

Project Number: 060002

PID #: 6080

Contract ID: CMAH6080

DBE Goal: 7%

Mahoning

I R 80 - 0.97

0805046

Major Reconstruction

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

PROPOSAL

STATE OF OHIO

DEPARTMENT OF TRANSPORTATION

Gordon Proctor, Director

February 1, 2006

DO NOT SUBMIT MORE THAN ONE BID PROPOSAL FOR EACH BID
(EXACT PREQUALIFICATION NAME AND STREET ADDRESS MUST APPEAR BELOW)

Submitted by _____

Street _____

City _____

State _____ Zip Code _____

Bidder Id _____

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

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

PN 006 10/15/2004 - NOTICE TO BIDDERS

Prequalification

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

Certificate of Compliance with Affirmative Action Programs

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

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

ELECTRONIC BIDDING REQUIREMENTS

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

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

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

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

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

Addenda and/or amendments must be acknowledged in the Miscellaneous Section of the Expedite (EBS) file in order for your bid to be considered for award of this project. The section contains the certification of receipt of all hard copy proposals, addenda, amendments, plans, standard specifications and supplemental specifications. Supplemental Questionnaire information regarding the bidder's outstanding ODOT and non-ODOT work, EEO certification (on Federally-funded projects only), and certification

against debarment and suspension have also been included in this section. Bid Express will not accept bids that do not have amendments incorporated. Failure to incorporate changed quantities or items in your Expedite (EBS) submissions will result in the rejection of your bid.

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

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

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

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

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

PN 007 - 10/15/2004 - TRUCK LEASING

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

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

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

1. When the materials or supplies are obtained from a DBE manufacturer the prime contractor may receive credit for 100 percent of the cost of the materials or supplies

toward the DBE goal. For purposes of this section, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

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

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

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

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

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

PN 033 - 10/15/2004 - AS PER PLAN DESIGNATION - PROPOSAL NOTE

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

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

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

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

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

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

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

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

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

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

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

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

The current version of the following will govern this improvement:

Policies:

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

Standard Procedures:

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

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

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

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

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

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

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

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

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

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

PN 037 - 10/15/2004 - UTILITY NOTE

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

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

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

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

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

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

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

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

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

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

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

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows: Goals for minority participation is 9.4 percent for all crafts in the covered area of EA (04) shown in the attachment to ODOT letter of March 17, 1983. Goals for all other economic areas as discussed in the following paragraph are established per our letter dated March 17, 1983. Goals for female participation in each trade for the "covered area" (Ohio) is 6.9 percent.

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

The Contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

REQUIRED REPORTS

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

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

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

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

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

PN 029 - 10/15/2004 – ON - THE - JOB TRAINING (OJT) PROGRAM PROVISIONS

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

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

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

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

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

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

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

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

The Contractor must provide the following reports:

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

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

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

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

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

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

1. GENERAL

- a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form PR- 1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.
- b. The contractor will work with the State Highway Agencies and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.
- c. The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal Employment Opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection I of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. EQUAL EMPLOYMENT OPPORTUNITY POLICY

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

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

3. EQUAL EMPLOYMENT OPPORTUNITY OFFICE

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

4. DISSEMINATION OF POLICY

- a. All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - (1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
 - (2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.
 - (3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the contractor's procedures for locating and hiring minority group employees.
- b. In order to make the contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will the following actions:
 - (1) Notices and posters setting forth the contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - (2) The contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. RECRUITMENT

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

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

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

6. PERSONNEL ACTIONS

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

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

7. TRAINING AND PROMOTION

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

- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. UNIONS

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

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

9. SUBCONTRACTING

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

10. RECORDS AND REPORTS

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

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

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

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

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

material suppliers where the subcontracts or material supply agreements exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

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

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

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

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

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

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

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

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

PN 046 - 10/15/2004 - SUBCONTRACT AGREEMENTS

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

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

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

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

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

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

WAIVER PROCESS FOR DBE GOAL

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

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

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

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

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

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

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

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

SANCTIONS

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

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

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

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

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

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

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

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

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

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

Drug-Free Workplace (DFWP) Discount Program

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

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

PN 090 - 10/15/2004 - NOTICE OF PREQUALIFICATION CHANGES

Due to recent changes in Ohio law many of the Departments prequalification requirements have been revised. As a result of this revision the Department will indicate the work type required for each pay item. If the line item does not have a corresponding work type, NR will be shown in the work type column. This proposal note will govern the assignment of work types to pay items.

However, the prime contractor may perform incidental work items for which he does not hold the required work type provided the cost of the work does not exceed 5% of the total bid. The 5% will not change with an addition or deletion during the pendency of the contract.

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

PN 032 - 10/15/2004 - WORK TYPE CODES AND DESCRIPTIONS

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

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

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

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

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

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

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

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

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

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

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

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

PN 061 - 10/15/2004 -WAGE SCALE ON ALL FEDERAL-AID PROJECTS - 11-1-2002

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

State of Ohio	Decision No. OH030002
	Decision Date 10/07/2005

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

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

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

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

The Contractor and all subcontractors shall pay all wages and fringe benefits by company check. All payroll records and canceled pay checks shall be maintained for at least three years after the termination of the Contractor's responsibility as defined in section 109.12 (E) of the 2002 Construction and Material Specifications Manual. The Contractor's and all subcontractors' payroll records and canceled pay checks shall be made available for inspection by the Department and the U.S. Department of Labor, upon request, anytime during the life of the contract, and for three years thereafter by the U.S. Department of Labor. Additionally, the Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.

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

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

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

Additionally, a copy of the "Apprentice Certification" obtained from the USDOL, Bureau of Apprenticeship and Training, must accompany the first certified payroll submitted for all apprentices working on this project.

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

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

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

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

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

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

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

REPORTING BID RIGGING

To report bid rigging activities call:

1-800-424-9071

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

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

PN 107 – 4/15/2005 - CRITICAL PATH METHOD PROGRESS SCHEDULE

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

II. Baseline Requirements. The Contractor shall submit an interim project schedule within 30 days after the execution of the Contract or prior to start of work, whichever comes first. Work cannot start until the interim schedule is submitted. The interim schedule shall include detailed activities for the work to be accomplished during the first 90 days of the Contract, and summary activities for the balance of the work. The interim project schedule can be in bar chart format or CPM schedule format. The Contractor does not need to submit an interim schedule if no work is anticipated within 90 days of contract execution.

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

For schedules that are "rejected", the Engineer shall indicate in writing all portions of the schedule that are not in compliance with the contract requirements. The Project Engineer shall conduct a mandatory meeting with the Contractor and the Contractor's Schedule Representative within 14

days of the Engineer's written notice. The purpose of this meeting is to resolve all issues with the detailed CPM schedule. At this meeting the Contractor shall provide clarification and all additional information necessary for the Engineer to "approve" the schedule.

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

The Engineer approves or rejects the schedule for compliance to the contract documents. Approval of the schedule does not revise the Contract Documents. The detailed baseline CPM schedule must be "approved" or "approved as noted" by the Engineer prior to the Engineer evaluating any contractor claims associated with time impacts.

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

Include the following Administrative Identifier Information:

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

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

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

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

Activity requirements are discussed in further detail as follows:

1. Activity Identification (ID)
Assign each activity a unique identification number.

2. **Activity Description**
Assign each activity an unambiguous descriptive word or phase. For example, use "Excavate Area A," not "Start Excavation."
3. **Activity Original Duration**
Assign a planned duration in working days for each activity. Do not exceed a duration of 20 working days for any activity unless approved by the Engineer. Do not represent the maintenance of traffic, erosion control, and other similar items as single activities extending to the Completion Date. Break these Contract Items into component activities in order to meet the duration requirements of this paragraph.
4. **Activity Relationships**
Use only finish-to-start relationships with no leads or lags or start-to-start relationships with lags no greater than the predecessor duration to link activities. All activities, except the first activity, shall have a predecessor(s). All activities, except the final activity, shall have a successor(s).
5. **Constraints**
Use constraints sparingly in the schedule. If constraints are used, use only Early Constraint or Late Constraint.
6. **Seasonal Weather Conditions**
The winter shutdown periods shall be shown using non-work calendars. The activity can be assigned to a calendar indicating time periods of non-work. These custom calendars can be created to show days, weeks, or months of non-work. Seasonal weather conditions shall be considered and included in the planning and scheduling of all work.
7. **Linking Projects**
Independent projects shall not be linked using Primavera's Interproject Relationship Manager Application.
8. **Activity Codes**
The Contractor shall, at a minimum, include codes for Work Area, Category of Work, and Responsibility for each activity. Other activity codes may be used if allowed in writing by the Engineer.
9. **Schedule Options**
The schedule may only be calculated using retained logic. Show open ends as non-critical. Schedule durations are to be contiguous. Total Float shall be calculated as finish float.

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

1. **CPM Schedule in a Bar Chart Format**
Include the Administrative Identifier Information discussed in 108.02 on the first page of the schedule. For each activity on the chart, indicate the Activity ID, Activity Description, Original Duration, Remaining Duration, Total Float, Early Start Date, Early Finish Date, and Calendar ID. Use arrows to show the relationships among activities. Submit the baseline CPM schedule in a bar chart format, on paper. Identify the critical path of the project on the bar chart in red. The critical path is defined as; the longest path of activities in the project that determines the project completion date. The activities that make-up the critical path of activities are the "Critical Activities."

2. Six Week Look Ahead CPM Schedule in a Bar Chart Format
This schedule will have all the same requirements of the CPM schedule in bar chart format except that it shall be limited to those activities that have an early start or early finish within a six week period of the data date.
3. Scheduling Statistics Report
Submit a report of CPM schedule statistics, including number of activities, number of activities on the longest path, number of started activities, number of completed activities, number of relationships, percent complete, and number and type of constraints.
4. Logic Diagram (If requested by the Engineer)
Submit a diagram in PERT chart format showing the logic of the CPM schedule.
5. Activity ID Sort (If requested by the Engineer)
Submit a listing of all activities included in the CPM schedule sorted by ascending Activity Identification Number.
6. Total Float Sort (If requested by the Engineer)
Submit a listing of all activities included in the CPM schedule sorted by increasing total float and by early start date.
All float belongs to the project and is a shared commodity between the Contractor and the Department and is not for the exclusive use or benefit of either party. Either party has full use of the float until it is depleted.
7. Detailed Predecessor/Successor Sort (If requested by the Engineer)
Submit a listing of all activities included in the CPM schedule indicating the activities that immediately precede and immediately succeed that activity in the schedule logic.

The Engineer will review the Contractor's CPM schedule submission according to Section 108.02 of the Construction & Material Specifications.

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

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

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

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

of receipt. The Engineer will only reject revised CPM schedules that are not in compliance with contract requirements. The Engineer will "approve" the revisions before the Contractor incorporates the revisions in to the schedule.

Submit the following with each updated CPM schedule:

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

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

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

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

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

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

Item	Unit	Description
Special	Lump Sum	CPM Progress Schedule

PN 108 – 05/27/05 - DISPUTE REVIEW BOARD PROCESS

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

The Department and the Contractor awarded this contract will establish a three (3) member board of neutrals called a Dispute Review Board (DRB) to assist in the timely resolution of disputes and claims arising out of the work involved on this project.

Purpose

The purpose of the DRB is to provide special expertise to assist in and facilitate the timely and equitable resolution of disputes and claims in an effort to avoid delays to the contract work, minimize the expense of settlement, avoid litigation, and promote project partnering. The DRB will render non-binding recommendations on issues brought before them.

DRB Membership

The DRB will consist of one member selected by the Department and approved by the Contractor, and one member selected by the Contractor and approved by the Department. These first two members will mutually select and agree on the third member who will complement the construction and contract administration experience of the first two members and who will act as the Chairman for all DRB activities. All three members must meet the "Requirements of DRB Members" set forth below.

Requirements of DRB Members

It is desirable that the members of the DRB have at least ten years of experience with the type of construction involved on this project, construction contract administration principles, and dispute resolution.

Members of the DRB must not show or be perceived as showing partiality to either the Contractor or the Department. A DRB member shall not have any conflict of interest which could affect their ability to act in a disinterested and unbiased manner.

A person selected as a member of the DRB shall submit to the party appointing him/her a resume covering his/her applicable education and experience, a list of all DRBs, with meeting frequencies, on which he/she currently serves, and a disclosure statement covering, but not limited to, any of the following categories of relationships or prior involvement in this project:

1. Any direct or indirect ownership or financial interest in the Contractor, any consultant or consulting firm on the project, any subcontractor or supplier on the project or any business of another DRB member.
2. Current employment by the Department, the Contractor, or any consultants or consulting firms on the project. Service as a DRB member shall not be construed to be employment.
3. Current employment by any subcontractor or supplier on the project.
4. Within the one year period immediately prior to award of the contract, employment by the Department or the Contractor, any consultant or consulting firm on the project, any subcontractor or supplier on the project or any business of another DRB member. Service as a DRB member shall not be construed to be employment.
5. A close personal relationship with any key individual in any firm involved in the contract.
6. A prior involvement in the project of a nature, which might be construed as compromising his/her ability to act impartially in carrying out the duties of the DRB.
7. A contract as a consultant to the Contractor.
8. A contract as a consultant with any subcontractor or supplier on the project.

Category "1" and "2" relationships listed above shall disqualify a person from serving on the DRB for this project. The other categories listed above will be considered by the Department and the Contractor in arriving at their decision as to whether or not to accept a person as a member of the DRB. If a prospective DRB member who discloses a relationship or prior involvement in this project listed in other than category "1" and "2" is considered to be highly qualified and desirable as a DRB member, the Department and the Contractor may, by mutual agreement, approve that person to serve as a member on the DRB.

The Department may disqualify a person from serving on future DRBs for Department projects who submits a disclosure statement which fails to provide accurate and complete disclosure of a relationship that prohibits him/her from serving as a member on the DRB for this project or one of the possible conflicts of interest listed above.

Service as a member of other DRBs or as an arbitrator or mediator will not preclude a person from membership on the DRB for this project.

DRB Establishment

Every attempt shall be made by the Department and the Contractor to complete the selection of DRB members and execute the "Dispute Review Board Three-Party Agreement" prior to the date of the preconstruction conference. At a minimum, the following timeframes for establishment of the DRB must be followed.

Within twenty-one (21) calendar days of the signing of the contract, both the Department and Contractor shall each obtain a written commitment from their respective members to serve as a DRB member along with the resume and disclosure statement. These commitments shall include a clause that requires the first two members to immediately pursue selection of the third member. Within this same timeframe, the Department and Contractor must also give the other party notice of the person they have selected to serve as a DRB member. This notice shall be accompanied by the resume and disclosure statement submitted by that person.

Within fourteen (14) calendar days of receiving the notice of selection of a DRB member, the Department and the Contractor shall notify the other party in writing as to whether or not the person selected is acceptable. Failure to give this notice within the required timeframe shall be construed to be acceptance of that member.

If a person selected is not acceptable to the other party, the party who selected that person shall within seven (7) calendar days select another person and provide to the other party a notification accompanied by the resume and disclosure statement submitted by that person. Within seven (7) calendar days written notification shall be given as to whether or not the person selected is acceptable. Failure to give this notice within the required timeframe shall be construed to be acceptance of that member.

Once the Department and the Contractor have agreed upon the first two members of the DRB they shall immediately notify those members of their approval. Within seven (7) calendar days of this notification, the Department and Contractor will each provide the first two members with a list of not less than two (2) potential members from which the third member will be selected. Within seven (7) calendar days of receipt of the list of potential members, the first two members shall select the third member ensuring that the third member meets all the "Requirements of DRB Members" set forth above and give written notice to both the Department and Contractor accompanied by that person's resume and disclosure statement. In the event of an impasse in selection of the third member, that member shall be selected by mutual agreement of the Department and Contractor.

Immediately after agreement is reached on all members of the DRB, the Department, Contractor, and the members of the DRB shall execute the "Dispute Review Board Three Party Agreement" as provided at the end of this proposal note. The execution of this agreement will not modify the requirements, terms, or conditions of the contract.

DRB Member Termination

If during the life of the contract, a DRB member's status changes in regards to category "1" or "2" categories set forth in the "Requirements for DRB Members" above he/she shall immediately disclose this in writing to both the Department and the Contractor. Upon receiving such notification, the Department or the Contractor may, within seven (7) calendar days, give notice that this DRB member is no longer acceptable. In no event, shall a DRB member participate in a hearing by the DRB of a dispute or claim involving a firm by which he/she is employed.

Service of a member of the DRB may be terminated at any time with not less than thirty (30) calendar days notice as follows:

1. The Department may terminate the service of the Department appointed member.
2. The Contractor may terminate the service of the Contractor appointed member.
3. The third member's service may be terminated only by agreement of the other two members.
4. Resignation of the member.

DRB Member Replacement

In the event that a vacancy on the DRB occurs, replacement members will be appointed in the same manner as the replaced member was appointed. The selection of a replacement DRB member shall be completed within thirty (30) days of the creation of the vacancy. The "Dispute Review Board Three Party Agreement" shall be amended to reflect the change of a DRB member.

DRB Operation and Duties

The DRB will establish its Operating Procedures for Dispute Resolution. The DRB may elect to adopt the "Dispute Review Board (DRB) Operating Procedures for Dispute Resolution" which can be found on ODOT's website at http://www.dot.state.oh.us/CONTRACT/construction_policy.htm in its entirety or a modified version thereof.

The members of the DRB will keep current on the progress of this project by: 1) quarterly visits to the project, 2) keeping current files, 3) meetings with other DRB members, and 4) meetings with Department and Contractor personnel. The frequency of project visits and meetings and content of members' files shall be as agreed upon among the Department, the Contractor, and members of the DRB.

The Chairman shall be responsible for arranging and conducting meetings, hearings, mediation sessions, project visits, and drafting DRB recommendations on claims presented to the DRB.

The DRB will not maintain an official transcript of its hearings or deliberations. The DRB members shall discharge their responsibilities impartially and independently considering the facts and conditions related to the matters under consideration and the provisions of the contract.

The salaries and expenses of the DRB members will be paid equally by the Department and Contractor as provided in the executed agreement.

Should the Department and the Contractor mutually agree to terminate a "Dispute Review Board Three Party Agreement," the existing "Dispute Review Board Three Party Agreement" will remain in force until replaced by another fully executed "Dispute Review Board Three Party Agreement."

The DRB will exist for the life of this project only and will not review disputes or claims on any other project unless as otherwise agreed upon by the Department and the Contractor. If, after the Department has made final acceptance of the project, there are unresolved disputes and claims remaining, the "Dispute Review Board Three Party Agreement" shall remain active and in full force and effect until the project is otherwise administratively closed by the Department following

final payment so that the DRB may continue in operation until all unresolved disputes and claims are resolved.

