

Project Number: 160498

PID #: 81637

Contract ID: MAH81637

DBE Goal: 7.0%

Mahoning
IR 76/IR 80-00.00/VAR

E130(385)

FOUR LANE RESURFACING

Work Type Percentage Performed by Prime: 50

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

PROPOSAL

STATE OF OHIO

DEPARTMENT OF TRANSPORTATION

Jerry Wray, Director

September 8, 2016

Submitted by _____

Bidder Id _____

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PN 019 – 01/20/2016 - PREPARATION OF PROPOSAL

ELECTRONIC BIDDING REQUIREMENTS

The Department uses the Bid Express website (<http://www.bidx.com>) as an official repository for electronic bid submittal. Bidders must prepare their bids electronically using Project Bids 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 Project Bids 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, Project Bids (EBSX) 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 Bid Acknowledgement section of the Project Bids (EBSX) 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 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 Project Bids (EBSX) 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 Project Bids file.

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

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

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

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

PN 007 - 10/15/2004 - TRUCK LEASING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The New Hire Definition is as follows:

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

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

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

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

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

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

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

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

PN 029 – 09/08/2015– ONTHEJOB TRAINING (OJT) PROVISIONS

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

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

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

The Contractor is not required to have a specific number of trainees assigned to this project. The Contractor will endeavor to meet ODOT's annual workforce goal of 7.6% for OJT trainees. The number of trainees will be distributed among the work classifications on the basis of the Contractor's needs and the availability of the journey persons in the various classifications. The Contractor will be credited for each trainee employed by him or her who is currently enrolled or becomes enrolled in an approved program.

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

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

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

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

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

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

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

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

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

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

1. GENERAL

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

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

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

2. EQUAL EMPLOYMENT OPPORTUNITY POLICY

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

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

3. EQUAL EMPLOYMENT OPPORTUNITY OFFICE

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

4. DISSEMINATION OF POLICY

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

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

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

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

b. In order to make the contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will 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 – 02/22/2016 - PROMPT PAYMENT

The Code of Federal Regulations (CFR) 49, 26.29 requires that ODOT establish a mechanism to monitor Prompt Payment requirements to all subcontractors.

The Prime Contractor shall notify the Department that it has complied with the Prompt Payment requirements set forth in Construction and Materials Specification 107.21 utilizing the Civil Rights and Labor (CRL) System. The Prime Contractor will enter subcontractor payments within 10 calendar days of payment from ODOT.

CRL Requirements with interactive training guides can be found at <http://transportation.ohio.gov/crl/> under "Ohio DOT Reference Materials"

The affirmation of compliance shall include the following information:

- 1.) The name of the subcontractor or supplier that was paid;
- 2.) The dollar amount of the payment to the subcontractor or supplier;
- 3.) The date the subcontractor/supplier was paid.

Subcontractors or suppliers will affirm the payment was made in the CRL system, on the date and in the amount listed in the affirmation. The Prime Contractor shall include this affirmation requirement in all subcontractor and supplier contracts that it enters into and further require that all subcontractors and suppliers place the same payment obligation in each of their lower tier contracts.

PN 046 - 10/15/2004 - SUBCONTRACT AGREEMENTS

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

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

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

DBE UTILIZATION PLAN

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

The DBE Utilization Plan shall include the following information:

- 1) The names and addresses of the certified DBE firm(s) that will be used to meet the DBE goal;

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

DBE AFFIRMATION

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

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

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

DBE BIDDERS

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

JOINT VENTURES

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

submission of the Joint Venture's bid as the Certified DBE Firm/Joint Venture Partner's confirmation that it is participating in the contract.

GOOD FAITH EFFORTS (GFEs)

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

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

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

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

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

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

ADMINISTRATIVE RECONSIDERATION

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

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

ODOT will send the Apparent Low Bidder a written decision on reconsideration explaining the basis for finding that the Apparent Low Bidder did or did not meet the goal or make adequate good faith efforts to

do so. The result of the reconsideration process is not administratively appealable to the United States Department of Transportation.

TERMINATION OR REPLACEMENT OF A DBE

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

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

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

GOOD CAUSE

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

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

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

REPLACEMENT

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

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

WRITTEN NOTICE TO DBE

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

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

GOAL ATTAINMENT POST AWARD

The Awarded Contractor shall make available upon request a copy of all DBE subcontracts. The Awarded Contractor shall ensure that all subcontracts or agreements with DBEs require that the subcontract and all lower tier subcontractors be performed in accordance with this Proposal Note.

Approval of a DBE Utilization Plan does not ensure approval of C-92 Requests to Sublet nor does approval of a DBE Utilization Plan indicate that the DBE goal has been met. ODOT will monitor goal attainment throughout the life of the project. It is the responsibility of the Awarded Contractor to advise ODOT of any changes to the DBE Utilization plan throughout the life of the project.

SANCTIONS AND ADMINISTRATIVE REMEDIES

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

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

Failure by the Apparent Low Bidder and/or Awarded Contractor to carry out the requirements of this Proposal Note is a material breach of the contract and may result in the termination of the contract or

other remedies available by law including suspension and/or revocation of a contractor's prequalification and/or debarment.

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

- 1) The magnitude and the type of offense;
- 2) The degree of the Contractor's culpability;
- 3) Any steps taken by the Contractor to rectify or mitigate the situation;
- 4) The Contractor's record of performance on other projects;
- 5) Evidence that the Contractor falsified, misrepresented, or withheld information;
- 6) Repeated failure to adhere to the requirements of this Proposal Note.

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

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

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

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

Work Type Code	Work Type Description	Work Type Code	Work Type Description
1	Clearing & Grubbing	29	Structure Repairs
2	Building Removal	30	Hydrodemolition
3	Gas, Oil, Water Well Abandonments	31	Structural Steel Repairs
4	Roadway Excavation & Embankment Construction	32	Heat Straightening
5	Major Roadway Excavations	33	Tieback Installation
6	Incidental Grading	34	Earth Retaining Structures
7	Soil Stabilization	35	Drainage (Culverts, Misc.)
8	Temporary Soil Erosion & Sediment Control	36	Guardrail / Attenuators
9	Aggregate Bases	37	Fence
10	Flexible Paving	38	Misc. Concrete
11	Apply Bituminous Treatments	39	Maintenance of Traffic
12	Rigid Paving	40	Waterproofing
13	Pavement Planning, Milling, Scarification	41	Raised Pavement Markers
14	Concrete Texturing	42	Signing

15	Sawing	43	Highway Lighting
16	Flexible Replacement	44	Traffic Signals - Standard
17	Rigid Pavement Replacement	45	Pavement Markings
18	Pavement Rubblizing, Breaking, Pulverizing	46	Landscaping
19	Structure Removal	47	Mowing
20	Level 1 Bridge	48	Trucking
21	Level 2 Bridge	49	Herbicidal Spraying
22	Level 3 Bridge	50	Railroad Track Construction
23	Reinforcing Steel	51	Micro Tunneling
24	Structural Steel Erection	52	Tunneling
25	Stud Welding	53	Piling
26	Structural Steel Painting	54	Post-Tensioning Bridge Members
27	Expansion & Contraction Joints, Joint sealers, Bearing Devices	55	Fiber Optic Cable Installation, Splicing, Termination and Testing – Traffic Signal System
28	Caissons / Drilled Shafts	56	Fiber Optic Cable Installation, Splicing, Termination and Testing – Intelligent Transportation System
		57	Sealing of Concrete Surfaces with Epoxy or Non-Epoxy Sealers

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

- 1.) Has there been an initial decision in the matter? This can be:
- an existing published wage determination
 - a survey underlying a wage determination
 - a Wage and Hour Division letter setting forth a position on a wage determination matter
 - a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

PN 061 – 01/20/2016 -WAGE SCALE ON ALL FEDERAL-AID PROJECTS

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

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

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

<http://www.wdol.gov/wdol/scafiles/archive/davisbacon/2016/oh2.r16>

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

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

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

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

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

The Contractor (both prime and sub) shall submit via the Department Civil Rights & Labor System (CRL), certified payrolls each week beginning three weeks after the start of work. The Department will not accept payrolls not uploaded via CRL (no handwritten payrolls). These payrolls shall include but not limited to 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 contract ID and pay week dates.
4. Signature of an authorized company representative will be done online through CRL.

CRL Requirements with interactive training guides can be found at <http://transportation.ohio.gov/crl/>.

Additionally, a copy of the "Apprentice Certification" obtained from the Ohio State Apprenticeship Council, must accompany all certified payrolls submitted for all apprentices working on this project. Instructions for attaching the apprenticeship certificate can also be found at <http://transportation.ohio.gov/crl/> under Attaching the Apprenticeship Certificate.

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

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

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

1. The prospective bidder certifies, by signing and submitting this bid proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement,

and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective bidder also agrees by submitting his or her bid proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

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

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

REPORTING BID RIGGING

To report bid rigging activities call:

1-800-424-9071

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

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

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

501.05.B.2

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

PN 420 - 07/18/2014 - SURFACE SMOOTHNESS REQUIREMENTS FOR PAVEMENTS

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

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

MATERIALS AND EQUIPMENT: Provide smoothness measuring equipment conforming to Supplement 1058. Furnish the Department's approval letter of the profiler and the operator to the Engineer. The Engineer will verify the smoothness measuring equipment conforms to Supplement 1058. The Engineer will complete the Smoothness Profiler Verification Report found in Supplement 1058, Appendix A, to document profiler calibration prior to measurement. The Engineer will verify the profile operator's certification against the operator list posted on the Office of Technical Services webpage. Furnish equipment meeting the requirements of C&MS 257.02 for performing corrective diamond grinding.

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

Do not perform any surface smoothness measurements until the pavement has cured sufficiently to allow measuring without damaging the pavement. When the pavement will not support the profiler on the next working day, notify the Engineer and inform the Engineer when the profile will be run. Provide the Engineer at least 24 hours' notice prior to performing any measurements. Do not take measurements until project site verification is demonstrated to the Engineer per Supplement 1058.

Develop an International Roughness Index (IRI) according to ASTM E 1926 for each 0.1-mile (0.16 km) section. Submit two copies of the summary report from ProVAL conforming to Supplement 1110 and two

electronic copies of all longitudinal pavement profiles in ProVAL compatible format to the Engineer. The Engineer will submit one copy of the summary report and one electronic copy of the profiles to the Office of Technical Services.

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

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

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

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

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

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

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

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

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

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

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

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

(1) Corrective work required

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

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

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

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

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

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

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

The Department will pay for exempted corrections according to 109.04

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

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

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

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

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

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

and Pavements	Method of Measurement and Basis of Payment. Threshold Quantity* = 1,200 c.y. (917 c.m.)	451, 526, 888, 896	452, 884, 898	cubic yard (Gallons per cubic meter)	(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, 842, 893, 894, 898	524, 892, 898	Gallons per cubic yard (Gallons per cubic meter)	4.00 (5.23)

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

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

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

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

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

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

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

For a Price Increase:

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

For a Price Decrease:

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

Where:

Fpa = Fuel Price Adjustment

Mbp = Monthly Base Price

Cbp = Contract Base Price

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

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

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

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

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

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

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

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

PN 534- 04/17/2015 - Asphalt Binder Price Adjustment

A. Eligibility

If the Department's asphalt binder index has increased or decreased in excess of 10%, asphalt concrete may be eligible for a price adjustment. The total price adjustment must be more than \$800.

