessor(s). All activities, except the final activity, shall have a successor(s).

5. Constraints

Use constraints sparingly in the schedule. If constraints are used, use only Early Constraint or Late Constraint.

6. Seasonal Weather Conditions

The winter shutdown periods shall be shown using non-work calendars. The activity can be assigned to a calendar indicating time periods of non-work. These custom calendars can be created to show days, weeks, or months of non-work. Seasonal weather conditions shall be considered and included in the planning and scheduling of all work.

7. Linking Projects

Independent projects shall not be linked using Primavera's Interproject Relationship Manager Application.

8. Activity Codes

The Contractor shall, at a minimum, include codes for Work Area, Category of Work, and Responsibility for each activity. Other activity codes may be used if allowed in writing by the Engineer.

9. Schedule Options

The schedule may only be calculated using retained logic. Show open ends as non-critical. Schedule durations are to be contiguous. Total Float shall be calculated as finish float.

D. Submission Requirements. Submit the project baseline CPM schedule within the time frames specified in Section B. Submit the CPM schedule and information in electronic file format on diskette or compact disc (CD) compatible with the Engineer's computer. Also, submit the following information with the baseline CPM schedule:

1. CPM Schedule in a Bar Chart Format

Include the Administrative Identifier Information discussed in Section C on the first page of the schedule. For each activity on the chart, indicate the Activity ID, Activity Description, Original Duration, Remaining Duration, Total Float, Early Start Date, Early Finish Date, and Calendar ID. Use arrows to show the relationships among activities.

Submit the baseline CPM schedule in a bar chart format, on paper. Identify the critical path of the project on the bar chart in red. The critical path is defined as; the longest path of activities in the project that determines the project completion date. The activities that make-up the critical path of activities are the "Critical Activities."

2. Six Week Look Ahead CPM Schedule in a Bar Chart Format

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

3. Scheduling Statistics Report

Submit a report of CPM schedule statistics, including number of activities, number of activities on the longest path, number of started activities, number of completed activities, number of relationships, percent complete, and number and type of constraints.

4. Logic Diagram (If requested by the Engineer)

Submit a diagram in PERT chart format showing the logic of the CPM schedule.

5. Activity ID Sort (If requested by the Engineer)

Submit a listing of all activities included in the CPM schedule sorted by ascending Activity Identification Number.

6. Total Float Sort (If requested by the Engineer)

Submit a listing of all activities included in the CPM schedule sorted by increasing total float and by early start date.

All float belongs to the project and is a shared commodity between the Contractor and the Department and is not for the exclusive use or benefit of either party. Either party has full use of the float until it is depleted.

7. Detailed Predecessor/Successor Sort (If requested by the Engineer)

Submit a listing of all activities included in the CPM schedule indicating the activities that immediately precede and immediately succeed that activity in the schedule logic.

E. Update Requirements On the tenth day of the current month, during the life of the Project, submit an updated CPM schedule and all required information with a data date of the last day of the preceding month. Submit the monthly updated bar chart on paper and a copy of the updated schedule in electronic format as specified above. The Engineer shall “approve” or “reject” the schedule update within 5 days of receipt of the updated CPM schedule. The Engineer may withhold estimates if the updated CPM schedule is not submitted as required by this section. For each updated CPM schedule, identify the actual start and finish dates for all completed activities and the actual start date and remaining duration for all activities in progress. Also, include actual and planned start dates, durations, and the relationship to other activities for Work that has been added to the Project.

The project schedule shall be reviewed at each monthly progress meeting. Any corrections shall be made prior to the next monthly progress meeting.

Provide a written narrative that identifies any changes or shifts in the critical path and submit reasons for the changes or shifts in the critical path. Identify any changes in logic for the updated CPM schedule and submit reasons for changes to the schedule logic.

The Contractor may make revisions to the CPM schedule. The Contractor shall notify the Engineer, in writing, stating the reason for the proposed revisions. Revisions of the CPM schedule shall be performed separately from the monthly schedule update. The Engineer will review the revisions and will either “approve” or “reject” the revised CPM schedule within 14 days of receipt. The Engineer will “approve” the revisions before the Contractor incorporates the revisions in to the schedule.

Submit the following with each updated CPM schedule:

1. CPM Schedule in Bar Chart Format
2. Six Week Look Ahead CPM Schedule in Bar Chart Format
3. Logic Diagram (If requested by the Engineer)
4. Activity ID Sort (If requested by the Engineer)
5. Total Float Sort (If requested by the Engineer)
6. Detailed Predecessor/Successor Sort (If requested by the Engineer)
7. Schedule Statistics Report
8. Electronic files (formatted as described above)

The Contractor may submit a statement that there were no changes in the schedule logic, activity durations, or calendars since the previous update in lieu of submission of items 2, 3, 4, 5 and 6.

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

G. Basis of Payment. The Department will make partial payments according to 2005 CMS Section 109.09 and as modified by the following schedule:

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

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

Item	Unit	Description
108E10000	Lump Sum	CPM Progress Schedule

PN 109 - 4/15/05 - DISPUTE RESOLUTION AND ADMINISTRATIVE CLAIM PROCESS

The Department's Dispute Resolution and Administrative Claim Process is premised on the partnering approach to construction administration and must be adhered to by the Contractor in order to resolve disputes on the project and in order to seek additional compensation or contract time from the Department in the form of an Administrative Claim.

Disputes and Claims

Disputes include disagreements, matters in question, and differences of opinion between the Department's personnel and the Contractor. Claims are disputes that are not settled through Steps 1 and 2 of the Dispute Resolution and Administrative Claim Process and for which the Contractor has documented costs or time incurred as a result of such disputes.

Disputes and claims by subcontractors and suppliers may be pursued by the Contractor on behalf of subcontractors or suppliers. Disputes and claims of subcontractors and suppliers against the Contractor will not be reviewed by the Department. Disputes and claims by subcontractors and suppliers against the Department but not supported by the Contractor will not be reviewed by the Department.

Disputes and claims subject to review by the Department include:

1. Interpretation of specifications, standard drawings, plans, proposal, working drawings, change orders, and orders by Department personnel having authority over the project.
2. Differing site conditions as defined in 104.02.B.
3. Cost and time incurred by:
 - a. Suspension of work pursuant to 104.02.C.
 - b. Significant changes in character of work pursuant to 104.02.D.
 - c. Utility interference with the work pursuant to 105.07 and 4A notes.
 - d. Extra work ordered pursuant to 104.02.F and the policy on Change Orders.