Disputes and Claims

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

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

Disputes and claims subject to review by the Department and DRB will include:

1. Interpretation of specifications, standard drawings, plans, proposal, working drawings, change orders, and orders by Department personnel having authority over the project.
2. Differing site conditions as defined in 104.02.B.
3. Cost and time incurred by:
 - a. Suspension of the work pursuant to 104.02.C.
 - b. Significant changes in character of work pursuant to 104.02.D.
 - c. Utility interference with the work pursuant to 105.07 and 4A notes.
 - d. Extra work ordered pursuant to 104.02.F and the policy on Change Orders.
 - e. Acts or inaction of the Department or other government agencies.
4. Adequacy and constructability of the plan design.
5. Contract time extensions due to weather, shortages of labor, equipment, or materials, or other causes beyond the Contractor's control as defined in 108.06 and the Policy 27-012(P) - Time Extensions and Waiver of Liquidated Damages.
6. Other subjects mutually agreed upon by the Department and Contractor to be within the scope of the Dispute Review Board Process.

Process

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

All parties to the dispute must adhere to the Dispute Review Board Process. Department personnel involved in the second tier review or the DRB will not consider a dispute until the previous tier has properly reviewed the dispute and issued a decision. The Contractor's personnel shall not contact Department personnel involved in a second tier review or the DRB until a decision has been issued by the previous tier.

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

Continuation of Work.

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

Step 1 (On-Site Determination).

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

Step 2 (District Dispute Resolution Committee).

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

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

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

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

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

Step 3 (Appeal to DRB).

Within fourteen (14) calendar days of receipt of the Step 2 decision, the Contractor must submit a written *Notice of Intent to Appeal to the DRB* to the Chair of the DRB. This notice shall state the Contractor's request for a DRB hearing. The Contractor must also submit copies of this notice to the DCE and Deputy Director of the Division of Construction Management.

The dispute becomes a claim when the Chair of the DRB receives the *Notice of Intent to Appeal to the DRB*.

The Operating Procedures for Dispute Resolution established by the DRB will set forth the Step 3 (Appeal to DRB) process in detail. At a minimum, these procedures will establish both the requirements and timeframes for documentation submissions by both the Contractor and Department, documentation exchange between the Contractor and Department, and the hearing procedures.

In accordance with the DRB's Operating Procedures for Dispute Resolution, the Contractor will be instructed to submit its Claim Documentation. In addition to the documentation submitted at Step 2, the narrative shall be enhanced to include sufficient description and information to enable understanding by a third party who has no knowledge of the dispute or familiarity with the project. This documentation must also include a discussion of the efforts taken to partner the dispute. The DRB may also require additional information be included in the Contractor's Claim Documentation.

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

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

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

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

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

(The Contractor)

By: _____
(Name and Title)

Date of Execution: _____

In accordance with the DRB's Operating Procedures for Dispute Resolution, the District will be instructed to submit its Claim Documentation in response to the Contractor's Claim Documentation. At a minimum, the District's Claim Documentation must include:

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

The DRB may also require additional information be included in the District's Claim Documentation.

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

The DRB will hear the entire claim. The DRB will hear oral presentations from both sides. The DRB may, on its own initiative, request information of the Contractor or the Department in addition to that submitted for the hearing. If either party fails to reasonably comply with such request, the DRB may render its recommendation without such information.

Upon completion of the hearing and consideration of any additional information submitted upon request, the DRB will render its written recommendation within fourteen (14) calendar days of the hearing. The recommendation of the DRB shall be by majority vote. The Chairman must submit copies of the recommendation to the Contractor, DCE and Deputy Director of the Division of Construction Management. Within three (3) days of receipt of the recommendation, either party may request a meeting of the DRB the purpose of which will be to hear the DRB's explanation of the recommendation. Within seven (7) days of this request, the Chairman shall conduct this meeting with both the Department and the Contractor.

Within twenty-one (21) calendar days of receipt of the recommendation, the Contractor must indicate its intentions in writing to the Department in regards to the recommendation. The Assistant Director of Highway Management and the Assistant Director of Planning and Production will determine the Department's intentions in regards to the recommendation. This determination will be issued in writing within twenty-one (21) calendar days of receipt of the recommendation.

Either the Department or the Contractor may appeal a recommendation to the DRB for reconsideration. However, reconsideration will only be allowed when there is new evidence to present.

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

Interest on Claims.

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

Binding Arbitration.

In lieu of the DRB hearing or at any time after the Board hearing, the Contractor may request that the claim proceed through binding arbitration. The Department may agree to binding arbitration as defined by ORC 5525.23 in the manner in which this method is practiced by the Department and allowed by law.

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

**DISPUTE REVIEW BOARD
THREE PARTY AGREEMENT**

THIS THREE PARTY AGREEMENT, hereinafter called "**AGREEMENT**", made and entered into this _____ day of _____, 20____, between the Ohio Department of Transportation, hereinafter called the "**DEPARTMENT**"; and _____, hereinafter called the "**CONTRACTOR**"; and the Dispute Review Board, hereinafter called the "**DRB**" and consisting of three members:

_____, **CONTRACTOR** Member, _____, **DEPARTMENT** Member
and _____
Third Member and Chair

WITNESSETH, that

WHEREAS, the **DEPARTMENT** is now engaged in the construction of project (XXX-XX);
and

WHEREAS, the contract for project (XXX-XX) provides for the establishment and operation of the **DRB** to assist in resolving disputes and claims; and

WHEREAS, the **DRB** is composed of three members, one selected by the **DEPARTMENT**, one selected by the **CONTRACTOR**, and the third member selected by the aforementioned two;

NOW THEREFORE, in consideration of the terms, conditions, covenant, and performance contained herein, or attached and incorporated and made part hereof, the parties hereto agree as follows:

I DESCRIPTION OF WORK

In order to assist in the resolution of disputes and claims between the **CONTRACTOR** and the **DEPARTMENT**, the **DEPARTMENT** has provided in the (XXX-XX) contract, for the establishment of the **DRB**. The purpose of this **DRB**, is to fairly and impartially consider disputes placed before it and provide written recommendations for resolution of these disputes to both the **DEPARTMENT** and the **CONTRACTOR**. **DRB** members shall perform the services necessary to participate in the **DRB's** actions as designated in Section II, Scope of Work.

II SCOPE OF WORK

The Scope of Work of the **DRB** includes, but is not limited to, the following items of work:

A. Operating Procedures for Dispute Resolution

Upon execution of the **AGREEMENT**, the **DRB** shall establish Operating Procedures that will govern the conduct of its business based on the Dispute Review Board (DRB) Guidelines which can be found on ODOT's website at http://www.dot.state.oh.us/CONTRACT/construction_policy.htm. The **DRB** may elect to adopt the "Dispute Review Board Operating Procedures for Dispute Resolution" which can be found on the same website in its entirety or a modified version thereof. At a minimum, these procedures will establish both the requirements and timeframes for documentation submissions by both the **CONTRACTOR** and **DEPARTMENT**, documentation exchange between the **CONTRACTOR** and **DEPARTMENT**, and the hearing procedures. The members of the **DRB** will keep current on the progress of this project by: 1) quarterly visits to the project, 2) keeping current files, 3) meetings with other **DRB** members, and 4) meetings with **DEPARTMENT** and **CONTRACTOR** personnel. The frequency of project visits and meetings and content of members' files shall be as agreed upon among the **DEPARTMENT**, **CONTRACTOR**, and members of the **DRB**.

Upon receipt by the **DRB** of a written *Notice of Intent to Appeal to the DRB* of a dispute, from either the **CONTRACTOR** or the **DEPARTMENT**, the **DRB** shall convene to review and consider the appeal. The time and location of **DRB** meetings shall be determined by the **DRB** with reasonable notice to the **DEPARTMENT** and **CONTRACTOR**. Both the **DEPARTMENT** and **CONTRACTOR** shall be given the opportunity to present their evidence at these meetings. It is expressly understood that the **DRB** members are to act impartially and independently in the consideration of the contract provisions, and the facts and conditions surrounding any written appeal presented by the **DEPARTMENT** or the **CONTRACTOR**, and that the recommendations concerning any such appeal are advisory. The **DRB** recommendations, resulting from their consideration of a dispute or claim, shall be furnished in writing to the **DEPARTMENT** and to the **CONTRACTOR** in accordance with the process set forth in the Dispute Review Board proposal note. The recommendations shall be based on the pertinent contract provisions and the facts and circumstances involved in the dispute.

Either the **DEPARTMENT** or the **CONTRACTOR** may appeal a recommendation to the **DRB** for reconsideration. However, reconsideration will only be allowed when there is new evidence to present.

B. DRB Member Replacement

Should the need arise to appoint a replacement **DRB** member, the replacement **DRB** member shall be appointed in the same manner as the original **DRB** members were appointed. The selection of a replacement **DRB** member shall begin promptly upon notification of the necessity for a replacement and shall be completed within 30 calendar days. The **AGREEMENT** shall be amended to indicate a change in **DRB** membership.

III

CONTRACTOR RESPONSIBILITY

The **CONTRACTOR** shall furnish to each **DRB** member, one copy of all pertinent documents which are or may become necessary for the **DRB** to perform their function. Pertinent documents are any drawings or sketches, calculations, procedures, schedules, estimates, or other documents which are used in the performance of the work or in justifying or substantiating the **CONTRACTOR's** position. A copy of such pertinent documents must also be furnished to the **DEPARTMENT**.

The **CONTRACTOR** shall furnish to the **DRB** three sets of documents which are or may become pertinent to the activities of the **DRB**, except documents furnished by the **DEPARTMENT**.

Except for its participation in the **DRB's** activities as provided in the contract and in this **AGREEMENT**, the **CONTRACTOR** will not solicit advice or consultation from the **DRB** or any of its members on matters dealing in any way with the project, the conduct of the work, or resolution of problems.

IV

DEPARTMENT RESPONSIBILITIES

The **DEPARTMENT** shall furnish the following services and items:

A. Contract Related Documents

The **DEPARTMENT** shall furnish the **DRB** three copies of the contract for project (XXX-XX) , change orders, written instructions issued by the **DEPARTMENT** to the **CONTRACTOR**, or other documents pertinent to the performance and therefore, necessary for the **DRB** to perform their function.

B. Coordination and Services

The **DEPARTMENT's** Engineer for the (XXX-XX) project will, in cooperation with the **CONTRACTOR**, coordinate the operations of the **DRB**. The **DEPARTMENT**, through the Engineer, will arrange or provide conference facilities at or near the contract site and provide secretarial and copying services.

Except for its participation in the **DRB's** activities as provided in the contract and in this **AGREEMENT**, the **DEPARTMENT** will not solicit advice or consultation from the **DRB** or any of its members on matters dealing in any way with the project, the conduct of the work, or resolution of problems.

V
DURATION OF DRB

The **DRB** will exist for the life of the (XXX-XX) project only and will not review disputes or claims on any other project unless as otherwise agreed upon by the **DEPARTMENT** and the **CONTRACTOR**. If, after the **DEPARTMENT** has made final acceptance of the project, there are unresolved disputes and claims remaining, the **AGREEMENT** shall remain active and in full force and effect until the project is otherwise administratively closed by the **DEPARTMENT** following final payment so that the **DRB** may continue in operation until all unresolved disputes and claims are resolved.

VI
COMPENSATION

The **DRB** members will be paid by the **CONTRACTOR** monthly. The **DEPARTMENT** will reimburse the **CONTRACTOR** for the fee and expenses of the **DEPARTMENT** Member and one-half of the fee and expenses of the third member.

A. Compensation Allowed

1. **DEPARTMENT** and **CONTRACTOR** Members' Fees
Department and **CONTRACTOR** Members shall be paid at the rates contained in their individual agreements with the **DEPARTMENT** and **CONTRACTOR**. These rates may be negotiated to include all expenses with no additional compensation for travel expenses.
2. Third Member's Fee
The Third Member shall be paid at the rate of \$_____ including travel time and all travel expenses.

B. Payment

1. Submission for Compensation
Each member shall submit to the **CONTRACTOR**, monthly, their individual billable time, and required supporting documentation.
2. Member Compensation
After review and verification by the **CONTRACTOR** and **DEPARTMENT** of the members' submissions for compensation, the **CONTRACTOR** shall pay each member their earned fees.
3. **CONTRACTOR** Reimbursement
The **DEPARTMENT** will reimburse the **CONTRACTOR** for all the fees of the **DEPARTMENT** appointed member and for one-half of the fees of the third member. This reimbursement shall be by project estimate made on an estimated cost of force account change order. This change order compensation will not contain any **CONTRACTOR** mark up.

VII
ASSIGNMENT OF TASKS OF WORK

The **DRB** members shall not assign any of the work of this **AGREEMENT**.

VIII CONFLICT

The members of the **DRB** agree individually that they do not have any direct or indirect ownership or financial interest in the **CONTRACTOR**, any consultant or consulting firm on the project, any subcontractor or supplier on the project or any business of another **DRB** member. The members of the **DRB** agree individually that they are not currently employed by the **DEPARTMENT**, the **CONTRACTOR**, or any consultants or consulting firms on the project. Service as a member of other DRB's or as an arbitrator or mediator shall not be construed to be employment. The members of the **DRB**, the **DEPARTMENT**, and the **CONTRACTOR** agree that during the life of the contract, no unilateral discussion will be had or agreement will be made between any **DRB** member and any party to this **AGREEMENT** for employment after the contract is completed.

In the event that a **DRB** member's status changes in regards to the aforementioned areas of conflict, the members of the **DRB** agree individually to immediately disclose this in writing to both the **DEPARTMENT** and the **CONTRACTOR**. Upon receiving such notification, the **DEPARTMENT** or the **CONTRACTOR** may, within seven (7) calendar days, give notice that this **DRB** member is no longer acceptable. In no event, shall a **DRB** member participate in a hearing by the **DRB** of a dispute or claim involving a firm by which he/she is employed.

IX TERMINATION OF AGREEMENT

The parties to this **AGREEMENT** mutually agree that this **AGREEMENT** may be terminated at any time upon not less than thirty (30) calendar days written notice to the other parties. **DRB** members may withdraw from the **DRB** by providing such notice. **DRB** members may be terminated for cause only by their original appointing authority, therefore, the **DEPARTMENT** may only terminate the **DEPARTMENT** appointed member, the **CONTRACTOR** may only terminate the **CONTRACTOR** appointed member, and the first two members must agree to terminate the third member.

X LEGAL RELATIONS

The parties hereto mutually understand and agree that the **DRB** member in the performance of duties on the **DRB**, is acting in the capacity of an independent agent and not as an employee of either the **DEPARTMENT** or the **CONTRACTOR**.

No party to this **AGREEMENT** shall bear a greater responsibility for damages or personal injury than is normally provided by Federal and Ohio Law.

**XII
FEDERAL REVIEW**

The Federal Highway Administration shall be informed of the work of the **DRB** and shall have the right to attend any meeting or hearing of the **DRB**.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

DRB MEMBER

DRB MEMBER

By: _____
Title: _____

By: _____
Title: _____

DRB MEMBER

By: _____
Title: _____

CONTRACTOR

OHIO DEPARTMENT OF TRANSPORTATION

By: _____
Title: _____

By: _____
Title: _____

Approved as to Form Only this
____ day of _____, 20__

Assistant Attorney General

PN 110 - 4/15/2005 - ESCROW BID DOCUMENTS

1. Scope and Purpose. The purpose of this note is to preserve the Contractor's and subcontractors' Bid Documents for use by the parties in the settlement of disputes and claims.

The Department will not use Escrow Documents to assess the Contractor's or subcontractors' qualifications for performing the Work. The Escrow Documents are, and will always remain, the property of the Contractor or subcontractors, subject to joint review by the Department and Contractor or subcontractors, as provided below.

Escrow Documents consist of one copy of all documents generated in preparation of the Proposal. This includes handwritten notes, records of phone conversations and phone quotes, letters, faxes, e-mails both printed and electronically archived, formal quotations, calculations, work sheets, conceptual progress schedules, marked up plan sheets, and any other paper or electronic record of how the Work was originally bid. These documents will be held in escrow for the duration of the Contract.

2. Submittal. The low bidder and the second low bidder shall submit their Bid Documents for purposes of escrow by 4:00 p.m. in the Office of Contracts at 1980 West Broad Street, Columbus, Ohio the next business day after the bid opening. The Escrow Documents

shall be submitted in a sealed container containing only the Escrow Documents. Clearly mark the container with the Contractor's and subcontractors' name, date of submittal, project name and number, and the words "Escrow Documents."

Submittal shall be in accordance with this note. Failure of the low bidder or the second low bidder to submit their Bid Documents for purposes of escrow in a timely manner as defined above will result in a determination by the Department that the bid submitted by that particular bidder is non-responsive and ineligible for award.

3. Stipulations and Acknowledgements. The Department stipulates and expressly acknowledges that the Escrow Documents constitute proprietary information. This acknowledgement is based on the Department's expressed understanding that the information contained in the Escrow Documents is not known outside the Contractor's or subcontractors' business, is known only to a limited extent and by a limited number of the Contractor's or subcontractors' employees, and is safeguarded while in the Contractor's or subcontractors' possession. The Department further acknowledges that the Escrow Documents and the information they contain are provided for the joint use of the Contractor or the subcontractors and the Department.

The Contractor and subcontractors agree, as a requirement of the Contract, that the Escrow Documents constitute all the information used in the preparation of the Bid, and that no other Bid preparation information will be considered in the resolution of disputes and claims. The Contractor and subcontractors also agree that nothing in the Escrow Documentation shall change or modify the terms or conditions of the Contract Documents.

The Department further agrees to safeguard the Escrow Documents, and all information they contain, against disclosure to the fullest extent permitted by law.

4. Format and Contents. The Contractor and subcontractors may submit Escrow Documents in their usual cost estimating format. It is not the intention of this subsection to cause the Contractor to expend additional effort during Proposal preparation, but to ensure that the Escrow Documents are adequate to enable complete understanding and proper interpretation for their intended use.

Ensure that the Escrow Documents clearly itemize the estimated costs of performing the Work of each contract item in the Proposal. Separate contract items into such items necessary to present a complete and detailed estimate of all costs. Detail the plant, equipment, material, and indirect costs in the Contractor's usual format. Ensure that the allocation of contingencies, mark ups, and other items are identified for each contract item.

Identify all elements of pricing developed solely based on experience or market factors, and for which a detailed cost estimate does not exist.

Identify all costs. For contract items amounting to less than \$10,000, the Contractor may provide estimated costs without a detailed cost estimate.

Ensure that the Escrow Documents include all quantity take-offs, calculations of rates of production and progress, copies of quotes from subcontractors and suppliers, memoranda, narratives, add/deduct sheets, and all other information used by the Contractor to arrive at the prices contained in the Proposal.

5. Late Revisions. If the itemized cost breakdowns and allocations described elsewhere are not revised to reflect the final Bid prices, then submit information reconciling the Bid preparation documents and the Bid unit prices. Consider this reconciliation as a part of the Escrow Documents and include in the submittal.

6. Storage. The Department will acknowledge receipt of the Escrow Documents and place the Escrow Documents in an institution in Columbus, Ohio that is mutually agreed upon by both the Contractor and the Department for the life of the Contract. The Department will pay the cost of storage.

7. Examination. The Department, the Contractor, and when necessary, the applicable subcontractors will examine the Escrow Documents, at any time deemed necessary by either the Department or the Contractor, to assist in the negotiation of the settlement of disputes and claims; ensure that subcontractors are present if and when they are presenting a claim through the Contractor or when information is needed. The Contractor, applicable subcontractors, and the Department will be present to review the Escrowed Documents.