B. Price Adjustment Criteria and Conditions:

The Department will establish and publish the asphalt binder Bidding Index (BI) and Placing Index (PI) for each month of each calendar year. The asphalt binder indexes will be posted on the Department's website.

The Department will establish the asphalt binder indexes based on the data provided in the Poten & Partners, Inc., Asphalt Weekly Monitor® (AWM) (<http://www.poten.com/copyright.asp>).

The Department will use the selling price for PG 64-22 paving grade asphalt from the Midwest/Mid-continent Markets of Illinois/Michigan/Ohio/Indiana/Kentucky for the Ohio cities/areas listed. The Department will average the Ohio cities/areas low and high selling prices as published in the last weekly publishing period of each month that includes the last Friday of the month to calculate the BI and PI. The calculated asphalt binder BI will be posted by the Department as the index for the following month. The calculated asphalt binder PI will be posted by the Department as the index for the current month.

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

C. Price Adjustment Calculations

If the ratio of the PI to the BI is greater than 1.10 or less than 0.90, the Department will adjust the compensation the contractor receives for eligible quantities of asphalt concrete. The adjustment is based on the bid month and the month of asphalt concrete placement. The adjustment will apply to the price for asphalt binder used in eligible asphalt concrete quantities according to the following formula:

For a price increase:

$$PA = \left(\frac{PI}{BI} - 1.10 \right) \times C \times Q$$

For a price decrease:

$$PA = \left(\frac{PI}{BI} - 0.90 \right) \times C \times Q$$

Where:

PA = Price Adjustment

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

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

C = BI x percent virgin asphalt binder / 100

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

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

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

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

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

D. Extra Work/Force Account:

When new asphalt concrete pay items are added to the contract as Extra Work, in accordance with the provisions of C&MS Section 109.05, no price adjustments will be made.

UTILITY NOTE

**Mahoning County – Interstate Routes 76 / 80 – Sections 0.00 / VAR
PID #81637
January 14, 2016**

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

*****NOTE***All aerial and underground relocation work shall be completed no later than September 8, 2016, except as stated herein.**

Ohio Edison

The Company has facilities within the project limits as shown on the plans. The maximum operating voltage for the distribution lines at each structure are as follows:

Route	Cross Street	Lat.	Long.	Max Operating Voltage
I-76	Under Grandview Dr.	41 06 00	80 59 22	13.1 kV
I-76	Under NE River Rd.	41 06 03	80 58 16	13.1kV
I-76	Under Bailey Rd.	41 06 25	80 53 15	13.1kV
I-80	Over Lipkey Rd.	41 06 40	80 49 24	8.8kV
I-80	Over Turner Rd.	41 07 13	80 47 36	24.2kV
I-80	Over Ohltown Rd.	41 07 25	80 46 53	8.8kV

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

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

AT&T

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

Access Cable

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

Armstrong Cable

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

CenturyLink

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

Time Warner Cable

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

Windstream

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

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

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

Buckeye Partners, L.P. (Gas)

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

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

Cobra Pipeline Co., LTD (Gas)

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

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

Dominion East Ohio Gas

The Company has facilities within the project limits as shown on the plans. The Company has a facilities on Structure MAH-76-0067 (Grandview Dr.) next to beam line #1. The gas line will require protection by the State's Contractor during the structure work.

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

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

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

Utility Note prepared by Matthew Steele

**MAHONING COUNTY
MAH-76/80-0.00/VAR, PID 81637**

**Norfolk Southern Pittsburgh Division
Lordstown Secondary MP RZ-18.87**

SPECIAL CLAUSES IN THE PROPOSAL

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

1. To cooperate at all times with the local officials of the railroad company.
2. To use all reasonable care and diligence in the work in order to avoid accidents, damage or unnecessary delay to, or interference with the trains and other property of the railroad company.
3. To conduct his work in a manner satisfactory to the Chief Engineer of the railroad company or his authorized representative, to perform his work in such manner and at such time as not to unnecessarily interfere with the movements of trains or railroad traffic, and to hold his work at all times open to inspection of railroad company inspectors.
4. To cooperate with a public utility, railroad or other organizations having occasion to do work on or in connection with the improvement.
5. To avoid unnecessary use of railroad property without written permission of the railroad company and to leave railroad roadbed and property in a condition acceptable to the Chief Engineer of the railroad company.
6. To execute a bond conditioned according to Section 5525.16 of the Revised Code of Ohio, in favor of the State of Ohio, and further to carry insurance of the kinds and amounts as delineated on pgs. E19-E26 in the railroad's 'Special Provisions for Protection of Railway Interest' (attached).

The number of trains operating at this location is estimated to be:

0 Passenger trains per day @ a maximum authorized operating speed of ___ miles per day.

2 Freight trains per day @ a maximum authorized operating speed of 10 miles per day.

- Norfolk Southern does not accept electronic submissions of insurance policies; they must be mailed as directed in section 14.E of the attached Norfolk Southern 'Special Provisions for Protection of Railway Interest'. The original railroad protective policy must be sent to Norfolk Southern.
- Contractors should submit their insurance to Norfolk Southern at least 30-45 days prior to their anticipated start date.
- It is recommended that the insurance is mailed overnight, with tracking.
- Allow two (2) weeks from the day that Norfolk Southern receives your submission for approval or denial.

- Including the NS file number on the cover page of the insurance transmittal will aid in quickly identifying the project for which the submission has been made. However, do not include milepost data or DOT #'s in the actual policy.
- Contractors should simultaneously submit their insurance policy to Norfolk Southern and the Department

(a) General Insurance Requirements

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

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

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

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

J.N. Carter, Jr., Chief Engineer
 Bridges and Structures
 Norfolk Southern Corporation
 1200 Peachtree Street, N.E.
 Atlanta, GA 30309
 Attn: E.W. Chambers
 Telephone: (404) 529-1436

All email correspondence should include (at a minimum) either the ODOT Project Identification (PID) Number, and/or the NS File Number in the Subject line for ease of reference.

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

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

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

8. To pay the railroad or owning company for any changes, requested for his convenience, to railroad property, facilities, wire, fiber optic and/or pipe lines other than shown on the plans for the project.
9. If at any time the contractor desires a temporary crossing of the railroad's tracks, he shall make a request for a temporary crossing from the railroad. If approved, he shall arrange with the railroad company, execute its regular form of private grade crossing agreement covering the crossing desired, paying any fees directly to the railroad necessary for construction, maintenance, removal, protection and other costs associated with the temporary crossing – See attached NS 'Private Road Crossing Application'

Contractor should be aware that submittal, review and approval of a temporary crossing application may take anywhere from 8-12 weeks after submittal of the application to the railroad, and Contractor should account for this in his construction schedule.

10. Methods and procedures for performing work on property of Norfolk Southern Railway Company, including temporary crossing applications, must be approved by:

E.W. Chambers
Norfolk Southern Corporation
Engineer – Public Improvements
1200 Peachtree Street N.E.
Atlanta, GA. 30309
404-529-1436
eldridge.chambers@nscorp.com

AUTHORITY OF RAILROAD ENGINEER AND STATE ENGINEER

The authorized representative of the Railroad company, hereinafter referred to as the Railroad Engineer, shall have final authority in all matters affecting the safe maintenance of railroad traffic of his company including the adequacy of the foundations and structures supporting the railroad tracks.

NOTICE OF STARTING WORK

- A. The Contractor shall not commence any work on Railroad right of way until he has complied with the following conditions:
 1. Give the Railroad Engineer at least ten working day advance written notice, with copy to the Engineer, of the date he proposes to begin work on railroad right of way. Said notice shall be sent to Mr. J.N. Carter, Jr., Chief Engineer, Bridges and Structures, Norfolk Southern Corporation, 1200 Peachtree Street, N.E., Atlanta, Georgia 30309 – Attn. EW Chambers
 2. Obtained written authorization from the Railroad Engineer to begin work on Railroad right of way.
 3. Obtained written approval from the Railroad of the Railroad Protective Liability Policy of Insurance.
- B. The Railroad Engineer's written authorization to proceed shall include the names, addresses, and telephone numbers of the railroad's local representatives who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility shall be specified.

FLAGGING SERVICE

A. WHEN REQUIRED

Under the terms of the Agreement between the Department and the Railroad, the Railroad has the sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such flagging services will be whenever the Contractor's men or equipment are, or are likely to be, working on the Railroad's right of way and is across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a railroad track structure, railroad roadbed or the track surface and alignment of any track to such an extent that the movement of trains must be controlled. Normally the Railroad will assign one flagger to a project; but in some cases, more than one may be necessary. However, if the contractor works within distances that violate instructions given by the Railroad's local representative, or performs work that has not been scheduled with the Railroad's local representative, additional flaggers may be required full time until the project has been completed. See pg. SC-19 for additional requirements and restrictions.

For Projects exceeding 30 days of construction, Contractor shall provide the flagmen a small work area with a desk/counter and chair within the field/site trailer, including the use of bathroom facilities, where the flagman can check in/out with the Project, as well as to the flagman's home terminal. The work area should provide access to two (2) electrical outlets for recharging radio(s), and a laptop computer; and have the ability to print off needed documentation and orders as needed at the field/site trailer. This should aid in maximizing the flagman's time and efficiency on the Project,

B: SCHEDULING AND NOTIFICATION

The Contractor shall furnish to the Railroad's local representative and the Engineer a schedule for all work required to complete the portion of the project within the Railroad right of way and arrange for a job site meeting between the Contractor, Engineer and the Railroad's local representative. Flagging services may not be provided until such meeting has been conducted and the contractor's work scheduled.

The Contractor shall give the Railroad's local representative, copy to the Engineer, at least 10 working days of advance written notice of work to be performed within railroad right of way. Such notices shall include sufficient details of the proposed work to enable the Railroad's local representative to determine if flagging will be required. If flagging is required no work shall be undertaken until the flaggers are present at the job site. Railroad labor agreements usually require flaggers to be assigned to a project on a continual basis and therefore cannot be called for on a spot basis.

If flagging service becomes unnecessary and is suspended it may take up to thirty days to again obtain service from the Railroad. The Contractor shall give five working days notice to cease flagging service.

C: EMERGENCIES

If emergencies arise which require the flagger's presence elsewhere, the Contractor shall delay his work until such time as the flaggers are again available.

D: SUSPENSION OF WORK

If work is suspended the Contractor shall give the Railroad's local representative at least three working days notice before resumption of said work.

E. VERIFICATION

The Railroad flagman assigned to the project will be responsible for notifying the State or Contractor's on-site project representative or Contractor Superintendent upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that he performs such services for each separate period that services are provided. The State or Contractor's on-site project representative will document such notification in the project records. When requested, the State or Contractor's on-site project representative will also sign the flagman's diary, timesheet or flagging report showing daily time spent and activity at the project site.

F. CONTRACTOR RIGHT-OF-ENTRY

Before the Contractor starts any work on Norfolk Southern property, the Contractor is required to complete and submit the attached NS Right-of-Entry (ROE) Application (at the end of the following NS 'Special Provisions' section). Contractor is to allow 7-10 days from the time the application is submitted until the ROE is received back approved by NS. No fee is required to be submitted by the Contractor.

