

PID No.: 121969
Columbiana County
COL-SR14-9.02
City of Columbiana, Ohio
SBE Goal 7%
Federal Aid No.: E241 (039)

PROPOSAL
&
CONTRACT DOCUMENTS
FOR
COL-SR14-9.02

BID OPENING:

@ 11:00 A.M. LOCAL TIME

(Exact Pre-Qualifications Name and Street Address Must Appear Below)

Submitted By: _____

Address: _____

_____ Zip Code: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Federal Tax ID Number: _____

**COL-SR14-9.02
CITY OF COLUMBIANA, OHIO**

OFFICIALS

CITY OFFICIALS

Richard Noel, Mayor

Lance Willard, City Manager

Brian Dicken, Superintendent of Wastewater

Keith Rees, Superintendent of Water

Kevin Smith, Director of Finance

Mark Hutson, Municipal Attorney

Jesse Wilson, Service Director

COUNCIL MEMBERS

Skip Liston, Council President

Ted Souder

Amanda Banner

Dan Dattilio

Ty Graham

Robert Quetot

Deann L. Davis, Clerk of Council

Documents Prepared by:

Howells and Baird, Inc.

Civil Engineers and Surveyors

1156 East State Street

Salem, Ohio 44460

Phone: 330-332-4834

Fax No.: 330-332-4058

E-mail: howbaird@howbaird.com

January 2026

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**LEGAL NOTICE
ADVERTISEMENT FOR BIDS**

Sealed bids for the construction of the **COL-SR14-9.02**, Columbiana, Ohio, will be received by the City Manager for the City of Columbiana, Ohio, in the City Hall Council Chambers in Columbiana, Ohio, 28 West Friend Street, Columbiana, Ohio 44408, until 11:00 A.M. Local, on _____ at which time and place said bids will be publicly opened and read aloud, said project includes:

- 783 CY of Excavation
- 2158 LF of Concrete Curb, Type 2
- 7938 SF of 4" Concrete Walk
- 680 LF of Storm Sewer Conduit
- 21 Each Catch Basin
- 691 CY of Asphalt Concrete

Detailed plans and specifications can be viewed in the office of Howells and Baird, Inc., 1156 East State Street, Salem, Ohio 44460, a copy of which can be obtained upon payment of **Fifty Dollars (\$50.00)**, **NONE OF WHICH WILL BE RETURNED**. Contract documents will be mailed as soon as possible after receipt of request **AND** payment for such contract documents. **PLEASE NOTE:** An **additional \$15.00 (fifteen dollars)** per set will be charged for shipping and handling costs. Checks should be made payable to Howells and Baird, Inc.

All proposals shall be sealed and marked for the **COL-SR14-9.02** and addressed to Mr. Lance Willard, City Manager, and delivered or received by mail prior to the opening date and time. Mailed bids shall be sent to the City Manager, in care of Mr. Lance Willard, 28 West Friend Street, Columbiana, Ohio 44408.

The bidders may be required to give references and such other detailed information as will enable the owner to judge responsibility, experience, skill, and financial standing. **Bidders must be pre-qualified with the Ohio Department of Transportation, Office of Contracts, for the nature of work involved.** The bidder must possess work types and perform work equal to at least 30% of the total amount of the submitted bid price.

Attention is called to the prevailing wage rates to be paid where applicable for labor and public involvement in and for Columbiana County, as ascertained by the U.S. Department of Labor under the mandate of the Davis-Bacon Act and related legislation.

DOMESTIC STEEL USE REQUIREMENTS AS DESCRIBED IN SECTION 106.09 of the 2023 ODOT CONSTRUCTION AND MATERIAL SPECIFICATIONS APPLY TO THIS PROJECT.

Bidders shall comply with the Affirmative Action-Equal Employment Opportunity requirements set forth in the Contract Documents. A bidder/contractor will be deemed committed to the goal of such bid conditions by submitting a properly signed bid. Each bidder must ensure that all employees and applicants for employment are not discriminated against because of race, color, religion, sex, handicap or national origin.

Each bid proposal must be accompanied by a bid bond with an approved surety company in the sum of one hundred percent (100%) of the amount of the bid as surety for the execution of the contract. A certified check on some solvent bank drawn and made payable to the City of Columbiana, in the sum of ten percent (10%) of the amount of the bid will be accepted in lieu of said bond.

The right is reserved to reject any and all bids, or to increase or omit any item(s), waive any informalities or irregularities and to award to the lowest and best responsible bidder.