Examination of the Escrow Documents is subject to the following conditions:

- a. The Escrow Documents are proprietary and confidential.
- b. Access to the documents will take place only in the presence of authorized representatives from the Department, Contractor, and the applicable subcontractors.
- c. The Contractor shall designate, in writing, the personnel from within the Contractor's organization who are authorized to examine the Escrow Documents. Submit this designation with the Escrow Documents. The Director or the designees may examine the Escrowed Documents.

8. Final Disposition. The Department will return the Escrow Documents to the Contractor and subcontractors after completion of the Contract and after all disputes and claims have been settled.

9. Escrow Agreement for Contract Bid Documents. The following Escrow Agreement shall be executed within ten (10) days after award of the Contract.

THIS AGREEMENT is made and entered into this ___th day of Month, _____, by and among the Ohio Department of Transportation, an agency of the State of Ohio, hereinafter called the "Department", _____ the "Contractor", and the _____, hereinafter called the "Escrow Agent".

WHEREAS, the Department and Contractor entered into that certain construction contract dated _____, hereinafter called the "Contract", for the construction of Project Number _____, pursuant to which the Contractor shall cause the work therein to be constructed; and

WHEREAS, the Department and Contractor are desirous of entering into an Escrow Agreement, to provide for specific contingencies governing the escrow and control of contract bid documentation; hereinafter called "Bid Documents"; and

WHEREAS, the Department and Contractor desire the Escrow Agent to hold the Bid Documents of the Contractor;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, it is agreed by and between the parties hereto that:

ARTICLE I - Contract Escrow Bid Documentation

The parties hereto agree to the establishment of Escrow of the Bid Documents for the contract pursuant to the Department's specifications pertaining to construction under the contract. It is the understanding of the parties hereto that the Department shall pay the Escrow Agent, as determined by separate agreement, for the escrow of the Bid Documents submitted to the Escrow Agent under the terms of this Agreement.

ARTICLE II - Acknowledgment

By its signature below, the Escrow Agent hereby acknowledges receipt from the Department and Contractor of a sealed container bearing the Contractor's name, address and Contract Project Number assigned by the Department and containing the Bid Documents.

ARTICLE III - Deposit of Bid Documents

The Bid Documents shall remain on deposit with the Escrow Agent until those conditions of release, as specified in Article IV "Release from Escrow", are met. As long as the Bid Documents remain in escrow with the Escrow Agent, the Escrow Agent shall not allow any person access, to gain possession, or to in any way interfere with the sealed Bid Document container.

ARTICLE IV - Release from Escrow

Upon being presented, by the Department, with documentation that the Final Estimate for the Contract has been paid to the Contractor, the Escrow Agent shall deliver to the Contractor the sealed container bearing the Contractor's name, address and Contract Project Number on it. The Escrow Agent is also authorized to release the Bid Document sealed container to the Department without the Contractor's signed consent subject to the following conditions:

- * The Contractor has provided written notification to the Department of the Contractor's intention to file a claim related to the Contract; or
- * The Contractor has initiated litigation against the Department relating to the Contract.

Prior to any release from escrow to the Department, the Escrow Agent shall verify that either condition of release to the Department, as stated above, has been met by providing written notice to the Contractor of the Escrow Agent's intention to release the Bid Documents to the Department. Such written notice from the Escrow Agent shall be sent by overnight mail no less than ten (10) calendar days prior to release to the Department. Further, the written notice shall recite a date and time certain when the escrow documents will be released to the Department. The Contractor may be present at the time of release and also while the Department reviews the documents. Upon any release from escrow of the Bid Document container, the Escrow Agent shall cause the execution of Exhibit A, "ESCROW RELEASE for Contract Bid Documents," as

attached hereto and incorporate herein as if fully contained, by the party receiving the Bid Document container.

ARTICLE V - Indemnity

The Contractor agrees to indemnify and hold the Escrow Agent harmless against any loss, claim, damage, liability or expenses incurred in connection with any action, suit, proceeding, claim or alleged liability arising from this Escrow Agreement, provided, however, that the Escrow Agent shall not be so indemnified or held harmless for its negligence or acts of bad faith by it or any of its agents or employees.

The Escrow Agent shall have no responsibility as to the genuineness of the signature or the validity of any document deposited in the escrow, nor as to the legal capacity or identity of the parties to this escrow, and the Escrow Agent shall be justified in every act, omission or forbearance in reliance upon the Escrow Agreement so long as and to the extent that it shall act or have acted in good faith.

All of the terms and conditions in connection with the Escrow Agent's duties and responsibilities, and the rights of the undersigned parties are contained in the Escrow Agreement. The Trust Company is not required to be familiar with the provisions of any other instrument or agreement and shall not be charged with any responsibility or liability in connection with the observance or non-observance, by any person, of the provisions of any other such instrument or agreement.

The Escrow Agent shall not be responsible for the determination of any facts or conditions on which the parties may give notice, but the Escrow Agent may rely solely on the notice received from the parties as to the existence of such facts or conditions.

The Escrow Agent may act or refrain from acting in respect of any matter referred to in the Escrow Agreement or additional instructions received in the performance of its duties in full reliance upon the advice of counsel which may be selected by it, and shall be fully protected in so acting or refraining from acting upon the advice of such counsel.

The Escrow Agent may obey and comply with any order or process of a court (whether or not such court shall have jurisdiction) commanding it to do or to refrain from some act in relation to the subject matter of this escrow. It may rely and continue to rely conclusively upon such orders or process, notwithstanding that it may found subsequently to be void or voidable, until one of the Trust Officers of the Escrow Agent, shall have actual knowledge that such order or process shall have been modified, annulled, set aside, vacated or quashed.

ARTICLE VI - Notices

All notices and other communication shall be in writing and shall be deemed to have been duly given and delivered if mailed by certified mail, return receipt requested, postage prepaid to the addresses stated herein:

Department:

The Ohio Department of Transportation
Gordon Proctor, Director
1980 West Broad Street
Columbus, Ohio 43223

Contractor:

Escrow Agent:

ARTICLE VII - Duties of Escrow Agent

The duties and responsibilities of the Escrow Agent shall be limited to those expressly set forth herein and the Escrow Agent shall act only in accordance with this Escrow Agreement. Notwithstanding specific provisions hereunder, the Escrow Agent shall at all times act upon and in accordance with the joint written instructions of the Department and Contractor.

ARTICLE VIII - Laws

This Escrow Agreement shall be deemed to have been executed in Franklin County, Ohio and the laws of the State of Ohio shall apply.

ARTICLE IX - Assignment

This Escrow Agreement shall not be assigned without the written consent of all the parties hereto.

ARTICLE X - Survival of Contract

Except as may be expressly modified, all terms and conditions of this Escrow Agreement remain in full force and effect. The establishment of this Escrow Agreement is limited solely by the contingency of release of the Bid Documents by the Contractor to the Department, as established by Article IV, Release from Escrow. Nothing contained herein shall alter the rights of the parties hereto.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

In witness whereof, the parties have hereunto set their hands and seals the day above first written.

The Contractor:

By: _____

(Title)

(Witness)

(Date)

The Ohio Department of Transportation:

By: _____

(Title)

(Witness)

(Date)

_____ **(Escrow Agent):**

By: _____

(Title)

(Witness)

(Date)

EXHIBIT A - ESCROW RELEASE for Contract Bid Documents

This is to certify that on this _____ day of _____, 20____, the sealed container identified as:

Bid Documentation

Contractor: _____

(Address)

**Contract
Project Number:** _____

Date of Submittal: _____

(Evidence by Agreement dated _____),

was released from escrow and personally handed to the below name individual acknowledging receipt, representing the Contractor/Department, by the Escrow Agent upon the presentation of the required documentation pursuant to Article IV, Release from Escrow, of that agreement dated _____, 20____, a copy of such documentation is attached hereto.

Acknowledgment of Receipt:

Acknowledgment of Release:

(Escrow Agent)

PN 121 - 07/18/2003 - INCENTIVE/DISINCENTIVE CONTRACT for Ramp G

July 18, 2003
Revised August 16, 2005

The Contractor shall complete all critical work and safety items and have all lanes open to unrestricted traffic within 60 calendar days of closing Ramp G to traffic. In the event the Contractor impedes the flow of unrestricted traffic subsequent to the opening to unrestricted traffic, the Contractor shall be assessed a daily disincentive of \$ 7,000.00 [Seven Thousand Dollars and no cents] per day for each day or a portion of each day traffic is restricted.

The following items are designated as critical work:
The contractor must maintain existing northbound SR-11 to westbound IR-80 traffic until the closure of the ramp as shown on sheet 74A. Upon closing the ramp, the contractor must complete the proposed pavement area between Station 678+00 and Station 693+87.52 and the proposed ramp pavement from Station 80+90.43 to Station 86+20. Prior to opening Ramp G to traffic the roadway shall be in safe, passable condition and temporary traffic control devices shall be in place as shown in Stage 2 on sheets 105 to 107.

Incentive/Disincentive Amount:

The Contractor will be paid a daily Incentive of \$ 7,000.00 [Seven Thousand Dollars and no cents] for each day that all critical work is completed before the end of the 60 calendar day period. The incentive payments shall not exceed \$ 105,000.00 [One Hundred Five Thousand Dollars and no cents]. The Contractor will be assessed a daily disincentive of \$ 7,000.00 [Seven Thousand Dollars and no cents] for each day that that all critical work is not completed after the 60 calendar day period.

The Contractor must submit a CPM schedule that complies with Section 108.02 of the Construction and Material Specifications.

Extensions of time will be for calendar days and calculated in accordance with CMS 108.06 except as follows: no extensions of time will be granted for delays in material deliveries (unless such delays are industry wide), labor strikes (unless such strikes are area wide) and inclement weather except in cases of area flooding, blizzard conditions, damaging wind or local tornado damage.

PN 121 - 07/18/2003 - INCENTIVE/DISINCENTIVE CONTRACT for SB SR-11 Ramp

July 18, 2003

Revised August 16, 2005

The Contractor shall complete all critical work and safety items and have all lanes open to unrestricted traffic within 45 calendar days of closing SB SR-11 ramp to traffic. In the event the Contractor impedes the flow of unrestricted traffic subsequent to the opening to unrestricted traffic, the Contractor shall be assessed a daily disincentive of \$ 3,000.00 [Three Thousand Dollars and no cents] per day for each day or a portion of each day traffic is restricted.

The following items are designated as critical work:

The contractor must maintain existing westbound IR-80 to southbound SR-11 traffic until the closure of SB SR-11 ramp. Upon closing the ramp, the contractor must complete the proposed pavement area between Station 715+31.28 and 723+61.84 and the proposed SB SR-11 ramp pavement from Station 122+50 to Station 130+72.81. Prior to opening the SB SR-11 ramp to traffic the roadway shall be in a safe, passable condition and temporary traffic control devices shall be in place as shown in Stage 2 on sheets 108 to 110, from Station 715+31.28 to Station 893+00.

Incentive/Disincentive Amount:

The Contractor will be paid a daily Incentive of \$ 3,000.00 [Three Thousand Dollars and no cents] for each day that all critical work is completed before the end of the 45 calendar day period. The incentive payments shall not exceed \$ 45,000.00 [Forty-Five Thousand Dollars and no cents]. The Contractor will be assessed a daily disincentive of \$ 3,000.00 [Three Thousand Dollars and no cents] for each day that that all critical work is not completed after the 45 calendar day period.

The Contractor must submit a CPM schedule that complies with Section 108.02 of the Construction and Material Specifications.

Extensions of time will be for calendar days and calculated in accordance with CMS 108.06 except as follows: no extensions of time will be granted for delays in material deliveries (unless such delays are industry wide), labor strikes (unless such strikes are area wide) and inclement weather except in cases of area flooding, blizzard conditions, damaging wind or local tornado damage.

PN 205 - 04/15/2005 - Temporary Sediment and Erosion Controls with Prices

General:

Proposal Note 205 provides the unit prices to be used in conjunction with Supplemental Specifications 832 and 833.

Further, this proposal note explains Item 832 Each Erosion Control which is found in the quantity pages and defines Item 832 Storm Water Pollution Prevention Plan.

Item 832 Each Erosion Control:

The bidder will note that a fixed amount has been established by the Department for this item. The fixed amount is a Each that shall be included in the bidder's total bid amount for this project.

The fixed amount entered by the Department for this item is a estimate of the total cost of the Temporary Erosion Control Best Management Practices work required to be performed for this project.

Item 832 Storm Water Pollution Prevention Plan:

This bidder will note that this item must be bid by the bidder as a Each Item. The amount entered by the bidder must reflect the cost of this item, in addition to overhead and profit, to the bidder when performing this item. In the event that no Storm Water Pollution Prevention Plan is required, the bidder shall bid \$1.00 in order to avoid a blank bid. An entry of zero dollars is not acceptable to the Department. When a Storm Water Pollution Prevention Plan is found not to be required, the Department shall non-perform this item. This item is exempt from the non-performance table found in Section 104.02 of the Construction and Material Specifications.

The Department will make payment to the Contractor after the plan has been reviewed. Only one Storm Water Pollution Prevention Plan shall be submitted by the Contractor for each project awarded. All work required by this proposal note and the Supplemental Specifications 832 and 833 shall be contained in that plan. Revisions to the plan may be made by the successful Contractor. Those revisions made, but not caused by the Department, shall be the financial responsibility of the Contractor. Those revisions to the accepted Storm Water Pollution Prevention Plan caused by the Department will be paid by the Department as part of the revised work.

Items to be Included in Total Bid Amount:

Both, Item 832 Each Erosion Control and Item 832 Storm Water Pollution Prevention Plan shall be added to the bidder's total bid amount as any other bid items in order to produce a total project bid amount.

Erosion Control Item Unit Prices:

Listed below are the Erosion Control Item unit prices. The payment due for the properly installed Erosion Control Items will be calculated using these unit prices times the properly installed Erosion Control Item unit. Then these amounts will be deducted from the Each fixed amount provided by the Department in the bid proposal for Item 832 Each Erosion Control. When the temporary Sediment and Erosion Control Best Management Practices work exceeds the fixed amount provided by the Department, the remaining work required by this item still will be paid by the Department pursuant to the below listed unit prices. These prices are fixed for the duration of this project. Additionally, all Temporary Erosion Control Best Management Practices will be performed at these below listed unit prices.

English Temporary Sediment and Erosion Control Prices

Item	Unit	Description	Prices
832	Square Yard	Construction Seeding and Mulching	\$0.46
832	Foot	Slope Drains	\$7.00

832	Cubic Yard	Sediment Basins and Dams	\$2.80
832	Foot	Perimeter Filter Fabric Fence	\$1.70
832	Foot	Bale Filter Dike	\$4.50
832	Foot	Filter Fabric Ditch Check	\$4.00
832	Foot	Inlet Protection	\$8.00
832	Cubic Yard	Dikes	\$1.50
832	Square Yard	Construction Ditch Protection	\$1.10
832	Square Yard	Construction Slope Protection	\$1.00
832	Cubic Yard	Rock Channel Protection Type C or D with Filter	\$32.00
832	Cubic Yard	Rock Channel Protection Type C or D without Filter	\$30.00
832	Cubic Yard	Sediment Removal	\$2.80
832	Foot	Construction Fence	\$3.80

Metric Temporary Sediment and Erosion Control Prices

Item	Unit	Description	Prices
832	Square Meter	Construction Seeding and Mulching	\$0.46
832	Meter	Slope Drains	\$21.00
832	Cubic Meter	Sediment Basins and Dams	\$2.80
832	Meter	Perimeter Filter Fabric Fence	\$5.10
832	Meter	Bale Filter Dike	\$4.50
832	Meter	Filter Fabric Ditch Check	\$12.00
832	Meter	Inlet Protection	\$24.00
832	Cubic Meter	Dikes	\$1.50
832	Square Meter	Construction Ditch Protection	\$1.10
832	Square Meter	Construction Slope Protection	\$1.00
832	Cubic Meter	Rock Channel Protection Type C or D with Filter	\$32.00
832	Cubic Meter	Rock Channel Protection Type C or D without Filter	\$30.00
832	Cubic Meter	Sediment Removal	\$2.80
832	Meter	Construction Fence	\$11.40

PN 419 – 07/15/2005 - DESIGN REQUIREMENTS FOR PLANT MIX PAVEMENTS (Multiple Traffic)

On this project, design 301 bases and asphalt concrete requiring 441 for **medium** traffic for **Lipkey Road**; and for **light** traffic for the **Service Road and Metroparks Bikeway**.

PN 420 – 10/30/2003 - SURFACE SMOOTHNESS REQUIREMENTS FOR PAVEMENTS

DESCRIPTION: The surface tolerance requirements for the pavement are modified as indicated in this specification for all mainline lanes and collector-distributor roads of constant width. Surface tolerance requirements for other areas such as ramps, acceleration and deceleration lanes, shoulders, crossovers, approach slabs, bridge decks, etc., are not a part of this specification and are subject to the requirements of the item(s) specified.

If the final surface course is Item 803, this specification applies to the pavement course placed just below the final surface course.

MATERIALS AND EQUIPMENT: Provide smoothness measuring equipment conforming to Supplement 1058. Furnish the equipment approval letter to the Engineer. The Engineer will verify the smoothness measuring equipment conforms to Supplement 1058. Furnish equipment meeting the requirements of 451.13 for 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 (1.0m) 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 measuring equipment when any wheel is within 1.0 foot (0.3m) of any existing pavement, pressure relief joint or approach slab. 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. Notify the Engineer each day prior to performing any measurements.

Develop a Profile Index according to California Test 526, 1978, on file in the Office of Contracts, and submit it to the Engineer. If a non-contact profiler is used, also calculate the International Roughness Index (IRI) according to ASTM E950 for each section and submit it along with electronic copies of all longitudinal pavement profiles in ERD format (University of Michigan Transportation Research Institute's Engineering Research Division [ERD] format) to the Office of Pavement Engineering.

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

MANDATORY CORRECTIVE WORK: Perform corrective work for the applicable surface type.

Asphalt Concrete Surface: Correct all areas having deviations, high or low points, in excess of 0.3 inches (7.6mm) in 25 feet (7.6m) or less. Correct any 0.1-mile (0.16km) sections having a profile index greater than 12 inches per mile (189 mm/km). Perform corrective work by removing and replacing to the depth necessary to correct the deviations or by diamond grinding. Use asphalt concrete meeting the contract requirements for the replacement work. Apply Item 407 Tack Coat prior to placing the surface course. Limit the length of any one diamond grinding location to no more than 30 feet (10m), measured longitudinally. The amount of diamond grinding per 0.1-mile (0.16km) section is limited to no more than 10% of the section length, otherwise, remove and replace is required. The total amount of grinding is limited to no more than 5% of the lane-miles (lane-km) eligible for a pay adjustment.

Re-measure each 0.1-mile (0.16km) sections where corrective work was performed to ensure the profile index is less than 12 inches per mile (189 mm/km) and there are no deviations greater than 0.3 inches (7.6mm) in 25 feet (7.6m) or less. Perform additional corrective work until the profile index is less than 12 inches per mile (189 mm/km) and no deviations greater than 0.3 inches (7.6mm) in 25 feet (7.6m) or less exist.

