

Project Number: 030397

PID #: 75183

Ross

USR 50 - 19.09

Signalization

THE 2002 CONSTRUCTION AND MATERIAL SPECIFICATION BOOK IS PART OF THE
BIDDING DOCUMENTS ON THIS PROJECT

PROPOSAL

STATE OF OHIO

DEPARTMENT OF TRANSPORTATION

Gordon Proctor, Director

July 16, 2003

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 _____

Federal Tax Id Number _____

TABLE OF CONTENTS

NOTICE TO BIDDERS	3
PREPARATION OF PROPOSAL	3
PROMPT PAYMENT	6
TRUCK LEASING	7
PARTNERING AGREEMENT	8
EARLY COMPLETION PROPOSAL NOTE.....	8
AS PER PLAN DESIGNATION - PROPOSAL NOTE.....	10
DRUG-FREE WORKPLACE	11
SPECIFICATION AND SUPPLEMENTAL SPECIFICATIONS.....	11
DISPUTE RESOLUTION AND ADMINISTRATIVE CLAIM PROCESS	11
SAFETY.....	16
US ARMY CORPS OF ENGINEERS AND OHIO ENVIRONMENTAL PROTECTION AGENCY	16
MAINTENANCE OF EROSION CONTROL ITEMS IN THE CONTRACT.....	16
IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT	16
STATE EEO CERTIFICATION CLAUSE.....	17
OHIO WORKERS' COMPENSATION COVERAGE.....	17
BOILER-PLATE PROPOSAL NOTE TO BE USED ON ALL PROJECTS USING THE 2002 CONSTRUCTION & MATERIAL SPECIFICATIONS (4-18-2003).....	18
BIDDER'S CHECKLIST	32
NOTICE OF PREQUALIFICATION CHANGES	32
WORK TYPE CODES AND DESCRIPTIONS	33
PREVAILING WAGES ON STATE PROJECTS WITH NO FEDERAL-	34
CERTIFICATION AGAINST DEBARMENT AND SUSPENSION	35

NON - COLLUSION AFFIDAVIT 36

BAR CHART SCHEDULE (1/2/2002)..... 36

VALUE ENGINEERING CHANGE PROPOSAL - CONSTRUCTION COSTS 37

GUARANTEES AND WARRANTIES 38

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.

PREPARATION OF PROPOSAL (05-14-01) ELECTRONIC BIDDING REQUIREMENTS

1. No Handwritten Bids.

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 from the Department's electronic bidding software.

2. Bidders MUST Use ODOT Electronic Bidding Software (EBS).

Bidders must prepare and submit their bids electronically and must use the EBS Software furnished by the Department of Transportation. The Department will furnish the bidder with the necessary EBS Software to install on their computers through the ODOT Web Site on the Office of Contracts' Web Page.

3. Bidders MUST Submit All Bid Prices on 3½ " Diskette.

Bidders also must use EBS to prepare and print out a hard copy of their Bid Item Schedules and submit the hard copy with the electronic disk containing that same schedule. The disk shall be marked with the bidder's name and all call order numbers for the project upon which the bidder is bidding. These shall be no more than one set of Bid Item Schedules and bid prices for each disk. Therefore, each project bid must have its own disk.

4. The Department Will Provide Bidders With the Following:

The Department shall provide planholders with all of the hard copy documents as previously provided for by the Office of Contract.

Electronic Items Provided on Web Page	Hard Copy Bid Package
EBS Files	Proposal (2)
Addenda for Estimated Quantity Changes	Plans
Addenda (Actual Text That Is Mailed Out)	Bid Envelope

Electronic Items Provided on Web Page	Hard Copy Bid Package
Bid Bond	Bid Bond (2)
Supplemental Questionnaire	Supplemental Questionnaire
	Remote Bidding (Envelope and Total Sheets)
	Addenda (If Any)

5. Electronic Bids MUST comply with all Existing bidding documents.

Electronic bids must comply with all special provisions, the Standard Specifications for Highway Construction, Supplemental Specifications to the Standard Specifications for Highway Construction, and the Rules and Regulations of the Ohio Department of Transportation regarding bid preparation and bid submittal.

6. Bidders MUST submit the following:

Completed and Executed Bid Proposal	Bid Guaranty
EBS Disk (3½")	Supplemental Questionnaire
EBS Bid - Printed Hard Copy	Addenda (If Any)

***NOTE: In addition to diskette, a completed and executed bid proposal will be required.**

7. Blank Unit Prices Will NOT Be Permitted

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

8. Discrepancy Between Information on Disk and Bid Item Pages Submitted.

In the event there is a discrepancy between the information submitted on the disk and the bid item pages submitted with the proposal, the figures on the bid item pages will govern.

9. All addenda must be acknowledged in your bid in order for your bid to be considered for award of a project. Acknowledgement means that the first page of an addendum must be included in your bid. Failure to incorporate changed quantities or items in your EBS submissions will result in the rejection of your bid.

Investigation:

The Director may conduct such investigation as he deems necessary in order to assist in the evaluation of any bid.

Supplemental Questionnaire:

Blank Supplemental Questionnaires, furnished with each proposal, must be filled out and attached to each bid submitted. Failure to complete and furnish the Supplemental Questionnaire will result in the rejection of your bid.

Bid Guaranty - (Payable to The "Director of Transportation"):

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 his bid, but in no event more than fifty thousand dollars, or a bid bond for ten percent (10%) of his bid payable to the "Director of Transportation."

In the event a bidder chooses to use a bid bond, it must be submitted on the Department's "Bid Bond" form, copies of which are enclosed herewith.

Bid Bond Form:

The **ONLY ACCEPTABLE** bid bond form to be used on this project is the form that is included in the proposal package. Any other form submitted with the bid, including, but not limited to a form from another state agency or surety company will render your bid non-responsive and ineligible for award and **WILL** result in your bid being rejected.

Contract Performance Bond and Payment Bond:

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. (Section 5525.16 O.R.C.)

Addenda:

Bidders will receive project addenda timely either by express mail or facsimile. In the case where the addendum is faxed, the Office of Contracts will require a verification from each bidder receiving a project addendum or the addendum must be acknowledged in the bid proposal. In the case of verification, the bidder must provide their company name and (legible) signature of the person who received the fax. The bidder must fax the verification to the Office of Contracts. **Failure to acknowledge an addendum received by fax or with the bid will result in the rejection of the bid.** If further information is required, please contact a Customer Service Representative in the Office of Contracts at (614)466-3778 or (800)459-3778. Failure to incorporate changed quantities or items in your EBS submissions will result in the rejection of your bid.

Time for Submission of Bids:

Sealed bids for the Ohio Department of Transportation Highway Improvement Projects will be received at the following four (4) locations until **10:00 a.m.** Ohio Standard Time on the day of the letting:

Office of Contracts	1980 West Broad Street, Columbus, Ohio 43223	First Floor
District 2 Office	317 East Poe Road, Bowling Green, Ohio 43402	
District 8 Office	505 South State Route 741, Lebanon, Ohio 45036	Room 117
District 12 Office	5500 Transportation Blvd., Garfield Heights, Ohio 44125	

Bids must be deposited in the Bid Box of one of the above four (4) locations by 10:00 a.m. on the scheduled day of letting as listed on the Bidding Proposal. Bidders must allow sufficient time for mailing their bids to ensure delivery to one of the four (4) bidding locations prior to the opening time and date. The Department will not be responsible for a late bid due to the failure of the bidder to allow sufficient time for delivery of the bid.

All bids will be time/date stamped upon receipt by one of the four (4) bidding locations and such shall be the official time/date of receipt. Postmarks, or other times/dates appearing on the bid will not be considered as the official time/date of receipt. Delivery to any other location within the Department,

including the Mail Room or to departmental personnel other than a Customer Service Representative who has authority to receive bids, does not constitute bid being received by the Department.

Bids submitted with insufficient postage will not be accepted. Bids will be received during regular business hours, 7:30 a.m. - 4:30 p.m., Monday through Friday, excluding recognized holidays. **Bids with stamped or copied signatures will be considered non-responsive.** Telegraphic, facsimiles, or any other mode of transmission other than stated above shall not be considered as a valid submission to the Department. Bidders using "express mail" or similar types of service must verify with the service as to which address is required to ensure proper delivery of the response to the Department and **time of delivery.** The Department will not be held liable for non-delivery and/or late delivery of any bid response due to a bidder listing an incorrect address.

Any bid received after 10:00 a.m. on the scheduled day of opening will be marked as late, remain sealed and will receive no further consideration for award. Late bids will be returned to the bidder. Bidders must allow sufficient time for mailing their bids to ensure delivery to the Department prior to the opening time and date. 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.

Bidders submitting bids in one of the District locations must also submit a sealed white envelope which sets out the project number and firm name on the outside and which contains a completed "Bid Total Sheet" inside. The completed envelope and bid total sheet must be submitted with each bid. This information will be forwarded to and read in the Auditorium, 1980 W. Broad Street, Columbus, Ohio with the bids received in Columbus. The sealed bids received in the District locations will be sent to Columbus and publicly opened in the Office of Contracts, ODOT Central Office Headquarters on the same afternoon of the letting date. **FAILURE TO ATTACH THE WHITE ENVELOPE TO THE SEALED BID SHALL RENDER THE BID NON-RESPONSIVE AND INELIGIBLE FOR AWARD.** The Department shall return that bid to the contractor unopened.

PROMPT PAYMENT

In accordance with Section 4113.61 of the Ohio Revised Code, the prime contractor shall make payment to each subcontractor and materialman within ten (10) calendar days after receipt of payment from the Ohio Department of Transportation for work performed or materials delivered or incorporated into the public improvement, provided that the pay estimate prepared by the engineer includes work performed or materials delivered or incorporated into the public improvement by the subcontractor or materialman.

The prime contractor shall also require that this contractual obligation be placed in all subcontractor and materialman contracts that it enters into and further require that all subcontractors and materialmen place the same payment obligations in each of their lower tier contracts. If the prime contractor, subcontractors or materialmen subject to this provision fail to comply with the ten (10) day payment requirement, the offending party shall pay, in addition to the payment due, interest in the amount of eighteen percent (18%) per annum of the payment due, beginning on the eleventh (11th) day following the receipt of payment from the Department and ending on the date of full payment of the payment due plus interest.

Repeated failures to pay subcontractors and materialmen timely as defined by this statute shall result in a finding that the prime is in breach of contract and subject to all legal consequences that such a finding entails. Further, repeated failures to pay timely as defined by the statute shall result in a lower evaluation score for the prime contractor and those subcontractors who are subject to evaluation.

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.