- e. Acts or inaction of the Department or other government agencies.
4. Adequacy and constructability of the plan design.
5. Contract time extensions due to weather, shortages of labor, equipment, or materials, or other causes beyond the Contractor's control as defined in 108.06 and the current Policy 27-012(P) -Time Extensions and Waiver of Liquidated Damages.
6. Other subjects mutually agreed upon by the Department and Contractor to be within the scope of the Dispute Resolution and Administrative Claim Process.

Process

The Contractor must exhaust the Department's Dispute Resolution and Administrative Claim Process prior to seeking additional compensation or contract time by filing an action in the Ohio Court of Claims. The following procedures do not compromise the Contractor's right to seek relief in the Ohio Court of Claims.

All parties to the dispute must adhere to the Dispute Resolution and Administrative Claim process. Department personnel involved in second or third tier reviews will not consider a dispute until the previous tier has properly reviewed the dispute and issued a decision. The Contractor's personnel shall not contact Department personnel involved in a second or third tier review until a decision has been issued by the previous tier.

Failure to meet any of the timeframes outlined below or to request an extension may terminate further review of the dispute and may serve as a waiver of the Contractor's right to file a claim.

Continuation of Work.

The Contractor shall continue with all Work, including that which is in dispute. The Department will continue to pay for Work.

Step 1 (On-Site Determination).

The Engineer and Area Engineer shall meet with the Contractor's superintendent within two (2) working days of receipt of the Contractor Written Early Notice set forth in 104.02.G. They shall review all pertinent information and contract provisions and negotiate in an effort to reach a resolution according to the Contract Documents. The Engineer or Area Engineer will issue a written decision of Step 1 within fourteen (14) calendar days of the meeting. If the dispute is not resolved, the Contractor must either abandon or escalate the dispute to Step 2.

Step 2 (District Dispute Resolution Committee).

Within seven (7) calendar days of receipt of the Step 1 decision, the Contractor must submit a written request for a Step 2 meeting to the District Construction Engineer (DCE). The DCE will assign the dispute a dispute number. The dispute number will consist of the District number, followed by a hyphen, the project number, followed by a hyphen and then the number of disputes on this project that this dispute represents. Within fourteen (14) calendar days of receipt of the request for a Step 2 meeting, the Contractor shall submit the Dispute Documentation as follows:

1. The Contractor shall submit three (3) complete copies of the documentation of the dispute to the DCE.
2. The Dispute Documentation shall be identified on a cover page by county, project number, Contractor name, subcontractor or supplier if involved in the dispute, and dispute number.

3. The Dispute Documentation shall be an original document that clearly and in detail gives the required information for each item of additional compensation and time extension requested.
4. A narrative of the disputed work or project circumstance at issue. This section must include the dates of the disputed work and the date of early notice.
5. References to the applicable provisions of the plans, specifications, proposal, or other contract documents. Copies of the cited provisions shall be included in the Dispute Documentation.
6. The dollar amount of additional compensation and length of contract time extension being requested.
7. The cost and supporting documents that served as the basis for the requested compensation stated in number six (6) above.
8. A detailed schedule analysis must be included in the Dispute Documentation for any dispute concerning additional contract time, actual or constructive acceleration, or delay damages. At a minimum, the schedule analysis must include the Schedule Update immediately preceding the occurrence of the circumstance alleged to have caused delay and must comport with accepted industry practices. Failure to submit the required schedule analysis will result in the denial of that portion of the Contractor's request.
9. Copies of relevant correspondence and other pertinent documents.

Each District shall establish a District Dispute Resolution Committee (DDRC) which shall be responsible for hearing and deciding disputes at the Step 2 level. The DDRC shall consist of the District Deputy Director, District Highway Management Administrator and District Construction Engineer or designees (other than the project personnel involved).

To prepare for the DDRC meeting, the DCE will create a file on the dispute and assign a person to review and manage the dispute. This manager will advise the Division of Construction Management on the status of the dispute.

The DDRC shall meet with personnel from the Contractor's headquarters and consider the dispute within fourteen (14) calendar days of receipt of the Contractor's Dispute Documentation. The DDRC will issue a written decision of Step 2 within fourteen (14) calendar days of the meeting. If the dispute is not resolved, the Contractor must either abandon or escalate the dispute to Step 3.

Step 3 (Director's Claims Board).

Within fourteen (14) calendar days of receipt of the Step 2 decision, the Contractor must submit a written *Notice of Intent to File a Claim* to the Secretary of the Director's Claim Board (Board) in the Division of Construction Management. This notice shall state the Contractor's request for either a Director's Claim Board hearing on the claim or an acceptable Alternative Dispute Resolution (ADR) practice.

The dispute becomes a claim when the Secretary of the Board receives the *Notice of Intent to File a Claim*.

The Board shall consist of the Assistant Director of Highway Management and the Assistant Director of Planning and Production. The Office of Chief Legal Counsel will provide legal advice to the Board. The Board will be responsible for deciding claims.

Director's Claims Board Hearing.

The Contractor shall submit five (5) complete copies of its Claim Documentation to the Secretary of the Director's Claims Board within thirty (30) calendar days of receipt of the *Notice of Intent to File a Claim*. This timeframe may be extended upon mutual agreement of the parties and with approval of the Board. In addition to the documentation submitted at Step 2, the narrative shall be enhanced to include sufficient description and information to enable understanding by a third party who has no knowledge of the dispute or familiarity with the project. This documentation must also include a discussion of the efforts taken to partner the dispute. The Secretary will forward one (1) complete copy of this documentation to the District.

When submitting the Claim Documentation, the Contractor must certify the claim in writing and under oath. Such certification shall attest to the following:

1. The claim is made in good faith.
2. To the best of the Contractor's knowledge, all data offered to support the claim is accurate and complete.
3. The claim amount accurately reflects the Contractor's actual incurred costs and additional time impacts.

This claim certification shall also be notarized pursuant to the laws of the State of Ohio.