Published in the Lisbon Morning Journal

By Order of:
Lance Willard, Municipal Manager

ENGINEER'S ESTIMATE

Engineer's Construction Cost Estimate based on these construction drawings and the specifications is **\$1,588,070.00.**

Estimate as of **January 2026.**

SECTION I
INFORMATION TO BIDDERS

INFORMATION FOR BIDDERS

BIDS will be received by the City of Columbiana, Ohio (herein called the "OWNER"), at 28 West Friend St., Columbiana, Ohio 44408 until 11:00 A.M., Local Time on _____, and then at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to Mr. Lance Willard, City Manager at 28 West Friend St., Columbiana, Ohio 44408. Each sealed envelope containing a BID must be plainly marked on the outside as BID for COL-SR14-9.02 and the envelope should bear on the outside the name of the BIDDER, his address, his license number if applicable and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER Mr. Lance Willard, City Manager, 28 West Friend St., Columbiana, Ohio 44408.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above schedule time for the opening of Bids or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimate quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID bond payable to the OWNER for 100 percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed the bonds of the two remaining unsuccessful BIDDER will be returned. The BID BOND of the successful BIDDER will be retained until the payment BOND and performance BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A performance BOND and a payment BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance BOND and payment BOND within ten (10) calendar days from the date when NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable performance BOND, payment BOND and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest and best responsible BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the SUPPLEMENTAL GENERAL CONDITIONS.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.

The ENGINEER is Howells and Baird, Inc.. His address is 1156 East State Street, Salem, Ohio 44460.

SECTION II
INSTRUCTIONS TO BIDDERS
& UTILITY NOTE

INSTRUCTIONS TO BIDDERS
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INSTRUCTIONS TO BIDDERS

PRE-QUALIFICATION: Bidders must be pre-qualified with the Ohio Department of Transportation, Office of Contracts, for the nature of work involved. The bidder must possess work types and perform work equal to at least 30% of the total amount of submitted bid price.

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.

CONTRACT DOCUMENTS: The documents covering the performance of the project include the Advertisement, Instructions to Bidders, Proposals Executed Contract, Contract Bond or Bonds, Standard Specifications, Supplementary Specifications, Addenda, Plans, References to Ohio Department of Transportation and Construction Material Specifications, Change Orders, and Subsidiary Agreements which may be entered into, all of which documents are to be treated as one instrument whether or not set forth at length in the form of Contract.

PLANS AND SPECIFICATIONS: Bidders are advised to carefully examine the Contract Drawings and Specifications for the proposed work. The Contract Drawings show the surface and underground structures likely to affect the prosecution of the work insofar as they have been determined, but the information shown is not guaranteed as being correct and complete, bidders being expected to examine the Contract Drawings and the location of the work under the ground and judge for themselves of all the circumstances affecting the cost of the work or the time required for its completion.

ADDENDA AND INTERPRETATIONS: No interpretation of the meaning of the plans, specifications or other contract documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the Engineers for the City of Columbiana and to be given consideration must be received at least six (6) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the specifications which, if issued, will be mailed by registered mail with return receipt requested (at the respective addresses furnished for such purpose), to all parties of record as having taken out a full set of plans and specifications, not later than four days prior to the date fixed for the opening of bids.

Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from any obligation under (his)(her) bid as submitted. All addenda so issued shall become part of the Contract Documents.

CONDITIONS OF WORK: Each bidder must inform himself fully of the conditions relating to construction and labor under which the work is now being or will be performed. Failure to do so will not relieve a successful bidder of (his)(her) obligation to furnish all material and labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for the consideration set forth in (his)(her) bid. Insofar as possible, the Contractor, in carrying out of (his)(her) work, must employ such methods or means as will not cause any interruption of or interference with the work of the City of Columbiana or any other Contractor, or infringe on the rights, safety, and convenience of the Public.

EXAMINATION OF SITE: Each bidder shall, and is hereby directed to, inspect the entire site of the proposed work and judge for himself as to all the circumstances affecting the cost and progress of the work and shall assume all patent and latent risks in connection therewith.

SOIL CONDITIONS: Subject to the convenience of the City of Columbiana, prospective bidders will be permitted to explore the site by making borings or digging test pits. In such event, the work shall be done at the sole expense and risk of the bidder, and (he)(she) shall maintain and restore the site to original condition.

The City of Columbiana does not guarantee the accuracy of any information or samples which is may have obtained from test borings or otherwise as to the kind or condition of the soil that may be encountered in the prosecution of the proposed work, neither does the City of Columbiana represent that the plans and specifications drawn are based upon any data so obtained. The City of Columbiana does not make any representation as to the soil conditions to be encountered or as to foundation materials. The Contractor must assume all risk as to the nature and behavior of the soil which may be encountered or of soil or water which underlies the work or is adjacent thereto, including any difficulties that may be due to quicksand or other unfavorable conditions that may be encountered in the work, whether apparent upon surface inspection or disclosed in the process of carrying forward the work.