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 803.

Portland Cement Concrete Surface: Correct all areas having deviations, high or low points, in excess of 0.3 inches (7.6mm) in 25 feet (7.6m) or less. Correct any 0.1-mile (0.16km) section having a profile index greater than 12 inches per mile (189 mm/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 profile index is less than 12 inches per mile (189 mm/km) and there are no deviations greater than 0.3 inches (7.6 mm) in 25 feet (7.6 m) or less. Perform additional corrective work until the

profile index is less than 12 inches per mile (189 mm/km) and no deviations greater than 0.3 inches (7.6 mm) in 25 feet (7.6 m) or less exist.

Complete all corrective work prior to determination of pavement thickness.

The Department will not require any alteration of the surface texture after diamond grinding. The surface texture resulting from the diamond grinding will be accepted.

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 are 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 profile index for each lane for each 0.1-mile (0.1 km) section of paving. The profile index for a 0.1-mile (0.16 km) section is the average of the profile index 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 (0.16km) 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

PROFILE INDEX Inches per Mile per 0.1-Mile Section (mm/km per 0.16 km section)	PAY ADJUSTMENT	
	Pavement Thickness Less than 8 inches (Less than 200 mm)	Pavement Thickness 8 inches and greater (200 mm and greater)
1(16) or less	\$375.00	\$875.00
Over 1 to 2 (16 to 32)	\$225.00	\$525.00
Over 2 to 3 (32 to 47)	\$150.00	\$350.00
Over 3 to 4 (47 to 63)	\$75.00	\$175.00
Over 4 to 7 (63 to 110)	\$0.00	\$0.00
Over 7 to 8 (110 to 126)	-\$150.00	-\$350.00
Over 8 to 9 (126 to 142)	-\$300.00	-\$700.00
Over 9 to 10 (142 to 158)	-\$450.00	-\$1050.00
Over 10 to 11 (158 to 174)	-\$600.00	-\$1400.00
Over 11 to 12 (174 to 189)	-\$750.00	-\$1750.00
Over 12 (189)	(1)	(1)

(1) Corrective work required

Pay adjustment for incentives will be based only on the measured profile index prior to any mandatory

corrective work. No incentive will be paid for any 0.1-mile (0.16km) section where mandatory corrective work was performed regardless of the resulting profile index. Negative pay adjustments apply to sections with mandatory corrective work and exempted corrections. One-tenth mile (0.16km) sections with exempted corrections only are eligible for incentive pay based on profile index measurements taken after completion of the exempted corrections.

At the contractors option, corrective work may be performed on any section with a profile index greater than 7 inches per mile (110 mm/km) to reduce or eliminate the negative pay adjustment, however no incentive will be paid regardless of the resulting profile index.

No payment will be made for any 0.1-mile (0.16km) section with a profile index greater than 12 inches per mile (189 mm/km) until corrective work has been completed and the profile index has been reduced to less than 12 inches per mile (189 mm/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.

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

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

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

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

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

Product Relationship Table B-1		
Steel Product (Title)	AMM Product Designation (CB)	USDOL-BLS PPI (MI, BI)
Steel Piling and stay in-place steel casing Structural Steel Structural Steel Expansion/ Contraction Joints Steel Bearing Devices Guardrail Steel Traffic Strain Poles, Supports, and Mast Arms Steel Light Towers, Poles, and Mast Arms	Steel Plate, Cut-to-length (National Mills)	Average of, Metals and Metal Products (WPU10), Iron and Steel (WPU101),

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

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

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

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

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

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

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

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

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

Price Adjustment Calculations

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

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

For a Price Increase:

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

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

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

For a Price Decrease:

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

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

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

Where:

SPA = Steel Price Adjustment

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If the price adjustment is based on estimated material quantities for that time, and a revision to the total material quantity is made in a subsequent or final estimate, an appropriate adjustment will be made to the price adjustment previously calculated. The adjustment will be based on the same

indices used to calculate the price adjustment which is being revised. If the shipping date(s) of the revised material quantity cannot be determined, the adjustment for the quantity in question, will be based on the indices utilized to calculate the steel price adjustment for the last initial documentation package submission, for the steel product subject to adjustment, that was incorporated into the particular item of work, for which quantities are being finalized.

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

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

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

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

PN – 651 – 06/13/03 - HERBICIDAL PRODUCT DATA

The following information should be submitted with your bid.

1. Herbicide Trade Name _____
2. Manufacturer _____
3. Rate of Dilution _____
4. Application Rate _____
5. Drift Control Agent _____
6. Product Labels _____
7. MSDS Sheets _____

If you don't provide this information with your bid, the above information must be provided to the Ohio Department of Transportation (ODOT), Office of Contracts no later than 5 calendar days after the sale date of this project. **Failure to furnish this information will result in the rejection of this bid.**

Additionally, if ODOT deems any of the above information insufficient and/or in violation of any controlling governmental regulation, the bidder shall have a period of 3 working days after notification by ODOT to submit new data without benefit of changing the bid price. If the contractor does not supply this information within 3 working days, its bid will be rejected.

UTILITY NOTE
Mahoning County - Interstate Route 80 - Section 0.97
PID # 6080
Project No. 060002

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 *Construction Centerline*.

The horizontal and vertical locations of the underground utilities within the project limits were located by TBE Group, Inc., a subsurface utility engineering company. If there are any discrepancies between field markings and what the plan indicates, please contact Steve Jones, ODOT District 4 Utilities Coordinator 330-786-4818 prior to any subsurface work being initiated.

All changes to relocation work as described in the Utility Note must be approved by the ODOT Project Engineer and the District Utilities Coordinator. ODOT will not be held responsible for delay claims resulting from changes made to relocation work by the utility companies and/or the State's Highway Contractor without ODOT's prior consent.

Company work time frames **DO NOT** include Ohio Revised Code 48 hour One Call requirements.

NOTE : All aerial utility relocation work must be completed no later than March 1, 2006.

Ohio Edison

The Company has aerial facilities along the east side of Lipkey Road and along the west side of Ohltown Road which will be in conflict with the proposed improvement. The Company will relocate its facilities as follows:

Lipkey Road

<u>Pole number</u>	<u>Pole location</u>	<u>Description of work</u>
327-71	Sta 48+40, 80 ft right	Install 10 ft sidearm
327-70	Sta 51+78, 77 ft right	Install 10 ft sidearm

The conductors will be moved approximately 8 ft westward to facilitate pile driving operations.

Ohltown Road

<u>Pole number</u>	<u>Pole location</u>	<u>Description of work</u>
921N-29	Sta 48+30, 31 ft left	Install 10 ft sidearm
921N-28	Sta 50+62, 31 ft left	Install 10 ft sidearm

The conductors will be moved approximately 8 ft eastward to facilitate pile driving operations at the west abutment.

The Company will take no more than **5 working days** to perform its relocations at each location.

The Company does not anticipate any other conflicts than the ones mentioned. If a conflict should arise, the State's Highway Contractor will immediately contact the Company so the proper actions can be taken to prevent delay of construction.

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.

SBC

The Company has aerial facilities on SBC poles on the east side of Turner Road and on Ohio Edison poles and a mid span SBC pole on the the west side of Ohltown Road which run under the Interstate Route 80 bridge decks and will be in conflict with the proposed bridge deck removal and replacement operations at these locations. The Company will relocate its facilities to underground duct work at each location as follows:

Turner Road

The Company shall install underground conduit 2 ft west of the of the east edge of pavement of Turner Road from the pole at Station 48+95, 27 ft right to Station 53+50, 20 ft right and relocate its aerial facilities underground at this site. The Company will also remove the pole at Station 50+20, 27 ft right when no longer needed.

Ohltown Road

The Company shall install underground conduit 2 ft east of west edge of pavement of Ohltown Road from the pole at Station 48+35, 30 ft left to the pole at Station 50+65, 30 ft left and relocate its aerial facilities underground at this location. The Company will also remove the pole at Station 49+40, 25 ft left when no longer needed.

The Company will take no more than **15 working days** to perform its relocations at each location.

The Company does not anticipate any other conflicts than the ones mentioned. If a conflict should arise, the State's Highway Contractor will immediately contact the Company so the proper actions can be taken to prevent delay of construction.

Armstrong Cable

The Company has aerial facilities on Ohio Edison poles along the west side of Turner Road and on SBC poles along the west side of Ohltown Road which run under the Interstate Route 80 bridges decks at both locations and which will be in conflict with the deck removal and replacement operations at both locations. The Company will relocate its aerial lines at each location into SBC's underground duct work when cleared to do so by SBC.

The Company will take no more than **3 working days** to perform its relocations.

The Company does not anticipate any other conflicts than the ones mentioned. If a conflict should arise, the State's Highway Contractor will immediately contact the Company so the proper actions can be taken to prevent delay of construction.

Dominion East Ohio Distribution

The Company has a 10" gas line along the west side of Lipkey Road which will be in conflict with the proposed improvement. Upon 3 weeks notice to the Company and layout staking by the State's Highway Contractor, the Company will relocate its line as follows:

Lipkey Road

- 1) Tie-in with existing 10" gas line at Station 47+50 left on Lipkey Road with a 10x8 reducer and two 45° ells.
- 2) Place 120 ft of 8" plastic gas line northward at 17 ft west of the center line of Lipkey Road to Station 48+70 left on Lipkey Road.
- 3) Swing 2 ft east and place 260 ft of 8" plastic gas line northward 15 ft west of center line to Station 51+30 left on Lipkey Road.
- 4) Swing 8" plastic gas line 2 ft west and install northward 190 ft of 8" gas line at 17 ft west of center line to Station 53+20 left on Lipkey Road.
- 5) Install two 45° ells and tie-in with existing 8" gas line.

The Company will take no more than **10 working days** to perform its relocations at Lipkey Road.

The Company also has a 4" gas line on the west side of Ohltown Road which may be in conflict with the improvement. Should the 4" gas line prove to be in conflict, the Company upon 3 days notification from the State's Highway Contractor will relocate its gas line. The Company will take no more than **1 working day** to perform this relocation.

All retired gas lines not mentioned will be purged and abandoned in place.

The Company does not anticipate any other conflicts than the ones mentioned. If a conflict should arise, the State's Highway Contractor will immediately contact the Company so the proper actions can be taken to prevent delay of construction.

Dominion East Ohio Gas Supply Operations

The Company has a 10" high pressure gas line off the east side of Lipkey Road which will be in conflict with the proposed improvement. The Company's relocation plans are as follows:

- 1) Tie-in with existing 10" high pressure gas line at Station 47+20 rt on Lipkey Road.
- 2) Install 180 ft of new 10" high pressure gas line northward to Station 49+00 rt on Lipkey Road.
- 3) Beginning at Sta 49+00 rt on Lipkey Road bore northward 200 ft of 10" high pressure gas line.
- 4) At Station 51+00 rt on Lipkey Road end directional bore and install 45° ell. Tie-in with existing 10" high pressure gas line.
- 5) Remove 400 ft of existing gas line.

All pipe will be purged with nitrogen prior to removal.

The Company will take no more than **9 working days** to perform its relocations.

The Company does not anticipate any other conflicts than the ones mentioned. If a conflict should arise, the State's Highway Contractor will immediately contact the Company so the proper actions can be taken to prevent delay of construction.

North Coast Energy

The Company has a 3" gas line off the east side of Turner Road which will be in conflict with the proposed improvement at this site. The Company, upon **2 days notice** by the State's Highway Contractor, will shut down its existing gas line from approximately 500 ft north of the bridge to approximately 300 ft south of the bridge. The line will be severed at each end, bled and abandoned.

After the State's Highway Contractor has completed work on Turner Road the Company will install a new gas line.

The Company will take no more than **1 working day** to perform its shut down.

The Company does not anticipate any other conflicts than the ones mentioned. If a conflict should arise, the State's Highway Contractor will immediately contact the Company so the proper actions can be taken to prevent delay of construction.

It will be the responsibility of the State's Highway Contractor to avoid disturbing the abandoned lines.

CAUTION should be exercised when working in the vicinity of any gas lines within this project.

September 12, 2005

Project Number: 060002

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: **8/31/2009**

Unit Price Contract

PART 1 FOR IMPROVING SECTION MAH-80-0.97, PART 1, INTERSTATE ROUTE 80 IN JACKSON AND AUSTINTOWN TOWNSHIPS, MAHONING COUNTY, OHIO, IN ACCORDANCE WITH PLANS AND SPECIFICATIONS BY RECONSTRUCTING AND WIDENING WITH CONCRETE PAVEMENT, UPDATING TRAFFIC CONTROL AND LIGHTING AND REHABILITATING 6 CONTINUOUS SLAB CONCRETE STRUCTURES, REPLACING 1 STRUCTURE WITH A 3 SIDED CULVERT AND REPLACING BRIDGE NO. MAH-80-0123 L & R, 21 SPAN PRESTRESSED CONCRETE I-BEAMS ON CAPPED PILE SUBSTRUCTURES, (SPANS: 112'-9", 9 @ 118', 2 @ 112'-9", 8 @118', 112'-9"; ROADWAY: 58' TOE/TOE OF PARAPETS), OVER MEANDER CREEK RESERVOIR. PART 2 FOR IMPROVING SECTION MAH-80-0.97, PART 2, INTERSTATE ROUTE 80 IN JACKSON AND AUSTINTOWN TOWNSHIPS, MAHONING COUNTY, OHIO, IN ACCORDANCE WITH PLANS AND SPECIFICATIONS BY STABILIZING SUBTERRANEAN MINE SHAFTS AND AIR SHAFTS BY DRILLING AND GROUTING OPERATIONS.

Project Length: 4.55 Miles

Work Length: 9.40 Miles

Pavement Width: Varies

Project Number: 060002

Section 0001 ROADWAY - PART 1

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0001		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0002		202E20010	HEADWALL REMOVED (WT: NR)	NR	EACH	6.000
0003		202E23000	PAVEMENT REMOVED (WT: NR)	NR	SY	178,025.000
0004		202E30700	CONCRETE BARRIER REMOVED (WT: NR)	NR	FT	2,359.000
0005		202E35100	PIPE REMOVED, 24" AND UNDER (WT: NR)	NR	FT	2,969.000
0006		202E35200	PIPE REMOVED, OVER 24" (WT: NR)	NR	FT	586.000
0007		202E38000	GUARDRAIL REMOVED (WT: NR)	NR	FT	16,731.000
0008		202E54000	RAISED PAVEMENT MARKER REMOVED (WT: NR)	NR	EACH	425.000
0009		202E58100	CATCH BASIN REMOVED (WT: NR)	NR	EACH	14.000
0010		202E58500	CATCH BASIN ABANDONED (WT: NR)	NR	EACH	17.000
0011		202E70000	SPECIAL - FILL AND PLUG EXISTING CONDUIT (WT: NR)	NR	FT	2,591.000
0012		202E70100	SPECIAL - PIPE CLEANOUT (WT: NR)	NR	FT	229.000
0013		202E75000	FENCE REMOVED (WT: NR)	NR	FT	36,459.000
0014		202E75801	DISCONNECT EXISTING CIRCUIT, AS PER PLAN (WT: NR)	NR	EACH	16.000
0015		202E98000	REMOVAL MISC.:AUTOMATIC TAFFIC RECORDER (WT: NR)	NR	LS	1.000
0016		202E98400	REMOVAL MISC.:EROSION PROTECTION FABRIC (WT: NR)	NR	SF	25.000
0017		203E02000	SPECIAL - ENGINEERED FILL (WT: 04)	04	CY	18,256.000
0018		203E07504	SPECIAL - WICK DRAIN (WT: NR) (WT: NR)	NR	FT	452,735.000
0019		203E10000	EXCAVATION (WT: 04) (WT: 04)	04	CY	185,643.000
0020		203E20000	EMBANKMENT (WT: 04) (WT: 04)	04	CY	387,726.000
0021		203E20001	EMBANKMENT, AS PER PLAN (WT: 04) (WT: 04)	04	CY	12,621.000
0022		203E35131	GRANULAR MATERIAL, TYPE D, AS PER PLAN (WT: 04) (WT: 04)	04	CY	18,609.000
0023		203E65000	SPECIAL - SETTLEMENT PLATFORM (WT: 04) (WT: 04)	04	EACH	9.000
0024		203E98000	ROADWAY, MISC.:ENGINEERED SOIL IMPERVIOUS LINER (WT: 04)	04	CY	18,256.000
0025		204E10000	SUBGRADE COMPACTION (WT: 04)	04	SY	6,636.000
0026		204E13000	EXCAVATION OF SUBGRADE (WT: 04) (WT: 04)	04	CY	14,074.000
0027		204E45000	PROOF ROLLING (WT: 04)	04	HOUR	4.000
0028		209E60501	LINEAR GRADING, AS PER PLAN (WT: 06)	06	MILE	4.890
0029		604E38500	MONUMENT ASSEMBLY (WT: NR)	NR	EACH	5.000
0030		606E13000	GUARDRAIL, TYPE 5 (WT: 36)	36	FT	24,168.750
0031		606E15500	GUARDRAIL, BARRIER DESIGN, TYPE 5 (WT: 36)	36	FT	213.000
0032		606E22000	ANCHOR ASSEMBLY, TYPE B-98 (WT: 36)	36	EACH	8.000

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0033	606E22010	ANCHOR ASSEMBLY, TYPE E-98 (WT: 36)	36	EACH	39.000
0034	606E26500	ANCHOR ASSEMBLY, TYPE T (WT: 36)	36	EACH	41.000
0035	606E35000	BRIDGE TERMINAL ASSEMBLY, TYPE 1 (WT: 36)	36	EACH	40.000
0036	606E35100	BRIDGE TERMINAL ASSEMBLY, TYPE 2 (WT: 36)	36	EACH	17.000
0037	606E60010	IMPACT ATTENUATOR, TYPE 1-98 (BIDIRECTIONAL) (WT: 36)	36	EACH	2.000
0038	607E15000	FENCE, TYPE 47 (WT: 37)	37	FT	22,063.000
0039	607E20001	FENCE, TYPE CL, AS PER PLAN (WT: 37)	37	FT	14,456.000
0040	607E50901	GATE, TYPE CL, AS PER PLAN (WT: 37)	37	EACH	3.000
0041	622E10160	CONCRETE BARRIER, SINGLE SLOPE, TYPE D (WT: 38)	38	FT	8,794.000
0042	622E25000	CONCRETE BARRIER END SECTION, TYPE D (WT: 38)	38	EACH	22.000
0043	622E40021	PORTABLE CONCRETE BARRIER, 32", AS PER PLAN (WT: 39)	39	FT	360.000