The following is an example of the correct form for a claim certification:

(The Contractor) certifies that this claim is made in good faith, that all supporting data is accurate and complete to the best of (the Contractor's) knowledge and belief, and that the claim amount accurately reflects the contract amendment for which (the Contractor) believes the Department is liable.

(The Contractor)	
By:	
(Name and Title)	
Date of Execution:	

Within thirty (30) calendar days of receipt of the Contractor's Claim Documentation, the District shall submit five (5) complete copies of its Claim Documentation to the Secretary of the Director's Claims Board. In the event that the Contractor is granted a time extension for the submission of its Claim Documentation, the District will be granted an equal time extension for submission of its Claim Documentation. At a minimum, the District's Claim Documentation must include:

1. A narrative of the disputed work or project circumstance at issue with sufficient description and information to enable understanding by a third party who has no knowledge of the dispute or familiarity with the project. This section must include the dates of the disputed work and the date of early notice. The narrative must also discuss the efforts taken to partner the dispute.
2. References to the applicable provisions of the plans, specifications, proposal, or other contract documents. Copies of the cited provisions shall be included in the claim document.
3. Response to each argument set forth by the Contractor.
4. Any counterclaims, accompanied by supporting documentation, the District wishes to assert.

5. Copies of relevant correspondence and other pertinent documents.

Within fourteen (14) calendar days of receipt of the District's Claim Documentation, the Secretary will forward one (1) complete copy to the Contractor and will schedule a hearing on the dispute. Once a hearing date has been established, both the Contractor and District shall provide the Secretary with the list of names and telephone numbers of each person who may present information at the hearing. Reasonable time, generally not to exceed 60 days, will be provided for submission and review of additional documentation by either party prior to the hearing date. However, unless otherwise permitted by the Board, the exchange of documentation and all disclosures specified in this step of the process shall be completed at least fourteen (14) calendar days prior to the hearing.

Upon request or at the Board's discretion, the Board may delay the hearing one (1) time to allow more time for review and requests for more documentation.

In the event of multiple claims, the Board may order that they be considered in a single hearing. The Board may hold this hearing after the completion of the project or until such time that it is assured that all disputes on the project have been processed through Steps 1 and 2 of the Dispute Resolution and Administrative Claim Process and these issues are before the Board.

A Director's Claim Board Hearing Panel (Panel) will hear claims on behalf of the Board. The Panel will consist of the Deputy Director of the Division of Construction Management, Deputy Director of the Division of Contract Administration, and the Deputy Director of Production Management. In addition, the Panel may have technical advisors at the hearing for assistance in reviewing the claim.

The Panel will hear the entire claim. The Contractor and District will each be allowed adequate time to present their respective positions before the Panel. The Contractor and District will each be allowed adequate time for one (1) rebuttal limited to the scope of the opposing party's presentation. The Contractor's position on the claim will be presented by executive officers of the Contractor (maximum three). The Engineer, Area Engineer or DCE will present the District's position on the claim. Additionally, each party may have an expert(s) assist in the presentation.

The Panel may, on its own initiative, request information of the Contractor in addition to that submitted for the hearing. If the Contractor fails to reasonably comply with such request, the Board may render its decision without such information.

Upon completion of the hearing and consideration of any additional information submitted upon request, the Panel will submit a written recommendation on the disposition of the claim to the Board. The Board will ratify, modify, or reject the recommendation of the Panel and render its decision within forty-five (45) calendar days of the hearing. Within thirty (30) calendar days of receipt of the Board's decision, the Contractor must either accept or reject the decision in writing. In the event the Contractor fails to do so, the Board may revoke any offers of settlement contained in the decision.

The decision of the Board is the final step of the Department's Dispute Resolution Process and may not be appealed within the Department. The Board is not bound by any offers of settlement or findings of entitlement made during Steps 1 and 2 of the Dispute Resolution Process.

Interest on Claims.

The Department shall pay interest on any amount found due on a claim, which is not paid within 30 days of the Department's receipt of the certified claim. Such interest shall be paid to the Contractor for the period beginning on the thirty-first (31st) day after the Department's receipt of the certified claim, and ending on the day that the payment of the amount due is made. Interest payments provided for in this provision shall be at the rate per calendar month that equals one-twelfth of the rate per annum prescribed by ORC 5703.47 of the Ohio Revised Code for the calendar year that includes the month for which the interest charge accrues.

Alternative Dispute Resolution (ADR).

In lieu of the Board hearing or at any time after the Board hearing, the Contractor may request that the claim proceed through the Alternative Dispute Resolution Process. The Department may agree to binding arbitration as defined by ORC 5525.23 or mediation in the manner in which those methods are practiced by the Department and allowed by law.

The Secretary will coordinate the agreement of the parties to the ADR method, the selection of a neutral third party or technical expert, and the sharing of fees of the neutral third party or technical expert equally. The Secretary will obtain a written agreement, signed by both parties, that establishes the ADR process. The neutral third party or technical expert will have complete control of the claim upon execution of the ADR agreement.

PN 417 – 07/15/2005 - DESIGN REQUIREMENTS FOR PLANT MIX PAVEMENTS (MEDIUM)

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

PN 520 – 03/01/2006 - FUEL PRICE ADJUSTMENT

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

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

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

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

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

* A Fuel Price Adjustment will only apply when the sum of all **original** contract quantities for the category meet or exceed the specified Threshold Quantity. When a Fuel Price Adjustment applies, calculate the Fuel Price Adjustment for the sum of all quantities for the category per this proposal note.

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

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

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

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

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

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

For a Price Increase:

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

For a Price Decrease:

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

Where:

Fpa = Fuel Price Adjustment

Mbp = Monthly Base Price

Cbp = Contract Base Price

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

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

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

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

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

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

calculated using the Monthly Base Price (Mbp) value for the month the change order authorizing said extra work was approved as the value for its Contract Base Price (Cbp).

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

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

PN 525 - 08/02/2004 - STEEL PRICE ADJUSTMENT

A. General: This proposal note acknowledges fluctuations in the cost of manufactured steel used in the materials defined below and placed as part of the applicable construction work in the form of a pay adjustment. This proposal note will be used in bidding documents only for as long as the price of the steel products set out below are subject to volatile spikes as determined solely by the Department. It is not the intention of the Department to make this proposal note permanent.