WATER SUPPLY: All water for construction purposes, as well as the expense of having water conveyed about the work, must be provided by the Contractor and the cost of this work shall be included in the unit or lump sum prices stipulated for the various items of the work to be done under this contract.

In case the Contractor desires to obtain water from fire hydrants located along the site of the work, or from mains constructed under this contract and properly connected to the public water supply system, (he)(she) may obtain such water, but subject to all established charges and regulations. The source, quality and quantity of water furnished shall at all times be satisfactory to the Engineer.

CONTRACTOR REGISTRATION: The Contractor shall be responsible for registering with the City of Columbiana, upon contract award, and will be responsible for any registration fees, including all sub-contractors.

CITY INCOME TAX: The Contractor will be responsible for payment of City Income Tax for their employees and the employees of any sub-contractors.

WORKING FACILITIES: The plans show, in a general manner, the existing structures and the land available for construction purposes. The bidders must satisfy themselves of the conditions and difficulties that may be encountered in the execution of the work at this site.

OTHER CONTRACTS: Bidders are advised that work other than the herein contract may be in progress at the site of this construction work during the performance of the work herein. Accordingly, bidders are warned that use of the site must be such as to avoid interferences.

PERMITS: The Contractor shall take out all necessary permits from the City of Columbiana or other authorities, and shall give all notices required by law or City of Columbiana ordinance. The charge or fee for any permit issued by the City of Columbiana shall be borne by the Contractor.

PREPARATION OF PROPOSALS: Each bidder must submit a bid for each and every item of the proposal submitted and a failure to do so will render (his)(her) bid irregular and subject to rejection. Conditions, limitations or provisions attached by the Bidder to the proposal may also cause its rejection.

Proposals must be submitted on the prescribed form. All blank spaces must be filled, in ink. Each Bidder must furnish in (his)(her) proposal a summary of information relative to the facilities, ability and financial resources available for the fulfillment of the contract.

All bids must be submitted in sealed envelopes bearing on the outside, the name of the Bidder, and (his)(her) address, the name of the project. Bid Deposits and Surety Bid Letters accompanying bids shall be sealed in the Bid Envelope.

Before award is made to a Bidder not a resident of the State of Ohio, such Bidder shall designate a proper agent in the State of Ohio on whom service can be made in event of litigation.

All names must be typed or printed below the signature.

WITHDRAWAL OF PROPOSAL: No proposal may be withdrawn after it has been duly deposited. No Bidder may withdraw (his)(her) bid for a period of sixty (60) days after the opening of bids.

COMPETENCY OF BIDDERS: The City of Columbiana may make such investigation as it deems necessary to determine the ability and competency of the Bidder to perform the work. Upon request, the Bidder shall furnish evidence satisfactory to the City of Columbiana that (he)(she) has the necessary facilities, ability and financial resources to fulfill the conditions of the Contract and Specifications.

The City of Columbiana reserves the right to reject any bid received, if the investigation fails to satisfy the City of Columbiana that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work as specified.

INFORMATION TO BE FURNISHED WITH BID: In considering bids for this work, particular attention will be given to the method of construction which the bidder plans to follow; the available experienced and skilled men which (he)(she) plans to use in the prosecution of the work; the types of equipment and materials (he)(she) plans to install; and (he)(she) shall prepare and furnish this information in writing at the City of Columbiana's request.

Bidder must submit Product Data and Calculations for the pedestrian bridge structure as indicated in Section VI Pedestrian Bridge Specification, Qualified Suppliers. Any bid submitted without sufficient data and calculations will be deemed non-responsive, which may be cause for bid rejection.

Furthermore, the Bidder must, prior to the award of the contract, be prepared to discuss in detail, all matters relating to these special features of the work with the end in view that the City of Columbiana may obtain high grade workmanship and proper performance of the Contract.

APPROXIMATE QUANTITIES FOR COMPARING PROPOSALS: The quantities of work as given for each item in the Proposal are approximate and are given only as uniform basis for comparison of proposals. They are not guaranteed to be accurate statements or estimates of quantities of work that are to be performed under the contract and any departure there from will not be accepted as valid grounds for any claim for damages or loss of profits.

PRICES BID: The prices shall be written in ink in figures in the appropriate places in the proposals for the various items, and all bids will be considered irregular which contain items not specified in the forms of bids. The bid amount will be determined by the quantity of work for each item multiplied by the Unit Price. In the event of conflict, the quantity times the unit price will control over the written bid amount.