Section 0002 EROSION CONTROL - PART 1

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0044		601E10000	RIPRAP (WT: 35)	35	SY	40.000
0045		601E11000	RIPRAP USING 6" REINFORCED CONCRETE SLAB (WT: 38)	38	SY	59.000
0046		601E25000	DUMPED ROCK FILL, TYPE A (WT: 35)	35	CY	52,251.000
0047		601E27000	DUMPED ROCK FILL, TYPE C (WT: 35)	35	CY	18,317.000
0048		601E32000	ROCK CHANNEL PROTECTION, TYPE A WITH FILTER (WT: 35)	35	CY	613.000
0049		601E32004	ROCK CHANNEL PROTECTION, TYPE A WITH FABRIC FILTER (WT: 35)	35	CY	6,961.000
0050		601E32100	ROCK CHANNEL PROTECTION, TYPE B WITH FILTER (WT: 35)	35	CY	68.000
0051		601E32200	ROCK CHANNEL PROTECTION, TYPE C WITH FILTER (WT: 35)	35	CY	707.000
0052		659E00100	SOIL ANALYSIS TEST (WT: NR)	NR	EACH	5.000
0053		659E00300	TOPSOIL (WT: 46)	46	CY	48,917.000
0054		659E10000	SEEDING AND MULCHING (WT: 46)	46	SY	424,021.000
0055		659E10001	SEEDING AND MULCHING, AS PER PLAN (WT: 46)	46	SY	16,670.000
0056		659E14000	REPAIR SEEDING AND MULCHING (WT: 46)	46	SY	22,035.000
0057		659E15000	INTER-SEEDING (WT: 46)	46	SY	22,035.000
0058		659E20000	COMMERCIAL FERTILIZER (WT: 46)	46	TON	61.500
0059		659E31000	LIME (WT: 46)	46	ACRE	91.000
0060		659E35000	WATER (WT: 46)	46	MGAL	2,440.000
0061		659E40000	MOWING (WT: 46)	46	MSF	992.000
0062		660E20000	SODDING REINFORCED (WT: 46)	46	SY	569.000
0063		670E00700	DITCH EROSION PROTECTION (WT: 46)	46	SY	24,022.000
0064		832E10000	STORM WATER POLLUTION PREVENTION PLAN (WT: NR)	NR	EACH	1.000

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0065		832E30000	EROSION CONTROL (WT: 08)	08	EACH	170,000.000
0066		836E10020	SEEDING AND EROSION CONTROL WITH TURF REINFORCING MAT, TYPE 2 (WT: 46)	46	SY	288.000

Section 0003 DRAINAGE - PART 1

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0067		602E20000	CONCRETE MASONRY (WT: 35)	35	CY	44.000
0068		602E20001	CONCRETE MASONRY, AS PER PLAN"A" (WT: 35)	35	CY	264.000
0069		602E20001	CONCRETE MASONRY, AS PER PLAN"B" (WT: 35)	35	CY	1.400
0070		603E00400	4" CONDUIT, TYPE E (WT: 35)	35	FT	240.000
0071		603E00510	6" CONDUIT, TYPE F FOR UNDERDRAIN OUTLETS (WT: 35)	35	FT	3,277.000
0072		603E00900	6" CONDUIT, TYPE B, 707.33 OR 707.41 (WT: 35)	35	FT	943.000
0073		603E04400	12" CONDUIT, TYPE B (WT: 35)	35	FT	442.000
0074		603E04400	12" CONDUIT, TYPE B, 706.02 (WT: 35)	35	FT	38.000
0075		603E04900	12" CONDUIT, TYPE D (WT: 35)	35	FT	58.000
0076		603E04900	12" CONDUIT, TYPE D, 706.02 (WT: 35)	35	FT	72.000
0077		603E05900	15" CONDUIT, TYPE B (WT: 35)	35	FT	925.000
0078		603E06100	15" CONDUIT, TYPE C (WT: 35)	35	FT	238.000
0079		603E06400	15" CONDUIT, TYPE D, 706.02 (WT: 35)	35	FT	24.000
0080		603E06700	15" CONDUIT, TYPE F, 707.05 TYPE C (WT: 35)	35	FT	168.000
0081		603E07400	18" CONDUIT, TYPE B (WT: 35)	35	FT	239.000
0082		603E07400	18" CONDUIT, TYPE B, 706.02 (WT: 35)	35	FT	160.000
0083		603E07400	18" CONDUIT, TYPE B, 706.02 OR 707.42 (WT: 35)	35	FT	240.000
0084		603E07600	18" CONDUIT, TYPE C (WT: 35)	35	FT	700.000
0085		603E09100	21" CONDUIT, TYPE C (WT: 35)	35	FT	700.000
0086		603E10400	24" CONDUIT, TYPE B (WT: 35)	35	FT	98.000
0087		603E10400	24" CONDUIT, TYPE B, 706.02 (WT: 35)	35	FT	565.000
0088		603E10400	24" CONDUIT, TYPE B, 706.02 OR 707.42 (WT: 35)	35	FT	337.000
0089		603E10600	24" CONDUIT, TYPE C, 706.02 OR 707.42 (WT: 35)	35	FT	399.000
0090		603E12100	27" CONDUIT, TYPE C (WT: 35)	35	FT	103.000
0091		603E13400	30" CONDUIT, TYPE B, 706.02 (WT: 35)	35	FT	273.000
0092		603E16600	36" CONDUIT, TYPE C, 706.02 (WT: 35)	35	FT	64.000
0093		603E19600	42" CONDUIT, TYPE C, 706.02 OR 707.42 (WT: 35)	35	FT	72.000
0094		603E20700	48" CONDUIT, TYPE A, 706.02 (WT: 35)	35	FT	245.000
0095		603E22200	54" CONDUIT, TYPE A, 706.02 (WT: 35)	35	FT	380.000

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0096		603E23600	60" CONDUIT, TYPE A, 706.02 (WT: 35)	35	FT	428.000
0097		603E23800	60" CONDUIT, TYPE B, 706.02 (WT: 35)	35	FT	18.000
0098		603E25000	66" CONDUIT, TYPE A, 706.02 (WT: 35)	35	FT	107.000
0099		603E96600	CONDUIT, BORED OR JACKED:48", TYPE A, 706.02 (WT: 35)	35	FT	225.000
0100		603E96600	CONDUIT, BORED OR JACKED:66", TYPE A, 706.02 (WT: 35)	35	FT	321.000
0101		604E00400	CATCH BASIN, NO. 3 (WT: 35)	35	EACH	8.000
0102		604E00800	CATCH BASIN, NO. 3A (WT: 35)	35	EACH	2.000
0103		604E01200	CATCH BASIN, NO. 4 (WT: 35)	35	EACH	12.000
0104		604E02800	CATCH BASIN, NO. 8 (WT: 35)	35	EACH	7.000
0105		604E02906	CATCH BASIN, NO. 8A (WT: 35)	35	EACH	1.000
0106		604E04100	CATCH BASIN, NO. 2-2A (WT: 35)	35	EACH	2.000
0107		604E20530	INLET, NO. 3 FOR SINGLE SLOPE BARRIER, TYPE D (WT: 35)	35	EACH	1.000
0108		604E31500	MANHOLE, NO. 3 (WT: 35)	35	EACH	7.000
0109		604E35500	MANHOLE RECONSTRUCTED TO GRADE (WT: 35)	35	EACH	1.000
0110		604E36600	PRECAST REINFORCED CONCRETE OUTLET (WT: 35)	35	EACH	66.000
0111		604E98200	DRAINAGE STRUCTURE, MISC.:SHUT-OFF VALVE CONTROL CHAMBER (WT: 35)	35	LS	1.000
0112		605E13300	6" UNCLASSIFIED PIPE UNDERDRAINS (WT: 35)	35	FT	264.000
0113		605E13500	6" ROCK CUT UNDERDRAINS (WT: 35)	35	FT	11,389.000
0114		605E14000	6" BASE PIPE UNDERDRAINS (WT: 35)	35	FT	132,265.000
0115		605E31100	AGGREGATE DRAINS (WT: 35)	35	FT	505.000

Section 0004 PAVEMENT - PART 1

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0116		206E10500	CEMENT (WT: 07) (WT: 07)	07	TON	7,924.000
0117		206E15000	CEMENT STABILIZED SUBGRADE, 12 INCHES DEEP (WT: 07) (WT: 07)	07	SY	266,782.000
0118		206E30000	CONTRACTOR DESIGNED CHEMICALLY STABILIZED SUBGRADE (WT: 07)	07	LS	1.000
0119		254E01000	PAVEMENT PLANING, ASPHALT CONCRETE (WT: 13)	13	SY	106.000
0120		301E46000	ASPHALT CONCRETE BASE, PG64-22 (WT: 10)	10	CY	786.000
0121		304E20000	AGGREGATE BASE (WT: 09)	09	CY	1,224.000
0122		304E20001	AGGREGATE BASE, AS PER PLAN (WT: 09) (WT: 09)	09	CY	74,111.000
0123		407E14000	TACK COAT FOR INTERMEDIATE COURSE (WT: 10)	10	GAL	397.000
0124		408E10000	PRIME COAT (WT: 10)	10	GAL	2,137.000
0125		408E10001	PRIME COAT, AS PER PLAN (WT: 10)	10	GAL	4,080.000
0126		411E10000	STABILIZED CRUSHED AGGREGATE (WT: 06)	06	CY	116.000
0127		448E46020	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, PG64-22 (WT: 10)	10	CY	260.000

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0128		448E46061	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, UNDER GUARDRAIL, PG64-22, AS PER PLAN (WT: 10)	10	CY	763.000
0129		448E47020	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG64-22 (WT: 10)	10	CY	192.000
0130		451E30000	SPECIAL - PRESSURE RELIEF JOINT, TYPE A (WT: 38) (WT: 38)	38	FT	1,022.000
0131		451E32000	SPECIAL - PRESSURE RELIEF JOINT, TYPE C (WT: NR) (WT: NR)	NR	FT	141.000
0132		609E14000	CURB, TYPE 2-A (WT: 38)	38	FT	309.000
0133		609E23000	COMBINATION CURB AND GUTTER, TYPE 4 (WT: 38)	38	FT	42.000
0134		617E10101	COMPACTED AGGREGATE, AS PER PLAN (WT: 06)	06	CY	284.000
0135		618E40200	RUMBLE STRIPS, (CONCRETE) (WT: NR)	NR	FT	71,604.000
0136		884E10250	13" PORTLAND CEMENT CONCRETE PAVEMENT (7 YEAR WARRANTY) (WT: 12) (WT: 12)	12	SY	255,132.000

Section 0005 WATER WORK - PART 1

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0137		638E70060	SPECIAL - 24" DUCTILE IRON PIPE AND FITTINGS (DAYTON 901) (WT: 35)	35	FT	300.000

Section 0006 LIGHTING - PART 1

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0138		625E02890	LIGHT POLE, DESIGN ATON15 (WT: 43)	43	EACH	1.000
0139		625E14000	LIGHT POLE FOUNDATION, 24" X 6' DEEP (WT: 43)	43	EACH	1.000
0140		625E23000	NO. 4 AWG 600 VOLT DISTRIBUTION CABLE (WT: 43)	43	FT	3,333.000
0141		625E23306	NO. 10 AWG 600 VOLT DISTRIBUTION CABLE (WT: 43)	43	FT	1,050.000
0142		625E25101	CONDUIT, 1", 725.04, AS PER PLAN (WT: 43)	43	FT	80.000
0143		625E25201	CONDUIT, 1-1/4", 725.04, AS PER PLAN (WT: 43)	43	FT	287.500
0144		625E25402	CONDUIT, 2", 725.05 (WT: 43)	43	FT	816.000
0145		625E25503	CONDUIT, 3", 725.05, AS PER PLAN (WT: 43)	43	FT	170.000
0146		625E25900	CONDUIT, JACKED OR DRILLED UNDER PAVEMENT, 3" (WT: 43)	43	FT	170.000
0147		625E27600	LUMINAIRE, MISC.:TUNNEL LIGHTING (WT: 43)	43	EACH	7.000
0148		625E29000	TRENCH (WT: 43)	43	FT	906.000
0149		625E29901	JUNCTION BOX, AS PER PLAN (WT: 43)	43	EACH	7.000
0150		625E30700	PULL BOX, 725.08, 18" (WT: 43)	43	EACH	7.000
0151		625E30706	PULL BOX, 725.08, 24" (WT: 43)	43	EACH	1.000
0152		625E32000	GROUND ROD (WT: 43)	43	EACH	17.000
0153		625E34001	POWER SERVICE, AS PER PLAN (WT: 43)	43	EACH	2.000
0154		625E36000	SPECIAL - PLASTIC CAUTION TAPE (WT: 43)	43	FT	816.000
0155		625E38000	HIGH VOLTAGE TEST (WT: 43)	43	LS	1.000

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0156	625E40000	SPECIAL - MAINTAIN EXISTING LIGHTING (WT: 43)	43	LS	1.000
0157	625E40010	SPECIAL - REPLACEMENT OF EXISTING LIGHTING UNIT (WT: 43)	43	EACH	20.000
0158	631E93300	TIMER WITH ENCLOSURE (WT: 43)	43	EACH	1.000

Section 0007 TRAFFIC CONTROL - PART 1

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0159		621E00100	RPM (WT: 41)	41	EACH	1,088.000
0160		621E00300	RPM REFLECTOR (WT: 41)	41	EACH	1,234.000
0161		626E00100	BARRIER REFLECTOR, TYPE A (WT: NR)	NR	EACH	400.000
0162		626E00200	BARRIER REFLECTOR, TYPE B (WT: NR)	NR	EACH	121.000
0163		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	308.000
0164		630E03100	GROUND MOUNTED SUPPORT, NO. 3 POST (WT: 42)	42	FT	562.000
0165		630E04100	GROUND MOUNTED SUPPORT, NO. 4 POST (WT: 42)	42	FT	112.000
0166		630E06100	GROUND MOUNTED SUPPORT, NO. 6 POST (WT: 42)	42	FT	84.000
0167		630E06500	GROUND MOUNTED SUPPORT, W6X9 BEAM (WT: 42)	42	FT	96.000
0168		630E07000	GROUND MOUNTED SUPPORT, W8X18 BEAM (WT: 42)	42	FT	140.000
0169		630E07600	GROUND MOUNTED SUPPORT, W10X12 BEAM (WT: 42)	42	FT	119.000
0170		630E08000	GROUND MOUNTED SUPPORT, W12X30 BEAM (WT: 42)	42	FT	59.000
0171		630E20600	OVERHEAD SIGN SUPPORT, TYPE TC-12.30, DESIGN 6 (WT: 42)	42	EACH	6.000
0172		630E45500	OVERHEAD SIGN SUPPORT, TYPE TC-7.65, DESIGN 8 (WT: 42)	42	EACH	8.000
0173		630E80100	SIGN, FLAT SHEET (WT: 42)	42	SF	5,728.000
0174		630E84500	GROUND MOUNTED BEAM SUPPORT FOUNDATION (WT: 42)	42	EACH	20.000
0175		630E84510	RIGID OVERHEAD SIGN SUPPORT FOUNDATION (WT: 42)	42	EACH	22.000
0176		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	74.000
0177		630E85000	REMOVAL OF GROUND MOUNTED SIGN AND STORAGE (WT: NR)	NR	EACH	37.000
0178		630E85100	REMOVAL OF GROUND MOUNTED SIGN AND REERECTION (WT: NR)	NR	EACH	37.000
0179		630E85400	REMOVAL OF GROUND MOUNTED MAJOR SIGN AND DISPOSAL (WT: NR)	NR	EACH	17.000
0180		630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	95.000
0181		630E86006	REMOVAL OF GROUND MOUNTED POST SUPPORT AND STORAGE (WT: NR)	NR	EACH	21.000
0182		630E86010	REMOVAL OF GROUND MOUNTED POST SUPPORT AND REERECTION (WT: NR)	NR	EACH	21.000
0183		630E86102	REMOVAL OF GROUND MOUNTED BEAM SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	31.000
0184		630E87400	REMOVAL OF OVERHEAD MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	37.000
0185		630E89706	REMOVAL OF OVERHEAD SIGN SUPPORT AND DISPOSAL, TYPE TC-12.30 (WT: NR)	NR	EACH	3.000
0186		630E89802	REMOVAL OF OVERHEAD SIGN SUPPORT AND DISPOSAL, TYPE TC-7.65 (WT: NR)	NR	EACH	10.000

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0187		631E94200	REMOVAL OF LUMINAIRE AND DISPOSAL (WT: NR)	NR	EACH	46.000
0188		631E94304	REMOVAL OF DISCONNECT SWITCH AND DISPOSAL (WT: NR)	NR	EACH	12.000
0189		631E94404	REMOVAL OF BALLAST AND DISPOSAL (WT: NR)	NR	EACH	45.000
0190		631E94408	REMOVAL OF SIGN WIRING AND DISPOSAL (WT: NR)	NR	EACH	22.000
0191		631E94412	REMOVAL OF SIGN SERVICE AND DISPOSAL (WT: NR)	NR	EACH	18.000
0192		631E94420	REMOVAL MISC.:FLASHING WARNING LIGHT (WT: NR)	NR	EACH	16.000
0193		642E00100	EDGE LINE, TYPE 1 (WT: 45)	45	MILE	0.400
0194		642E00200	LANE LINE, TYPE 1 (WT: 45)	45	MILE	0.140
0195		642E00300	CENTER LINE, TYPE 1 (WT: 45)	45	MILE	0.140
0196		646E10000	EDGE LINE (WT: 45) (WT: 45)	45	MILE	19.120
0197		646E10100	LANE LINE (WT: 45)	45	MILE	20.290
0198		646E10300	CHANNELIZING LINE (WT: 45)	45	FT	6,011.000
0199		646E10600	TRANSVERSE/DIAGONAL LINE (WT: 45)	45	FT	135.000
0200		646E20500	DOTTED LINE (WT: 45)	45	FT	2,500.000

Section 0008 TRAFFIC SIGNALS - PART 1

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0201		632E26501	DETECTOR LOOP, AS PER PLAN (WT: 44) (WT: 44)	44	EACH	12.000
0202		632E65200	LOOP DETECTOR LEAD-IN CABLE (WT: 44) (WT: 44)	44	FT	1,062.000
0203		632E90400	SIGNALIZATION, MISC.:PIEZOCABLE AXLE SENSOR CLASS I (11' IN LENGTH TYPICAL) (WT: 44) (WT: 44)	44	EACH	6.000
0204		633E65001	CABINET WITHOUT CONTROLLER, AS PER PLAN (WT: 44)	44	EACH	1.000
0205		633E67200	CONTROLLER WORK PAD (WT: 44)	44	EACH	1.000
0206		633E68500	TELEPHONE SERVICE (WT: 44)	44	EACH	1.000
0207		633E99000	CONTROLLER ITEM, MISC.:SOLAR PANEL (WT: 44)	44	EACH	1.000

Section 0009 MAINTENANCE OF TRAFFIC - PART 1

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0208		251E01000	PARTIAL DEPTH PAVEMENT REPAIR (WT: 16)	16	SY	1,500.000
0209		252E01000	FULL DEPTH RIGID PAVEMENT REMOVAL AND FLEXIBLE REPLACEMENT (WT: 16)	16	SY	1,500.000
0210		252E01500	FULL DEPTH PAVEMENT SAWING (WT: 15)	15	FT	4,500.000
0211		254E01000	PAVEMENT PLANING, ASPHALT CONCRETE (WT: 13)	13	SY	47,044.000
0212		411E10000	STABILIZED CRUSHED AGGREGATE (WT: NR)	NR	CY	284.000
0213		530E00800	SPECIAL - STRUCTURE, MISC.:PATCHING BRIDGE DECKS WITH ASPHALT (WT: 29)	29	SY	6,000.000