PARTNERING AGREEMENT

It is the intent of the Department to partner every project. Therefore, enter into a cooperative partnership agreement with the Department on each Project. The objective of this agreement is the timely completion of the Work and a quality product that will be a source of pride to both the Department and the Contractor. This Partnering Agreement will not affect the terms and conditions of the Contract. It is a document that is solely intended to establish an environment of cooperation between the parties. The cost of the partnering workshop(s) will be agreed to and shared equally between the Department and the Contractor. The Contractor will pay all costs directly and the Department will authorize its share to the Contractor by Change Order. The Contractor is not entitled to any mark ups on these costs.

EARLY COMPLETION PROPOSAL NOTE

In the event that the Contractor submits a progress schedule that anticipates completion of all work prior to the completion date established by the bidding documents, upon request of the Department the Contractor shall submit a copy of all its bidding documents in accordance with the requirements set out below. Should the Contractor fail to submit bidding documents for escrow, the Contractor has waived consideration by the Department of any claim related to a delay or portion of any delay which causes the Contractor's scheduled completion date to be extended for any period of time up to and including the completion date specified in the bidding documents. In such circumstances, should a delay cause the performance of the work to extend beyond the completion date specified in the bidding documents, the Department shall on any claim for delay consider only that portion of time by which actual completion of the work was extended beyond the completion date specified in the bidding documents.

Escrow of Bid Documents

1. Scope and Purpose. The purpose of this subsection 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.

Escrow Documents are required under the following circumstances:

- a. The accepted progress schedule shows an early completion of the Work more than 10 Calendar Days before the Completion Date and the Contractor has reserved the right to claim compensation for a delay in meeting the early completion. The Contractor may elect not to comply with the escrow requirement for an early completion; however, this will waive the Contractor's rights to claim costs for a delay in meeting the projected early completion.
- b. When required by the Contract Documents.

2. Submittal. Submit to the Administrator of the Office of Contracts, the required Escrow Documents 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."

Failure to timely provide the required Escrow Documentation will be sufficient cause to default the Contractor according to 108.08. The Contractor and subcontractors are not permitted to perform Work until the required Escrow Documents are submitted. The Department will not grant a time extension for the period of time it takes the Contractor and subcontractors to submit the required Escrow Documents.

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 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.

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.

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.

SPECIFICATION AND SUPPLEMENTAL SPECIFICATIONS, POLICIES AND SPECIAL PROVISIONS INCORPORATED BY REFERENCE AS IF REWRITTEN HEREIN - 10/21/98:

The State of Ohio Department of Transportation Construction and Material Specifications dated January 1, 2002, will govern this improvement with the following:

Supplemental Specification No. 832	2/12/03
Supplemental Specification No. 833	2/12/03
Supplemental Specification No. 872	1/17/03

Special Provisions:
Policy 512-004 (P)
Policy 512-001 (P)
Policy 512-005 (P)
(Copies are available upon request.)

DISPUTE RESOLUTION AND ADMINISTRATIVE CLAIM PROCESS (7-20-01)

This specification is the Departments dispute resolution process based on the partnering approach to project administration and the Departments administrative claim process. The Contractor must follow this process in order to resolve disputes on the project and to seek additional compensation or contract time from the Department in the form of an administrative claim.

The Contractor must exhaust this process prior to filing an action in the Ohio Court of Claims. These procedures do not compromise the Contractors right to seek relief in the Ohio Court of Claims.

All parties in the dispute must follow the specified steps. Personnel involved in second or third tier reviews will not consider a dispute until it has been properly reviewed by the previous tier. The Contractor's personnel shall not contact Department personnel involved in a second or third tier review until the dispute has been thoroughly reviewed by the previous tier.

Disputes will include disagreements, matters in question, and differences of opinion between ODOTs personnel and the Contractor. Claims are disputes that are not settled in the dispute resolution process and the Contractor has documented costs or time incurred as a result of such disputes.

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

Disputes and claims subject to review by the Department include:

1. Interpretation of specifications, standard drawings, plans, the 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 under 104.02(c).
 - b. Significant changes in scope of work under 104.02(d).
 - c. Utility interference with the work under 105.07 and 4A notes.
 - d. Extra work ordered under 104.02(f) and the policy on Change Orders.
 - e. Acts or inaction of the Department or other government agencies under 109.05.
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 the policy on *Postponement of Contract Completion Dates and Waiver of Liquidated Damages*.
6. Other subjects mutually agreed upon by the Department and Contractor to be under the scope of the dispute resolution and claims process.

DISPUTE RESOLUTION

Early Notice. The Contractor, or subcontractor through the Contractor, shall give to the project engineer or supervisor (PE/PS), written notice of any circumstance or dispute on the project that may result in a claim. This early notice must be given by the end of the second working day following the occurrence of the circumstances or dispute. The PE/PS and Contractor or subcontractor shall maintain records of labor, equipment, and materials used on the disputed work or made necessary by the circumstance. Such records shall start when early notice is received by the PE/PS or when the project personnel are aware of the circumstance or dispute.

Continuation of Work. The Contractor or subcontractor shall continue with all project work, including that which is in dispute. The Department will continue payments for contract work.

STEP 1 of Dispute Resolution (Project Level). The PE/PS will meet with the Contractor's superintendent within two (2) working-days of receipt of any early notice. They shall review all pertinent information and contract provisions and negotiate an equitable settlement according to the Contract Documents. If settlement is not achieved, they must escalate the dispute to Step 2.

STEP 2 of Dispute Resolution (Administrative Level). If the dispute is escalated to Step 2, the District Construction Engineer or designee (other than the project personnel involved) shall meet with personnel from the Contractor's headquarters, and consider the dispute. This Step 2 meeting shall occur within ten (10) working days of the completion of Step 1. The DCE and Contractor's personnel shall review the information on the dispute presented by the personnel involved in Step 1 and negotiate an equitable

settlement according to the Contract Documents. If settlement is not achieved, they must escalate the dispute to Step 3.

STEP 3 of Dispute Resolution (Deputy Director Level). A Deputy Directors' Board (DDB) will review disputes that are escalated to Step 3. The DDB will consist of the District Deputy Director of the District involved in the dispute, the Deputy Director of the Division of Construction Management, and the Deputy Director of the Division of Contract Administration.

To prepare for a DDB review, the DCE will assign a dispute number, create a file on the dispute, and assign a person to review and manage the dispute. This manager will advise the Office of Construction Administration on the status of the dispute. The dispute number will consist of the District number, followed by a hyphen and then the project number, followed by a hyphen and the number of disputes on the project this dispute represents.

Dispute Documentation. The Contractor shall submit documentation of the dispute to the Office of Construction Administration (4 copies) and DCE within twenty (20) working days of the completion of Step 2. Failure to meet this time frame or to request an extension necessary for the proper preparation of the documentation may terminate further review of the dispute and may act as a waiver of the Contractor's right to file a claim.

The dispute document shall be an original document that clearly and in detail gives the following information for each item of additional compensation and time extension requested:

- a) A narrative of the disputed work or project circumstances at issue with sufficient description and information to enable understanding by a third person who is not familiar with the project. This section must include the dates of the disputed work and the date of early notice.
- b) 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.
- c) The dollar amount of additional compensation and length of contract time extension being requested.
- d) The cost and schedule analysis and supporting documents that were the basis for the requested compensation and time extensions stated in c).
- e) Copies of relevant correspondence and other pertinent documents.

The dispute document shall be identified by County, project number, Contractor name, subcontractor, or supplier, if involved in the dispute, and dispute number.

The Office of Construction Administration will schedule a hearing on the dispute within fifteen (15) working days of receiving acceptable dispute documentation or as otherwise agreed to by the DDB and the Contractor. The Contractor's position on the dispute will be presented by executive officers of the Contractor (maximum three). The DCE will present the reasons the dispute was not resolved. The DDB will issue a written decision on the dispute, within fifteen (15) working days of the hearing.

ADMINISTRATIVE CLAIM PROCESS

Notice of Claim. The claim process is started by the Contractor, who must provide written *Notice of Intent to File a Claim* to the Secretary of the Director's Claim Board within thirty (30) calendar days of the completion of Step 3. This notice shall state the Contractor's request for a Director's Claim Board hearing on the claim or for an acceptable alternative dispute resolution technique.

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

Claim Certification Requirements. When submitting any claim, the Contractor must certify the claim, under oath, in writing. 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.

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 adjustment for which (the Contractor) believes the Department is liable.

(The Contractor)

By: _____
(Name and Title)
Date of Execution: _____

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 section 5703.47 of the Ohio Revised Code for the calendar year that includes the month for which the interest charge accrues.

Claims Under \$100,000. The Step 3 DDB decision on disputes of less than \$100,000 is administratively final. However, a Contractor may request an Alternative Dispute Resolution (ADR) technique inclusive of binding arbitration as defined by ORC. Section 5525.23, in lieu of filing suit in the Ohio Court of Claims.

Claims Over \$100,000. The Step 3 DDB decision on claims of more than \$100,000 may be appealed to the Director's Claim Board (Board) or the Contractor may request an ADR technique inclusive of binding arbitration as defined by ORC. Section 5525.23.

Board Hearing. If a Board hearing is requested, the Secretary will schedule a hearing after acceptable documentation of the Contractor's claim and the District's position is received by the Board, exchanged with both parties, and sufficient time for review and requests for more documentation has elapsed. Six (6) copies of all documents are required by the Board. The Contractor's claim document shall be the same format as specified in Dispute Documentation.

The Board may order consolidation of all disputes into one claim in order to have a single hearing of all project issues. The Board may schedule its 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, 2 and 3 of the Dispute Resolution Process and these issues are before the Board.

The Contractor and District will be allowed thirty (30) minutes to present their respective positions before the Board. The Board may grant more time for these presentations for complex claims, if requested prior to the hearing.

The Board will hear the entire claim. The Board is not bound by any offers of settlement or findings of entitlement made during Steps 1, 2, and 3 of the Dispute Resolution Process. The Board may, on its own initiative, request information of the Contractor in addition to that submitted for the hearing. If the Contractor fails to reasonably comply with such request, the Board may render its decision without such information.

The Board will consist of three (3) voting members. They are the Assistant Director for Highway Management who will be the chairperson, the Assistant Director for Planning and Production, and a District Construction Engineer from a District not involved with the claim. The Board may have technical and legal advisors at the hearing for assistance in reviewing and deciding the claim.

The Board will issue a written decision within thirty (30) calendar days of the hearing or receiving information requested after the hearing. The decision of the Board is the final step of the Department claim process and may not be appealed any further within the Department.

ALTERNATIVE DISPUTE RESOLUTION (ADR)

The Contractor may request ADR on claims under \$100,000 that have proceeded through the Deputy Director Level and may request ADR in lieu of a Director's Claim Board hearing on claims of \$100,000 or greater. The Department may agree to arbitration or mediation in the manner in which those methods are practiced by the Department and allowed by law.