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

The Department will publish a monthly adjustment index for steel using data obtained from the United States Department of Labor (USDOL), Bureau of Labor Statistics (**BLS**) Producer Price Index (**PPI**), using the average of Metals and Metal Products (WPU10), Iron and Steel (WPU101), and Steel Mill Products (WPU1017). This monthly index is listed as preliminary for four (4) months after initial publication. The Engineer will use the preliminary index data to compute progressive monthly adjustments with final adjustments occurring when the BLS data is finalized or at project closeout using the preliminary data, whichever occurs earlier. The Department will publish a monthly cost basis (**CB**) for steel using data obtained on the last Wednesday of the month from the American Metal Market (**AMM**). The cost basis shall determine the raw steel material price for Steel Plate, Cut-to-length as reported for National Mills; Steel – Rod, high carbon (1050) industrial quality as reported for the United States; and Steel – Bar, Merchant Products, Reinforcing Bar, as reported for the United States by the American Metal Market.

B. Price Adjustment Criteria and Conditions: Adjustments will be made to the contract for fluctuations in the cost of steel used in the manufacture of the primary components of only the steel products listed in Table B-1:

Product Relationship Table B-1		
Steel Product (Title)	AMM Product Designation (CB)	USDOL-BLS PPI (MI, BI)
Steel Piling and stay in-place steel casing Structural Steel Structural Steel Expansion/ Contraction Joints Steel Bearing Devices Guardrail Steel Traffic Strain Poles, Supports, and Mast Arms	Steel Plate, Cut-to-length (National Mills)	Average of, Metals and Metal Products (WPU10), Iron and Steel

Steel Light Towers, Poles, and Mast Arms Sign Ground Mounted Beam Supports, Rigid Overhead Supports, and Span Wire Supports Steel Railing Corrugated Steel Pipe		(WPU101), and Steel Mill Products (WPU1017)
Prestress and Post tensioning strand	Steel – Rod, high carbon (1050) industrial quality (United States)	
Reinforcing Steel	Steel – Bar, Merchant Products, Reinforcing Bar (United States)	

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

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

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

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

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

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

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

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

Price Adjustment Calculations

The below formulas allow for a variation in steel prices without recognizing cost increases/decreases within the range of 95% to 105% of the Bidding Index (BI). The total steel price adjustment (SPA) will not be computed unless the percent **% Change** is 5% or more, increase or decrease:

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

For a Price Increase:

$$SPA = [(MI/BI) - 1.05] \times CB \times Q$$

Example: If the average PPI for the month in which the project is let is 110 and the average PPI for the month in which the steel is shipped from the mill is 165 and the Cost Basis (CB) on the last Wednesday of the month preceding the letting date is \$0.32 per pound for a quantity of 50,000 pounds, then the price adjustment increase would be calculated as follows.

$$SPA = [(165/110) - 1.05] \times 0.32 \times 50,000 = \$7,200.00 \text{ (Increase)}$$

For a Price Decrease:

$$SPA = [(MI/BI) - 0.95] \times CB \times Q$$

Example: If the average PPI for the month in which the project is let is 165 and the average PPI for the month in which the steel is shipped from the mill is 120 and the CB on the last Wednesday of the month preceding the letting date is \$0.32 per pound for a quantity of 50,000 pounds, then the price adjustment decrease would be calculated as follows.

$$SPA = [(120/165) - 0.95] \times 0.32 \times 50,000 = - \$3,563.64 \text{ (Decrease)}$$

Where:

SPA = Steel Price Adjustment

MI = Mill Shipping Index. The average of the Producer Price Indices for Metals and Metal Products (WPU10), Iron and Steel (WPU101), and Steel Mill Products (WPU1017) as reported by the United States Department of Labor, Bureau of Labor Statistics for the month the steel was shipped from the producing mill.

BI = Bidding Index. The average of the Producer Price Indices for Metals and Metal Products (WPU10), Iron and Steel (WPU101), and Steel Mill Products (WPU1017) as reported by the United States Department of Labor, Bureau of Labor Statistics for the month preceding the month in which the project is bid.

CB = Cost Basis. The Consumer Buying Price Index value for either Steel – Bar, Merchant Products, Reinforcing Bar (United States); or Steel – Rod, high carbon (1050) industrial quality (United States); or Steel Plate, Cut-to-length (National Mills) as published by the American Metal Market (AMM) on the last Wednesday of the month preceding the month in which the project is bid. The CB (Cost Basis) shall be established for the product relationships listed in Table B-1 and shall establish the raw material base price. The price shall be adjusted to dollars per pound (kg).

Q = Quantity of the steel product, pounds (kg) actually incorporated into the work as documented by the Contractor and verified by the Engineer

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

Example 1: If the average PPI for the month in which the project is let is 110 and the average PPI for the month in which the steel is shipped from the mill is 171 and the CB on the last Wednesday of the month preceding the letting date is \$0.32 per pound for a quantity of 50,000 pounds, then the price adjustment increase would be calculated as follows.

$$\% \text{ Change} = [(171/110)-1] \times 100 = 55.45\%$$

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

$$\text{SPA} = [(1.50) - 1.05] \times 0.32 \times 50,000 = \$7,200.00 \text{ (Increase)}$$

Example 2: If the average PPI for the month in which the project is let is 165 and the average PPI for the month in which the steel is shipped from the mill is 70 and the CB on the last Wednesday of the month preceding the letting date is \$0.32 per pound for a quantity of 50,000 pounds, then the price adjustment decrease would be calculated as follows.

$$\% \text{ Change} = [(70/165)-1] \times 100 = -57.58\%$$

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

$$\text{SPA} = [(0.50) - 0.95] \times 0.32 \times 50,000 = - \$7,200.00 \text{ (Decrease)}$$

D. Payment/Deductions: The price adjustment will be paid, or deducted from the Contractor's progress estimate, upon approval of a change order. The Engineer will use the preliminary BI and MI index data to compute progressive monthly adjustments with final adjustments occurring when the BLS data is finalized, (four months after initial publication) or at project closeout using the preliminary data, whichever occurs earlier.