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0214	603E04400	12" CONDUIT, TYPE B (WT: 35)	35	FT	2,047.000
0215	614E11100	LAW ENFORCEMENT OFFICER WITH PATROL CAR (WT: 39)	39	HOUR	300.000
0216	614E11600	TRANSITION AREA DELINEATION (WT: 39)	39	FT	13,540.000
0217	614E12350	WORK ZONE IMPACT ATTENUATOR (WT: 39)	39	EACH	31.000
0218	614E12470	WORK ZONE SPEED LIMIT SIGN (WT: 39)	39	EACH	22.000
0219	614E12484	WORK ZONE INCREASED PENALTIES SIGN (WT: 39)	39	EACH	12.000
0220	614E12740	WORK ZONE LIGHTING SYSTEM (WT: 39)	39	EACH	4.000
0221	614E12756	WORK ZONE CROSSOVER LIGHTING SYSTEM (WT: 39)	39	EACH	7.000
0222	614E13000	ASPHALT CONCRETE FOR MAINTAINING TRAFFIC (WT: 39)	39	CY	3,128.000
0223	614E13300	BARRIER REFLECTOR, TYPE B (WT: NR)	NR	EACH	5,154.000
0224	614E13350	OBJECT MARKER, ONE WAY (WT: NR)	NR	EACH	1,054.000
0225	614E18000	MAINTAINING TRAFFIC, MISC.:EMERGENCY PULLOFFS (WT: 10)	10	EACH	7.000
0226	614E18601	PORTABLE CHANGEABLE MESSAGE SIGN, AS PER PLAN (WT: 39)	39	SNMT	73.000
0227	614E20200	WORK ZONE LANE LINE, CLASS I, 740.06, TYPE I (WT: 39)	39	MILE	13.560
0228	614E22200	WORK ZONE EDGE LINE, CLASS I, 740.06, TYPE I (WT: 39)	39	MILE	47.440
0229	614E23400	WORK ZONE CHANNELIZING LINE, CLASS I, 740.06, TYPE I (WT: 39)	39	FT	21,619.000
0230	614E24400	WORK ZONE DOTTED LINE, CLASS I, 740.06, TYPE I (WT: 39)	39	FT	150.000
0231	615E10000	ROADS FOR MAINTAINING TRAFFIC (WT: 06)	06	LS	1.000
0232	615E20001	PAVEMENT FOR MAINTAINING TRAFFIC, CLASS A, AS PER PLAN (WT: 10)	10	SY	40,375.000
0233	615E25000	PAVEMENT FOR MAINTAINING TRAFFIC, CLASS B (WT: 10)	10	SY	245.000
0234	616E10000	WATER (WT: NR)	NR	MGAL	181.000
0235	618E40100	RUMBLE STRIPS, (ASPHALT CONCRETE) (WT: NR)	NR	FT	500.000
0236	622E40020	PORTABLE CONCRETE BARRIER, 32" (WT: 39)	39	FT	55,570.000
0237	622E40031	PORTABLE CONCRETE BARRIER, 50", AS PER PLAN (WT: 39)	39	FT	48,460.000
0238	622E40040	PORTABLE CONCRETE BARRIER, 32", BRIDGE MOUNTED (WT: 39)	39	FT	240.000
0239	622E40047	PORTABLE CONCRETE BARRIER, 50", BRIDGE MOUNTED, AS PER PLAN (WT: 39)	39	FT	960.000
0240	630E06100	GROUND MOUNTED SUPPORT, NO. 6 POST (WT: 42)	42	FT	60.000
0241	630E08000	GROUND MOUNTED SUPPORT, W12X30 BEAM (WT: 42)	42	FT	56.000
0242	630E80100	SIGN, FLAT SHEET (WT: 42)	42	SF	286.000
0243	630E84500	GROUND MOUNTED BEAM SUPPORT FOUNDATION (WT: 42)	42	EACH	2.000
0244	630E85600	REMOVAL OF GROUND MOUNTED MAJOR SIGN AND REERECTION (WT: NR)	NR	EACH	1.000
0245	630E87100	REMOVAL OF OVERHEAD MOUNTED SIGN AND REERECTION (WT: NR)	NR	EACH	3.000

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Section 0010 STRUCTURES OVER 20 FOOT SPAN - PART 1 MAH-80-0076L

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0246		202E11203	PORTIONS OF STRUCTURE REMOVED, OVER 20 FOOT SPAN, AS PER PLAN (WT: 19)	19	LS	1.000
0247		202E22900	APPROACH SLAB REMOVED (WT: NR)	NR	SY	134.000
0248		503E11101	COFFERDAMS, CRIBS AND SHEETING, AS PER PLAN (WT: 21)	21	LS	1.000
0249		503E21101	UNCLASSIFIED EXCAVATION, AS PER PLAN (WT: 21) (WT: 21)	21	CY	171.000
0250		503E31100	ROCK EXCAVATION (WT: 21)	21	CY	9.000
0251		505E11100	PILE DRIVING EQUIPMENT MOBILIZATION (WT: 53)	53	LS	1.000
0252		507E00100	STEEL PILES HP10X42, FURNISHED (WT: 53)	53	FT	315.000
0253		507E00150	STEEL PILES HP10X42, DRIVEN (WT: 53)	53	FT	315.000
0254		507E93301	STEEL POINTS, OR SHOES, AS PER PLAN (WT: 53)	53	EACH	14.000
0255		509E10001	EPOXY COATED REINFORCING STEEL, AS PER PLAN (WT: 23) (WT: 23)	23	LB	188,194.000
0256		509E20001	REINFORCING STEEL, REPLACEMENT OF EXISTING REINFORCING STEEL, AS PER PLAN (WT: 23) (WT: 23)	23	LB	500.000
0257		510E10000	DOWEL HOLES WITH NONSHRINK, NONMETALLIC GROUT (WT: 21)	21	EACH	48.000
0258		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) (WT: NR) (WT: NR)	NR	SY	784.000
0259		512E10300	SEALING CONCRETE BRIDGE DECKS WITH HMWM RESIN (WT: NR)	NR	SY	32.000
0260		512E33000	TYPE 2 WATERPROOFING (WT: 40) (WT: 40)	40	SY	32.000
0261		518E21200	POROUS BACKFILL WITH FILTER FABRIC (WT: 21) (WT: 21)	21	CY	83.000
0262		518E40001	6" PERFORATED CORRUGATED PLASTIC PIPE, AS PER PLAN (WT: 21) (WT: 21)	21	FT	160.000
0263		518E40011	6" NON-PERFORATED CORRUGATED PLASTIC PIPE, INCLUDING SPECIALS, AS PER PLAN (WT: 21) (WT: 21)	21	FT	60.000
0264		526E25001	REINFORCED CONCRETE APPROACH SLABS (T=15"), AS PER PLAN(TYPE A) (WT: 20) (WT: 20)	20	SY	350.000
0265		601E20000	CRUSHED AGGREGATE SLOPE PROTECTION (WT: 35)	35	SY	567.000
0266		892E10200	QC/QA CONCRETE, CLASS QSC2, SUPERSTRUCTURE (DECK) WITH WARRANTY (WT: 21) (WT: 21)	21	CY	632.000
0267		898E11000	QC/QA CONCRETE, CLASS QSC2, SUPERSTRUCTURE (PARAPET) (WT: 21) (WT: 21)	21	CY	46.000
0268		898E20100	QC/QA CONCRETE, CLASS QSC1, SUBSTRUCTURE (PIER ABOVE FOOTING) (WT: 21) (WT: 21)	21	CY	77.000
0269		898E20150	QC/QA CONCRETE, CLASS QSC1, SUBSTRUCTURE (ABUTMENT) (WT: 21) (WT: 21)	21	CY	55.000
0270		898E20300	QC/QA CONCRETE, CLASS QSC1, SUBSTRUCTURE (FOOTING) (WT: 21)	21	CY	19.000

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Section 0011 BRIDGE NO. MAH-80-0076 R - PART 1

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0271		202E11203	PORTIONS OF STRUCTURE REMOVED, OVER 20 FOOT SPAN, AS PER PLAN (WT: 19)	19	LS	1.000
0272		202E22900	APPROACH SLAB REMOVED (WT: NR)	NR	SY	223.000
0273		503E11101	COFFERDAMS, CRIBS AND SHEETING, AS PER PLAN (WT: 21)	21	LS	1.000
0274		503E21101	UNCLASSIFIED EXCAVATION, AS PER PLAN (WT: 21) (WT: 21)	21	CY	170.000
0275		503E31100	ROCK EXCAVATION (WT: 21)	21	CY	9.000
0276		505E11100	PILE DRIVING EQUIPMENT MOBILIZATION (WT: 53)	53	LS	1.000
0277		507E00100	STEEL PILES HP10X42, FURNISHED (WT: 53)	53	FT	315.000
0278		507E00150	STEEL PILES HP10X42, DRIVEN (WT: 53)	53	FT	315.000
0279		507E93301	STEEL POINTS, OR SHOES, AS PER PLAN (WT: 53)	53	EACH	14.000
0280		509E10001	EPOXY COATED REINFORCING STEEL, AS PER PLAN (WT: 23) (WT: 23)	23	LB	220,922.000
0281		509E20001	REINFORCING STEEL, REPLACEMENT OF EXISTING REINFORCING STEEL, AS PER PLAN (WT: 23) (WT: 23)	23	LB	500.000
0282		510E10000	DOWEL HOLES WITH NONSHRINK, NONMETALLIC GROUT (WT: 21)	21	EACH	202.000
0283		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) (WT: NR) (WT: NR)	NR	SY	878.000
0284		512E33000	TYPE 2 WATERPROOFING (WT: 40) (WT: 40)	40	SY	41.000
0285		518E21200	POROUS BACKFILL WITH FILTER FABRIC (WT: 21) (WT: 21)	21	CY	98.000
0286		518E40001	6" PERFORATED CORRUGATED PLASTIC PIPE, AS PER PLAN (WT: 21) (WT: 21)	21	FT	188.000
0287		518E40011	6" NON-PERFORATED CORRUGATED PLASTIC PIPE, INCLUDING SPECIALS, AS PER PLAN (WT: 21) (WT: 21)	21	FT	60.000
0288		526E25001	REINFORCED CONCRETE APPROACH SLABS (T=15"), AS PER PLAN(TYPE B) (WT: 20) (WT: 20)	20	SY	436.000
0289		601E20000	CRUSHED AGGREGATE SLOPE PROTECTION (WT: 35)	35	SY	680.000
0290		625E25400	CONDUIT, 2", 725.04 (WT: NR) (WT: NR)	NR	FT	287.000
0291		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	5.000
0292		892E10200	QC/QA CONCRETE, CLASS QSC2, SUPERSTRUCTURE (DECK) WITH WARRANTY (WT: 21) (WT: 21)	21	CY	785.000
0293		898E11000	QC/QA CONCRETE, CLASS QSC2, SUPERSTRUCTURE (PARAPET) (WT: 21) (WT: 21)	21	CY	46.000
0294		898E20100	QC/QA CONCRETE, CLASS QSC1, SUBSTRUCTURE (PIER ABOVE FOOTING) (WT: 21) (WT: 21)	21	CY	65.000
0295		898E20150	QC/QA CONCRETE, CLASS QSC1, SUBSTRUCTURE (ABUTMENT) (WT: 21) (WT: 21)	21	CY	56.000
0296		898E20300	QC/QA CONCRETE, CLASS QSC1, SUBSTRUCTURE (FOOTING) (WT: 21)	21	CY	19.000

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Section 0012 BRIDGE NO. MAH-80-0123 L - PART 1

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0297		202E11003	STRUCTURE REMOVED, OVER 20 FOOT SPAN, AS PER PLAN (WT: 19)	19	LS	1.000
0298		202E22900	APPROACH SLAB REMOVED (WT: NR)	NR	SY	134.000
0299		503E11100	COFFERDAMS, CRIBS AND SHEETING (WT: 21)	21	LS	1.000
0300		503E21101	UNCLASSIFIED EXCAVATION, AS PER PLAN (WT: 21) (WT: 21)	21	CY	598.000
0301		505E11100	PILE DRIVING EQUIPMENT MOBILIZATION (WT: 53)	53	LS	1.000
0302		506E11100	STATIC LOAD TEST (WT: 53)	53	LS	1.000
0303		506E12200	SUBSEQUENT STATIC LOAD TEST (WT: 53)	53	EACH	2.000
0304		507E00600	14" CAST-IN-PLACE REINFORCED CONCRETE PILES, DRIVEN (WT: 53) (WT: 53)	53	FT	3,780.000
0305		507E00650	14" CAST-IN-PLACE REINFORCED CONCRETE PILES, FURNISHED (WT: 53) (WT: 53)	53	FT	4,060.000
0306		507E00800	18" CAST-IN-PLACE REINFORCED CONCRETE PILES, DRIVEN (WT: 53) (WT: 53)	53	FT	36,480.000
0307		507E00850	18" CAST-IN-PLACE REINFORCED CONCRETE PILES, FURNISHED (WT: 53) (WT: 53)	53	FT	38,080.000
0308		507E93301	STEEL POINTS, OR SHOES, AS PER PLAN(14" PILE) (WT: 53) (WT: 53)	53	EACH	56.000
0309		507E93301	STEEL POINTS, OR SHOES, AS PER PLAN(18" PILE) (WT: 53) (WT: 53)	53	EACH	320.000
0310		509E10001	EPOXY COATED REINFORCING STEEL, AS PER PLAN (WT: 23) (WT: 23)	23	LB	1,845,730.000
0311		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) (WT: NR) (WT: NR)	NR	SY	14,880.000
0312		515E15050	DRAPED STRAND PRESTRESSED CONCRETE BRIDGE I-BEAM MEMBERS, LEVEL 3, TYPE 4 MOD. (72")(MARK A) (WT: 21) (WT: 21)	21	EACH	12.000
0313		515E15050	DRAPED STRAND PRESTRESSED CONCRETE BRIDGE I-BEAM MEMBERS, LEVEL 3, TYPE 4 MOD. (72")(MARK B) (WT: 21) (WT: 21)	21	EACH	102.000
0314		515E15050	DRAPED STRAND PRESTRESSED CONCRETE BRIDGE I-BEAM MEMBERS, LEVEL 3, TYPE 4 MOD. (72")(MARK C) (WT: 21) (WT: 21)	21	EACH	12.000
0315		515E20000	INTERMEDIATE DIAPHRAMS (WT: 21) (WT: 21)	21	EACH	315.000
0316		516E12400	SPECIAL - MODULAR EXPANSION JOINT(6" MOVEMENT) (WT: 27) (WT: 27)	27	FT	122.000
0317		516E12400	SPECIAL - MODULAR EXPANSION JOINT(9" MOVEMENT) (WT: 27) (WT: 27)	27	FT	61.000
0318		516E44201	ELASTOMERIC BEARING WITH INTERNAL LAMINATES AND LOAD PLATE (NEOPRENE), AS PER PLAN(3.75" X 13.5" X 15" BEARING WITH 1.75" X 16" X 25.5" LOAD PLATE) (WT: 21) (WT: 21)	21	EACH	24.000
0319		516E44401	ELASTOMERIC BEARING WITH INTERNAL LAMINATES AND LOAD PLATE (NEOPRENE), AS PER PLAN(5.875" X 15" X 15" BEARING WITH 1.75" X 16" X 25.5" LOAD PLATE) (WT: 21) (WT: 21)	21	EACH	204.000

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0320		516E44401	ELASTOMERIC BEARING WITH INTERNAL LAMINATES AND LOAD PLATE (NEOPRENE), AS PER PLAN(6.25" X 15" X 15" BEARING WITH 1.75" X 16" X 25.5" LOAD PLATE) (WT: 21) (WT: 21)	21	EACH	24.000
0321		518E21200	POROUS BACKFILL WITH FILTER FABRIC (WT: 21) (WT: 21)	21	CY	155.000
0322		518E40000	6" PERFORATED CORRUGATED PLASTIC PIPE (WT: 21) (WT: 21)	21	FT	176.000
0323		518E40010	6" NON-PERFORATED CORRUGATED PLASTIC PIPE, INCLUDING SPECIALS (WT: 21) (WT: 21)	21	FT	60.000
0324		518E60011	TROUGH HORIZONTAL CONDUCTOR, AS PER PLAN(NEOPRENE, INCLUDING SPECIALS) (WT: 21) (WT: 21)	21	FT	122.000
0325		518E60031	PIPE HORIZONTAL CONDUCTOR, AS PER PLAN(INCLUDING SPECIALS) (WT: 21) (WT: 21)	21	FT	150.000
0326		523E20000	DYNAMIC LOAD TESTING (WT: 53) (WT: 53)	53	EACH	4.000
0327		523E20500	RESTRIKING (WT: 53) (WT: 53)	53	EACH	9.000
0328		526E25001	REINFORCED CONCRETE APPROACH SLABS (T=15"), AS PER PLAN(TYPE D) (WT: 20) (WT: 20)	20	SY	339.000
0329		625E25400	CONDUIT, 2", 725.04 (WT: NR) (WT: NR)	NR	FT	5,180.000
0330		625E25600	CONDUIT, 4", 725.04 (WT: NR) (WT: NR)	NR	FT	2,590.000
0331		625E29920	STRUCTURE JUNCTION BOX (WT: NR) (WT: NR)	NR	EACH	14.000
0332		625E30706	PULL BOX, 725.08, 24" (WT: NR) (WT: NR)	NR	EACH	4.000
0333		625E33000	STRUCTURE GROUNDING SYSTEM (WT: 43)	43	EACH	1.000
0334		892E10200	QC/QA CONCRETE, CLASS QSC2, SUPERSTRUCTURE (DECK) WITH WARRANTY (WT: 21) (WT: 21)	21	CY	5,320.000
0335		898E11000	QC/QA CONCRETE, CLASS QSC2, SUPERSTRUCTURE (PARAPET) (WT: 21) (WT: 21)	21	CY	812.000
0336		898E20100	QC/QA CONCRETE, CLASS QSC1, SUBSTRUCTURE (PIER ABOVE FOOTING) (WT: 21) (WT: 21)	21	CY	1,400.000
0337		898E20150	QC/QA CONCRETE, CLASS QSC1, SUBSTRUCTURE (ABUTMENT) (WT: 21) (WT: 21)	21	CY	289.000
0338		898E20300	QC/QA CONCRETE, CLASS QSC1, SUBSTRUCTURE (FOOTING) (WT: 21) (WT: 21)	21	CY	202.000

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Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0339		202E11003	STRUCTURE REMOVED, OVER 20 FOOT SPAN, AS PER PLAN (WT: 19)	19	LS	1.000
0340		202E22900	APPROACH SLAB REMOVED (WT: NR)	NR	SY	134.000
0341		503E11100	COFFERDAMS, CRIBS AND SHEETING (WT: 21)	21	LS	1.000
0342		503E21101	UNCLASSIFIED EXCAVATION, AS PER PLAN (WT: 21) (WT: 21)	21	CY	636.000