Forward the completed ROE Application to:

E.W. Chambers
Norfolk Southern Corporation
Engineer – Public Improvements
1200 Peachtree Street N.E.
Atlanta, GA. 30309
404-529-1436
eldridge.chambers@nscorp.com

End of Special Clauses

A. Norfolk Southern – Special Provisions for Protection of Railway Interests

1. AUTHORITY OF RAILROAD ENGINEER AND SPONSOR ENGINEER:

Norfolk Southern Railway Company, hereinafter referred to as “Railroad”, and their authorized representative shall have final authority in all matters affecting the safe maintenance of railroad traffic including the adequacy of the foundations and structures supporting the railroad tracks. For Public Projects impacting the Railroad, the Railroad’s Public Projects Engineer, hereinafter referred to as “Railroad Engineer”, will serve as the authorized representative of the Railroad.

The authorized representative of the Project Sponsor (“Sponsor”), hereinafter referred to as the “Sponsor’s Engineer”, shall have authority over all other matters as prescribed herein and in the Project Specifications.

The Sponsor’s Prime Contractor, hereinafter referred to as “Contractor” shall be responsible for completing any and all work in accordance with the terms prescribed herein and in the Project Specifications.

2. NOTICE OF STARTING WORK:

A. The Contractor shall not commence any work on railroad rights-of-way until he has complied with the following conditions:

1. Signed and received a fully executed copy of the required Norfolk Southern Contractor Right of Entry Agreement.
2. Given the Railroad written notice in electronic format to the Railroad Engineer, with copy to the Sponsor’s Engineer who has been designated to be in charge of the work, at least ten days in advance of the date he proposes to begin work on Railroad rights-of-way.
3. Obtained written approval from the Railroad of Railroad Protective Liability Insurance coverage as required by paragraph 14 herein. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.
4. Obtained Railroad’s Flagger Services as required by paragraph 7 herein.
5. Obtained written authorization from the Railroad to begin work on Railroad’s rights-of-way, such authorization to include an outline of specific conditions with which he must comply.
6. Furnished a schedule for all work within the Railroad’s rights-of-way as required by paragraph 7.B.1.

B. The Railroad’s written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad’s representatives who are

to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.

3. INTERFERENCE WITH RAILROAD OPERATIONS:

- A. The Contractor shall so arrange and conduct his work that there will be no interference with Railroad's operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad or to poles, wires, and other facilities of tenants on the rights-of-way of the Railroad. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging service or inspection service shall be deferred by the Contractor until the flagging service or inspection service required by the Railroad is available at the job site.
- B. Whenever work within Railroad's rights-of-way is of such a nature that impediment to Railroad's operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct his operations so that such impediment is reduced to the absolute minimum.
- C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in his absence, the Railroad's Division Engineer, such provisions is insufficient, either may require or provide such provisions as he deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Sponsor.
- D. "One Call" Services do not locate buried Railroad utilities. The contractor shall contact the Railroad's representative 2 days in advance of work at those places where excavation, pile driving, or heavy loads may damage the Railroad's underground facilities. Upon request from the Contractor or Sponsor, Railroad forces will locate and paint mark or flag the Railroad's underground facilities. The Contractor shall avoid excavation or other disturbances of these facilities. If disturbance or excavation is required near a buried Railroad facility, the contractor shall coordinate with the Railroad to have the facility potholed manually with careful hand excavation. The facility shall be protected by the Contractor during the course of the disturbance under the supervision and direction of the Railroad's representative.

4. TRACK CLEARANCES:

- A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. If temporary clearances are not shown on the project plans, the following criteria shall govern the use of falsework and formwork above or adjacent to operated tracks.
 - 1. A minimum vertical clearance of 22'-0" above top of highest rail shall be maintained at all times.
 - 2. A minimum horizontal clearance of 13'-0" from centerline of tangent track or 14'-0" from centerline of curved track shall be maintained at all times. Additional horizontal clearance may be required in special cases to be safe for operating

conditions. This additional clearance will be as determined by the Railroad Engineer.

3. All proposed temporary clearances which are less than those listed above must be submitted to Railroad Engineer for approval prior to construction and must also be authorized by the regulatory body of the State if less than the legally prescribed clearances.
4. The temporary clearance requirements noted above shall also apply to all other physical obstructions including, but not limited to: stockpiled materials, parked equipment, placement or driving of piles, and bracing or other construction supports.

B. Before undertaking any work within Railroad right-of-way, and before placing any obstruction over any track, the Contractor shall:

1. Notify the Railroad's representative at least 72 hours in advance of the work.
2. Receive assurance from the Railroad's representative that arrangements have been made for flagging service as may be necessary.
3. Receive permission from the Railroad's representative to proceed with the work.
4. Ascertain that the Sponsor's Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.

5. CONSTRUCTION PROCEDURES:

A. General:

1. Construction work and operations by the Contractor on Railroad property shall be:
 - a. Subject to the inspection and approval of the Railroad Engineer or their designated Construction Engineering Representative.
 - b. In accordance with the Railroad's written outline of specific conditions.
 - c. In accordance with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.
 - d. In accordance with these Special Provisions.
2. Submittal Requirements
 - a. The Contractor shall submit all construction related correspondence and submittals electronically to the Railroad Engineer.

- b. The Contractor shall allow for 30 days for the Railroad's review and response.
- c. All work in the vicinity of the Railroad's property that has the potential to affect the Railroad's train operations or disturb the Railroad's Property must be submitted and approved by the Railroad prior to work being performed.
- d. All submittals and calculations must be signed and sealed by a registered engineer licensed in the state of the project work.
- e. All submittals shall first be approved by the Sponsor's Engineer and the Railroad Engineer, but such approval shall not relieve the Contractor from liability.
- f. For all construction projects, the following submittals, but not limited to those listed below, shall be provided for review and approval when applicable:
 - i. General Means and Methods
 - ii. Ballast Protection
 - iii. Construction Excavation & Shoring
 - iv. Pipe, Culvert, & Tunnel Installations
 - v. Demolition Procedure
 - vi. Erection & Hoisting Procedure
 - vii. Debris Shielding or Containment
 - viii. Blasting
 - ix. Formwork for the bridge deck, diaphragms, overhang brackets, and protective platforms
 - x. Bent Cap Falsework. A lift plan will be required if the contractor want to move the falsework over the tracks.
- g. For Undergrade Bridges (Bridges carrying the Railroad) the following submittals in addition to those listed above shall be provided for review and approval:
 - i. Shop Drawings
 - ii. Bearing Shop Drawings and Material Certifications
 - iii. Concrete Mix Design
 - iv. Structural Steel, Rebar, and/or Strand Certifications
 - v. 28 day Cylinder Test for Concrete Strength
 - vi. Waterproofing Material Certification
 - vii. Test Reports for Fracture Critical Members
 - viii. Foundation Construction Reports

Fabrication may not begin until the Railroad has approved the required shop drawings.

- h. The Contractor shall include in all submissions a detailed narrative indicating the progression of work with the anticipated timeframe to complete each task. Work will not be permitted to commence until the Contractor has provided the Railroad with a satisfactory plan that the

project will be undertaken without scheduling, performance or safety related issues.

Submission shall also provide a listing of the anticipated equipment to be used, the location of all equipment to be used and insure a contingency plan of action is in place should a primary piece of equipment malfunction.

B. Ballast Protection

1. The Contractor shall submit the proposed ballast protection system detailing the specific filter fabric and anchorage system to be used during all construction activities.
2. The ballast protection is to extend 25' beyond the proposed limit of work, be installed at the start of the project and be continuously maintained to prevent all contaminants from entering the ballast section of all tracks for the entire duration of the project.

C. Excavation:

1. The subgrade of an operated track shall be maintained with edge of berm at least 10'-0" from centerline of track and not more than 24-inches below top of rail. Contractor will not be required to make existing section meet this specification if substandard, in which case existing section will be maintained.
2. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.

D. Excavation for Structures and Shoring Protection:

1. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material.
2. All plans and calculations for shoring shall be prepared, signed, and sealed by a Registered Professional Engineer licensed in the state of the proposed project, in accordance with Norfolk Southern's Overhead Grade Separation Design Criteria, subsection H.1.6.E-Construction Excavation (Refer to Norfolk Southern Public Projects Manual Appendix H). The Registered Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions.
3. The Contractor shall provide a detailed installation and removal plan of the shoring components. Any component that will be installed via the use of a crane or any other lifting device shall be subject to the guidelines outlined in section 5.G of these provisions.

4. The Contractor shall be required to survey the track(s) and Railroad embankment and provide a cross section of the proposed excavation in relation to the tracks.
5. Calculations for the proposed shoring should include deflection calculations. The maximum deflection for excavations within 18'-0" of the centerline of the nearest track shall be 3/8". For all other cases, the max deflection shall not exceed 1/2".
6. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.
7. The front face of shoring located to the closet NS track for all shoring set-ups located in Zone 2 as shown on NS Typical Drawing No. 4 – Shoring Requirements (Appendix I) shall remain in place and be cut off 2'-0" below the final ground elevation. The remaining shoring in Zone 2 and all shoring in Zone 1 may be removed and all voids must be backfilled with flowable fill.

E. Pipe, Culvert, & Tunnel Installations

1. Pipe, Culvert, & Tunnel Installations shall be in accordance with the appropriate Norfolk Southern Design Specification as noted below:
 - a. For Open Cut Method refer to Norfolk Southern Public Projects Manual Appendix H.4.6.
 - b. For Jack and Bore Method refer to Norfolk Southern Public Projects Manual Appendix H.4.7.
 - c. For Tunneling Method refer to Norfolk Southern Public Projects Manual Appendix H.4.8.
2. The installation methods provided are for pipes carrying storm water or open flow run-off. All other closed pipeline systems shall be installed in accordance Norfolk Southern's Pipe and Wire Program and the NSCE-8

F. Demolition Procedures

1. General
 - a. Demolition plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
 - b. Railroad tracks and other Railroad property must be protected from damage during the procedure.
 - c. A pre-demolition meeting shall be conducted with the Sponsor, the Railroad Engineer or their representative, and the key Contractor's personnel prior to the start of the demolition procedure.
 - d. The Railroad Engineer or his designated representative must be present at the site during the entire demolition procedure period.

- e. Existing, obsolete, bridge piers shall be removed to a sufficient depth below grade to enable restoration of the existing/proposed track ditch, but in no case less than 2'-0" below final grade.

2. Submittal Requirements

- a. In addition to the submittal requirements outlined in Section 5.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
 - i. A plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or disposal locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.
 - ii. Rating sheets showing cranes or lifting devices to be adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
 - iii. Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing structure showing complete and sufficient details with supporting data for the demolition the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.
 - iv. The Contractor shall provide a sketch of all rigging components from the crane's hook block to the beam. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
 - v. A complete demolition procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
 - vi. Design and supporting calculations for the temporary support of components, including but not limited to the stability of the

superstructure during the temporary condition, temporary girder tie-downs and falsework.

3. Overhead Demolition Debris Shield

- a. The demolition debris shield shall be installed prior to the demolition of the bridge deck or other relevant portions of the superstructure over the track area to catch all falling debris.
- b. The demolition debris shield shall provide a minimum vertical clearance as specified in Section 4.A.1 of these provisions or maintain the existing vertical clearance if the existing clearance is less than that specified in Section 4.A.1.
- c. The Contractor shall include the demolition debris shield installation/removal means and methods as part of the proposed Demolition procedure submission.
- d. The Contractor shall submit the demolition debris shield design and supporting calculations for approval by the Railroad Engineer.
- e. The demolition debris shield shall have a minimum design load of 50 pounds per square foot plus the weight of the equipment, debris, personnel, and other loads to be carried.
- f. The Contractor shall include the proposed bridge deck removal procedure in its demolition means and methods and shall verify that the size and quantity of the demolition debris generated by the procedure does not exceed the shield design loads.
- g. The Contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directed by the Railroad Engineer.