The Contractor may request ADR by letter to the Secretary of the Director's Claim Board within thirty (30) calendar days of receipt of a Step 3 DDB decision. The Secretary will coordinate the following: the agreement of the parties to the ADR method; the selection of a neutral third party or technical expert; and the sharing of fees of the neutral third party or technical expert equally. The Secretary will obtain a written agreement, signed by both parties, that establishes the ADR. The neutral third party or technical expert will have complete control of the claim upon execution of the ADR agreement.

SAFETY

Section 107.01 of the Construction and Materials Specifications requires among other things, compliance with Chapter 4121:1-3 of the Ohio Administrative Code entitled "Specific Safety Requirements of The Industrial Commission of Ohio relating to Construction," effective November 1, 1979, and with the "Federal Occupational Safety and Health Act of 1970 and Code of Federal Regulations, Title 29, Chapter XVII, Part 1926."

US ARMY CORPS OF ENGINEERS AND OHIO ENVIRONMENTAL PROTECTION AGENCY PERMITS

The above referenced permits are incorporated and made a part of this contract as special provisions incorporated herein. Therefore, in the event that the Contractor or its agents refuse or fail to adhere to the requirements of the 404 Permit, and/or the NPDES Stormwater Permit and as a result an assessment or fine is made or levied against the Ohio Department of Transportation, the Contractor shall reimburse the Department within thirty (30) calendar days of the notice of assessment or fine or the Department may withhold the amount of the fine from the Contractor's next pay estimate. All money collected or withheld from the Contractor shall be delivered to the permitting agencies issuing the assessment or fine.

These fines are not to be construed as a penalty but are liquidated damages to recover costs assessed against the Department due to the Contractor's refusal or failure to comply with the permits.

The Contractor shall make all necessary or required adjustments to the Storm Water Pollution Plan or plan quantities to adhere to the above permits and shall be paid in accordance with the contract. The Engineer will make the weekly and rainfall inspections of the work as required by the NPDES. (Copies available in the Office of Contracts)

MAINTENANCE OF EROSION CONTROL ITEMS IN THE CONTRACT

When the Contractor properly places the erosion control items in the contract in accordance with the contract documents or as directed by the Engineer, then the Department will pay for the cost to maintain these items of work by the unit bid prices or by 109.05.

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.

STATE EEO CERTIFICATION CLAUSE

The hiring of employees for the performance of work under this contract shall be done in accordance with Sections 153.59 and .591, of the Ohio Revised Code, the Governor's Executive Order of January 27, 1972, including Appendices "A" and "B" and the Governor's amended Executive Order 84-9 of November 30, 1984. The successful contractor shall not discriminate against or intimidate any person hired for the performance of the work by reason of race, color, religion, national origin, ancestry, sex or handicap. For any violation the contractor shall suffer such penalties as provided for in Section 153.60, of the Ohio Revised Code, and the Governor's Executive Order of January 27, 1972. The bidder also agrees that upon the award of this contract he shall incorporate this certification in all subcontracts on this project regardless of tier.

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

Between January 1, 2003 and July 1, 2003, Contractors may submit bids without being previously enrolled in the DFWP Discount Program or a similar program approved by the Bureau of Workers' Compensation. However, Contractors must enroll in a program certified by the Ohio Bureau of Workers' Compensation within ten days of the bid opening to be awarded the project or its bid will be deemed non-responsive.

Effective July 1, 2003, 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 when its bid is submitted. 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.

BOILER-PLATE PROPOSAL NOTE TO BE USED ON ALL PROJECTS USING THE 2002 CONSTRUCTION & MATERIAL SPECIFICATIONS (4-18-2003)

CELLULAR TELEPHONES (12-14-00)

The Contractor shall **NOT** provide cellular telephones to ODOT personnel for either business or personal use. This prohibition includes the use of cellular telephones that the Contractor or its subcontractors may own or lease either currently as an overhead item or have obtained as a result of being awarded this project. ODOT personnel shall utilize only state owned, public or cellular private communication devices in order to conduct state business.

FLOODPLAIN CLEARANCE FOR WASTE LOCATIONS

The following is in addition to 105.16.

Ensure that any proposed waste location is not within the FEMA mapped 100-year floodplain.

If the proposed waste location is within the FEMA mapped 100-year floodplain, submit written approval from the local floodplain coordinator for the site. The floodplain coordinator contacts for each county are available through the Ohio Department of Natural Resources, Division of Water, (614) 265-6750.

For waste sites shown on the plan, the plan will indicate if the clearances have or have not been obtained for the project right-of-way locations. No extension of time or additional compensation will be paid for any delays due to not having the written permit(s) to waste in a floodplain.

ITEM 614 MAINTAINING TRAFFIC: CONFORMANCE OF WORK ZONE DEVICES TO NCHRP 350 (4-18-03)

Erect signs used on item 614 Maintaining Traffic on supports conforming to standard drawings MT-105.10, MT-105.11 at spacings conforming to TC-52.10, TC-52.20, and details conforming to TC-41.20.

The following devices must meet NCHRP 350 and acceptable written manufacturer certification submitted to the Engineer before the devices are installed on the project. Only ballasting specified by the manufacturer is allowed.

- Drums, with or without lights.
- Cones, with or without lights.
- Vertical panels, with or without lights, and the panel support.
- Portable sign supports.
- Workzone impact attenuators.
- Portable concrete barrier.
- Barricades

This certification submission requirement is waived if the device is specified in the plans or other bid documents by manufacturer and product number, or if the device appears on the FHWA web page, http://safety.fhwa.dot.gov/fourthlevel/pro_res_road_nchrp350.htm, listing Roadway Hardware meeting NCHRP 350.

Portable concrete barrier, 32-inches high, and manufactured according to standard construction drawing RM-4.2 or J-J Hook Barrier as identified in RM-4.2 is NCHRP 350 approved. Use of RM-4.2 barrier is allowed without certification if the project verifies that the sections are marked according to RM-4.2.

Contractors are allowed to use the following devices in their inventory, that are not certified to meet NCHRP 350, for their useful life or until January 1, 2005, if they were purchased before October 1, 2000. Contractor certification of purchase or fabrication dates will be acceptable in lieu purchase invoices.

- Portable sign supports.
- Barricades (including barricades made by the Contractor before October 1, 2000).
- Vertical panels with lights and supports.
- Drums with lights.

Contractors are allowed to use GREAT CZ impact attenuators, manufactured by Energy Absorption Systems Inc., in their inventory for their useful life until January 1, 2007, if they were purchased before October 1, 1998.

Contractors are allowed to use portable concrete barrier in their inventory for its useful life or until January 1, 2008, provided it was manufactured according to construction standard drawings MC-9.1 or MC-9.2 (or subsequently RM-4.1 or RM-4.2) and purchased before October 1, 2002.

ITEM 451

451.09 Finishing Follow all requirements of 451.09 except use transversely textured grooves only .05" and .08" (1.3 to 2.0 mm) in depth. Demonstrate methods to the Engineer for controlling and checking the depth of the groove meets the required depth.

Item 509 Repairing Epoxy Coated Reinforcing Steel

The last sentence in the first paragraph of section 509.09 shall be replaced as follows:

Repair physical damage to the epoxy coating as follows:

Repair with a patching material all damaged coating areas greater than 1/4-inch (6 mm) square or 1/4-inch (6 mm) diameter; approximately 1/8-inch (3 mm) square or 1/8-inch (3 mm) diameter if the opening is within 1/4-inch (6 mm) of an equal or larger opening; or, a length of 6 inches (150 mm) regardless of area. Coating damage in cases where the damaged area is less than specified above, need not be repaired. Use patching material of the same composition and quality as the original coating. Prepare the surface to a near white metal.

ITEM 514 QUALITY CONTROL SPECIALIST FOR BRIDGE PAINTING

In addition to the requirements as set forth in 514.03, provide documentation that the quality control specialist is NACE certified or has received formal training or retraining. Formal training or retraining shall be provided by one of the following: KTA Tator or a trainer who is a NACE (National Association of Corrosion Engineers) certified coating Inspector or a SSPC (The Society for Protective Coatings, SSPC) protective coating specialist. Provide documentation that the trainer is employed by KTA Tator or is a NACE certified coating Inspector or a SSPC protective coating specialist.

Documentation shall consist of a copy of a NACE or SSPC certificate and a letter or certificate signed and dated by the trainer.

Retrain the quality control specialist every five years.

515.15 Concrete

In addition to 515.15 requirements, provide a concrete mix design which will achieve 2000 coulombs or less @ 90 days when tested per AASHTO T277. Use samples for the test that were mixed without corrosion inhibitors and that were cured with the same methods that will be used to produce the prestressed concrete bridge members. Do not apply additional cure to samples that have reached the required design strength. Submit the test results when submitting the concrete mix design to the Office of Materials Management.

Galvanized reinforcing steel option for bridge structure spirals

When providing reinforcing steel for spiral cages, galvanized steel conforming to ASTM A767, Class 1, may be provided only for the spiral reinforcing steel in lieu of epoxy coated reinforcing steel. The galvanized coated reinforcing steel will meet all other requirements of 509. Where a sample splice is needed, use the lap length requirements for epoxy coated. The Galvanized coating will be applied after the reinforcing has been fabricated. If the galvanized surface becomes damaged during handling in the field, repairs will conform to ASTM A780.

Use bar supports and tie wires which are plastic coated or epoxy coated.

Only suppliers certified under S1068 may provide this reinforcing.

Shop Drawing Approval for Structures Carrying Railroad Traffic

In addition to the requirements of Item 501.04A, submit four copies of the prepared shop drawings at least 40 days prior to the pre-fabrication meeting to each railroad company involved for review and approval. Resolve all railroad comments prior to supplying the letter of written acceptance to the Department. The acceptance submission to the Department shall include one set of shop drawings approved by each railroad company involved; copies of all documentation between the railroad(s) and the Contractor; and four sets of Contractor accepted shop drawings for each railroad company involved.

TREATING CONCRETE BRIDGE DECKS WITH HMWM RESIN [8-14-02]

On this project, when treating concrete bridge decks with HMWM Resin, as specified in section 511.22, the following requirements apply:

- A. Replace the reference to SS 954 with 705.15.

B. Broadcast sand over the entire treated area of the bridge deck by mechanical means to effect a uniform coverage of 0.80 to 1.2 lb/yd² (0.43 kg/m² to 0.65 kg/m²). The sand shall conform to the following grading limits:

Sieve Size%	Passing Max.
No. 4 (4.75mm)	100
No. 8 (2.36mm)	90-100
No. 20 (850um)	5-15
No. 50 (300um)	0-5

The use of commercially available blast sands applied by a common lawn broadcast type seeder/spreader is acceptable. Place sand 10 to 15 minutes after spreading the resin and before any jelling of the resin occurs.