Bids will be compared on the basis of the aggregate cost as determined by the use of the schedule of approximate quantities contained in the proposal.

SIGNATURE OF BIDDERS: The firm, corporate or individual name of the bidder must be signed in ink in the space provided for the signatures on the proposed blanks. In the case of a corporation, the title of the officer signing must be stated and such officer must be thereunto duly authorized and the seal of said corporation duly affixed. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of the firm". In the case of an individual, use the terms "doing business as", or "sole owner". The Bidder shall further state in (his)(her) proposal the name and address of each person or corporation interested therein.

BIDDER'S AFFIDAVIT: Each Bidder is required to duly execute the affidavit at the end of the proposal stating that all statements and declarations made in the proposal are true to the best of (his)(her) knowledge and belief.

RIGHT TO ACCEPT OR REJECT PROPOSALS: The City of Columbiana may consider informal any bid not prepared and submitted in accordance with the provisions hereof. The City of Columbiana reserves the right to reject any or all bids, to waive any informalities or irregularities in the bids received, and to accept any bid which is deemed most favorable.

NON-COLLUSION AFFIDAVIT: The successful Bidder will be required to submit a non-collusion affidavit in the form included in the proposal herein. This affidavit shall be dated and executed after the opening of bids and before the award of the Contract is made.

EXECUTION OF CONTRACT: The Bidder to whom the Contract is awarded will be required to execute a written contract with approved sureties within ten (10) days from the date of the service of the notice to that effect. In case (he)(she) shall fail to do so, the Bid Deposit accompanying (his)(her) proposal shall thereupon be forfeited to and the amount thereof retained by the City of Columbiana as liquidated damages for any expense or delay which may be incurred in making another letting for the performance of said work, and to indemnify said City of Columbiana for any loss which it may sustain by failure of the Bidder to execute the Contract and furnish bond as aforesaid and the work may be re-advertised or let to the next higher or next best Bidder, as the City of Columbiana may determine.

PROGRESS SCHEDULE: Within ten (10) days after the award of the contract to him, the Contractor shall submit a proposed program of operation, showing clearly how (he)(she) proposes to conduct the work as to bring about the completion of (his)(her) work within the time limit specified. This program shall outline the proposed sequence of operations, the rates of progress and the dates when (his)(her) work will be sufficiently advanced to permit the installation of the work under other contracts. The work under this contract shall be so scheduled that as structures are completed, they can be placed into useful operation with a minimum of delay. The program shall be subject to the approval of the City of Columbiana.

LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT: The successful bidder, upon (his)(her) failure or refusal to execute and deliver the contract and bonds required with ten (10) days after (he)(she) has received notice of the acceptance of (his)(her) bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with (his)(her) bid.

TIME OF COMPLETION AND LIQUIDATED DAMAGES: Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project by 270 days after notice to proceed. Bidder must agree also to pay as liquidated damages the sum of \$600.00 for each consecutive calendar day thereafter.

WAGE RATES: In the event that the rate of wages paid for any trade or occupation in the locality where such work is being performed are under current collective agreements or understandings between bona fide organizations of labor and employer, then the wages to be paid shall be not less than such agreed wage rates, nor less than the minimum rates specified herein.

In case the City of Columbiana orders the Contractor to perform extra or additional work which may make it necessary for the Contractor or any sub-contractor under this Contract to employ a person in any trade or occupation for which no minimum Wage Rate is herein specified, the City of Columbiana will include in the Contract change order for such extra or additional work a minimum wage rate for such trade or occupation, and insofar as such extra or additional work is concerned, there shall be paid each employee engaged in work in such trade or occupation not less than the wage so included.

Wage rates for this project will be as per the Davis-Bacon Act.

REQUIRED INSURANCE: In accordance with the specifications, the Contractor, without restricting the obligations and liabilities assumed under the Contract Documents, shall at his own cost and expense purchase and maintain in force until final acceptance of his work, the forms of insurance coverage listed below.

Certificates in triplicate from the insurance carrier stating the limits of liability and expiration date shall be filed with the City before operation are begun. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall contain a separate express statement of compliance with each of the requirements as set forth in this section.

All policies as hereinafter required shall be so written that the City will be notified of cancellation or restrictive amendment at least ten (10) days prior to the effective date of such cancellation or amendment.