4. Vertical Demolition Debris Shield

- a. A vertical demolition debris shield may be required for substructure removals in close proximity to the Railroad's track and other facilities, as determined by the Railroad Engineer.

G. Erection & Hoisting Procedures

1. General

- a. Erection plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
- b. Railroad tracks and other Railroad property must be protected from damage during the erection procedure.

- c. A pre-erection meeting shall be conducted with the Sponsor, the Railroad Engineer or their representative, and the key Contractor's personnel prior to the start of the erection procedure.
- d. The Railroad Engineer or his designated representative must be present at the site during the entire erection procedure period.
- e. For field splices located over Railroad property, a minimum of 50% of the holes for each connection shall be filled with bolts or pins prior to releasing the crane. A minimum of 50% of the holes filled shall be filled with bolts. All bolts must be appropriately tightened. Any changes to previously approved field splice locations must be submitted to the Railroad for review and approval. Refer to Norfolk Southern's Overhead Grade Separation Design Criteria for additional splice details (Norfolk Southern Public Projects Manual Appendix H.1, Section 4.A.3.).

2. Submittal Requirements

- a. In addition the submittal requirements outlined in Section 5.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
 - i. As-built beam seat elevations - All as-built bridge seats and top of rail elevations shall be furnished to the Railroad Engineer for review and verification at least 30 days in advance of the erection, to ensure that minimum vertical clearances as approved in the plans will be achieved.
 - ii. A plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or staging locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.
 - iii. Rating sheets showing cranes or lifting devices to be adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
 - iv. Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the proposed structure showing complete and sufficient details with supporting data for the erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.

- v. The Contractor shall provide a sketch of all rigging components from the crane's hook block to the beam. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
- vi. A complete erection procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- vii. Design and supporting calculations for the temporary support of components, including but not limited to temporary girder tie-downs and falsework.

H. Blasting:

1. The Contractor shall obtain advance approval of the Railroad Engineer and the Sponsor Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:
 - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.
 - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way radios.
 - c. No blasting shall be done without the presence of the Railroad Engineer or his authorized representative. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed (see paragraph 2.B) will be required to arrange for the presence of an authorized Railroad representative and such flagging as the Railroad may require.
 - d. Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at his expense any track misalignment or other damage to Railroad property resulting from the blasting as directed by the Railway's authorized representative. If his actions result in delay of trains, the Contractor shall bear the entire cost thereof.

- e. The blasting Contractor shall have a copy of the approved blasting plan on hand while on the site.
 - f. Explosive materials or loaded holes shall not be left unattended at the blast site.
 - g. A seismograph shall be placed on the track shoulder adjacent to each blast which will govern the peak particle velocity of two inches per second. Measurement shall also be taken on the ground adjacent to structures as designated by a qualified and independent blasting consultant. The Railroad reserves the option to direct the placement of additional seismographs at structures or other locations of concern, without regard to scaled distance.
 - h. After each blast, the blasting Contractor shall provide a copy of their drill log and blast report, which includes number of holes, depth of holes, number of decks, type and pounds of explosives used per deck.
 - i. The Railroad may require top of rail elevations and track centers taken before, during and after the blasting and excavation operation to check for any track misalignment resulting from the Contractor's activities.
2. The Railroad representative will:
- a. Determine approximate location of trains and advise the Contractor the appropriate amount of time available for the blasting operation and clean up.
 - b. Have the authority to order discontinuance of blasting if, in his opinion, blasting is too hazardous or is not in accord with these special provisions.
3. The Contractor must hire, at no expense to the Railroad, a qualified and independent blasting consultant to oversee the use of explosives. The blasting consultant will:
- a. Review the Contractor's proposed drilling and loading patterns, and with the blasting consultant's personnel and instruments, monitor the blasting operations.
 - b. Confirm that the minimum amounts of explosives are used to remove the rock.
 - c. Be empowered to intercede if he concludes that the Contractor's blasting operations are endangering the Railway.
 - d. Submit a letter acknowledging that he has been engaged to oversee the entire blasting operation and that he approves of the blasting plan.
 - e. Furnish copies of all vibration readings to the Railroad representative immediately after each blast. The representative will sign and date the

- seismograph tapes after each shot to verify the readings are for that specific shot.
- f. Advise the Railroad representative as to the safety of the operation and notify him of any modifications to the blasting operation as the work progresses.
4. The request for permission to use explosives on the Railroad's Right-of-Way shall include a blasting proposal providing the following details:
- a. A drawing which shows the proposed blasting area, location of nearest hole and distance to Railway structures, all with reference to the centerline of track.
 - b. Hole diameter.
 - c. Hole spacing and pattern.
 - d. Maximum depth of hole.
 - e. Maximum number of decks per hole.
 - f. Maximum pounds of explosives per hole.
 - g. Maximum pounds of explosives per delay.
 - h. Maximum number of holes per detonation.
 - i. Type of detonator and explosives to be used. (Electronic detonating devices will not be permitted). Diameter of explosives if different from hole diameter.
 - j. Approximate dates and time of day when the explosives are to be detonated.
 - k. Type of flyrock protection.
 - l. Type and patterns of audible warning and all clear signals to be used before and after each blast.
 - m. A copy of the blasting license and qualifications of the person directly in charge of the blasting operation, including their name, address and telephone number.
 - n. A copy of the Authority's permit granting permission to blast on the site.
 - o. A letter from the blasting consultant acknowledging that he has been engaged to oversee the entire blasting operation and that he approves of the blasting plan.
 - p. In addition to the insurance requirements outlined in Paragraph 14 of these Provisions, A certificate of insurance from the Contractor's insurer stating the amount of coverage for XCU (Explosive Collapse and

Underground Hazard) insurance and that XCU Insurance is in force for this project.

- q. A copy of the borings and Geotechnical information or report.

I. Track Monitoring

1. At the direction of the Railroad Engineer, any activity that has the potential to disturb the Railroad track structure may require the Contractor to submit a detailed track monitoring program for approval by the Railroad Engineer.
2. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. Railroad reserves the right to modify the survey locations and monitoring frequency as necessary during the project.
3. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Railroad Engineer for analysis.
4. If any movement has occurred as determined by the Railroad Engineer, the Railroad will be immediately notified. Railroad, at its sole discretion, shall have the right to immediately require all Contractor operations to be ceased and determine what corrective action is required. Any corrective action required by the Railroad or performed by the Railroad including the monitoring of corrective action of the Contractor will be at project expense.

J. Maintenance of Railroad Facilities:

1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from his operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas within Railroad rights-of-way and repair any other damage to the property of the Railroad or its tenants.
2. If, in the course of construction, it may be necessary to block a ditch, pipe or other drainage facility, temporary pipes, ditches or other drainage facilities shall be installed to maintain adequate drainage, as approved by the Railroad Engineer. Upon completion of the work, the temporary facilities shall be removed and the permanent facilities restored.
3. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

K. Storage of Materials and Equipment:

1. Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.

2. All grading or construction machinery that is left parked near the track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons.

The Contractor shall protect, defend, indemnify and save Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

L. Cleanup:

1. Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights-of-way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights-of-way in a neat condition satisfactory to the Railroad Engineer or his authorized representative.

6. DAMAGES:

- A. The Contractor shall assume all liability for any and all damages to his work, employees, servants, equipment and materials caused by Railroad traffic.
- B. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.

7. FLAGGING SERVICES:

A. Requirements:

1. Flagging services will not be provided until the Contractor's insurance has been reviewed & approved by the Railroad.
2. Under the terms of the agreement between the Sponsor and the Railroad, the Railroad has sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such services will be whenever the Contractor's personnel or equipment are or are likely to be, working on the Railroad's right-of-way, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a Railroad structure or the Railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging.
3. Normally, the Railroad will assign one flagman to a project; but in some cases, more than one may be necessary, such as yard limits where three (3) flagmen may be required. However, if the Contractor works within distances that violate instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, a flagman or flagmen may be required full time until the project has been completed.

4. For Projects exceeding 30 days of construction, Contractor shall provide the flagmen a small work area with a desk/counter and chair within the field/site trailer, including the use of bathroom facilities, where the flagman can check in/out with the Project, as well as to the flagman's home terminal. The work area should provide access to two (2) electrical outlets for recharging radio(s), and a laptop computer; and have the ability to print off needed documentation and orders as needed at the field/site trailer. This should aid in maximizing the flagman's time and efficiency on the Project.

B. Scheduling and Notification:

1. The Contractor's work requiring Railroad flagging should be scheduled to limit the presence of a flagman at the site to a maximum of 50 hours per week. The Contractor shall receive Railroad approval of work schedules requiring a flagman's presence in excess of 40 hours per week.
2. Not later than the time that approval is initially requested to begin work on Railroad right-of-way, Contractor shall furnish to the Railroad and the Sponsor a schedule for all work required to complete the portion of the project within Railroad right-of-way and arrange for a job site meeting between the Contractor, the Sponsor, and the Railroad's authorized representative. Flagman or Flagmen may not be provided until the job site meeting has been conducted and the Contractor's work scheduled.
3. The Contractor will be required to give the Railroad representative at least 10 working days of advance written notice of intent to begin work within Railroad right-of-way in accordance with this special provision.

Once begun, when such work is then suspended at any time, or for any reason, the Contractor will be required to give the Railroad representative at least 3 working days of advance notice before resuming work on Railroad right-of-way. Such notices shall include sufficient details of the proposed work to enable the Railroad representative to determine if flagging will be required. If such notice is in writing, the Contractor shall furnish the Engineer a copy; if notice is given verbally, it shall be confirmed in writing with copy to the Engineer. If flagging is required, no work shall be undertaken until the flagman, or flagmen are present at the job site. It may take up to 30 days to obtain flagging initially from the Railroad. When flagging begins, the flagman is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 30 days to again obtain from the Railroad. Due to Railroad labor agreements, it is necessary to give 5 working days notice before flagging service may be discontinued and responsibility for payment stopped.

4. If, after the flagman is assigned to the project site, an emergency arises that requires the flagman's presence elsewhere, then the Contractor shall delay work on Railroad right-of-way until such time as the flagman is again

available. Any additional costs resulting from such delay shall be borne by the Contractor and not the Sponsor or Railroad.

C. Payment:

1. The Sponsor will be responsible for paying the Railroad directly for any and all costs of flagging which may be required to accomplish the construction.
2. The estimated cost of flagging is the current rate per day based on a 10-hour work day. This cost includes the base pay for the flagman, overhead, and includes a per diem charge for travel expenses, meals and lodging. The charge to the Sponsor by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required.
3. Work by a flagman in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1 and 1/2 times the appropriate rate. Work by a flagman in excess of 12 hours per day will result in overtime at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 and 1/2 times the normal rate.
4. Railroad work involved in preparing and handling bills will also be charged to the Sponsor. Charges to the Sponsor by the Railroad shall be in accordance with applicable provisions of Subchapter B, Part 140, Subpart I and Subchapter G, Part 646, Subpart B of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments. Flagging costs are subject to change. The above estimates of flagging costs are provided for information only and are not binding in any way.