ITEM 740 PAVEMENT MARKING MATERIAL

Contractors are allowed to use the following pavement marking materials listed on the Departmental Prequalified list either evaluated by the Department and/or selected from the National Transportation Product Evaluation Program (NTPEP) test deck. Pavement marking materials selected from the NTPEP test deck meet the Field Performance requirements as described in Supplement 1047.

ITEM 614 PORTABLE CHANGEABLE MESSAGE SIGN

In lieu of the requirement in 614.03 requiring the use of portable changeable message signs prequalified according to Supplement 1061 (i.e., evaluated by NTPEP), the use of portable changeable message signs prequalified via ODOT evaluation is also acceptable until December 31, 2006. (Essentially, two prequalified lists, ODOT-based and NTPEP-based, will exist until that date.) After December 31, 2006 only those portable changeable message signs prequalified according to Supplement 1061 will be allowed for use on ODOT contract projects.

CHAIN LINK FENCE POSTS

Reference is made to Roadway Engineering Services Standard Drawings Chain Link Fence F-1.1, Dated 7-28-00, and Walk Gates F-3.2, Dated 7-28-00. A 8' 8" line post length may be substituted in lieu of the line post length shown on these two standard drawings. This shall be accomplished by reducing the 4'-0" depth as necessary to accommodate the shorter posts, all other dimensions shown in the standard drawings shall remain unchanged.

Supplement 1019 (11-01-01) required for corrugated metal pipe components.

Corrugated Metal Pipe and its components sold under item 603 will be furnished by producers who are certified under supplement 1019, CERTIFICATION PROCEDURE FOR CORRUGATED METAL PIPE Supplement 1019 is required for the following construction and material specifications:

- 707.01 Metallic Coated Corrugated Steel Conduits and Underdrains
- 707.02 Metallic Coated Corrugated Steel Conduits
- 707.03 Structural Plate Corrugated Steel Structures
- 707.04 Pre-coated, Galvanized Steel Culverts
- 707.05 Bituminous Coated Corrugated Steel Pipe and Pipe Arches with Paved Invert
- 707.07 Bituminous Coated Corrugated Steel Pipe and Pipe Arches with Paved Invert
- 707.11 Mortar Lined Corrugated Steel Pipe
- 707.12 Corrugated Steel Spiral Rib Conduits

- 707.13 Bituminous Lined Corrugated Steel Pipe
- 707.14 Bituminous Lined Corrugated Steel Pipe
- 707.15 Corrugated Steel Box Culverts
- 707.21 Corrugated Aluminum Alloy Conduits and Underdrains
- 707.22 Corrugated Aluminum Alloy Conduits
- 707.23 Aluminum Alloy Structural Plate Conduits
- 707.24 Corrugated Aluminum Spiral Rib Conduits
- 707.25 Corrugated Aluminum Box Culverts

SUPPLEMENT 1022 (7-19-02) REQUIRED FOR AGRICULTURAL SEED.

The Department will accept agricultural seed in 659.07, 659.08 and 659.09 under Supplement 1022.

Supplement 1068 (11-01-2001) required for reinforcing steel and mechanical splices, welded wire mesh, and dowel bars.

Reinforcing steel and mechanical splices, weld wire mesh, and dowel bars supplied for use under this contract will be furnished by producers who are certified under supplement 1068, REINFORCING STEEL AND WELDED WIRE MESH CERTIFICATION PROGRAM. Supplement 1068 is required for the following construction and materials specifications:

- 509.08 Mechanical Reinforcing Steel Connectors
- 709.00 Epoxy Coated Reinforcing Steel
- 709.01 Deformed and Plain Billet Steel Bars for Concrete Reinforcement
- 709.03 Rail Steel Deformed and Plain Bars for Concrete Reinforcement
- 709.05 Axle Steel Deformed and Plain Bars for Concrete Reinforcement
- 709.08 Cold-Drawn Steel Wire for Concrete Reinforcement
- 709.09 Fabricated Steel Bar or Rod Mats for Concrete Reinforcement
- 709.10 Welded Steel wire Fabric For Concrete Reinforcement
- 709.11 Deformed Steel wire for Concrete Reinforcement
- 709.12 Welded Deformed Steel Wire Fabric for Concrete Reinforcement
- 709.13 Coated Dowel Bars
- 709.14 Epoxy coated Steel wire and Welded Wire Fabric for Reinforcement

Supplement 1067 (11-01-01) required for fence components.

Fence components sold under item 607 will be furnished by producers who are certified under supplement 1067, 607 FENCE CERTIFICATION PROGRAM. Supplement 1067 is required for the following construction and material specifications:

- 710.01 Barbed Wire
- 710.02 Woven Steel Wire Fence Type 47
- 710.03 Chain-Link Fence
- 710.11 Fence Posts and Braces
- 710.14 Pressure Treated Guardrail and Fence Posts, Braces and Blocks

Supplement 1042 (11-01-01) required for guardrail components.

Guardrail components sold under item 606 will be furnished by producers who are certified under supplement 1042, 606 FENCE CERTIFICATION PROGRAM. Supplement 1042 is required for the following construction and material specifications:

710.06 Deep Beam Rail
710.12 Square, Sawed, and round Guardrail Posts
710.14 Pressure Treated Guardrail and Fence Posts, Braces and Blocks
710.15 Steel Guardrail Posts
710.16 Guard Posts

Supplement 1072 (11-01-01) required for pressure treated wood products.

Pressure Treated Wood Products supplied for use under this contract will be furnished by producers who are certified under supplement 1072, CERTIFICATION PROCEDURE FOR PRESSURE TREATED LUMBER. Supplement 1072 is required for the following construction and materials specifications:

710.12 Square Sawed, and Round Guardrail Posts
710.14 Pressure Treated Guardrail and Fence Posts, Braces and Blocks
711.26 Structural Timber, Lumber and Piling
713.19 Power Service Components

Supplement 1069 (2-08-2002). Pre-qualified Aggregate Supplier Program

Only pre-qualified suppliers will provide aggregate materials to the Ohio Department of Transportation conforming with the requirements of the Construction and Materials Specifications. This supplement applies to all aggregates provided the Department either directly, or indirectly through a contractor or subcontractor. The program applies to all aggregate materials provided in conformance to or referenced to the 703 section of CMS.

This program is currently considered voluntary but will become mandatory for aggregate materials provided the Department after March 1, 2003.

Supplement 1074 (2-12-2003) required for concrete pipe materials.

Precast concrete pipe materials will be furnished by producers who are certified under supplement 1074, Concrete Pipe Certification Program. Supplement 1074 will apply to the following construction and materials specifications:

603 Pipe Culverts, Sewers, and Drains and the following construction materials

706.01 Non-reinforced concrete pipe
706.02 Reinforced concrete circular pipe
706.03 Reinforced concrete pipe, epoxy coated
706.04 Reinforced concrete elliptical culvert, storm drain, and sewer pipe
706.06 Perforated concrete pipe
706.07 Concrete drain tile

SUPPLEMENT 1084 (10/18/02) REQUIRED FOR BRIDGE PAINT.

The Department will accept bridge paint in 708.01 and 708.02 under Supplement 1084.

CORRECTIONS TO THE 2002 CONSTRUCTION & MATERIAL SPECIFICATIONS

202.04

On Page 91, **Add** the following after the second paragraph, third sentence: "Dispose of all asbestos pipe at a solid waste facility that is licensed by the Local Health Department and permitted by the OEPA."

410.06

On Page 246, **Revise** lb/ft³ to lb/yd³ in the Table column headings.

411.04

On Page 248, **Revise** lb/ft³ to lb/yd³ in the Table column headings.

499.03-1 Table

On Page 315, in the table **Delete** reference to 612.

499.03C

On page 315, **Replace** the first paragraph of 499.03C with:
Concrete Classes. Using the Concrete Tables, the Engineer will determine the weights of fine and coarse aggregate. The Concrete Table aggregate weights were calculated using the following Saturated Surface Dry (SSD) specific gravities: natural sand and gravel 2.62, limestone sand 2.68, limestone 2.65, and slag 2.30. The assumed specific gravities of Portland cement, fly ash, ground granulated blast furnace slag and micro-silica are 3.15, 2.30, 2.90 and 2.20, respectively. For aggregates with specific gravities differing more than ± 0.02 from these, the Engineer will adjust the table design weights as specified in 499.03.D.3.

499.04.C

On Page 323, **Replace** reference to (GGFBS) with (GGBFS)

503.10.C

On Page 342, **Revise** references 503.01.C.1 to 503.10.C.1 and revise 503.01.C.2.a to 503.10.C.2.a.

503.09

On Page 340, in the first paragraph, **Revise** the reference to 203.03.R to 203.02.R.

520.11

On page 468, replace Inspection and Testing with the following: After curing and before final acceptance, sound all patched areas. Remove and replace all unsound or cracked areas. In addition to sounding all patches, the Department will base acceptance of the pneumatically placed mortar on 4-inch (100 mm) diameter cores taken from patched areas and tested for compressive strength. The Engineer will determine the location of the cores, with one core being taken for each 200 square feet (20 m²) of pneumatically placed mortar. Drill the cores completely through the patched area and into the underlying sound concrete at least 1/2 inches. Ensure that the depth of the cores is at least 4 inches. The Engineer will visually inspect the cores at the site for hollow areas, sand pockets, voids around reinforcing steel. Test the cores at an independent laboratory for compressive strength. The required minimum average compressive strength is 3000 pounds per square inch (21 MPa) at 7 days, with no single core test less than 2600 pounds per square inch (18 Mpa).

The Engineer will waive coring on small quantities or overhead patches if it is determined by sounding and visual inspection that the patches are sound.

Remove, replace, re-inspect, and re-test all defective patches, as determined by sounding, visible cracks, or unacceptable cores.

Fill core holes with concrete as per 519.

524.10

On Page 480, in the first paragraph, **Revise** the reference 750.12 to 705.12.

601.11

On Page 491, **Add** the following after the first paragraph:

"Tied Concrete Block Mats may be used instead of Rock Channel Protection, Dumped Rock, or RipRap with the approval of the Office of Structural Engineering."