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

Example: Reinforcing steel for a particular bridge deck was provided for in three different shipments with each having a different mill shipping date. The quantity of reinforcing steel actually incorporated into the deck was calculated and a steel price adjustment was made in a progress payment. At the conclusion of the work an error was found in the calculation of the final quantity of reinforcing steel incorporated into the deck. The quantity to be adjusted can not be directly related to any one of the three mill shipping dates. The steel price adjustment for the quantity in question would be calculated using the indices that were utilized to calculate the steel price adjustment for the quantity of reinforcing steel represented by the last initial reinforcing steel documentation package submission. The package used would be the one with the greatest sequential number.

E. Expiration of Contract Time: When steel products are shipped from the mill after expiration of contract time and liquidated damages are chargeable, steel price adjustments will be based on the MI for the month in which contract time expired.

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

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

UTILITY NOTE
Summit County - State Route 277 – Section 2.47
PID #23705
Project No. 060440

- Bidders are advised that the following utility facilities will not be cleared from the construction area at the time of award of the contract. These utility facilities shall remain in place or be relocated within the construction limits of the project as set out below.
- All station locations listed below are approximate unless otherwise stated.
- Relocations are based on the *Proposed R/W & Construction Centerline*.
- All changes to relocation work as described in the Utility Note must be approved by the ODOT Project Engineer and District Utilities Coordinator. ODOT will not be held responsible for delay claims resulting from changes made to relocation work by the utility companies and/or the State's Highway Contractor without ODOT's prior consent.
- Company work time frames **DO NOT** include Ohio Revised Code 48 hour One Call requirements.

AT & T OHIO (fka SBC)
50 West Bowery Street, 4th floor
Akron, Ohio 44308
ATTN: Sabrena Lampley-Talbert
(330) 384-8057

Ohio Edison (transmission and distribution)
1910 West Market Street, bldg 1
Akron, Ohio 44313
ATTN: Steve Vanchoff
(330) 384-4750

City of Akron
Traffic Engineering
1420 Triplett Boulevard bldg 2
Akron, Ohio 44306
ATTN: Nirmal Singh
(330) 375-2851

City of Akron (traffic)

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

Ohio Edison (overhead transmission power lines)

The Company has a 138 KV overhead transmission power line which crosses South Main Street near centerline station 48+30 and a 23 KV overhead transmission power line which crosses South Main Street near centerline station 51+60. The lines will remain in place and energized throughout the duration of this project. The Company does not anticipate any conflicts within the project limits at this time. If a conflict does arise, the State's Highway Contractor will immediately contact the Company and the ODOT Project Engineer so the proper actions can be taken to prevent delay of construction.

The States' Highway Contractor must comply with all OSHA guidelines in regards to clearances.

SBC (underground communication lines)

The Company has an existing 9 duct conduit consisting of transite material located on the outer right bay of the existing structure. The Company will remove the copper lines and replace all services with fiber optic lines once the States' Highway Contractor has placed the duct bank on the left side, in the center bay of the newly constructed portion of said bridge. Before construction, the Company will construct manholes outside of the project limits, on the left side of South Main Street, north and south of said structure, and run the necessary conduit to within 5 feet of the structure. The States' Highway Contractor will then attach said conduit to the conduit that has been placed on the bridge in the center bay as previously mentioned. Once notified by the States' Highway Contractor, the Company will begin splicing the new lines while the remaining bridge work is being completed. After the States' Highway Contractor has finished the work on the left side and shifts traffic as directed in the plan notes, the States' Highway Contractor will remove the deck and allow the Company to remove the transite material. The States' Highway Contractor will give the Company 10 calendar days to complete this work.

July 07, 2006

Project Number: 060440

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: **10/31/2007**

Unit Price Contract

FOR IMPROVING SECTION SUM-277-2.47, INTERSTATE ROUTE 277 IN THE CITY OF AKRON, SUMMIT COUNTY, OHIO, IN ACCORDANCE WITH PLANS AND SPECIFICATIONS BY REHABILITATING BRIDGE NO. SUM-277-0247 BY REPLACING THE STEEL BEAMS WITH STEEL GIRDERS AND FORMING A NEW REINFORCED CONCRETE DECK ON REHABILITATED SUBSTRUCTURE. WORK INCLUDES NEW APPROACH SLABS. (SPANS: 57'-1", 81'-6", 71', 49'-10"; ROADWAY: 67' TOE/TOE OF BARRIER), SOUTH MAIN ST. OVER IR-277.

Project Length: 0.06 Miles

Work Length: 0.14 Miles

Pavement Width: Varies

Project Number: 060440

Section 0001 ROADWAY

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0001		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0002		202E30600	CONCRETE MEDIAN REMOVED (WT: NR)	NR	SY	611.000
0003		202E38000	GUARDRAIL REMOVED (WT: NR)	NR	FT	80.000
0004		202E75200	FENCE REMOVED FOR REUSE (WT: NR)	NR	FT	20.000
0005		203E20000	EMBANKMENT (WT: 06)	06	CY	37.000
0006		204E10000	SUBGRADE COMPACTION (WT: 06)	06	SY	1,085.000
0007		606E13000	GUARDRAIL, TYPE 5 (WT: 36)	36	FT	250.000
0008		606E35000	BRIDGE TERMINAL ASSEMBLY, TYPE 1 (WT: 36)	36	EACH	4.000
0009		607E22000	FENCE REBUILT, TYPE CL (WT: NR)	NR	FT	20.000
0010		625E31320	PULL BOX, 725.07, 18"X18" (WT: NR)	NR	EACH	4.000
0011		626E00300	BARRIER REFLECTOR, TYPE A2 (WT: NR)	NR	EACH	4.000

Section 0002 EROSION CONTROL

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0012		659E00300	TOPSOIL (WT: 46)	46	CY	7.000
0013		659E10000	SEEDING AND MULCHING (WT: 46)	46	SY	62.000
0014		659E14000	REPAIR SEEDING AND MULCHING (WT: 46)	46	SY	3.000
0015		659E15000	INTER-SEEDING (WT: 46)	46	SY	3.000
0016		659E20000	COMMERCIAL FERTILIZER (WT: 46)	46	TON	0.010
0017		659E31000	LIME (WT: 46)	46	ACRE	0.010
0018		659E35000	WATER (WT: 46)	46	MGAL	0.330
0019		832E15000	STORM WATER POLLUTION PREVENTION PLAN (WT: NR)	NR	LS	1.000
0020		832E30000	EROSION CONTROL (WT: 08)	08	EACH	2,500.000