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0343	505E11100	PILE DRIVING EQUIPMENT MOBILIZATION (WT: 53)	53	LS	1.000
0344	506E11100	STATIC LOAD TEST (WT: 53)	53	LS	1.000
0345	506E12200	SUBSEQUENT STATIC LOAD TEST (WT: 53) (WT: 53)	53	EACH	2.000
0346	507E00600	14" CAST-IN-PLACE REINFORCED CONCRETE PILES, DRIVEN (WT: 53) (WT: 53)	53	FT	3,360.000
0347	507E00650	14" CAST-IN-PLACE REINFORCED CONCRETE PILES, FURNISHED (WT: 53) (WT: 53)	53	FT	3,640.000
0348	507E00800	18" CAST-IN-PLACE REINFORCED CONCRETE PILES, DRIVEN (WT: 53) (WT: 53)	53	FT	35,840.000
0349	507E00850	18" CAST-IN-PLACE REINFORCED CONCRETE PILES, FURNISHED (WT: 53) (WT: 53)	53	FT	37,440.000
0350	507E93301	STEEL POINTS, OR SHOES, AS PER PLAN(14" PILE) (WT: 53) (WT: 53)	53	EACH	56.000
0351	507E93301	STEEL POINTS, OR SHOES, AS PER PLAN(18" PILE) (WT: 53) (WT: 53)	53	EACH	320.000
0352	509E10001	EPOXY COATED REINFORCING STEEL, AS PER PLAN (WT: 23) (WT: 23)	23	LB	1,845,730.000
0353	512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) (WT: NR) (WT: NR)	NR	SY	14,880.000
0354	515E15050	DRAPED STRAND PRESTRESSED CONCRETE BRIDGE I-BEAM MEMBERS, LEVEL 3, TYPE 4 MOD. (72")(MARK A) (WT: 21) (WT: 21)	21	EACH	12.000
0355	515E15050	DRAPED STRAND PRESTRESSED CONCRETE BRIDGE I-BEAM MEMBERS, LEVEL 3, TYPE 4 MOD. (72")(MARK B) (WT: 21) (WT: 21)	21	EACH	102.000
0356	515E15050	DRAPED STRAND PRESTRESSED CONCRETE BRIDGE I-BEAM MEMBERS, LEVEL 3, TYPE 4 MOD. (72")(MARK C) (WT: 21) (WT: 21)	21	EACH	12.000
0357	515E20000	INTERMEDIATE DIAPHRAMS (WT: 21) (WT: 21)	21	EACH	315.000
0358	516E12400	SPECIAL - MODULAR EXPANSION JOINT(6" MOVEMENT) (WT: 27) (WT: 27)	27	FT	122.000
0359	516E12400	SPECIAL - MODULAR EXPANSION JOINT(9" MOVEMENT) (WT: 27) (WT: 27)	27	FT	61.000
0360	516E44201	ELASTOMERIC BEARING WITH INTERNAL LAMINATES AND LOAD PLATE (NEOPRENE), AS PER PLAN(3.75" X 13.5" X 15" BEARING WITH 1.75" X 16" X 25.5" LOAD PLATE) (WT: 21) (WT: 21)	21	EACH	24.000
0361	516E44401	ELASTOMERIC BEARING WITH INTERNAL LAMINATES AND LOAD PLATE (NEOPRENE), AS PER PLAN(5.875" X 15" X 15" BEARING WITH 1.75" X 16" X 25.5" LOAD PLATE) (WT: 21) (WT: 21)	21	EACH	204.000
0362	516E44401	ELASTOMERIC BEARING WITH INTERNAL LAMINATES AND LOAD PLATE (NEOPRENE), AS PER PLAN(6.25" X 15" X 15" BEARING WITH 1.75" X 16" X 25.5" LOAD PLATE) (WT: 21) (WT: 21)	21	EACH	24.000
0363	518E21200	POROUS BACKFILL WITH FILTER FABRIC (WT: 21) (WT: 21)	21	CY	155.000
0364	518E40000	6" PERFORATED CORRUGATED PLASTIC PIPE (WT: 21) (WT: 21)	21	FT	176.000
0365	518E40010	6" NON-PERFORATED CORRUGATED PLASTIC PIPE, INCLUDING SPECIALS (WT: 21) (WT: 21)	21	FT	60.000
0366	518E60011	TROUGH HORIZONTAL CONDUCTOR, AS PER PLAN(NEOPRENE, INCLUDING SPECIALS) (WT: 21) (WT: 21)	21	FT	122.000

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0367		518E60031	PIPE HORIZONTAL CONDUCTOR, AS PER PLAN(INCLUDING SPECIALS) (WT: 21) (WT: 21)	21	FT	150.000
0368		523E20000	DYNAMIC LOAD TESTING (WT: 53) (WT: 53)	53	EACH	4.000
0369		523E20500	RESTRIKING (WT: 53) (WT: 53)	53	EACH	9.000
0370		526E25001	REINFORCED CONCRETE APPROACH SLABS (T=15"), AS PER PLAN(TYPE D) (WT: 20) (WT: 20)	20	SY	339.000
0371		625E25400	CONDUIT, 2", 725.04 (WT: NR) (WT: NR)	NR	FT	5,180.000
0372		625E25600	CONDUIT, 4", 725.04 (WT: NR) (WT: NR)	NR	FT	2,590.000
0373		625E29920	STRUCTURE JUNCTION BOX (WT: NR) (WT: NR)	NR	EACH	21.000
0374		625E30706	PULL BOX, 725.08, 24" (WT: NR) (WT: NR)	NR	EACH	6.000
0375		625E33000	STRUCTURE GROUNDING SYSTEM (WT: NR)	NR	EACH	1.000
0376		892E10200	QC/QA CONCRETE, CLASS QSC2, SUPERSTRUCTURE (DECK) WITH WARRANTY (WT: 21) (WT: 21)	21	CY	5,320.000
0377		898E11000	QC/QA CONCRETE, CLASS QSC2, SUPERSTRUCTURE (PARAPET) (WT: 21) (WT: 21)	21	CY	812.000
0378		898E20100	QC/QA CONCRETE, CLASS QSC1, SUBSTRUCTURE (PIER ABOVE FOOTING) (WT: 21) (WT: 21)	21	CY	1,387.000
0379		898E20150	QC/QA CONCRETE, CLASS QSC1, SUBSTRUCTURE (ABUTMENT) (WT: 21) (WT: 21)	21	CY	284.000
0380		898E20300	QC/QA CONCRETE, CLASS QSC1, SUBSTRUCTURE (FOOTING) (WT: 21) (WT: 21)	21	CY	202.000

Section 0014 BRIDGE NO. MAH-80-0245 L - PART 1

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0381		202E11203	PORTIONS OF STRUCTURE REMOVED, OVER 20 FOOT SPAN, AS PER PLAN (WT: 19)	19	LS	1.000
0382		202E22900	APPROACH SLAB REMOVED (WT: NR)	NR	SY	134.000
0383		503E11100	COFFERDAMS, CRIBS AND SHEETING (WT: 21)	21	LS	1.000
0384		503E21101	UNCLASSIFIED EXCAVATION, AS PER PLAN (WT: 21) (WT: 21)	21	CY	255.000
0385		503E31100	ROCK EXCAVATION (WT: 21)	21	CY	49.000
0386		509E10001	EPOXY COATED REINFORCING STEEL, AS PER PLAN (WT: 23) (WT: 23)	23	LB	195,094.000
0387		509E20001	REINFORCING STEEL, REPLACEMENT OF EXISTING REINFORCING STEEL, AS PER PLAN (WT: 23) (WT: 23)	23	LB	500.000
0388		510E10000	DOWEL HOLES WITH NONSHRINK, NONMETALLIC GROUT (WT: 21)	21	EACH	168.000
0389		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) (WT: NR) (WT: NR)	NR	SY	890.000
0390		512E10300	SEALING CONCRETE BRIDGE DECKS WITH HMWM RESIN (WT: NR)	NR	SY	32.000
0391		512E10600	CONCRETE REPAIR BY EPOXY INJECTION (WT: NR)	NR	FT	5.000

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0392	512E33000	TYPE 2 WATERPROOFING (WT: 40)	40	SY	33.000
0393	516E13900	2" PREFORMED EXPANSION JOINT FILLER (WT: 21)	21	SF	26.000
0394	516E25001	NYLON REINFORCED NEOPRENE SHEETING, AS PER PLAN (WT: 21) (WT: 21)	21	SF	301.000
0395	516E42600	ELASTOMERIC BEARING PAD, MISC.:12" X 1-1/2" ELASTOMERIC BEARING STRIP (WT: 21) (WT: 21)	21	FT	136.000
0396	518E21200	POROUS BACKFILL WITH FILTER FABRIC (WT: 21) (WT: 21)	21	CY	92.000
0397	518E40001	6" PERFORATED CORRUGATED PLASTIC PIPE, AS PER PLAN (WT: 21) (WT: 21)	21	FT	171.000
0398	518E40011	6" NON-PERFORATED CORRUGATED PLASTIC PIPE, INCLUDING SPECIALS, AS PER PLAN (WT: 21) (WT: 21)	21	FT	60.000
0399	526E25001	REINFORCED CONCRETE APPROACH SLABS (T=15"), AS PER PLAN(TYPE A) (WT: 20) (WT: 20)	20	SY	350.000
0400	601E20000	CRUSHED AGGREGATE SLOPE PROTECTION (WT: 35)	35	SY	583.000
0401	690E71000	SPECIAL - ASBESTOS ABATEMENT (WT: NR)	NR	LS	1.000
0402	843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	112.000
0403	892E10200	QC/QA CONCRETE, CLASS QSC2, SUPERSTRUCTURE (DECK) WITH WARRANTY (WT: 21) (WT: 21)	21	CY	641.000
0404	898E11000	QC/QA CONCRETE, CLASS QSC2, SUPERSTRUCTURE (PARAPET) (WT: 21) (WT: 21)	21	CY	45.000
0405	898E20100	QC/QA CONCRETE, CLASS QSC1, SUBSTRUCTURE (PIER ABOVE FOOTING) (WT: 21) (WT: 21)	21	CY	56.000
0406	898E20150	QC/QA CONCRETE, CLASS QSC1, SUBSTRUCTURE (ABUTMENT) (WT: 21) (WT: 21)	21	CY	40.000
0407	898E20300	QC/QA CONCRETE, CLASS QSC1, SUBSTRUCTURE (FOOTING) (WT: 21) (WT: 21)	21	CY	47.000

Section 0015 BRIDGE NO. MAH-80-0245 R - PART 1

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0408		202E11203	PORTIONS OF STRUCTURE REMOVED, OVER 20 FOOT SPAN, AS PER PLAN (WT: 19)	19	LS	1.000
0409		202E22900	APPROACH SLAB REMOVED (WT: NR)	NR	SY	134.000
0410		503E11100	COFFERDAMS, CRIBS AND SHEETING (WT: 21)	21	LS	1.000
0411		503E21101	UNCLASSIFIED EXCAVATION, AS PER PLAN (WT: 21) (WT: 21)	21	CY	230.000
0412		503E31100	ROCK EXCAVATION (WT: 21)	21	CY	42.000
0413		509E10001	EPOXY COATED REINFORCING STEEL, AS PER PLAN (WT: 23) (WT: 23)	23	LB	192,456.000
0414		509E20001	REINFORCING STEEL, REPLACEMENT OF EXISTING REINFORCING STEEL, AS PER PLAN (WT: 23) (WT: 23)	23	LB	500.000
0415		510E10000	DOWEL HOLES WITH NONSHRINK, NONMETALLIC GROUT (WT: 21)	21	EACH	168.000

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0416	512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) (WT: NR) (WT: NR)	NR	SY	881.000
0417	512E33000	TYPE 2 WATERPROOFING (WT: 40)	40	SY	32.000
0418	516E13900	2" PREFORMED EXPANSION JOINT FILLER (WT: 21)	21	SF	27.000
0419	516E25001	NYLON REINFORCED NEOPRENE SHEETING, AS PER PLAN (WT: 21) (WT: 21)	21	SF	302.000
0420	516E42600	ELASTOMERIC BEARING PAD, MISC.:12" X 1-1/2" ELASTOMERIC BEARING STRIP (WT: 21) (WT: 21)	21	FT	136.000
0421	518E21200	POROUS BACKFILL WITH FILTER FABRIC (WT: 21) (WT: 21)	21	CY	85.000
0422	518E40001	6" PERFORATED CORRUGATED PLASTIC PIPE, AS PER PLAN (WT: 21) (WT: 21)	21	FT	171.000
0423	518E40011	6" NON-PERFORATED CORRUGATED PLASTIC PIPE, INCLUDING SPECIALS, AS PER PLAN (WT: 21) (WT: 21)	21	FT	60.000
0424	526E25001	REINFORCED CONCRETE APPROACH SLABS (T=15"), AS PER PLAN(TYPE A) (WT: 20) (WT: 20)	20	SY	350.000
0425	601E20000	CRUSHED AGGREGATE SLOPE PROTECTION (WT: 35)	35	SY	583.000
0426	690E71000	SPECIAL - ASBESTOS ABATEMENT (WT: NR)	NR	LS	1.000
0427	843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	136.000
0428	892E10200	QC/QA CONCRETE, CLASS QSC2, SUPERSTRUCTURE (DECK) WITH WARRANTY (WT: 21) (WT: 21)	21	CY	641.000
0429	898E11000	QC/QA CONCRETE, CLASS QSC2, SUPERSTRUCTURE (PARAPET) (WT: 21) (WT: 21)	21	CY	45.000
0430	898E20100	QC/QA CONCRETE, CLASS QSC1, SUBSTRUCTURE (PIER ABOVE FOOTING) (WT: 21) (WT: 21)	21	CY	55.000
0431	898E20150	QC/QA CONCRETE, CLASS QSC1, SUBSTRUCTURE (ABUTMENT) (WT: 21) (WT: 21)	21	CY	34.000
0432	898E20300	QC/QA CONCRETE, CLASS QSC1, SUBSTRUCTURE (FOOTING) (WT: 21) (WT: 21)	21	CY	47.000

Section 0016 BRIDGE NO. MAH-80-0313 L - PART 1

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0433		202E11203	PORTIONS OF STRUCTURE REMOVED, OVER 20 FOOT SPAN, AS PER PLAN (WT: 19)	19	LS	1.000
0434		202E22900	APPROACH SLAB REMOVED (WT: NR)	NR	SY	134.000
0435		503E11100	COFFERDAMS, CRIBS AND SHEETING (WT: 21)	21	LS	1.000
0436		503E21101	UNCLASSIFIED EXCAVATION, AS PER PLAN (WT: 21) (WT: 21)	21	CY	192.000
0437		503E31100	ROCK EXCAVATION (WT: 21)	21	CY	67.000
0438		505E11100	PILE DRIVING EQUIPMENT MOBILIZATION (WT: 53)	53	LS	1.000
0439		507E00100	STEEL PILES HP10X42, FURNISHED (WT: 53)	53	FT	225.000
0440		507E00150	STEEL PILES HP10X42, DRIVEN (WT: 53)	53	FT	225.000

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0441	507E93301	STEEL POINTS, OR SHOES, AS PER PLAN (WT: 53)	53	EACH	9.000
0442	509E10001	EPOXY COATED REINFORCING STEEL, AS PER PLAN (WT: 23) (WT: 23)	23	LB	185,522.000
0443	509E20001	REINFORCING STEEL, REPLACEMENT OF EXISTING REINFORCING STEEL, AS PER PLAN (WT: 23) (WT: 23)	23	LB	500.000
0444	510E10000	DOWEL HOLES WITH NONSHRINK, NONMETALLIC GROUT (WT: 21)	21	EACH	140.000
0445	512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) (WT: NR) (WT: NR)	NR	SY	694.000
0446	512E10300	SEALING CONCRETE BRIDGE DECKS WITH HMWM RESIN (WT: NR)	NR	SY	26.000
0447	512E33000	TYPE 2 WATERPROOFING (WT: 40) (WT: 40)	40	SY	32.000
0448	516E13900	2" PREFORMED EXPANSION JOINT FILLER (WT: 21) (WT: 21)	21	SF	12.000
0449	516E25001	NYLON REINFORCED NEOPRENE SHEETING, AS PER PLAN (WT: 21) (WT: 21)	21	SF	268.000
0450	516E42600	ELASTOMERIC BEARING PAD, MISC.:12" X 1-1/2" UNREINFORCED ELASTOMERIC BEARING STRIP (WT: 21) (WT: 21)	21	FT	82.000
0451	518E21200	POROUS BACKFILL WITH FILTER FABRIC (WT: 21) (WT: 21)	21	CY	89.000
0452	518E40001	6" PERFORATED CORRUGATED PLASTIC PIPE, AS PER PLAN (WT: 21) (WT: 21)	21	FT	193.000
0453	518E40011	6" NON-PERFORATED CORRUGATED PLASTIC PIPE, INCLUDING SPECIALS, AS PER PLAN (WT: 21) (WT: 21)	21	FT	60.000
0454	526E25001	REINFORCED CONCRETE APPROACH SLABS (T=15"), AS PER PLAN(TYPE A) (WT: 20) (WT: 20)	20	SY	417.000
0455	601E20000	CRUSHED AGGREGATE SLOPE PROTECTION (WT: 35)	35	SY	374.000
0456	690E71000	SPECIAL - ASBESTOS ABATEMENT (WT: NR)	NR	LS	1.000
0457	843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	4.000
0458	892E10200	QC/QA CONCRETE, CLASS QSC2, SUPERSTRUCTURE (DECK) WITH WARRANTY (WT: 21) (WT: 21)	21	CY	619.000
0459	898E11000	QC/QA CONCRETE, CLASS QSC2, SUPERSTRUCTURE (PARAPET) (WT: 21) (WT: 21)	21	CY	35.000
0460	898E20100	QC/QA CONCRETE, CLASS QSC1, SUBSTRUCTURE (PIER ABOVE FOOTING) (WT: 21) (WT: 21)	21	CY	56.000
0461	898E20150	QC/QA CONCRETE, CLASS QSC1, SUBSTRUCTURE (ABUTMENT) (WT: 21) (WT: 21)	21	CY	62.000
0462	898E20300	QC/QA CONCRETE, CLASS QSC1, SUBSTRUCTURE (FOOTING) (WT: 21)	21	CY	51.000

Section 0017 BRIDGE NO. MAH-80-0313 R - PART 1

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0463		202E11203	PORTIONS OF STRUCTURE REMOVED, OVER 20 FOOT SPAN, AS PER PLAN (WT: 19)	19	LS	1.000
0464		202E22900	APPROACH SLAB REMOVED (WT: NR)	NR	SY	134.000
0465		503E11100	COFFERDAMS, CRIBS AND SHEETING (WT: 21)	21	LS	1.000