601.12

On Page 491, **Add** the following to the first sentence after the word Riprap: "Interlock Concrete Blocks,"

601.13

On Page 492, **Revise** the Tied Concrete Block Mat description to read:

"Tied Concrete Block Mat, Type ____"

601.13

On Page 492, **Add** pay item: "601 Square Yard (Square Meter) Interlock Concrete Blocks"

603.02

On Page 499, **Add** the following under Type F conduits:

"Corrugated Polyethylene Drainage Tubing sizes 4, 6, 8 inch (100, 150, 200 mm). 707.31"

602.03.C second group

On Page 494, **Revise** the section that begins "Ensure that non-approved..." to read:

"Submit non-approved designs with the manufacturer's structural design criteria, analysis method and structural details for approval. Re-submit designs for approval when manufacturers change their designs."

603.03

On Page 502, **Add** the following paragraph at the end of section 603.03.A:

"If plastic pipe is used and the ID is 8 inch (200 mm) or less furnish a minimum trench width of the OD"

603.08

On Page 508, **Add** the following paragraph C at the end of section for Backfill Types A and B conduits except for long span structures: "C. For plastic pipe with an ID 8 inch (200 mm) or less, place and compact structural backfill above the bedding for the full depth of the trench."

603.08

On Page 509, **Add** the following paragraph C at the end of section for Backfill Type C conduits: "C. For plastic pipe with an ID 8 inch (200 mm) or less, place and compact structural backfill above the bedding for the full depth of the trench."

Add the following paragraph at the end of the section:

"Type F conduits for underdrain outlets backfill per 605.03.C"

603.13

On Page 513, **Add** the following pay item:
"603 Foot (Meter) Conduit, Type F for Underdrain Outlets"

605.02.B

On Page 518, **Revise** the section title to read: "B. Pipe for 605 Rock-Cut Underdrains, or Shallow Underdrains"

605.06

On Page 521, **Delete** the second sentence which reads "For the backfill use structural backfill Type 1 as defined in Item 603."

605.09

On Page 522, **Add** the following pay item: "605 Foot (Meter) Shallow Underdrains."

630.04

On page 605, the first sentence in the third paragraph of Section 630.04 is **Replaced** with the following:
"For flat sheet and ground mounted extrusheet signs, use Type G, H or J reflective sheeting for background and reflective legends. For overhead extrusheet signs, use Type G reflective sheeting for the background, and use Type H or J reflective sheeting for reflective legends, shields and symbols (including hazardous cargo plate, airport symbol, arrows and borders)."

630.04

On page 605, the following new paragraph is **Added** after the fifth paragraph of Section 630.04: For yellow signs, use standard yellow reflective sheeting or fluorescent yellow reflective sheeting.

630.15

On page 617, the pay item for "Sign" in Section 630.15 is **revised** to read as follows:
"630 Square Foot Sign, (Flat Sheet, Ground Mounted Extrusheet, Overhead Extrusheet, (Square Meter) Temporary Overlay)"

631.12

On Page 622, **Revise** the seventh paragraph reference to "support arm" to "attachment hardware"

633.06.C Traffic Signal Controllers

On Page 645, **Revise** Supplement 1060 to Supplement 1076

645.05

On Page 686, in the first sentence **Revise** 642.12 to 641.12.

647

Throughout the section, Revise "plastic" to "thermoplastic".

647.02

On Page 693, Revise the list as follows:

Heat-fused preformed thermoplastic pavement marking material	740.08
Glass beads	740.10

647.03

On Page 693, Replace the first paragraph with:
Use manufacturer recommended equipment to apply the heat-fused preformed thermoplastic pavement marking material according to the appropriate type, as follows:

647.03.A

On Page 693, Revise "Type A" to "Type A90 or Type A125".

647.03.B

On Page 693, Replace with the following:

B. Type B90 or Type B125 Material.

1. Propane torch for ensuring no moisture is present on the pavement and heating the material according to 647.04.C.
2. A thermometer is not required.

647.04.A

On Page 693, Replace the first sentence with:

Apply the heat-fused preformed thermoplastic pavement marking material to clean, dry pavement surfaces according to the appropriate type unless otherwise directed by the manufacturer's recommendation.

On Page 693, Delete the third paragraph.

647.04.B

On Page 694, Revise "Type A (90-mil thickness)" to "Type A90 and Type A125".

On Page 694, Revise 350 F(177 C) to 300 F(149 C).

On Page 694, Replace the second sentence with:

Place the material on the warm surface as soon as practical, then uniformly post-heat to 400 F(205 C).

On Page 694, Revise "extended" to "extend" in the fourth sentence.

On Page 694, Replace the second paragraph with:

Type A90 and A125 material shall contain intermix beads throughout. Drop-on glass beads are not required unless using a non-surface beaded marking (i.e., for turn or combination arrows).

647.04.C

On Page 694, Replace with the following:

C. Type B90 and Type B125 Material Application on Asphalt Concrete and Portland Cement Concrete Pavements. Heat the pavement only to ensure no moisture is present. Place the material on the dry surface and then uniformly heat the material until it bubbles and changes color to off-white. Material must be able to be applied with no preheating of the pavement to a specified temperature and without the use of a thermometer. Allow the material to cool naturally and solidify before exposing it to traffic.

Type B90 and B125 material shall contain intermix glass beads throughout. Drop-on glass beads are not required unless using a non-surface beaded marking (i.e., for turn or combination arrows).

659.02.A

On page 705, add the following after the third sentence:

If liquid lime is used then use the following application table to achieve a pH of 6.5 or greater. Calculate the difference between the soil pH and 6.5 pH.

Difference	.25	.50	.75	1.0
application rate in gals/ac (L/ha)	2.5 (4)	5 (8)	10 (15)	20 (30)

Example: soil test pH=5.75 required pH=6.5 difference= .75 required application rate is 10 gals/ac (15L/ha) Only use Liquid lime on the QPL list. Provide the Engineer with the Liquid Lime manufacturers written application rate. The Engineer will only accept printed application rates.

659.02.B

On page 705, add the following after the third sentence:

If liquid lime is used then use the following application table to achieve a pH of 6.5 or greater. Calculate the difference between the soil pH and 6.5 pH.

Difference	.25	.50	.75	1.0
application rate in gals/ac (L/ha)	2.5 (4)	5 (8)	10 (15)	20 (30)

Example: soil test pH=5.75 required pH=6.5 difference= .75 required application rate is 10 gals/ac (15L/ha) only use Liquid lime on the QPL list. Provide the Engineer with the Liquid Lime manufacturers written application rate. The Engineer will only accept printed application rates.

659.03

On page 705 first sentence, **Replace** granular lime with granular or liquid lime.

659.03

On page 705 second sentence, **Replace** lime with granular lime.

659.03

On page 705 fifth sentence, **Replace** lime with granular lime.

659.03

On page 706 after the first paragraph, **Add:** If using liquid lime apply liquid lime at a rate of 5 gals/acre (8 L/ha) unless other wise required per the soil or topsoil test . Provide the Engineer with the Liquid Lime manufacturers written application rate. The Engineer will only accept printed application rates. Only use Liquid lime on the QPL list. .

659.10.B

On page 716 third paragraph, second sentence, **Replace** lime with granular lime.

659.10.B

On page 716 third paragraph, after the second sentence, **Add:** Do not mix Liquid lime into the soil or topsoil. Only apply liquid lime to the top of the soil or topsoil.

659.24

On page 721 third paragraph, **Delete** "and Agricultural Lime" and **Add** at the end of the paragraph: The Department will measure lime or liquid Lime by the number of acres (ha) covered.

659.25

On page 722 fourth pay item, **Replace** "Ton (Kilogram) Agricultural Lime" with Acres (ha) Lime.

700 Table

On Page 745, **Revise** the glass bead reference 740.10 to 740.09.

700 Table

On Page 746, in the table **Delete** reference to 521 under Lumber.

703.02.A.3

On Page 762, **Delete** reference to 612 in the Table.

703.02.B Table

On Page 763, in the table **Add** Lightweight pieces 0.25 1.0.

703.04.B Table

On Page 765, in the table **Delete** Lightweight pieces 1.0.

703.05.B.2 Table

On Page 766, in the table **Delete** Lightweight pieces 1.0.

703.11

On Page 768, **Add** the following after the first paragraph: "Furnish ACBF Slag that conforms to Supplement 1027."

705.04

On Page 786, **Remove** references to Type 3 Membrane Primer.

706.02-2M Table

On Page 802, in the sixth column, **Revise** 51 to 5.

706.02-4 Table

On Page 806, in the forth column, **Revise** 0.13 to 1.30, and 0.14 to 1.38.

706.13 4.1.5

On Page 828, **Revise** the section that begins "Provide epoxy coated steel..." to read:
"Provide steel conforming to 709.01, 709.08, 709.10 or 709.12. Provide epoxy coated steel conforming to 709.00 for the manhole flat slab tops, catch basin tops and inlet tops only."

707.05

On Page 834, **Revise** the second sentence to read: "Provide either Type B half bituminous coated pipe, or pipe arches with paved invert or Type C fully coated pipe, or pipe arches with paved invert."

707.07

On Page 834, **Revise** the second sentence to read: "Provide either Type B half bituminous coated pipe, or pipe arches with paved invert or Type C fully coated pipe, or pipe arches with paved invert."

710.06

On Page 864, **Revise** Supplement 1067 to Supplement 1042

721.01

On page 887, Replace this section with: Ensure that the casting is nodular iron conforming to ASTM A 536, hardened to 45 - 54 RC, snow plowable in the two opposing longitudinal directions and designed to accommodate a replacement prismatic retroreflector.

725.08

On Page 894, Add the following paragraph at the beginning of Section 725.08: "Ensure that manufacturers of precast concrete members are certified by the Laboratory according to Supplement 1073."

730.18

On page 921, **Delete** the first sentence.

730.192

On page 922, the minimum coefficient of retroreflection for fluorescent orange sheeting at an observation angle of 0.2 and entrance angle of +30 is **Revised** to 85 cd/fc/ft² (cd lx⁻¹ m⁻²).

730.192

On page 923, the following text is **Added** at the end of Section 730.192:

Furnish fluorescent yellow reflective sheeting conforming to ASTM D 4956, Type VII or VIII, including supplemental requirement S1, and the following requirements:

A. The color specification limits for fluorescent yellow are as shown for yellow in ASTM D 4956, Table 13. The minimum luminance factor (Y%) is 45. The minimum fluorescence luminance factor (YF%) is 25.