Section 0003 PAVEMENT

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0021		255E20000	FULL DEPTH PAVEMENT SAWING (WT: 15)	15	FT	939.000
0022		304E20000	AGGREGATE BASE (WT: 09)	09	CY	64.000

Section 0004 MAINTENANCE OF TRAFFIC

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0023		614E11100	LAW ENFORCEMENT OFFICER WITH PATROL CAR (WT: 39)	39	HOURL	120.000

Project Number: 060440

0024	614E12350	WORK ZONE IMPACT ATTENUATOR (WT: 39)	39	EACH	2.000
0025	614E12801	WORK ZONE RAISED PAVEMENT MARKER, AS PER PLAN (WT: 39)	39	EACH	1,596.000
0026	614E13302	BARRIER REFLECTOR, TYPE B2 (WT: NR)	NR	EACH	28.000
0027	614E13360	OBJECT MARKER, TWO WAY (WT: NR)	NR	EACH	28.000
0028	614E18601	PORTABLE CHANGEABLE MESSAGE SIGN, AS PER PLAN (WT: 39)	39	SNMT	40.000
0029	614E20200	WORK ZONE LANE LINE, CLASS I, 740.06, TYPE I (WT: 39)	39	MILE	5.370
0030	614E21000	WORK ZONE CENTER LINE, CLASS I (WT: 39)	39	MILE	0.060
0031	614E21200	WORK ZONE CENTER LINE, CLASS I, 740.06, TYPE I (WT: 39)	39	MILE	0.050
0032	614E22000	WORK ZONE EDGE LINE, CLASS I(WHITE) (WT: 39)	39	MILE	0.180
0033	614E22000	WORK ZONE EDGE LINE, CLASS I(YELLOW) (WT: 39)	39	MILE	0.870
0034	614E22200	WORK ZONE EDGE LINE, CLASS I, 740.06, TYPE I(WHITE) (WT: 39)	39	MILE	2.910
0035	614E22200	WORK ZONE EDGE LINE, CLASS I, 740.06, TYPE I(YELLOW) (WT: 39)	39	MILE	2.160
0036	614E23400	WORK ZONE CHANNELIZING LINE, CLASS I, 740.06, TYPE I (WT: 39)	39	FT	2,852.000
0037	615E20000	PAVEMENT FOR MAINTAINING TRAFFIC, CLASS A (WT: 10)	10	SY	702.000
0038	615E35001	PAVEMENT FOR MAINTAINING TRAFFIC, AS PER PLAN (WT: 10)	10	SY	153.000
0039	622E40020	PORTABLE CONCRETE BARRIER, 32" (WT: 39)	39	FT	1,020.000
0040	622E40040	PORTABLE CONCRETE BARRIER, 32", BRIDGE MOUNTED (WT: 39)	39	FT	264.000

Section 0005 STRUCTURE OVER 20 FOOT SPAN BRIDGE NO. SUM-277-0247

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0041		202E11203	PORTIONS OF STRUCTURE REMOVED, OVER 20 FOOT SPAN, AS PER PLAN (WT: 19)	19	LS	1.000
0042		202E22900	APPROACH SLAB REMOVED (WT: NR)	NR	SY	312.000
0043		503E11101	COFFERDAMS, CRIBS AND SHEETING, AS PER PLAN (WT: 21)	21	LS	1.000
0044		503E21100	UNCLASSIFIED EXCAVATION (WT: 21)	21	CY	336.000
0045		509E10001	EPOXY COATED REINFORCING STEEL, AS PER PLAN (WT: 23)	23	LB	181,887.000
0046		510E10000	DOWEL HOLES WITH NONSHRINK, NONMETALLIC GROUT (WT: 21)	21	EACH	804.000
0047		511E43200	CLASS C CONCRETE, PIER (WT: 21)	21	CY	39.000
0048		511E45700	CLASS C CONCRETE, ABUTMENT (WT: 21)	21	CY	90.000
0049		511E51001	CLASS HP CONCRETE, SUPERSTRUCTURE, AS PER PLAN (WT: 21)	21	CY	566.000
0050		511E52000	CLASS HP CONCRETE, TEST SLAB (WT: 21)	21	LS	1.000
0051		512E10101	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE), AS PER PLAN (WT: NR)	NR	SY	1,320.000
0052		513E10280	STRUCTURAL STEEL MEMBERS, LEVEL 4 (WT: 24)	24	LB	307,520.000
0053		513E20000	WELDED STUD SHEAR CONNECTORS (WT: 25)	25	EACH	5,280.000
0054		516E13600	1" PREFORMED EXPANSION JOINT FILLER (WT: 21)	21	SF	3.000

Project Number: 060440

0055		516E13900	2" PREFORMED EXPANSION JOINT FILLER (WT: 21)	21	SF	62.000
0056		516E14021	SEMI-INTEGRAL ABUTMENT EXPANSION JOINT SEAL, AS PER PLAN (WT: 21)	21	FT	173.000
0057		516E44000	ELASTOMERIC BEARING WITH INTERNAL LAMINATES AND LOAD PLATE (NEOPRENE), (15-1/4"X15-1/4"X1-3/4" BEARING WITH 16-1/4"X16-1/4"X1-1/2" LOAD PLATE) (WT: 21)	21	EACH	24.000
0058		516E44100	ELASTOMERIC BEARING WITH INTERNAL LAMINATES AND LOAD PLATE (NEOPRENE), (12"X9-1/2"X2-11/16" BEARING WITH 13"X 11-1/2"X1" LOAD PLATE) (WT: 21)	21	EACH	16.000
0059		517E73200	RAILING (DEFLECTOR PARAPET TYPE) (WT: 21)	21	FT	524.000
0060		518E21230	POROUS BACKFILL WITH FILTER FABRIC (WT: 21)	21	LS	1.000
0061		518E40000	6" PERFORATED CORRUGATED PLASTIC PIPE (WT: 21)	21	FT	175.000
0062		518E40011	6" NON-PERFORATED CORRUGATED PLASTIC PIPE, INCLUDING SPECIALS, AS PER PLAN (WT: 21)	21	FT	50.000
0063		526E25001	REINFORCED CONCRETE APPROACH SLABS (T=15"), AS PER PLAN (WT: 20)	20	SY	378.000
0064		601E20000	CRUSHED AGGREGATE SLOPE PROTECTION (WT: 35)	35	SY	30.000
0065		625E25403	CONDUIT, 2", 725.05, AS PER PLAN (WT: NR)	NR	FT	622.000
0066		625E25930	CONDUIT, MISC.:CONDUIT SUPPORTS ON BRIDGE (WT: NR)	NR	EACH	25.000
0067		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	15.000
0068		630E80100	SIGN, FLAT SHEET (WT: 42)	42	SF	2.000
0069		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	15.000
0070		885E00060	FIELD PAINTING STRUCTURAL STEEL, INTERMEDIATE COAT, WITH WARRANTY (WT: 26)	26	SF	22,109.000
0071		885E00067	FIELD PAINTING STRUCTURAL STEEL, FINISH COAT, WITH WARRANTY, AS PER PLAN (WT: 26)	26	SF	22,109.000
0072		885E10000	FINAL INSPECTION REPAIR (WT: 26)	26	EACH	22.000