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0466		503E21101	UNCLASSIFIED EXCAVATION, AS PER PLAN (WT: 21) (WT: 21)	21	CY	82.000
0467		503E31100	ROCK EXCAVATION (WT: 21)	21	CY	27.000
0468		505E11100	PILE DRIVING EQUIPMENT MOBILIZATION (WT: 53)	53	LS	1.000
0469		507E00100	STEEL PILES HP10X42, FURNISHED (WT: 53)	53	FT	280.000
0470		507E00150	STEEL PILES HP10X42, DRIVEN (WT: 53)	53	FT	280.000
0471		507E93301	STEEL POINTS, OR SHOES, AS PER PLAN (WT: 53)	53	EACH	14.000
0472		509E10001	EPOXY COATED REINFORCING STEEL, AS PER PLAN (WT: 23) (WT: 23)	23	LB	150,815.000
0473		509E20001	REINFORCING STEEL, REPLACEMENT OF EXISTING REINFORCING STEEL, AS PER PLAN (WT: 23) (WT: 23)	23	LB	500.000
0474		510E10000	DOWEL HOLES WITH NONSHRINK, NONMETALLIC GROUT (WT: 21)	21	EACH	163.000
0475		512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) (WT: NR) (WT: NR)	NR	SY	639.000
0476		512E33000	TYPE 2 WATERPROOFING (WT: 40) (WT: 40)	40	SY	31.000
0477		518E21200	POROUS BACKFILL WITH FILTER FABRIC (WT: 21) (WT: 21)	21	CY	79.000
0478		518E40001	6" PERFORATED CORRUGATED PLASTIC PIPE, AS PER PLAN (WT: 21) (WT: 21)	21	FT	166.000
0479		518E40011	6" NON-PERFORATED CORRUGATED PLASTIC PIPE, INCLUDING SPECIALS, AS PER PLAN (WT: 21) (WT: 21)	21	FT	60.000
0480		526E25001	REINFORCED CONCRETE APPROACH SLABS (T=15"), AS PER PLAN(TYPE A) (WT: 20) (WT: 20)	20	SY	350.000
0481		601E20000	CRUSHED AGGREGATE SLOPE PROTECTION (WT: 35)	35	SY	300.000
0482		843E50000	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR (WT: 29)	29	SF	12.000
0483		892E10200	QC/QA CONCRETE, CLASS QSC2, SUPERSTRUCTURE (DECK) WITH WARRANTY (WT: 21) (WT: 21)	21	CY	523.000
0484		898E11000	QC/QA CONCRETE, CLASS QSC2, SUPERSTRUCTURE (PARAPET) (WT: 21) (WT: 21)	21	CY	35.000
0485		898E20100	QC/QA CONCRETE, CLASS QSC1, SUBSTRUCTURE (PIER ABOVE FOOTING) (WT: 21) (WT: 21)	21	CY	38.000
0486		898E20150	QC/QA CONCRETE, CLASS QSC1, SUBSTRUCTURE (ABUTMENT) (WT: 21) (WT: 21)	21	CY	51.000
0487		898E20300	QC/QA CONCRETE, CLASS QSC1, SUBSTRUCTURE (FOOTING) (WT: 21)	21	CY	18.000

Section 0018 BRIDGE NO. MAH-80-0332 - PART 1

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0488		202E11003	STRUCTURE REMOVED, OVER 20 FOOT SPAN, AS PER PLAN (WT: 19)	19	LS	1.000
0489		202E22900	APPROACH SLAB REMOVED (WT: NR)	NR	SY	270.000
0490		502E11100	STRUCTURE FOR MAINTAINING TRAFFIC (WT: 21)	21	LS	1.000
0491		503E11100	COFFERDAMS, CRIBS AND SHEETING (WT: 21)	21	LS	1.000
0492		503E21321	UNCLASSIFIED EXCAVATION, INCLUDING ROCK, AS PER PLAN (WT: 35)	35	LS	1.000

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0493	509E10000	EPOXY COATED REINFORCING STEEL (WT: 23)	23	LB	142,808.000
0494	511E46000	CLASS C CONCRETE(ABOVE FOOTING) (WT: 35)	35	CY	469.000
0495	511E46500	CLASS C CONCRETE, FOOTING (WT: 35)	35	CY	423.000
0496	511E71200	CONCRETE, MISC.:MOLDED RANDOM CUT STONE SURFACE (WT: 35)	35	SF	2,142.000
0497	511E71200	CONCRETE, MISC.:STAINING CONCRETE SURFACES (WT: NR)	NR	SF	2,142.000
0498	511E81300	CONCRETE, MISC.:MOCK UP, MOLDED RANDOM CUT STONE SURFACE (WT: 35)	35	EACH	2.000
0499	512E10051	SEALING OF CONCRETE SURFACES (NON-EPOXY), AS PER PLAN (WT: NR)	NR	SY	260.000
0500	512E33000	TYPE 2 WATERPROOFING (WT: 40)	40	SY	1,748.000
0501	512E75500	SPECIAL - SEALING, MISC.:ANTI-GRAFFITI COATING (WT: NR)	NR	SY	1,565.000
0502	516E13600	1" PREFORMED EXPANSION JOINT FILLER (WT: 35)	35	SF	154.000
0503	518E21200	POROUS BACKFILL WITH FILTER FABRIC (WT: 35)	35	CY	434.000
0504	518E40000	6" PERFORATED CORRUGATED PLASTIC PIPE (WT: 35)	35	FT	708.000
0505	518E40011	6" NON-PERFORATED CORRUGATED PLASTIC PIPE, INCLUDING SPECIALS, AS PER PLAN (WT: 35)	35	FT	53.000
0506	603E71000	CONDUIT, TYPE A, PRECAST REINFORCED CONCRETE ARCH SECTIONS(20' SPAN X 11' RISE) (WT: 35)	35	FT	292.000

Section 0019 ITEMS OF WORK - PART 2

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0507		203E20000	EMBANKMENT (WT: 06)	06	CY	32.000
0508		203E98000	ROADWAY, MISC.:COURSE AGGREGATE GROUT (WT: NR)	NR	CY	2,070.000
0509		203E98000	ROADWAY, MISC.:FINE AGGREGATE GROUT (WT: NR)	NR	CY	3,005.000
0510		203E98000	ROADWAY, MISC.:NEAT CEMENT GROUT (WT: NR)	NR	CY	10,050.000
0511		203E98300	ROADWAY, MISC.:CONFIRMATION DRILLING - ROCK (WT: NR)	NR	FT	1,440.000
0512		203E98300	ROADWAY, MISC.:CONFIRMATION DRILLING - SOIL (WT: NR)	NR	FT	410.000
0513		203E98300	ROADWAY, MISC.:ROCK DRILLING (WT: NR)	NR	FT	41,850.000
0514		203E98300	ROADWAY, MISC.:ROCK DRILLING - INSTRUMENTATION (WT: NR)	NR	FT	600.000
0515		203E98300	ROADWAY, MISC.:SOIL DRILLING (WT: NR)	NR	FT	13,950.000
0516		203E98300	ROADWAY, MISC.:SOIL DRILLING - INSTRUMENTATION (WT: NR)	NR	FT	200.000
0517		203E98500	ROADWAY, MISC.:BOREHOLE CAMERA (WT: NR)	NR	LS	1.000
0518		203E98500	ROADWAY, MISC.:MOBILIZATION (GROUTING SUBCONTRACTOR ONLY) (WT: NR)	NR	LS	1.000
0519		203E98500	ROADWAY, MISC.:SITE MONITORING (WT: NR)	NR	LS	1.000
0520		203E98600	ROADWAY, MISC.:CROSS BOREHOLE TOMOGRAPHY (WT: NR)	NR	EACH	12.000

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Section 0020 INCIDENTALS

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0521		103E06000	PREMIUM FOR CONTRACT PERFORMANCE BOND, PAYMENT BOND AND MAINTENANCE BOND(PARTS 1 & 2) (WT: NR) (WT: NR)	NR	LS	1.000
0522		108E10000	SPECIAL - CPM PROGRESS SCHEDULE(PARTS 1 & 2) (WT: NR) (WT: NR)	NR	LS	1.000
0523		614E11000	MAINTAINING TRAFFIC(PARTS 1 & 2) (WT: 39) (WT: 39)	39	LS	1.000
0524		619E16020	FIELD OFFICE, TYPE C(PARTS 1 & 2) (WT: NR) (WT: NR)	NR	MNTH	42.000
0525		623E10000	CONSTRUCTION LAYOUT STAKES(PARTS 1 & 2) (WT: NR) (WT: NR)	NR	LS	1.000
0526		624E10000	MOBILIZATION(PARTS 1 & 2) (WT: NR) (WT: NR)	NR	LS	1.000

MAHONING COUNTY

COLUMBIANA (Salem, Perry, Fairfield, Center, Elk Run, Middleton, & Unity Townships and the city of New Waterford) & MAHONING, and the city of Youngstown

	Rates	Fringes
Bricklayer.....	\$ 24.21	10.41

MAHONING & TRUMBULL

	Rates	Fringes
Carpenter.....	\$ 21.34	10.96

MAHONING & TRUMBULL

	Rates	Fringes
Diver, Wet.....	\$ 33.14	11.19
Piledrivermen; Diver, Dry.....	\$ 22.09	11.19

DIVERS - 8 HOURS' PAY MINIMUM

COLUMBIANA (Butler, Fairfield, Perry, Salem & Unity Townships)
 MAHONING (Austintown, Beaver, Berlin, Boardman, Canfield, Ellsworth, Coitsville, Goshen, Green, Jackson, Poland, Springfield & Youngstown Townships), & TRUMBULL (Hubbard & Liberty Townships)

	Rates	Fringes
Electrician.....	\$ 27.75	11.04

COLUMBIANA, MAHONING & TRUMBULL

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

CARROLL (Northern half, including Fox, Harrison, Rose & Washington Townships), COLUMBIANA (Knox Township), HOLMES, MAHONING (Smith Township), STARK, TUSCARAWAS (North of Auburn, Clay, Rush & York Townships), & WAYNE (South of Baughman, Chester, Green & Wayne Townships)

	Rates	Fringes
Electrician.....	\$ 25.74	14.54

ASHTABULA (Colebrook, Wayne, Williamsfield, Orwell & Windsor Townships), GEauga (Auburn, Middlefield, Parkman & Troy Townships), MAHONING (Milton Township), PORTAGE (Charlestown, Edinburg, Freedom, Hiram, Nelson, Palmyra, Paris & Windham Townships) & TRUMBULL (Except Liberty & Hubbard Townships)

	Rates	Fringes
Electrician.....	\$ 28.80	11.28

COLUMBIANA, MAHONING & TRUMBULL COUNTIES

	Rates	Fringes
Operating Engineer		
ASBESTOS REMOVAL PROJECTS		
GROUP 1.....	\$ 31.61	11.21
ASBESTOS REMOVAL PROJECTS		
GROUP 2.....	\$ 31.28	11.21
ASBESTOS REMOVAL PROJECTS		
GROUP 3.....	\$ 29.12	11.21
ASBESTOS REMOVAL PROJECTS		
GROUP 4.....	\$ 26.11	11.21
ASBESTOS REMOVAL PROJECTS		
GROUP 5.....	\$ 22.86	11.21
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 1 - A & B.....	\$ 31.61	11.21
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 1 - C & D.....	\$ 28.97	11.21
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 2 - A & B.....	\$ 31.28	11.21
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 2 - C & D.....	\$ 28.68	11.21
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 3 - A & B.....	\$ 29.12	11.21
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 3 - C & D.....	\$ 26.70	11.21
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 4 - A & B.....	\$ 26.11	11.21
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 4 - C & D.....	\$ 23.94	11.21
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 5 - A & B.....	\$ 22.86	11.21
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 5 - C & D.....	\$ 20.95	11.21
ALL OTHER WORK		
GROUP 1.....	\$ 26.34	11.21
ALL OTHER WORK		
GROUP 2.....	\$ 26.07	11.21
ALL OTHER WORK		
GROUP 3.....	\$ 24.27	11.21
ALL OTHER WORK		
GROUP 4.....	\$ 21.76	11.21
ALL OTHER WORK		
GROUP 5.....	\$ 19.05	11.21

GROUP 1 - Rig, Pile Driver or Caisson Type; & Rig, Pile Hydraulic Unit Attached

GROUP 2 - Asphalt Heater Planer; Backfiller with Drag Attachment; Backhoe; Backhoe with Shear attached; Backhoe-Rear Pivotal Swing; Batch Plant-Central Mix Concrete; Batch Plant, Portable concrete; Berm Builder-Automatic; Boat Derrick; Boat-Tug; Boring Machine Attached to Tractor; Bullclam; Bulldozer; C.M.I. Road Builder & Similar Type; Cable Placer & Layer; Carrier-Straddle; Carryall-Scraper or Scoop; Chicago Boom; Compactor with Blade Attached; Concrete Saw (Vermeer or similar type); Concrete Spreader Finisher; Combination, Bidwell Machine; Crane; Crane-Electric Overhead; Crane-Rough Terrain; Crane-Side Boom; Crane-Truck; Crane-Tower; Derrick-Boom; Derrick-Car; Digger-Wheel (Not trencher or road widener); Double Nine; Drag Line; Dredge; Drill-Kenny or Similar Type; Easy Pour Median Barrier Machine (or similar type); Electromatic; Frankie Pile; Gradall; Grader; Gurry; Self-Propelled; Heavy Equipment Robotics Operator/Mechanic; Hoist-Monorail; Hoist-Stationary & Mobile Tractor; Hoist, 2 or 3 drum; Horizontal Directional Drill Operator; Jackall; Jumbo Machine; Kocal & Kuhlman; Land-Seagoing Vehicle; Loader, Elevating; Loader, Front End; Loader, Skid Steer;

Locomotive; Mechanic/Welder; Metro Chip Harvester with Boom; Mucking Machine; Paver-Asphalt Finishing Machine; Paver-Road Concrete; Paver-Slip Form (C.M.I. or similar); Place Crete Machine with Boom; Post Driver (Carrier mounted); Power Driven Hydraulic Pump & Jack (When used in Slip Form or Lift Slab Construction); Pump Crete Machine; Regulator-Ballast; Hydraulic Power Unit not attached to Rig for Pile Drillings; Rigs-Drilling; Roto Mill or similar Full Lane (8' Wide & Over); Roto Mill or similar type (Under 8'); Shovel; Slip Form Curb Machine; Speedwing; Spikemaster; Stonecrusher; Tie Puller & Loader; Tie Tamper; Tractor-Double Boom; Tractor with Attachments; Truck-Boom; Truck-Tire; Trench Machine; Tunnel Machine (Mark 21 Java or similar); & Whirley (or similar type)

GROUP 3 - Asphalt Plant; Bending Machine (Pipeline or similar type); Boring machine, Motor Driven; Chip Harvester without Boom; Cleaning Machine, Pipeline Type; Coating Machine, Pipeline Type; Compactor; Concrete Belt Placer; Concrete Finisher; Concrete Planer or Asphalt; Concrete Spreader; Elevator; Fork Lift (Home building only); Fork Lift Walk Behind (Hoisting over 1 buck high); Form Line Machine; Grease Truck operator; Grout Pump; Gunnite Machine; Horizontal Directional Drill Locator; Single Drum Hoist with or without Tower; Huck Bolting Machine; Hydraulic Scaffold (Hoisting building materials); Paving Breaker (Self-propelled or Ridden); Pipe Dream; Pot Fireperson (Power Agitated); Refrigeration Plant; Road Widener; Roller; Sasgen Derrick; Seeding Machine; Soil Stabilizer (Pump type); Spray Cure Machine, Self-Propelled; Straw Blower Machine; Sub-Grader; Tube Finisher or Broom C.M.I. or similar type; & Tugger Hoist

GROUP 4 - Air Curtain Destructor & Similar Type; Batch Plant-Job Related; Boiler Operator; Compressor; Conveyor; Curb Builder, self-propelled; Drill Wagon; Fork lift & Lulls; Generator Set; Generator-Steam; Heater-Portable Power; Hydraulic Manipulator Crane; Jack-Hydraulic Power driven; Jack-Hydraulic (Railroad); Ladavator; Minor Machine Operator; Mixer-Concrete; Mulching Machine; Pin Puller; Power Broom; Pulverizer; Pump; Road Finishing Machine (Pull Type); Saw-Concrete-Self-Propelled (Highway Work); Signal Person; Spray Cure Machine-Motor Powered; Stump Cutter; Tractor; Trencher Form; Water Blaster; Steam Jenny; Syphon; Vibrator-Gasoline; & Welding Machine

GROUP 5 - Brakeperson; Fireperson; & Oiler

ASHTABULA (Southern part starting at the Geauga County line), COLUMBIANA (E. of a line from Damascus to Highlandtown), MAHONING (N. of Old Route #224), PORTAGE (E. of a line from Middlefield to Shalersville to Deerfield) & TRUMBULL

	Rates	Fringes
Ironworker		
Fence Erector; & Pre-cast		
Bridge Culverts.....	\$ 17.28	12.90
Layout; Sheeter.....	\$ 25.40	12.90
Ornamental; Reinforcing;		
Structural.....	\$ 24.40	12.90

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

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

Rates Fringes

Laborer

ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES		
GROUP 1.....	\$ 23.15	5.85
GROUP 2.....	\$ 23.32	5.85
GROUP 3.....	\$ 23.65	5.85
GROUP 4.....	\$ 24.10	5.85
CUYAHOGA AND GEAUGA COUNTIES ONLY: SEWAGE PLANTS, WASTE PLANTS AND WATER TREATMENT FACILITIES CONSTRUCTION.....		
	\$ 25.76	5.85
CUYAHOGA, GEAUGA & LAKE COUNTIES		
GROUP 1.....	\$ 24.38	5.85
GROUP 2.....	\$ 24.55	5.85
GROUP 3.....	\$ 24.88	5.85
GROUP 4.....	\$ 25.33	5.85
REMAINING COUNTIES OF OHIO		
GROUP 1.....	\$ 22.72	5.85
GROUP 2.....	\$ 22.89	5.85
GROUP 3.....	\$ 23.22	5.85
GROUP 4.....	\$ 23.67	5.85

LABORER CLASSIFICATIONS

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

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

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

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

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

COLUMBIANA, MAHONING & TRUMBULL

	Rates	Fringes
Painter		
GROUP 1.....	\$ 22.39	7.15
GROUP 2.....	\$ 22.59	7.15
GROUP 3.....	\$ 22.60	7.15
GROUP 4.....	\$ 22.89	7.15
GROUP 5.....	\$ 23.04	7.15
GROUP 6.....	\$ 23.29	7.15
GROUP 7.....	\$ 23.47	7.15

PAINTER CLASSIFICATIONS

GROUP 1: Brush & Roller

GROUP 2: Bridges

GROUP 3: Structural Steel

GROUP 4: Spraying, except Bar Joist

GROUP 5: Epoxy/Mastic; Spraying Bar Joist/Deck; Working Above 50 feet; Swingstages

GROUP 6: Tanks; Sandblasting

GROUP 7: Towers; Stacks

COLUMBIANA (Excluding Washington & Yellow Creek Townships & Liverpool Twp. - Secs. 35 & 36 - West of County Road #427), MAHONING & TRUMBULL

	Rates	Fringes
Plumber/Pipefitter.....	\$ 24.56	12.26

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
Truck Driver		
GROUP 1.....	\$ 20.59	8.57
GROUP 2.....	\$ 21.01	8.57

TRUCK DRIVER CLASSIFICATIONS

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

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