D. Verification:

1. Railroad's flagman will electronically enter flagging time via Railroad's electronic billing system. Any complaints concerning flagging must be resolved in a timely manner. If the need for flagging is questioned, please contact the Railroad Engineer. All verbal complaints will be confirmed in writing by the Contractor within 5 working days with a copy to the Sponsor's Engineer. Address all written correspondence electronically to Railroad Engineer.
2. The Railroad flagman assigned to the project will be responsible for notifying the Sponsor Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that he performs such services for each separate period that services are provided. The Sponsor's Engineer will document such notification in the project records. When requested, the Sponsor's Engineer will also sign the flagman's diary showing daily time spent and activity at the project site.

8. HAUL ACROSS RAILROAD TRACK:

- A. Where the plans show or imply that materials of any nature must be hauled across Railroad's track, unless the plans clearly show that the Sponsor has included

arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad's track. The Contractor or Sponsor will be required to bear all costs incidental to such crossings whether services are performed by his own forces or by Railroad personnel.

- B. No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Railroad unless specific authority for its installation, maintenance, necessary watching and flagging thereof and removal, until a temporary private crossing agreement has been executed between the Contractor and Railroad. The approval process for an agreement normally takes 90 days.

9. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the Sponsor and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Sponsor and/or the Railroad.
- B. Should the Contractor desire any changes in addition to the above, then he shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

10. COOPERATION AND DELAYS:

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging his schedule he shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. No charge or claim of the Contractor against either the Sponsor or the Railroad will be allowed for hindrance or delay on account of railroad traffic; any work done by the Railroad or other delay incident to or necessary for safe maintenance of railroad traffic or for any delays due to compliance with these special provisions.

11. TRAINMAN'S WALKWAYS:

- A. Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railroad's protective service is provided shall be removed before the close of each work day. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed and must conform to AREMA and/or FRA standards.

12. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHT-OF-WAY:

- A. The Contractor and/or the Sponsor's personnel authorized to perform work on Railroad's property as specified in Section 2 above are not required to complete Norfolk Southern Roadway Worker Protection Training; However the Contractor and the Sponsor's personnel must be familiar with Norfolk Southern's standard operating rules and guidelines, should conduct themselves accordingly, and may be removed from the property for failure to follow these guidelines.
 - B. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Wearing of safety boots is strongly recommended. In the vicinity of at-grade crossings, it is strongly recommended that reflective vests be worn.
 - C. No one is allowed within 25' of the centerline of track without specific authorization from the flagman.
 - D. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.
 - E. No one is allowed to cross tracks without specific authorization from the flagman.
 - F. All welders and cutting torches working within 25' of track must stop when train is passing.
 - G. No steel tape or chain will be allowed to cross or touch rails without permission from the Railroad.
13. GUIDELINES FOR EQUIPMENT ON RAILROAD RIGHT-OF-WAY:
- A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from Railroad official and flagman.
 - B. No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.
 - C. All employees will stay with their machines when crane or boom equipment is pointed toward track.
 - D. All cranes and boom equipment under load will stop work while train is passing (including pile driving).
 - E. Swinging loads must be secured to prevent movement while train is passing.
 - F. No loads will be suspended above a moving train.
 - G. No equipment will be allowed within 25' of centerline of track without specific authorization of the flagman.

- H. Trucks, tractors or any equipment will not touch ballast line without specific permission from Railroad official and flagman. Orange construction fencing may be required as directed.
- I. No equipment or load movement within 25' or above a standing train or Railroad equipment without specific authorization of the flagman.
- J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the flagman if the flagman views the operation to be dangerous to the passing train.
- K. All equipment, loads and cables are prohibited from touching rails.
- L. While clearing and grubbing, no vegetation will be removed from Railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.
- M. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.
- N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- O. All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.
- P. Prior to performing any crane operations, the Contractor shall establish a single point of contact for the Railroad flagman to remain in communication with at all times. Person must also be in direct contact with the individual(s) directing the crane operation(s).

14. INSURANCE:

- A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:
 - 1. a. Commercial General Liability Insurance having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, shall be endorsed to name Railroad specified in item A.2.c. below both as the certificate holder and as an additional insured, and shall include a severability of interests provision.
 - b. Automobile Liability Insurance with a combined single limit of not less than \$1,000,000 each occurrence for injury to or death of persons and damage to or loss or destruction of property. Said policy or policies shall be endorsed to name Railroad specified in item A.2.c. below both as the certificate holder and as an additional insured and shall include a severability of interests provision.

2. Railroad Protective Liability Insurance having a combined single limit of not less than \$2,000,000 each occurrence and \$6,000,000 in the aggregate applying separately to each annual period.

If the project involves track over which passenger trains operate, the insurance limits required are not less than a combined single limit of \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period.

Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

The standards for the Railroad Protective Liability Insurance are as follows:

- a. The insurer must be rated A- or better by A.M. Best Railroad, Inc.
NOTE: NS does not accept from insurers Chartis (AIG or Affiliated Company including Lexington Insurance Company), Hudson Group or ACE or Affiliated Company.
- b. The policy must be written using one of the following combinations of Insurance Services Office (“ISO”) Railroad Protective Liability Insurance Form Numbers:
 - i. CG 00 35 01 96 and CG 28 31 10 93; or
 - ii. CG 00 35 07 98 and CG 28 31 07 98; or
 - iii. CG 00 35 10 01; or
 - iv. CG 00 35 12 04; or
 - v. CG 00 35 12 07; or
 - vi. CG 00 35 04 13.

- c. The named insured shall read:

(As named in the Project Agreement with Project Sponsor)
 Three Commercial Place
 Norfolk, Virginia 23510-2191
 Attn: S. W. Dickerson Risk Management

(NOTE: Railroad does not share coverage on RRPL with any other entity on this policy)

- d. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Sponsor project and contract identification numbers.

- e. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number.
NOTE: Do not include any references to milepost, valuation station, or mile marker on the insurance policy.

- f. The name and address of the prime Contractor must appear on the Declarations.
 - g. The name and address of the Sponsor must be identified on the Declarations as the “Involved Governmental Authority or Other Contracting Party.”
 - h. Other endorsements/forms that will be accepted are:
 - (1) Broad Form Nuclear Exclusion – Form IL 00 21
 - (2) 30-day Advance Notice of Non-renewal or cancellation
 - (3) Required State Cancellation Endorsement
 - (4) Quick Reference or Index Form CL/IL 240
 - i. Endorsements/forms that are NOT acceptable are:
 - (1) Any Pollution Exclusion Endorsement except CG 28 31
 - (2) Any Punitive or Exemplary Damages Exclusion
 - (3) Known injury or Damage Exclusion form CG 00 59
 - (4) Any Common Policy Conditions form
 - (5) Any other endorsement/form not specifically authorized in item no. 2.h above.
- B. If any part of the work is sublet, similar insurance, and evidence thereof as specified in A.1 above, shall be provided by or on behalf of the subcontractor to cover its operations on Railroad’s right of way.
- C. All insurance required under the preceding subsection A shall be underwritten by insurers and be of such form and content, as may be acceptable to the Company. Prior to entry on Railroad right-of-way, the original Railroad Protective Liability Insurance Policy shall be submitted by the Prime Contractor to the Department at the address below for its review and transmittal to the Railroad. In addition, certificates of insurance evidencing the Prime Contractor’s and any subcontractors’ Commercial General Liability Insurance shall be issued to the Railroad and the Department at the addresses below, and forwarded to the Department for its review and transmittal to the Railroad. The certificates of insurance shall state that the insurance coverage will not be suspended, voided, canceled, or reduced in coverage or limits without (30) days advance written notice to Railroad and the Department. No work will be permitted by Railroad on its right-of-way until it has reviewed and approved the evidence of insurance required herein.

SPONSOR:

RAILROAD:

Risk Management
Norfolk Southern Railway Company
Three Commercial Place
Norfolk, Virginia 23510-2191

- D. The insurance required herein shall in no way serve to limit the liability of Sponsor or its Contractors under the terms of this agreement.
- E. Insurance Submission Procedures
 - 1. Railroad will only accept initial insurance submissions via US Mail or Overnight carrier to the address noted in C above. Railroad will NOT accept initial insurance submissions via email or faxes. **Please provide point of contact information with the submission including a phone number and email address.**
 - 2. Railroad requires the following two (2) forms of insurance in the initial insurance submission to be submitted under a cover letter providing details of the project and contact information:
 - a. The full original or certified true countersigned copy of the railroad protective liability insurance policy in its entirety inclusive of all declarations, schedule of forms and endorsements along with the policy forms and endorsements.
 - b. The Contractor's commercial general, automobile, and workers' compensation liability insurance certificate of liability insurance evidencing a combined single limit of a minimum of \$2M per occurrence of general and \$1M per occurrence of automobile liability insurance naming Norfolk Southern Railway Company, Three Commercial Place, Norfolk, VA 23510 as the certificate holder and as an additional insured on both the general and automobile liability insurance policy.
 - 3. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.

15. FAILURE TO COMPLY:

- A. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:
 - 1. The Railroad Engineer may require that the Contractor vacate Railroad property.
 - 2. The Sponsor's Engineer may withhold all monies due the Contractor on monthly statements.
- B. Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Sponsor's Engineer.

16. PAYMENT FOR COST OF COMPLIANCE:

No separate payment will be made for any extra cost incurred on account of compliance with these special provisions. All such costs shall be included in prices bid for other items of the work as specified in the payment items.

KNOW ALL MEN BY THESE PRESENTS THAT WE, _____ (-
insert name of Contractor) (“Licensee”) have requested and do request permission of Norfolk Southern
Railway Company (called “Company”) to enter and be present upon equipment, rolling stock, premises,
property and/or facilities owned, leased or controlled by Company (called “Company Property”), at and in
the vicinity of _____, OH, Mile Post _____ between _____
(insert dates of construction).

In consideration of the consent of Company to my entry and presence upon Company Property, I
agree and undertake to:

(1) Give advance notice to Company’s officer or agent signing this Agreement or his or her
authorized representative of each entry upon Company Property;

(2) Accept direction from Company’s supervision while on Company Property;

(3) Assume all risk of injury to me (including death) and damage to my property or property in my
custody or control arising directly or indirectly from my presence on Company Property; and

(4) Indemnify and forever save harmless Company and the Other Indemnified Parties described
below from and against any and all loss, costs, claims, liability, damage and expense resulting from injury
to or death of persons, including but not limited to myself, and damage to or loss of property, including but
not limited to property in my possession or ownership, caused by or arising or in any manner growing out
of or resulting in whole or in part from, directly or indirectly, my presence on Company Property, regardless
of any negligence of Company or any Other Indemnified Party contributing thereto.

I know that railroad operations involve particular risks and dangers. If my being on Company
Property exposes me to any railroad operations, I specifically assume all risk of injury (including death)
and damage from railroad operations as part of the above assumption of risk.

The Other Indemnified Parties mentioned above are all of Company’s corporate affiliates,
subsidiaries and parent (if any) and all officers, agents and employees of Company and such other
subsidiaries, affiliates and parent.