Section 0006 INCIDENTALS

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0073		103E05000	PREMIUM FOR CONTRACT PERFORMANCE BOND AND FOR PAYMENT BOND (WT: NR)	NR	LS	1.000
0074		108E10000	SPECIAL - CPM PROGRESS SCHEDULE (WT: NR)	NR	LS	1.000
0075		614E11000	MAINTAINING TRAFFIC (WT: 39)	39	LS	1.000
0076		619E16010	FIELD OFFICE, TYPE B (WT: NR)	NR	MNTH	10.000
0077		623E10000	CONSTRUCTION LAYOUT STAKES (WT: NR)	NR	LS	1.000
0078		624E10000	MOBILIZATION (WT: NR)	NR	LS	1.000

SUMMIT COUNTY

PORTAGE & SUMMIT

	Rates	Fringes
Bricklayer.....	\$ 27.42	9.55

PORTAGE & SUMMIT

	Rates	Fringes
Stonemason.....	\$ 26.47	7.05

MEDINA, PORTAGE & SUMMIT

	Rates	Fringes
Carpenter.....	\$ 25.86	10.55

ASHLAND, ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE,
LORAIN, MEDINA, PORTAGE, RICHLAND & SUMMIT

	Rates	Fringes
Diver, Wet.....	\$ 39.45	11.77
Piledrivermen; Diver, Dry.....	\$ 26.30	11.77

DIVERS - 8 HOURS' PAY MINIMUM

BELMONT, CARROLL, HARRISON, HOLMES, JEFFERSON, MEDINA, PORTAGE,
STARK, SUMMIT & WAYNE

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 21.69	6.21
Groundman.....	\$ 15.67	5.10
Lineman.....	\$ 24.10	6.66

MEDINA (Brunswick, Chatham, Granger, Guilford, Harrisville,
Hinckley, Homer, Lafayette, Medina, Montville, Sharon, Spencer,
Wadsworth, Westfield & York Townships), PORTAGE (Atwater,
Aurora, Brimfield, Deerfield, Franklin, Mantua, Randolph,
Ravenna, Rootstown, Shalersville, Streetsboro & Suffield
Townships), SUMMIT & WAYNE (Baughman, Canaan, Chester,
Chippewa, Congress, Green, Milton, & Wayne Townships)

	Rates	Fringes
Cable splicer.....	\$ 31.32	4.5%+10.75
Electrician.....	\$ 29.00	4.5%+10.75

ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA,
 PORTAGE & SUMMIT

	Rates	Fringes
Operating Engineer		
GROUP 1.....	\$ 28.83	9.31
GROUP 2.....	\$ 28.73	9.31
GROUP 3.....	\$ 27.69	9.31
GROUP 4.....	\$ 26.47	9.31
GROUP 5.....	\$ 21.18	9.31
MASTER MECHANIC.....	\$ 29.08	9.31

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Horizontal Directional Drill (over 500,000 ft. lbs. thrust); Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; & Wheel Excavator

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Hydro Milling Machine; Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); & Vermeer type Concrete Saw

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer; Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); & Welding Machines

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway) except Masonry; Finishing Machine; Fireperson, Floating Equipment (all types); Fork Lift (highway); Form Trencher; Hydro Hammer; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); & Vibratory Compactor with Integral Power

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum
 Fireperson (Asphalt); Generator; Masonry Fork Lift;
 Inboard-Outboard Motor Boat Launch; Masonry Fork Lift; Oil
 Heater (asphalt plant); Oiler; Power Driven Heater; Power
 Sweeper & Scrubber; Pump (under 4" discharge);
 Signalperson; Tire Repairperson; & VAC/ALLS

ASHTABULA (North of Route 6, starting at the Geauga County
 Line, proceeding east to State Route 45), CUYAHOGA, ERIE
 (Eastern 2/3), GEAUGA, HURON (East of a line drawn from the
 north border through Monroeville & Willard), LAKE, LORAIN,
 MEDINA (North of Old Rte. #224), PORTAGE (West of a line from
 Middlefield to Shalersville to Deerfield) & SUMMIT (North of
 Old Rte. #224, including city limits of Barberton)

	Rates	Fringes
Ironworker		
Ornamental; Reinforcing &		
Structural.....	\$ 26.50	16.03

ASHLAND, CARROLL, COLUMBIANA (W. of a line from Damascus to
 Highlandtown), COSHOCTON (E. of a line beginning at NW Co. line
 going through Walhonding & Tunnel Hill to the South Co. line),
 HOLMES, HURON (S. of Old Rte. #224), MAHONING (S. of Old Rte.
 #224), MEDINA (S. of Old Rte. #224), PORTAGE (S. of Old Rte.
 #224), RICHLAND, STARK, SUMMIT (S. of Old Rte. #224, Excluding
 city limits of Barberton), TUSCARAWAS, & WAYNE

	Rates	Fringes
Ironworkers:Structural,		
Ornamental and Reinforcing....	\$ 20.76	12.92