B. The photometric requirements for fluorescent yellow sheeting are as follows:

Observation Angle (degree)	Entrance Angle (degree)	Minimum Coefficient of Retroreflection cd/fc/ft ² (cd·lx ⁻¹ ·m ⁻²)
0.2	-4	375
0.2	+30	170
0.5	-4	165
0.5	+30	85

740.08

On Pages 996 and 997, Replace with:

740.08 Heat-Fused Preformed Thermoplastic Pavement Marking Material. Furnish heat- fused preformed thermoplastic pavement marking materials conforming to the following:

Type A90 and Type B90 - 90 mil thickness (2.29 mm)

Type A125 and Type B125 - 125 mil thickness (3.18 mm)

730.193

On page 924, the following text is **Added** at the end of Section 730.193:
Furnish fluorescent yellow reflective sheeting conforming to ASTM D 4956, Type IX, including supplemental requirement S1, and the following requirements:

A. The color specification limits for fluorescent yellow are as shown for yellow in ASTM D 4956, Table 13. The minimum luminance factor (Y%) is 45. The minimum fluorescence luminance factor (YF%) is 25.

B. The photometric requirements for fluorescent yellow sheeting are as follows:

Observation Angle (degree)	Entrance Angle (degree)	Minimum Coefficient of Retroreflection $\text{cd}/\text{fc}/\text{ft}^2 (\text{cd}\cdot\text{lx}^{-1}\cdot\text{m}^{-2})$
0.2	-4	240
0.2	+30	150
0.5	-4	165
0.5	+30	75
1.0	-4	45
1.0	+30	24

733.03.C.6

On Page 966, **Revise** Supplement 1060 to Supplement 1076

740.10

On Page 997, **Revise** section 740.10 to 740.09.

748

Throughout the section, **Replace** references to C500 with C509.

748.06

On Page 1001, in the Wall Thickness Table **reverse** the first two rows metric and English columns.

748.08

On Page 1001, paragraph one, **Replace** gate valves with ductile iron gate valves.
After paragraph two **insert**: "Provide gate valves from suppliers listed on the Department's Qualified Products List."

748.15

On Page 1003, paragraph three, **Replace** 1/4" diameter with 1" (25mm) diameter or 1" (25mm) square. And **Delete**: " Use U.S. Standard Pipe thread between the operating nut and the stem".
On Page 1003, paragraph six, **Replace** "screw into the hydrant body casting using U.S. Standard Pipe threads" with "lock into the hydrant body using locking lugs or threads".

BIDDER'S CHECKLIST

- ADDENDA

BID GUARANTY

- Cashier's Check
- Certified Check
- Bid Bond
- Annual Bid Bond

IF BID BOND

- Signed By Bidder & Surety Agent
- Power of Attorney-Proper Agent Name and Date
- Current Financial Statement of Surety
- Current Certificate of Insurance for Surety from Department of Insurance
- Annual Bid Bond Certificate

SUPPLEMENTAL QUESTIONNAIRE

ADDITIONAL REMINDERS

- Circled and Checked Appropriate EEO Requirement
- Reviewed Proposal for Mathematical Errors
- Bid Proposal Signed by Officer of Company

DISCLAIMER

This checklist is not intended to relieve the bidder of the responsibility to provide other required documents. Rather, this checklist is offered merely to serve as an aid in assisting in the preparation of the bid. Notice is hereby given that the failure to submit all required documents duly and properly constituted including but not limited to all required signatures may result in the rejection of your bid on the basis that the bid is non-responsive.

NOTICE OF PREQUALIFICATION CHANGES

Due to recent changes in Ohio law many of the Departments prequalification requirements have been revised. For example, the list of work types has been revised to 54 from 118. 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.

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 Cabling and Termination
28	Caissons / Drilled Shafts	56	Wireless Communication

PREVAILING WAGES ON STATE PROJECTS WITH NO FEDERAL-AID - 10-23-2002

The following is in addition to Section 108.10.

This contract is subject to Ohio Prevailing Wage Laws, Chapter 4115 of the Ohio Revised Code and the Contractor and all subcontractors shall comply with all provisions contained therein or as otherwise provided by this note. By signing this bid, the Bidder guarantees that the prevailing wage scale to be paid to all laborers and mechanics employed on this contract shall be in accordance with the published schedule of the prevailing hourly wage and fringe benefits ascertained and determined by the Ohio Department of Commerce for the county in which the work is being performed. 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 revocation of the contractor's and/or subcontractor's certificate of qualification and debarment.

The Contractor and all subcontractors shall compensate the employees on this contract at a pay rate not less than the hourly wage and fringe rate listed in this proposal for the applicable job classification or as may be modified by the Ohio Department of Commerce, Division of Labor and Worker Safety Wage and Hour Bureau, when new prevailing rates are established. Overtime shall be paid at one and one-half times the basic hourly rate and the hourly fringe rate for any hours worked beyond forty hours during a pay week. The Contractor and all subcontractors shall pay all compensation by company check to the worker and fringe benefit program.

The wage and fringe rates determined for this project or as may be later modified, 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 or otherwise made available to the workers. On the first pay date of contract work the Contractor and all subcontractors shall furnish each employee covered by prevailing wage a completed form whpw1512 in accordance with section 4115.05 Ohio Revised Code, showing the classification, hourly pay rate, fringes, and identifying the District Prevailing Wage Coordinator (DPWC), if such employees are not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of labor. These forms shall be signed by the Contractor or subcontractor and the employee and kept in the Contractor's or subcontractor's payroll files.

The Contractor and all subcontractors shall submit to the DPWC or other designated Department representative, certified payrolls on form whpw1509 or equivalent, in accordance with sections 4115.07 and 4115.071 (C) of the Ohio Revised Code, three weeks after the start of work and every subsequent week until the completion of the contract. 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. Upon completion of the contract and before the final payment, the Contractor shall submit to the DPWC a final wage affidavit in accordance with section 4115.07 of the Ohio Revised Code stating that wages have been paid in conformance with the minimum rates set forth in the contract. Please be aware that it is ultimately the responsibility of the prime contractor to ensure that all laws relating to prevailing wages in Chapter 4115 of the Ohio Revised Code, are strictly adhered to by all subcontractors.

Payroll records shall be maintained by the Contractor and all subcontractors in accordance with Section 4115.07 of the Ohio Revised Code. The Contractor and all subcontractors shall make all of its payroll records available for inspection, copying or transcription by any authorized representative of the contracting agency. Additionally, the Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.

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

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

CERTIFICATION AGAINST DEBARMENT AND SUSPENSION

The bidder hereby certifies, except as noted below, under penalty of perjury and under other such penalties as the laws of this state and the United States of America provide, that the company or any person associated there with in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds is **not** currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency; that the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds has **not** been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; that the company or any person associated therewith in the capacity of owner, partner, director, manager, auditor, or any position involving the administration of federal funds does **not** have a proposed debarment pending; that the company or any person associated there with in the capacity of owner, partner, director, officer, principal investigator has **not** been indicted, convicted, or had a civil judgment rendered against the company, or themselves by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are exceptions to any of the above clauses please set out the exceptions on the lines below. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

Execution of this proposal on the signature portion thereof shall constitute also signature of this certification as permitted by Title 28 United States Code, Section 1746.

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.

BAR CHART SCHEDULE (1/2/2002)

I. General.

The progress schedule required for this project is the simple bar chart type as described in Section II of this note. Prepare and submit a progress schedule to the DCE for review at or before the pre-construction conference. The Engineer will review the schedule and within 14 calendar days of receipt, will either accept the schedule or provide the Contractor with comments. Acceptance of the schedule does not revise the Contract Documents. Provide clarification or any needed additional information within 10 days of a written request by the Engineer. The Department will withhold Estimates until the Engineer accepts the schedule. The Engineer will not measure or pay for the preparation of the schedule and schedule updates directly, but the cost of preparing and updating the schedule is incidental to all Contract Items. The requirements of this note are in addition to progress schedule requirements in 108.02 of the Construction & Material Specifications.

II. Schedule Requirements.

Include the following Administrative Identifier Information:

1. Project Number
2. County
3. Route Number
4. FHWA Number
5. PID Number
6. Contract Number
7. Date of Contract
8. Completion Date
9. Contractor's Name

- 10. Contractor's Dated Signature
- 11. ODOT's Dated Acceptance 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 Completion Date. Show the order 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 bar chart 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 schedule must be detailed on letter or legal sized paper.

Activity requirements are discussed in further detail as follows:

1. Activity Description

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

2. Activity Original Duration

Indicate a planned duration in calendar 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.

III. Updated Progress Schedule. Submit an updated progress schedule when ordered by the Engineer. The Engineer may request an updated progress schedule when progress on the work has fallen more than 14 calendar days behind the latest accepted progress schedule. Information in the updated schedule must include a "% work completed" value for each activity.

IV. 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 revised schedule showing a plan to finish by the Completion Date. The Department will withhold Estimates until the Engineer accepts the revised schedule. The Engineer will use the schedule to evaluate time extensions and associated costs requested by the Contractor.

VALUE ENGINEERING CHANGE PROPOSAL - CONSTRUCTION COSTS (1-7-98)

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

GUARANTEES AND WARRANTIES - 04/08/74

The Contractor shall complete all work on or before the completion date as referred to in 108.06, exclusive of any additional work required to comply with guarantees and warranties contained in the plan.

In addition to the requirements of 103.05, the Contractor shall agree, in writing, and by properly executed performance bond, to comply with guarantees and warranties contained in the plan which extends the Contractor's responsibility beyond the completion date. Payment for the above shall be included in the unit price bid for the items under guarantee or warranty.

During the guarantee or warranty period, the Contractor shall perform all work and replace all defective material immediately in accordance with the guarantees and warranties and at no additional cost to the State.

4A

Ross County - United States Route 50 - Section 19.09

“Bidders are advised that the following utility facilities will not be cleared from the construction area at the time of award of contract. These utilities facilities will remain in place or be relocated within the construction limits of the project as set out below.”

AMERICAN ELECTRIC POWER - TRANSMISSION & DISTRIBUTION / ADELPHIA

The companies have existing joint aerial facilities along the right side of the project as shown on the construction plans. These facilities will remain in place and operational during construction.

HORIZON CHILLICOTHE TELEPHONE COMPANY

The company has an existing underground fiber optic facility along the right side of the project as shown on the construction plans. The facility will remain in place and operational during construction.

ROSS COUNTY WATER COMPANY

The company has an existing 8 inch facility along the right side of the project as shown on the construction plans. The facility will be relocated as follows:

A new 8 inch facility will tie into the existing facility at station 20+99, 53 feet right. The new facility will proceed to station 20+99, 78 feet right, turn and continue on to station 22+79, 77 feet right, turn and tie into the existing facility at station 22+79, 54 feet right.

The new facility will be installed at a depth of 4 feet, and it will be in an encasement pipe within the proposed right of way for the project.

The existing facility between stations 20+99, 53 feet right, and 22+79, 54 feet right, will be abandoned in place.

All proposed work will be completed by sale date.

ROS-50-19.09
PID No. 75183
Utility 4A

GENERAL COMMENTS

The Contractor is advised to use caution when working in proximity to the existing and/or relocated utility facilities.