I further agree that neither I nor my heirs, executors, administrators, assigned, or successors shall
cause any claim or lawsuit to be brought for any injury (including death) I may sustain, directly or indirectly,
as a result of my presence on Company Property.

I also agree that this agreement shall be binding upon my heirs, executors, administrators, successors and
assigns and that if any term or provision of this agreement shall be any extent be held invalid or
unenforceable, the remaining terms of the agreement shall not be affected thereby, but shall be valid and
enforceable to the fullest extent permitted by law.

In witness of my understanding of the foregoing and to evidence my representation that I HAVE
READ THIS ENTIRE PERMIT AND INDEMNIFICATION AGREEMENT AND UNDERSTAND AND
ACCEPT AND AGREE TO ITS TERMS, I have executed this writing the ____ day of _____, 201__.

Witness:

II. Permit (Signed) _____(Licensee)

In consideration of the above indemnity agreement personally executed by
_____(Licensee),

permission is hereby granted to our employees to be upon the Company Property at

or in the vicinity of the _____, OH, Mile Post _____ between (insert dates of Construction) _____.

Norfolk Southern Railway Company
By _____

Division Superintendent

Date:



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INDEMNIFICATION AGREEMENT (Principal)
AND RIGHT OF ENTRY

Whereas, the undersigned (insert Contractor name) _____, (called "Principal") has requested that Norfolk Southern Railway Company (called "Company") permit **their employees** (called "Licensee(s) to be on or about its premises, property, rolling stock, equipment and/or facilities (called "Company Property") during the period of (insert anticipated dates of Construction) _____, at or in the vicinity _____, OH, Mile Post _____, and Company has advised the Principal that it will permit Licensee(s) to be on or about Company property at the aforementioned locations(s) and at the time(s) specified above upon the Principal's execution and delivery of an Agreement containing satisfactory terms and insurance and indemnity undertakings to Company and upon the Licensee(s) execution of an Indemnity Agreement in form satisfactory to Company before entering on Company Property;

NOW THEREFORE, for and in consideration of Company's permission to Licensee(s) to be on or about Company Property on the date(s) aforesaid upon execution by Licensee(s) of the said form of Indemnity Agreement, Principal agrees:

(i) to require Licensee(s) (a) to execute an Indemnity Agreement in form satisfactory to Company before entering Company Property, (b) to be subject to Company's direction when upon Company Property, and (c) to be subject to Company's removal from Company Property, for negligence, misconduct, unsafe actions or breach of this agreement;

(ii) to give the Company officer signing this Agreement, or his or her authorized representative, advance notification of the presence of Licensee(s) on Company Property;

(iii) to indemnify and save harmless Company, its officers, agents and employees from and against any and all claims, demands, losses, suits, judgments, expense and liability resulting from injury to or death of any person or persons, including, without limitation, the Licensee(s), and damage to or loss of any property, including, without limitation, that belonging to or in the custody of Principal or Licensee(s) (the "Associated Property"), arising or in any manner growing out of the presence of either the Licensee(s) or Associated Property or both on or about the Company Property regardless of any negligence of Company, its officers, agents, or employees contributing thereto:

(iv) to have and keep in effect the following kinds of insurance, with insurance companies satisfactory to company, during the entire time Licensee(s) or Associated Property is on Company Property: Policy types and limits:

1. Worker's Compensation and Employer's Liability Insurance – coverage to meet fully the Statutory or regulatory requirements applicable in connection with death, disability or injury to Principal's employees;



2. General Liability Insurance having a combined single limit of not less than \$2,000,000 per occurrence. Policy should include Products and Completed Operations coverage and contractual liability coverage to cover the obligations assumed under this agreement and shall not deny coverage for operations conducted within 50 feet of any Railroad hazard;

3. In the event Principal cannot obtain contractual liability insurance to cover the obligation assumed in this Agreement, Principle shall furnish Company with a Railroad Protective Liability Policy having a combined single limit of \$2,000,000 per occurrence;

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INDEMNIFICATION AGREEMENT (Principal)
AND RIGHT OF ENTRY

4. Automobile Liability insurance having a combined single limit of \$500,000 per occurrence;

And to provide certificates of insurance or other satisfactory evidence of insurance showing the foregoing coverage and any change or cancellations in the coverage to the Company officer signing this Agreement or to his or her authorized representative;

(v) to reimburse Company for any material, labor, supervisory and protective costs (including flagging) and related taxes and overhead expenses required or deemed necessary by Company because of the presence of either Licensee(s) or Associated Property on Company Property;

(vi) to exercise all reasonable care and precautions to protect Company's premises, property, rolling stock, equipment and facilities and to avoid interference with Company's operations;

(vii) to not create and not allow drainage conditions which would be adverse to Company Property;

(viii) to maintain a minimum of clearance of fifteen feet (15') from the center line of the nearest track for any of Principal's or Licensee(s)' material, vehicles, equipment or other property unless otherwise authorized in writing by Company;

to refrain from the disposal or release of any trash, waste and hazardous, dangerous or toxic waste, material or substances ("materials") on or adjacent to Company premises, property, rolling stock, equipment and/or facilities and to clean up or to pay Company for the cleanup of any such released trash, waste or materials and to pay or to pay Company for any penalties, fees, fines or other costs resulting from the disposal or release of such trash, waste, or materials; and

to restore Company Property so its original condition or to a condition satisfactory to the Company officer signing this agreement, or to his or her authorized representative (ordinary wear and tear to rolling stock and equipment excepted) upon termination of Licensee(s)'s presence on Company Property.

As a part of the consideration hereof, Principal further hereby agrees that each and all of its indemnity commitments in this Agreement in favor of Company also shall extend to and indemnify the parent (if any), subsidiaries and affiliated companies of Company and their officers, agents and employees.

In consideration of Principal's assumption of the foregoing obligations, Company agrees that it will permit Licensee(s) on the above described premises at the stated times upon execution by Licensee(s) of an Indemnity Agreement in form satisfactory to Company.

This right of entry is granted only for the following purpose(s): (Brief description of Project): _____

If any Indemnity obligations hereunder are or become subject to the Laws of the State of Ohio, Principal agrees that, with respect to the indemnity provisions of this Agreement, Principal hereby expressly waives any immunity granted or afforded it pursuant to Section 35, Article II of the Ohio constitution and Section 4123.74 of the Ohio Revised Code (1988),

If any of the foregoing provisions is held for any reason to be unlawful or unenforceable, the parties intend that only the specific words found to be unlawful or unenforceable be severed and deleted from this Agreement and that the balance of the Agreement remain a binding enforceable Agreement in the fullest extent permitted by law.

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INDEMNIFICATION AGREEMENT (Principal)
AND RIGHT OF ENTRY

This agreement may be amended only in a writing signed by authorized representatives of the parties

Name of Principal

NORFOLK SOUTHERN RAILWAY COMPANY

By _____
Print or type name:

By _____

Title _____

Title _____

Date _____

Date _____



Private Road Crossing Application

Application Fee: \$500.00 (non-refundable)

Instructions:

Following are the instructions, and forms for applying for a private road crossing on Norfolk Southern property. Please complete the trailing **Private Road Crossing Application** and **required attachments**. Once complete please **email** the entire application package to privatexing@nscorp.com. Each application should contain the following documents:

1. **Private Road Crossing Application:** Complete and sign the attached Private Road Crossing Application. Please be sure to provide the requesting party's complete legal name, a detailed description of the proposed use of the crossing and your signature on the application. A digital signature for this application is acceptable.

2. **Copy of application check:** All applications must be accompanied by an application check per referenced fee above. Please make your checks payable to Norfolk Southern Corporation. Add a scanned copy of the check to the application packages. Send the original check to the following address:

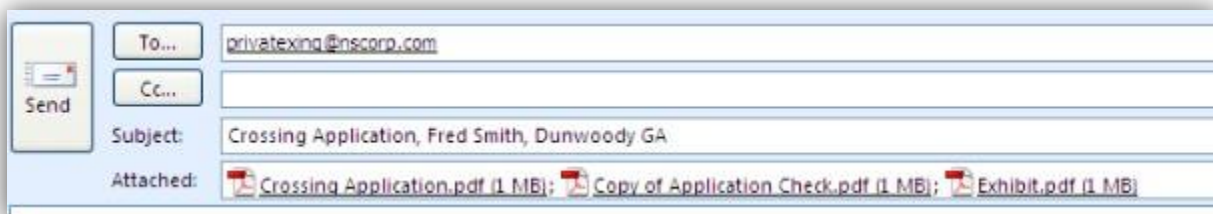
Norfolk Southern Corporation
Real Estate Department
Attn: Private Crossing Application
1200 Peachtree Street, NE, 12th Floor
Atlanta, Georgia 30309

3. **Exhibit:** We need to know where the crossing is located. Include in your application a completed exhibit highlighting the crossing (i.e. aerial image). Save the exhibit in any standard format (PDF, JPEG) and attach to the email.

If available, applications with the following information are processed more efficiently:

- Property address or closest property address of crossing
- GPS coordinates of the crossing, latitude and longitude
- Railroad Milepost

Example of Email format:



Processing of your application requires NS Transportation review and approval and may also involve several departments at NS. The private road crossing may not be used prior to the execution of a separate formal agreement with NS and verification that all insurance requirements have been met. Please be advised that the application fee of \$500.00 is non-refundable and does not guarantee approval. If private road crossing requires multiple locations additional fees may apply.

Insurance:

Each tenant/licensee shall be required to obtain, at its sole cost and expense, various types of insurance coverage with various limits. These insurance coverage's must be of a form and underwritten by insurance companies that meet with the NS' approval. In certain instances the licensee may be required to pay NS a risk-financing fee. The types of insurance typically required by NS include:

- Commercial General Liability Insurance
- Automobile Liability Insurance
- Worker's Compensation Insurance
- Railroad Protective Liability Insurance (during construction or maintenance only)

Norfolk Southern generally requires a policy of Commercial General Liability Insurance with a combined single limit of not less than \$2,000,000 per occurrence for injury to or death of persons and damage to or loss or destruction of property. Individual and Residential private crossings will be required to have a policy of Personal Liability Insurance with a combined single limit of not less than \$1,000,000 per occurrence of injury to death of persons and damage to or loss or destruction of property. Specific insurance requirements will be provided to you in the agreement covering your request when it is approved by the Railroad.



APPLICANT INFORMATION: Application fee of \$500 is enclosed along with this form (Mail in completed application to: Norfolk Southern Real Estate Department, 1200 Peachtree Street, NE, 12th Floor, Atlanta, GA 30309)

Legal Name of Applicant (party to agreement) _____ Tax ID _____

Mailing Address Street _____
Street _____
City _____
State _____ Zip _____

Billing Address Street _____
Street _____
City _____
State _____ Zip _____

Name of Contact _____

Billing Contact _____

Title _____

Title _____

Phone # (____) _____ Fax # (____) _____

Phone # (____) _____ Fax # (____) _____

E-Mail Address _____

E-Mail Address _____

Applicant is a (Provide state of formation for Corporation and Partnerships, and name of owner for Sole Proprietorship)

- Corporation - State
Limited Partnership - State
Limited Liability Company - State
Sole Proprietorship / Owner - State
Non-Profit
Individual
Other (specify)
Government Entity - State

CROSSING INFORMATION:

Location of Crossing:

Nearest Town
County
State
Railroad Milepost Reference
ft North South East West
Nearest Street
Lat/Long (if known)

Crossing:

to be constructed
already exists
DOT No.