Rates Fringes

Laborer

ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES		
GROUP 1.....	\$ 23.40	6.55
GROUP 2.....	\$ 23.57	6.55
GROUP 3.....	\$ 23.90	6.55
GROUP 4.....	\$ 24.35	6.55
CUYAHOGA AND GEAUGA COUNTIES ONLY: SEWAGE PLANTS, WASTE PLANTS AND WATER TREATMENT FACILITIES CONSTRUCTION.....		
	\$ 26.01	6.55
CUYAHOGA, GEAUGA & LAKE COUNTIES		
GROUP 1.....	\$ 24.63	6.55
GROUP 2.....	\$ 24.80	6.55
GROUP 3.....	\$ 25.13	6.55
GROUP 4.....	\$ 25.58	6.55
REMAINING COUNTIES OF OHIO		
GROUP 1.....	\$ 22.97	6.55
GROUP 2.....	\$ 23.14	6.55
GROUP 3.....	\$ 23.47	6.55
GROUP 4.....	\$ 23.92	6.55

LABORER CLASSIFICATIONS

GROUP 1 - Asphalt Laborer; Carpenter Tender; Concrete Curing Applicator; Dump Man (Batch Truck); Guardrail and Fence Installer; Joint Setter; Laborer (Construction); Landscape Laborer; Mesh Handlers & Placer; Right-of-way Laborer; Riprap Laborer & Grouter; Scaffold Erector; Seal Coating; Surface Treatment or Road Mix Laborer; Sign Installer; Slurry Seal; Utility Man; Bridge Man; Handyman; Waterproofing Laborer; Flagperson; Hazardous Waste (level D); Diver Tender; Zone Person & Traffic Control

GROUP 2 - Skid Steer; Asphalt Raker; Concrete Puddler; Kettle Man Pipeline); Machine Driven Tools (Gas, Electric, Air); Mason Tender; Brick Paver; Mortar Mixer; Power Buggy or Power Wheelbarrow; Sheeting & Shoring Man; Surface Grinder Man; Plastic Fusing Machine Operator; Pug Mill Operator; & Vacuum Devices (wet or dry); Rodding Machine Operator; Diver; Screwman or Paver; Screed Person; Water Blast, Hand Held Wand; Pumps 4" & Under (Gas, Air or Electric) & Hazardous Waste (level C); Air Track and Wagon Drill; Bottom Person; Cofferdam (below 25 ft. deep); Concrete Saw Person; Cutting with Burning Torch; Form Setter; Hand Spiker (Railroad); Pipelayer; Tunnel Laborer (without air) & Caisson; Underground Person (working in Sewer and Waterline, Cleaning, Repairing & Reconditioning); Sandblaster Nozzle Person; & Hazardous Waste (level B)

GROUP 3 - Blaster; Mucker; Powder Person; Top Lander; Wrencher (Mechanical Joints & Utility Pipeline); Yarnner; Hazardous Waste (level A); Concrete Specialist; Concrete Crew in Tunnels (With Air-pressurized - \$1.00 premium); Curb Setter & Cutter; Grade Checker; Utility Pipeline Tapper; Waterline; and Caulker

GROUP 4 - Miner (With Air-pressurized - \$1.00 premium); & Gunite Nozzle Person

SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING.

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. of the East-West Turnpike) & SUMMIT (N. of the East-West Turnpike)

	Rates	Fringes
Painter		
COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS		
GROUP 1.....	\$ 25.74	9.87
GROUP 2.....	\$ 26.14	9.87
GROUP 3.....	\$ 26.44	9.87
GROUP 4.....	\$ 27.44	9.87
COMMERCIAL REPAINT		
GROUP 1.....	\$ 24.24	9.87
GROUP 2.....	\$ 24.64	9.87
GROUP 3.....	\$ 24.94	9.87
PAINTER CLASSIFICATIONS - COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS		
GROUP 1 - Brush; & Roller		
GROUP 2 - Sandblasting & Buffing		
GROUP 3 - Spray Painting; Closed Steel Above 55 feet; Bridges & Open Structural Steel; Tanks - Water Towers; Bridge Painters; Bridge Riggers; Containment Builders		
GROUP 4 - Bridge Blaster		
PAINTER CLASSIFICATIONS - COMMERCIAL REPAINT		
GROUP 1 - Brush; & Roller		
GROUP 2 - Sandblasting & Buffing		
GROUP 3 - Spray Painting		

MEDINA, PORTAGE (Up to & including the Ohio Turnpike) & SUMMIT
(Up to & including the Ohio Turnpike)

	Rates	Fringes
Painter		
GROUP 1.....	\$ 22.64	7.68
GROUP 2.....	\$ 23.29	7.68
GROUP 3.....	\$ 23.39	7.68
GROUP 4.....	\$ 23.49	7.68
GROUP 5.....	\$ 23.89	7.68
PAINTER CLASSIFICATIONS		
GROUP 1 - Brush; & Roller		
GROUP 2 - Epoxy Application		
GROUP 3 - Swing Scaffold; Bosum Chair; Window Jack; Night Rate		
GROUP 4 - Spray Gun Operator of Any and All Coatings		
GROUP 5 - Sandblast; Standpipes, etc. from Scaffolds; Bridge Work and/or Open Structural Steel; Standpipes & Water Towers; Synthetic Exterior Coatings; Lead Abatement & Asbestos Removal		

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, MEDINA (N. of Rte. #18 &
Smith Road) & SUMMIT (N. of Rte. #303, including the corporate
limits of the city of Hudson)

	Rates	Fringes
Plumber.....	\$ 30.75	15.70

	Rates	Fringes
Pipefitter.....	\$ 31.67	14.61

MEDINA (Rte. #18 from eastern edge of Medina Co., west to eastern corporate limits of the city of Medina, & on the county road from the west corporate limits of Medina running due west to and through community of Risley to the western edge of Medina County - All territory south of this line), PORTAGE & SUMMIT (S. of Rte. #303)

	Rates	Fringes
Plumber and Steamfitter.....	\$ 28.76	14.41

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
Truck Driver		
GROUP 1.....	\$ 21.04	9.02
GROUP 2.....	\$ 21.46	9.02

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Asphalt Distributor; Batch; 4- Wheel Service; 4-Wheel Dump; Oil Distributor & Tandem

GROUP 2 - Tractor-Trailer Combination: Fuel; Pole Trailer; Ready Mix; Semi-Tractor; & Asphalt Oil Spraybar Man When Operated From Cab; 5 Axles & Over; Belly Dump; End Dump; Articulated Dump; Heavy Duty Equipment; Low Boy; & Truck Mechanic