Bidders are advised that the utility relocation plans are on file and may be reviewed at the District 9 Utilities Office.

Sections 105.07 and 107.16 of the Department of Transportation Construction and Material Specifications require, among other things, 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.

Project Number: 030397

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: **9/30/2003**

Unit Price Contract

FOR IMPROVING SECTION ROS-50-19.09, U.S. ROUTE 50 IN SCIOTO TOWNSHIP, ROSS COUNTY, OHIO, IN ACCORDANCE WITH PLANS AND SPECIFICATIONS BY THE INSTALLATION OF A TRAFFIC SIGNAL.

Project Length: 0.00 Miles.

Work Length: 0.00 Miles.

Pavement Width: 00 Feet.

Project Number: 030397

Section 0001 ITEMS OF WORK

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0001		603E00400	4" CONDUIT, TYPE E (WT: 44)	44	FT	240.000
0002		614E11100	LAW ENFORCEMENT OFFICER WITH PATROL CAR (WT: 39)	39	HOUR	8.000
0003		625E00500	CONNECTOR KIT, TYPE II (WT: 44)	44	EACH	2.000
0004		625E00600	CONNECTOR KIT, TYPE III (WT: 44)	44	EACH	2.000
0005		625E18510	BRACKET ARM, 30' (WT: 43)	43	EACH	2.000
0006		625E23410	NO. 12 AWG POLE AND BRACKET CABLE (WT: 43)	43	FT	500.000
0007		625E25402	CONDUIT, 2", 725.05 (WT: 44)	44	FT	956.000
0008		625E25502	CONDUIT, 3", 725.05 (WT: 44)	44	FT	30.000
0009		625E26251	LUMINAIRE, CONVENTIONAL, AS PER PLAN (STYLE B, TYPE III, 250 WATT, 240 VOLT) (WT: 43)	43	EACH	2.000
0010		625E29002	TRENCH, 24" DEEP (WT: 44)	44	FT	970.000
0011		625E30700	PULL BOX, 725.08, 18" (WT: 44)	44	EACH	12.000
0012		625E30706	PULL BOX, 725.08, 24" (WT: 44)	44	EACH	2.000
0013		625E32000	GROUND ROD (WT: 44)	44	EACH	5.000
0014		630E79500	SIGN SUPPORT ASSEMBLY, POLE MOUNTED (WT: 42)	42	EACH	4.000
0015		630E80100	SIGN, FLAT SHEET (WT: 42)	42	SF	24.000
0016		632E05001	VEHICULAR SIGNAL HEAD WITH LED LAMP UNITS, 3-SECTION, 12" LENS, 1-WAY, AS PER PLAN (WT: 44)	44	EACH	5.000
0017		632E05081	VEHICULAR SIGNAL HEAD WITH LED LAMP UNITS, 5-SECTION, 12" LENS, 1-WAY, AS PER PLAN (WT: 44)	44	EACH	3.000
0018		632E20721	PEDESTRIAN SIGNAL HEAD WITH LED LAMP UNITS , TYPE D2, AS PER PLAN (WT: 44)	44	EACH	2.000
0019		632E25000	COVERING OF VEHICULAR SIGNAL HEAD (WT: 44)	44	EACH	8.000
0020		632E25010	COVERING OF PEDESTRIAN SIGNAL HEAD (WT: 44)	44	EACH	2.000
0021		632E26000	PEDESTRIAN PUSHBUTTON (WT: 44)	44	EACH	2.000
0022		632E26500	DETECTOR LOOP (WT: 44)	44	EACH	10.000
0023		632E30200	MESSENGER WIRE, 7 STRAND, 3/8" DIAMETER WITH ACCESSORIES (WT: 44)	44	FT	420.000
0024		632E40500	SIGNAL CABLE, 5 CONDUCTOR, NO. 14 AWG (WT: 44)	44	FT	535.000
0025		632E40700	SIGNAL CABLE, 7 CONDUCTOR, NO. 14 AWG (WT: 44)	44	FT	706.000
0026		632E64000	STRAIN POLE FOUNDATION (WT: 44)	44	EACH	4.000
0027		632E64020	PEDESTAL FOUNDATION (WT: 44)	44	EACH	1.000
0028		632E65200	LOOP DETECTOR LEAD-IN CABLE (WT: 44)	44	FT	3,800.000

Project Number: 030397

0029		632E68300	POWER CABLE, 3 CONDUCTOR, NO. 6 AWG (WT: 44)	44	FT	61.000
0030		632E69800	SERVICE CABLE, 3 CONDUCTOR, NO. 6 AWG (WT: 44)	44	FT	15.000
0031		632E70001	POWER SERVICE, AS PER PLAN (WT: 44)	44	EACH	1.000
0032		632E83000	STRAIN POLE, TYPE TC-81.10, DESIGN 10 (WT: 44)	44	EACH	2.000
0033		632E85000	COMBINATION STRAIN POLE, TYPE TC-81.10, DESIGN 10 (WT: 44)	44	EACH	2.000
0034		632E89900	PEDESTAL, 8', TRANSFORMER BASE (WT: 44)	44	EACH	1.000
0035		633E01601	CONTROLLER UNIT, TYPE 170E, WITH CABINET, TYPE 332, AS PER PLAN (WT: 44)	44	EACH	1.000
0036		633E67100	CABINET FOUNDATION (WT: 44)	44	EACH	1.000
0037		633E67200	CONTROLLER WORK PAD (WT: 44)	44	EACH	1.000
0038		633E68500	TELEPHONE SERVICE (WT: 44)	44	EACH	1.000
0039		644E00500	STOP LINE (WT: 45)	45	FT	84.000

Section 0002 INCIDENTALS

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0040		103E05000	PREMIUM FOR CONTRACT PERFORMANCE BOND AND FOR PAYMENT BOND (WT: NR)	NR	LS	1.000
0041		614E11000	MAINTAINING TRAFFIC (WT: 39)	39	LS	1.000
0042		623E10000	CONSTRUCTION LAYOUT STAKES (WT: NR)	NR	LS	1.000
0043		624E10000	MOBILIZATION (WT: NR)	NR	LS	1.000

Prevailing Wage Rate Laborers

Name of Union: Labor HevHwy 3
Type of Rate: ☐ Residential ☒ Commercial

Change # : CN01-2003HevHwy3

Classification : Laborer Effective Date : 05/01/2003 Last Posted : 03/31/2003

	BHR	H&W	Pension	App Tr.	Total PWR	Overtime Rate
Classification						
Group 1	\$22.17	\$2.60	\$1.70	\$0.20	\$26.67	\$37.76
Group 2	\$22.34	\$2.60	\$1.70	\$0.20	\$26.84	\$38.01
Group 3	\$22.67	\$2.60	\$1.70	\$0.20	\$27.17	\$38.51
Group 4	\$23.12	\$2.60	\$1.70	\$0.20	\$27.62	\$39.18
Entry Level 0 to 1000 hours	\$17.25	\$2.60	\$1.70	\$0.20	\$21.75	\$30.38
Entry Level 1000 to 2000 hours	\$19.25	\$2.60	\$1.70	\$0.20	\$23.75	\$33.38
Watch Person	\$14.90	\$2.60	\$1.70	\$0.20	\$19.40	\$26.85

Classification Description :

Hod Carriers and Common Laborers - Heavy, Highway, Sewer, Waterworks, Utility, Airport, Railroad, Industrial and Building Site, Sewer Plant, Waste Water Treatment Facilities Construction

Ratio: 5 Journeymen to 1 Entry Level Person

Group 1

Laborer (Construction); Plant Laborer or Yardman, Right-of-way Laborer, Landscape Laborer, Utility Man, Bridge Man, Handyman, Joint Setter, Flagperson, Carpenter Helper, Waterproofing Laborer, Slurry Seal, Seal Coating, Surface Treatment or Road Mix Laborer, Riprap Laborer & Grouter, Asphalt Laborer, Dump Man (batch trucks), Guardrail & Fence Installer, Mesh Handler & Placer, Concrete Curing Applicator, Scaffold Erector, Sign Installer, Hazardous Waste (level D), Diver Helper, Zone Person and Traffic Control.

Group 2

Asphalt Raker, Screwman or Paver, Concrete Puddler, Kettle Man (pipeline), All Machine-Driven Tools (Gas, Electric, Air), Mason Tender, Brick Paver, Mortar Mixer, Sheeting & Shoring Person, Surface Grinder Person, Screedperson, Water Blast, Hand Held Wand, Power Buggy or Power Wheelbarrow, Paint Stripper, Plastic fusing Machine Operator, Rodding Machine Operator, Pug Mill Operator, Operator of All Vacuum Devices Wet or Dry, Handling of all Pumps 4 inches and under (gas, air or electric), Bottom Person, Welder Helper (pipeline), Concrete Saw Person, Cutting with Burning Torch, Pipe Layer, Hand Spiker (railroad), Underground Person (working in sewer and waterline, cleaning, repairing and reconditioning). Tunnel Laborer (without air), Caisson, Cofferdam (below 25 feet deep), Air Track and Wagon Drill, Sandblaster Nozzle Person, Hazardous Waste (level B), Lead Abatement, Hazardous Waste (level C)

Group 3

Blast and Powder Person, Muckers (with miners), Wrencher (mechanical joints & utility pipeline), Yarnier, Top Lander, Hazardous Waste (level A), Curb Setter and Cutter, Concrete Crew in Tunnels. Utility pipeline Tappers, Waterline, Caulker, Signal Person, Grade Checker

Group 4

Miner, Welder, Gunnite Nozzle Person

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS, SCIOTO, SENECA, SHELBY, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WYANDOT

Special Jurisdictional Note :

Prevailing Wage Rate Skilled Crafts

Name of Union: American Line Builders Transmission

Type of Rate: ☐ Residential ☒ Commercial

Change # : CN01002ALBTransmission

Craft : Linemen Effective Date : 01/01/2002 Last Posted : 03/07/2002

		Fringe Benefit Payments							
	BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification									
Lineman	\$23.48	\$2.45	\$0.70	\$0.12	\$0.00	\$3.29	\$0.00	\$30.04	\$41.78
Equipment Mechanic	\$18.09	\$2.45	\$0.54	\$0.09	\$0.00	\$2.53	\$0.00	\$23.70	\$32.75
Operator 0 - 6 months	\$13.71	\$2.45	\$0.41	\$0.07	\$0.00	\$1.92	\$0.00	\$18.56	\$25.42
Operator 6mo - 1 yr	\$17.01	\$2.45	\$0.51	\$0.08	\$0.00	\$2.38	\$0.00	\$22.43	\$30.94
Operator 1yr or more	\$20.51	\$2.45	\$0.61	\$0.10	\$0.00	\$2.87	\$0.00	\$26.54	\$36.80
Groundman/tr driver 0 - 6 months	\$10.45	\$0.00	\$0.31	\$0.05	\$0.00	\$0.00	\$0.00	\$10.81	\$16.04
Groundman/tr driver 6mo - 1 yr	\$12.39	\$2.45	\$0.37	\$0.06	\$0.00	\$1.73	\$0.00	\$17.00	\$23.20
Groundman/tr driver 1 yr or more	\$13.15	\$2.45	\$0.39	\$0.07	\$0.00	\$1.84	\$0.00	\$17.90	\$24.48
Cable Splicer	\$24.56	\$2.45	\$0.74	\$0.12	\$0.00	\$3.43	\$0.00	\$31.30	\$43.58