If already existing: Are other parties presently using the crossing?
If yes, specify:
Are there any agreements covering the crossing?
If yes, identify and attach copies:
Do improvements have to be made at the crossing?
If yes, explain:

Crossing to be:

Temporary Permanent

If temporary, when is it to expire?

For what purpose is the crossing to be used? _____

Type of
Crossing:

Commercial

Residential

Farm

PRIVATE ROAD CROSSING APPLICATION FORM FOR

Legal Name of Applicant (Tenant): _____ Date: _____

Crossing to be used by: Pedestrians Vehicles Both

If crossing is to be used by vehicles:

List type of vehicles: _____

What is the expected volume of vehicular traffic? _____ vehicles per Day Month

What will be the width of the roadway at the crossing? _____ ft.

Will the crossing be open to the Yes No

public? Will the crossing involve an: Yes No

Overpass Yes No

Underpass Yes No

Parallel
Roadway

List any additional provisions or conditions not mentioned above: _____

I/We understand that submission of this application does not authorize use of the private road crossing and that all road crossing agreements are contingent upon Transportation approvals. Fees, charges and other requirements will be forwarded to Applicant after the application has been reviewed and approved by Norfolk Southern.

Signed: _____ Date

For Railroad use only:

Milepost: _____ Division: _____ DOT/AAR #: _____

Date Received: _____

Project Number: 160498

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: **7/31/2017**

Unit Price Contract

FOR IMPROVING VARIOUS SECTIONS OF U.S. 76 IN AUSTINTOWN, JACKSON, AND MILTON TOWNSHIPS, MAHONING COUNTY, OHIO, IN ACCORDANCE WITH PLANS AND SPECIFICATIONS BY ASPHALT RESURFACING AND MISCELLANEOUS BRIDGE REPAIRS ON MULTIPLE STRUCTURES.

Project Length: NA Miles

Work Length: NA Miles

Pavement Width: NA Feet

Project Number: 160498

Section 0001 ROADWAY

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0001		202E38000	GUARDRAIL REMOVED (WT: NR)	NR	FT	300.000
0002		203E10000	EXCAVATION (WT: 06)	06	CY	167.000
0003		203E40000	BORROW (WT: NR)	NR	CY	10.000
0004		209E60200	LINEAR GRADING (WT: 06)	06	STA	405.000
0005		606E13000	GUARDRAIL, TYPE 5 (WT: 36)	36	FT	182.000
0006		606E15100	GUARDRAIL, TYPE MGS WITH LONG POSTS (WT: 36)	36	FT	100.000
0007		606E26100	ANCHOR ASSEMBLY, TYPE E (WT: 36)	36	EACH	4.000
0008		606E35000	BRIDGE TERMINAL ASSEMBLY, TYPE 1 (WT: 36)	36	EACH	5.000
0009		606E35100	BRIDGE TERMINAL ASSEMBLY, TYPE 2 (WT: 36)	36	EACH	1.000
0010		690E98000	SPECIAL - MISC.:VERTICAL CLEARANCE (WT: NR)	NR	EACH	3.000

Section 0002 EROSION CONTROL

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0011		659E10000	SEEDING AND MULCHING (WT: 46)	46	SY	22,632.000
0012		659E20000	COMMERCIAL FERTILIZER (WT: 46)	46	TON	3.060
0013		659E31000	LIME (WT: 46)	46	ACRE	4.680
0014		659E35000	WATER (WT: 46)	46	MGAL	122.360
0015		832E30000	EROSION CONTROL (WT: 08)	08	EACH	1,000.000

Section 0003 DRAINAGE

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0016		611E98630	CATCH BASIN ADJUSTED TO GRADE (WT: 35)	35	EACH	1.000
0017		611E99820	SPECIAL - MISCELLANEOUS METAL (WT: 35)	35	LB	245.000

Section 0004 PAVEMENT

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0018		251E01000	PARTIAL DEPTH PAVEMENT REPAIR (WT: 16)	16	SY	400.000
0019		254E01000	PAVEMENT PLANING, ASPHALT CONCRETE (WT: 13)	13	SY	117,266.000
0020		254E01001	PAVEMENT PLANING, ASPHALT CONCRETE, AS PER PLAN (WT: 13)	13	SY	24,841.000
0021		255E10501	FULL DEPTH PAVEMENT REMOVAL AND RIGID REPLACEMENT, CLASS RRCM, AS PER PLAN (WT: 17)	17	SY	1,000.000
0022		255E20000	FULL DEPTH PAVEMENT SAWING (WT: 15)	15	FT	1,500.000

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0023		304E20000	AGGREGATE BASE (WT: 09)	09	CY	167.000
0024		407E20500	SPECIAL - TACK COAT, TRACKLESS TACK (WT: 10)	10	GAL	14,276.000
0025		407E20510	SPECIAL - TACK COAT, TRACKLESS TACK FOR INTERMEDIATE COURSE (WT: 10)	10	GAL	5,711.000
0026		408E10000	PRIME COAT @ 0.4 GAL/SY (WT: 10)	10	GAL	11,376.000
0027		441E50701	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, (448), (UNDER GUARDRAIL), AS PER PLAN (WT: 10)	10	CY	402.000
0028		442E20051	ASPHALT CONCRETE SURFACE COURSE, 12.5 MM, TYPE B (448), AS PER PLAN (WT: 10)	10	CY	5,949.000
0029		442E20250	ASPHALT CONCRETE INTERMEDIATE COURSE, 19MM, TYPE B (448) (WT: 10)	10	CY	6,940.000
0030		451E30000	SPECIAL - PRESSURE RELIEF JOINT, TYPE A (WT: 12)	12	FT	1,014.000
0031		617E10101	COMPACTED AGGREGATE, AS PER PLAN (WT: 06)	06	CY	791.000
0032		618E40600	RUMBLE STRIPS, (ASPHALT CONCRETE) (WT: NR)	NR	MILE	12.320

Section 0005 TRAFFIC CONTROL

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0033		202E98100	REMOVAL MISC.:BARRIER REFLECTOR (WT: NR)	NR	EACH	33.000
0034		621E00100	RPM (WT: 41)	41	EACH	513.000
0035		621E54000	RAISED PAVEMENT MARKER REMOVED (WT: NR)	NR	EACH	438.000
0036		626E00100	BARRIER REFLECTOR (WT: NR)	NR	EACH	130.000
0037		626E00100	BARRIER REFLECTOR, TYPE A (WT: NR)	NR	EACH	8.000
0038		646E10000	EDGE LINE, 4" (WT: 45)	45	MILE	0.500
0039		646E10010	EDGE LINE, 6" (WT: 45)	45	MILE	14.430
0040		646E10100	LANE LINE, 4" (WT: 45)	45	MILE	0.500
0041		646E10110	LANE LINE, 6" (WT: 45)	45	MILE	6.410
0042		646E10310	CHANNELIZING LINE, 12" (WT: 45)	45	FT	3,600.000
0043		646E10400	STOP LINE (WT: 45)	45	FT	160.000
0044		646E20500	DOTTED LINE (WT: 45)	45	FT	2,245.000

Section 0006 MAINTENANCE OF TRAFFIC

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0045		614E11110	LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE (WT: 39)	39	HOURL	1,000.000
0046		614E12420	DETOUR SIGNING (WT: 39)	39	LS	1.000
0047		614E12460	WORK ZONE MARKING SIGN (WT: 39)	39	EACH	40.000
0048		614E12470	WORK ZONE SPEED LIMIT SIGN (WT: 39)	39	EACH	34.000
0049		614E13000	ASPHALT CONCRETE FOR MAINTAINING TRAFFIC (WT: 39)	39	CY	10.000

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0050		614E20400	WORK ZONE LANE LINE, CLASS II (WT: 39)	39	MILE	6.160
0051		614E20550	WORK ZONE LANE LINE, CLASS III, 642 PAINT (WT: 39)	39	MILE	6.160
0052		614E22350	WORK ZONE EDGE LINE, CLASS III, 642 PAINT (WT: 39)	39	MILE	6.800
0053		614E23000	WORK ZONE CHANNELIZING LINE, CLASS I (WT: 39)	39	FT	3,786.000
0054		614E23680	WORK ZONE CHANNELIZING LINE, CLASS III, 642 PAINT (WT: 39)	39	FT	3,786.000
0055		614E26000	WORK ZONE STOP LINE, CLASS I (WT: 39)	39	FT	97.000
0056		614E26610	WORK ZONE STOP LINE, CLASS III, 642 PAINT (WT: 39)	39	FT	97.000

Section 0007 STRUCTURE REPAIR (MAH-76-0067)

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0057		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0058		254E01000	PAVEMENT PLANING, ASPHALT CONCRETE (WT: 13)	13	SY	1,036.000
0059		407E20500	SPECIAL - TACK COAT, TRACKLESS TACK (WT: 10)	10	GAL	155.000
0060		442E20001	ASPHALT CONCRETE SURFACE COURSE, 12.5 MM, TYPE A (448), AS PER PLAN (WT: 10)	10	CY	43.000
0061		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)(EPOXY URETHANE) (WT: 57)	57	SY	843.000
0062		512E73500	TREATING CONCRETE BRIDGE DECKS WITH GRAVITY FED RESIN (WT: NR)	NR	SY	1,052.000
0063		512E74000	REMOVAL OF EXISTING COATINGS FROM CONCRETE SURFACES (WT: NR)	NR	SY	443.000
0064		514E27700	FIELD PAINTING, MISC.:REPAIR PAINTING (WT: 26)	26	SF	1,128.000
0065		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	250.000
0066		530E00200	SPECIAL - STRUCTURE, MISC.: STRUCTURE STEEL CLEANING (WT: 29)	29	LS	1.000
0067		601E26000	DUMPED ROCK FILL, TYPE B (WT: 35)	35	CY	2.000
0068		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	15.000
0069		630E80100	SIGN, FLAT SHEET, 730.20 (WT: 42)	42	SF	2.000
0070		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	1.000
0071		630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	1.000
0072		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	150.000

Section 0008 STRUCTURE REPAIR (MAH-76-0092L)

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0073		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0074		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)(EPOXY URETHANE) (WT: 57)	57	SY	5,087.000
0075		512E74000	REMOVAL OF EXISTING COATINGS FROM CONCRETE SURFACES (WT: NR)	NR	SY	4,362.000
0076		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	475.000

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0077		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	21.000
0078		630E80100	SIGN, FLAT SHEET (WT: 42)	42	SF	6.000
0079		630E80100	SIGN, FLAT SHEET, 730.20 (WT: 42)	42	SF	1.000
0080		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	3.000
0081		630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	2.000
0082		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	250.000

Section 0009 STRUCTURE REPAIR (MAH-76-0092R)

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0083		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0084		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)(EPOXY URETHANE) (WT: 57)	57	SY	5,087.000
0085		512E74000	REMOVAL OF EXISTING COATINGS FROM CONCRETE SURFACES (WT: NR)	NR	SY	4,362.000
0086		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	475.000
0087		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	21.000
0088		630E80100	SIGN, FLAT SHEET (WT: 42)	42	SF	6.000
0089		630E80100	SIGN, FLAT SHEET, 730.20 (WT: 42)	42	SF	1.000
0090		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	3.000
0091		630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	2.000
0092		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	250.000

Section 0010 STRUCTURE REPAIR (MAH-76-0165)