Apprentice	Percent									
1st 1000 hrs	60.00	\$14.09	\$2.45	\$0.42	\$0.07	\$0.00	\$1.97	\$0.00	\$19.00	\$26.04
2nd 1000 hrs	65.00	\$15.26	\$2.45	\$0.46	\$0.08	\$0.00	\$2.14	\$0.00	\$20.39	\$28.02
3rd 1000 hrs	70.00	\$16.44	\$2.45	\$0.49	\$0.08	\$0.00	\$2.30	\$0.00	\$21.76	\$29.97
4th 1000 hrs	75.00	\$17.61	\$2.45	\$0.52	\$0.09	\$0.00	\$2.46	\$0.00	\$23.13	\$31.94
5th 1000 hrs	80.00	\$18.78	\$2.45	\$0.56	\$0.09	\$0.00	\$2.62	\$0.00	\$24.50	\$33.90

Operator Class 1	\$25.89	\$4.11	\$3.00	\$0.45	\$0.00	\$0.00	\$0.04	\$33.49	\$46.44
Class 2	\$25.77	\$4.11	\$3.00	\$0.45	\$0.00	\$0.00	\$0.04	\$33.37	\$46.26
Class 3	\$24.73	\$4.11	\$3.00	\$0.45	\$0.00	\$0.00	\$0.04	\$32.33	\$44.70
Class 4	\$23.55	\$4.11	\$3.00	\$0.45	\$0.00	\$0.00	\$0.04	\$31.15	\$42.93
Class 5	\$18.09	\$4.11	\$3.00	\$0.45	\$0.00	\$0.00	\$0.04	\$25.69	\$34.74
Class 6	\$26.14	\$4.11	\$3.00	\$0.45	\$0.00	\$0.00	\$0.04	\$33.74	\$46.81
Class 7	\$26.14	\$4.11	\$3.00	\$0.45	\$0.00	\$0.00	\$0.04	\$33.74	\$46.81
Class 8	\$26.39	\$4.11	\$3.00	\$0.45	\$0.00	\$0.00	\$0.04	\$33.99	\$47.19

Apprentice	Percent									
1st Year	50.00	\$12.95	\$4.11	\$3.00	\$0.45	\$0.00	\$0.00	\$0.04	\$20.55	\$27.02
2nd Year	60.00	\$15.53	\$4.11	\$3.00	\$0.45	\$0.00	\$0.00	\$0.04	\$23.13	\$30.90
3rd Year	70.00	\$18.12	\$4.11	\$3.00	\$0.45	\$0.00	\$0.00	\$0.04	\$25.72	\$34.78
4th Year	80.00	\$20.71	\$4.11	\$3.00	\$0.45	\$0.00	\$0.00	\$0.04	\$28.31	\$38.67

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :

For every 5 Operating Engineer Journeymen Employed. There may be employed 1 Registered Apprentice.

Note: There will be a 10% increase for the apprentices on top of the percentages listed above provided they are operating mobile equipment.

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :

Details :

**Apprentices will receive a 10% increase on top of the percentages listed above provided they are operating mobile equipment.

Class 1 - Air Compressors on Steel Erection; Barrier Moving Machine; Boiler Operators, on Compressors or Generators, when mounted on a rig; Cableways; Combination Concrete mixers & Towers; Concrete Pumps; Concrete Plants (over 4 yd capacity); Cranes (all types, including Boom Trucks, Cherry Pickers); Derricks; Draglines; Dredgers (dipper, clam or suction); Elevating Graders or Euclid Loaders; Floating Equipment (all types); Gradalls; Helicopter Crew (Operator- hoist or winch); Hoes (all types); Hoisting Engines, on shaft or tunnel work; Hydraulic Gantry (lifting system); Industrial - Type Tractors; Jet Engine Dryers (D8 or D9), Diesel Tractors; Locomotives (standard gage); Maintenance Operators (class A); Mixers, paving (single or double drum); Mucking Machines; Multiple Scrapers; Piledriving Machines (all

types); Power Shovels, Prentice Loader; Quad 9 (double pusher); Rail Tamper (with automatic lifting and aligning device); Refrigerating Machines (freezer operation); Side Booms; Slip Form Pavers; Tower Dericks; Tree Shredders; Trench Machines (over 24" wide); Truck Mounted Concrete Pumps; Tug Boats; Tunnel Machines and /or Mining Machines; Wheel Excavators. Horizontal Directional Drill (Over 500,000 ft.lbs.thrust) and Rough Terrain Forklift with Winch/Hoist.

Class 2 - Asphalt Pavers; Automatic Subgrade Machines, self-propelled (CMI-type); Bobcat-type and /or skid steer loader with hoe attachment greater than 7000 lbs.; Boring Machine Operators (more than 48 inches); Bulldozers; Concrete Grinder/Planer; Endloaders; Hydro Milling Machine; Kolman-type Loaders (production type-dirt); Lead Greasemen; Maintenance Operators, Class B (Portage and Summit Counties only); Pettibone-Rail Equipment; Power Graders; Power Scrapers; Push Cats; Lighting and Traffic Signal Installation Equipment includes all groups or classifications; Trench Machines (24inch wide and under); Vermeer Type Concrete saw. Material Transfer Equipment (Shuttle buggy) Asphalt.

Class 3 - A-Frames; Air Compressors, on tunnel work (low Pressure); Asphalt Plant Engineers; Bobcat-type and/or skid steer loader with or without attachments; Power Boilers (15 lbs pressure and over); Highway Drills (all types); Rollers, asphalt; Pump Operators (installing or operating well Points); Pumps (4 inch and over discharge); Railroad Tie Insert/Remover; Rotovator (lime-soil Stabilizer); Switch & Tie Tampers (without lifting and aligning device); Locomotives (narrow gage); Mixers, concrete (more than one bag capacity); Mixers, one bag capacity (side loader); Utilities Operators, (small equipment); Welding Machines.

Class 4 -Ballast Re-loacator; Backfillers; Batch Plants; Bar and Joint Installing Machines; Boring Machine Operators (48 inch or less); Bull Floats; Burlap and Curing Machines; Concrete Plants (capacity 4 yd and under); Conveyors (highway); Concrete Saws (multiple); Crushers; Deckhands; Farm type tractors, with attachments (highway), except masonry; Finishing Machines; Firemen, Floating Equipment (all types); Fork Lifts (highway); Form Trenchers; Hydro Hammers; Hydro Seeders; Pavement Breakers; Plant Mixers; Post Drivers; Post Hole Diggers (power auger); Power Brush Burners; Power Form Handling Equipment; Road Widening Trenchers; Rollers (brick, grade, macadam); Self-Propelled Power Spreaders; Self-Propelled Sub-Graders; Tractors, pulling sheepsfoot rollers or graders; Steam Firemen; Vibratory Compactors, with integral power.

Class 5 - Compressors (portable, Sewer, Heavy and Highway); Generators; Inboard-Outboard Motor Boat Launches; Masonry Fork Lifts; Oilers/Helpers; Power Driven Heaters; Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalmen; Drum Fireman (in Asphalt Plant); Oil Heaters (Asphalt Plant); Tire Repairmen; VAC/ALLS.

Class 6 - Master Mechanic

Class 7 - Crane Boom 150 ft - 180 ft

Class 8 - Crane Boom over 180 ft .

Prevailing Wage Rate Skilled Crafts

Name of Union: Truck Driver Bldg & HevHwy

Type of Rate: ○ Residential ● Commercial

Change # : CN1-2002BldgHevHwy

Craft : Truck Driver Effective Date : 05/01/2003 Last Posted : 08/14/2002

	Fringe Benefit Payments								Total PWR	Overtime Rate
	BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other			
Classification										
Truck Driver - 4 wheel service trucks- 4 wheel dump trucks - Batch trucks - Oil Distributor - Ashphalt Distrisbutor	\$19.39	\$3.57	\$3.90	\$0.00	\$0.00	\$0.00	\$0.00	\$26.86	\$36.56	
Tandems	\$19.39	\$3.57	\$3.90	\$0.00	\$0.00	\$0.00	\$0.00	\$26.86	\$36.56	
Tractor Trailer - Semi tractor trucks - pole trailers - ready mix trucks - fuel trucks - asphalt oil spraybar men**	\$19.39	\$3.57	\$3.90	\$0.00	\$0.00	\$0.00	\$0.00	\$26.86	\$36.56	
5 axle and over	\$19.39	\$3.57	\$3.90	\$0.00	\$0.00	\$0.00	\$0.00	\$26.86	\$36.56	
Belly dumps - End Dumps - Heavy Duty Equipment	\$19.39	\$3.57	\$3.90	\$0.00	\$0.00	\$0.00	\$0.00	\$26.86	\$36.56	

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LORAIN, LUCAS, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :

Details :

** Asphalt - Oil spraybar man when operating from cab shall receive \$0.20 cents per hour above their Basic Hourly Rate.

Please Staple certified check, cashiers check or bid bond here

(This Page Must Be Executed And Dated Prior To Submission Of This Bid)

EXECUTION OF PROPOSAL AND CONTRACT

On acceptance of the proposal for said work I do hereby bind the below referenced company to enter into a written contract with the Director of the Ohio Department of Transportation within ten (10) days from the date of notice of award.

Further, I acknowledge that I am fully aware of the site, plans and specifications for the above improvement and the conditions of this proposal, and I hereby agree 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 above for each item as full compensation for the work in this proposal.

Further, by my signature on this proposal I certify, under penalty of perjury and under other such penalties as the laws of the State of Ohio and the United States of America provide, that neither I nor anyone in my company or agent thereof has violated Title 23 United States Code, Section 112 Non-Collusion Affidavit, and further I certify, except as previously noted under penalty of perjury and under other such penalties as the laws of the State of Ohio and the United States of America provide, that I, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds are in compliance with the aforementioned Certification Against Debarment And Suspension Clause.

Date: _____

By: _____

Title of Officer Signing

Name of Company

Federal Tax ID No.