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0093		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0094		254E01000	PAVEMENT PLANING, ASPHALT CONCRETE (WT: 13)	13	SY	908.000
0095		407E20500	SPECIAL - TACK COAT, TRACKLESS TACK (WT: 10)	10	GAL	136.000
0096		442E20001	ASPHALT CONCRETE SURFACE COURSE, 12.5 MM, TYPE A (448), AS PER PLAN (WT: 10)	10	CY	38.000
0097		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)(EPOXY URETHANE) (WT: 57)	57	SY	1,242.000
0098		512E74000	REMOVAL OF EXISTING COATINGS FROM CONCRETE SURFACES (WT: NR)	NR	SY	678.000
0099		514E27700	FIELD PAINTING, MISC.:REPAIR PAINTING (WT: 26)	26	SF	1,768.000
0100		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	250.000
0101		530E00200	SPECIAL - STRUCTURE, MISC.: STRUCTURE STEEL CLEANING (WT: 29)	29	LS	1.000
0102		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	15.000
0103		630E80100	SIGN, FLAT SHEET, 730.20 (WT: 42)	42	SF	2.000

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0104		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	1.000
0105		630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	1.000
0106		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	150.000
0107		848E10001	MICRO SILICA MODIFIED CONCRETE OVERLAY USING HYDRODEMOLITION, AS PER PLAN (T= 1 1/2") (WT: 29)	29	SY	1,457.000
0108		848E20001	SURFACE PREPARATION USING HYDRO DEMOLITION, AS PER PLAN (WT: 30)	30	SY	1,457.000
0109		848E30001	MICRO SILICA MODIFIED CONCRETE OVERLAY (VARIABLE THICKNESS), MATERIAL ONLY, AS PER PLAN (WT: 29)	29	CY	122.000
0110		848E50000	HAND CHIPPING (WT: 29)	29	SY	45.000
0111		848E50100	TEST SLAB (WT: 29)	29	LS	1.000
0112		848E50201	FULL DEPTH REPAIR, AS PER PLAN (WT: 29)	29	CY	1.000

Section 0011 STRUCTURE REPAIR (MAH-76-0604)

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0113		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0114		203E40000	BORROW (WT: NR)	NR	CY	12.000
0115		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)(EPOXY URETHANE) (WT: 57)	57	SY	1,058.000
0116		512E73500	TREATING CONCRETE BRIDGE DECKS WITH GRAVITY FED RESIN (WT: NR)	NR	SY	1,384.000
0117		512E74000	REMOVAL OF EXISTING COATINGS FROM CONCRETE SURFACES (WT: NR)	NR	SY	1,058.000
0118		516E14100	SPECIAL - CONTINUOUS SEAL IN POLYMER CONCRETE JOINT (1 1/2") (WT: 29)	29	FT	7.000
0119		516E46801	REFURBISH AND RESET BEARING, AS PER PLAN (WT: 29)	29	EACH	2.000
0120		516E47001	JACKING AND TEMPORARY SUPPORT OF SUPERSTRUCTURE, AS PER PLAN (WT: 29)	29	LS	1.000
0121		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	300.000
0122		601E26000	DUMPED ROCK FILL, TYPE B (WT: 35)	35	CY	12.000
0123		613E41200	LOW STRENGTH MORTAR BACKFILL (WT: 29)	29	CY	3.000
0124		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	15.000
0125		630E80100	SIGN, FLAT SHEET, 730.20 (WT: 42)	42	SF	2.000
0126		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	200.000

Section 0012 STRUCTURE REPAIR (MAH-76-0606)

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0127		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0128		203E40000	BORROW (WT: NR)	NR	CY	29.000
0129		511E81500	CONCRETE, MISC.:BACKWALL REPAIR (WT: 29)	29	CF	3.000

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0130		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)(EPOXY URETHANE) (WT: 57)	57	SY	1,058.000
0131		512E73500	TREATING CONCRETE BRIDGE DECKS WITH GRAVITY FED RESIN (WT: NR)	NR	SY	1,384.000
0132		512E74000	REMOVAL OF EXISTING COATINGS FROM CONCRETE SURFACES (WT: NR)	NR	SY	1,058.000
0133		516E14100	SPECIAL - CONTINUOUS SEAL IN POLYMER CONCRETE JOINT (1 1/2") (WT: 29)	29	FT	14.000
0134		516E46801	REFURBISH AND RESET BEARING, AS PER PLAN (WT: 29)	29	EACH	10.000
0135		516E47001	JACKING AND TEMPORARY SUPPORT OF SUPERSTRUCTURE, AS PER PLAN (WT: 29)	29	LS	1.000
0136		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	300.000
0137		601E26000	DUMPED ROCK FILL, TYPE B (WT: 35)	35	CY	15.000
0138		613E41200	LOW STRENGTH MORTAR BACKFILL (WT: 29)	29	CY	5.000
0139		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	15.000
0140		630E80100	SIGN, FLAT SHEET, 730.20 (WT: 42)	42	SF	2.000
0141		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	200.000

Section 0013 STRUCTURE REPAIR (MAH-76-0701L)

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0142		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0143		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)(EPOXY URETHANE) (WT: 57)	57	SY	852.000
0144		512E73500	TREATING CONCRETE BRIDGE DECKS WITH GRAVITY FED RESIN (WT: NR)	NR	SY	1,205.000
0145		512E74000	REMOVAL OF EXISTING COATINGS FROM CONCRETE SURFACES (WT: NR)	NR	SY	452.000
0146		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	250.000
0147		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	21.000
0148		630E80100	SIGN, FLAT SHEET (WT: 42)	42	SF	6.000
0149		630E80100	SIGN, FLAT SHEET, 730.20 (WT: 42)	42	SF	1.000
0150		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	3.000
0151		630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	2.000
0152		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	150.000

Section 0014 STRUCTURE REPAIR (MAH-76-0701R)

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0153		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0154		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)(EPOXY URETHANE) (WT: 57)	57	SY	852.000
0155		512E73500	TREATING CONCRETE BRIDGE DECKS WITH GRAVITY FED RESIN (WT: NR)	NR	SY	1,205.000

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0156		512E74000	REMOVAL OF EXISTING COATINGS FROM CONCRETE SURFACES (WT: NR)	NR	SY	452.000
0157		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	250.000
0158		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	21.000
0159		630E80100	SIGN, FLAT SHEET (WT: 42)	42	SF	6.000
0160		630E80100	SIGN, FLAT SHEET, 730.20 (WT: 42)	42	SF	1.000
0161		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	3.000
0162		630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	2.000
0163		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	150.000

Section 0015 STRUCTURE REPAIR (MAH-80-0076L)

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0164		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0165		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)(EPOXY URETHANE) (WT: 57)	57	SY	250.000
0166		512E73500	TREATING CONCRETE BRIDGE DECKS WITH GRAVITY FED RESIN (WT: NR)	NR	SY	1,333.000
0167		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	150.000
0168		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	21.000
0169		630E80100	SIGN, FLAT SHEET (WT: 42)	42	SF	6.000
0170		630E80100	SIGN, FLAT SHEET, 730.20 (WT: 42)	42	SF	1.000
0171		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	2.000
0172		630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	2.000
0173		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	100.000

Section 0016 STRUCTURE REPAIR (MAH-80-0076R)

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0174		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0175		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)(EPOXY URETHANE) (WT: 57)	57	SY	250.000
0176		512E73500	TREATING CONCRETE BRIDGE DECKS WITH GRAVITY FED RESIN (WT: NR)	NR	SY	1,699.000
0177		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	150.000
0178		601E26000	DUMPED ROCK FILL, TYPE B (WT: 35)	35	CY	2.000
0179		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	21.000
0180		630E80100	SIGN, FLAT SHEET (WT: 42)	42	SF	6.000
0181		630E80100	SIGN, FLAT SHEET, 730.20 (WT: 42)	42	SF	1.000
0182		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	3.000

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0183		630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	2.000
0184		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	100.000

Section 0017 STRUCTURE REPAIR (MAH-80-0246L)

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0185		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0186		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)(EPOXY URETHANE) (WT: 57)	57	SY	250.000
0187		512E73500	TREATING CONCRETE BRIDGE DECKS WITH GRAVITY FED RESIN (WT: NR)	NR	SY	1,333.000
0188		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	150.000
0189		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	21.000
0190		630E80100	SIGN, FLAT SHEET (WT: 42)	42	SF	6.000
0191		630E80100	SIGN, FLAT SHEET, 730.20 (WT: 42)	42	SF	1.000
0192		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	2.000
0193		630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	2.000
0194		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	100.000

Section 0018 STRUCTURE REPAIR (MAH-80-0246R)

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0195		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0196		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)(EPOXY URETHANE) (WT: 57)	57	SY	250.000
0197		512E73500	TREATING CONCRETE BRIDGE DECKS WITH GRAVITY FED RESIN (WT: NR)	NR	SY	1,334.000
0198		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	150.000
0199		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	21.000
0200		630E80100	SIGN, FLAT SHEET (WT: 42)	42	SF	6.000
0201		630E80100	SIGN, FLAT SHEET, 730.20 (WT: 42)	42	SF	1.000
0202		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	3.000
0203		630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	2.000
0204		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	100.000

Section 0019 STRUCTURE REPAIR (MAH-80-0313L)

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0205		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0206		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)(EPOXY URETHANE) (WT: 57)	57	SY	250.000

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0207		512E73500	TREATING CONCRETE BRIDGE DECKS WITH GRAVITY FED RESIN (WT: NR)	NR	SY	1,341.000
0208		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	150.000
0209		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	21.000
0210		630E80100	SIGN, FLAT SHEET (WT: 42)	42	SF	6.000
0211		630E80100	SIGN, FLAT SHEET, 730.20 (WT: 42)	42	SF	1.000
0212		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	3.000
0213		630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	2.000
0214		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	100.000

Section 0020 STRUCTURE REPAIR (MAH-80-0313R)

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0215		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0216		203E40000	BORROW (WT: NR)	NR	CY	2.000
0217		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)(EPOXY URETHANE) (WT: 57)	57	SY	250.000
0218		512E73500	TREATING CONCRETE BRIDGE DECKS WITH GRAVITY FED RESIN (WT: NR)	NR	SY	1,131.000
0219		519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN (WT: 29)	29	SF	150.000
0220		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	21.000
0221		630E80100	SIGN, FLAT SHEET (WT: 42)	42	SF	6.000
0222		630E80100	SIGN, FLAT SHEET, 730.20 (WT: 42)	42	SF	1.000
0223		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	2.000
0224		630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	2.000
0225		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	100.000

Section 0021 INCIDENTALS

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0226		100E00300	SPECIAL - PREMIUM ON RAILROADS' PROTECTIVE PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE (WT: NR)	NR	LS	1.000
0227		103E05000	PREMIUM FOR CONTRACT PERFORMANCE BOND AND FOR PAYMENT BOND (WT: NR)	NR	LS	1.000
0228		614E11000	MAINTAINING TRAFFIC (WT: 39)	39	LS	1.000
0229		619E16010	FIELD OFFICE, TYPE B (WT: NR)	NR	MNTH	6.000
0230		623E10000	CONSTRUCTION LAYOUT STAKES AND SURVEYING (WT: NR)	NR	LS	1.000
0231		624E10000	MOBILIZATION (WT: NR)	NR	LS	1.000