RESPONSIBILITY FOR DAMAGE CLAIMS AND LIABILITY INSURANCE: The Contractor shall indemnify and save harmless the State and all of its representatives, municipalities, counties, public utilities, any affected railroad or railway company, and any fee owner from whom a temporary right-of-way was acquired for the Project from all suits, actions, claims, damages, or costs of any character brought on account of any injuries or damages sustained by any persons or property on account of any negligent act or omission by the Contractor or its subcontractors or agents in the prosecution or safeguarding of the Work.

The Contractor shall procure and maintain insurance for liability for damages imposed by law and assumed under this Contract, of the kinds and in the amounts hereinafter provided from insurance companies authorized to do business in the State by the Ohio Department of Insurance. The cost of insurance is incidental to all contract items. Before the execution of the Contract by the Director, furnish to the Department a certificate or certificates of insurance in the form satisfactory to the Department demonstrating compliance with this subsection. Provide an insurance certificate or certificates that show that the Contractor's liability and auto policies coverage are not reduced, restricted, or canceled until 30 days written notice has been given to the Department by the insurer. Mail all certificates and notices to: Administrator, Office of Contracts, Ohio Department of Transportation, 1980 West Broad Street, Columbus, OH 43223. Upon request, the Contractor shall furnish the Department via certified copy of each policy, including the provisions establishing premiums.

The types and minimum limits of insurance are as follows:

- A. Workers' Compensation Insurance. Comply with all provisions of the laws and rules of the Ohio Bureau of Worker's Compensation covering all operations under Contract with the Department whether performed by it or its subcontractors. In addition, if a portion of the Work is performed from a barge or ship or requires unloading material from a barge or ship on a navigable waterway of the United States, it is the responsibility of the Contractor to arrange coverage for that portion of the Work under the Longshore and Harbor workers' Compensation Act *33 USC Section 901 *et seq.*)

- B. Commercial General Liability Insurance. The minimum limits for liability insurance are as follows:

General Aggregate Limit	\$2,000,000
Products - Completed Operation	
Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000

Obtain the above minimum coverages through primary insurance or any combination of primary and umbrella insurance. In addition, the Department will require the General Aggregate Limit on as per project basis.

Ensure that the Commercial General Liability Insurance policy names the State of Ohio, Department of Transportation, its officers, agents, and employees as additional insureds with all rights to due notices in the manner set about above. Obtain Explosion, Collapse, and Underground (XCU) coverage at the same limits as the commercial general liability insurance policy. In addition, if blasting is to be performed, obtain XCU coverage providing a minimum Aggregate Limit of \$5,000,000 and Each Occurrence Limit of \$1,000,000. Submit proof of insurance, endorsements and attachments to the Engineer prior to starting the Work.

- C. Comprehensive Automobile Liability Insurance. The Comprehensive Automobile Liability policy shall cover owned, non-owned and hired vehicles with minimum limits as follows:

Bodily Injury and Property Damage Liability Limits	
Each Occurrence	\$1,000,000

Insurance coverage in the minimum amounts set forth neither relieves the Contractor from liability in excess of such coverage, nor precludes the Department from taking such other actions as are available to it under any other provisions of this Contract or otherwise in law.

If the Contractor provides evidence of insurance in the form of certificates of insurance, valid for a period of time less than the period during which the Contractor is required by terms of this Contract, then the Department will accept the certificates, but the Contractor is obligated to renew its insurance from time to time, so that the Department is continuously in possession of evidence that the Contractor's insurance is according to the foregoing provisions.

If the Contractor fails or refuses to renew its insurance policies, or the policies are canceled or terminated, or if aggregate limits have been impaired by claims so that the amount available is under the minimum aggregate required, or modified so that the insurance does not meet the requirements of 107.12C, the Department may refuse to make payment of any further monies due under this Contract or refuse to make payment of monies due or coming due under other contracts between the Contractor and the Department. The Department in its sole discretion may use monies retained pursuant to this subsection to renew or increase the Contractor's insurance as necessary for the periods and amounts referred to above. Alternatively, should the Contractor fail to comply with these requirements, the Department may default the Contractor and call upon the Contractor's Surety to remedy any deficiencies. During any period when the required insurance is not in effect, the Engineer may suspend performance of the Contract. If the Contract is so suspended, the Contractor is not entitled to additional compensation or an extension of time on account thereof.

Nothing in the Contract Documents and insurance requirements is intended to create in the public or any member thereof a third-party beneficiary hereunder, nor is any term and condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

ADDITIONAL INSURED ENDORSEMENT

City of Columbiana, as Project Owner
Howells and Baird, Inc. as the Engineer
Ohio Department of Transportation

RAILROAD PROTECTIVE

If applicable, as required by Railroad (Not Applicable)

UNBALANCED BIDS: Mathematically unbalanced bid prices are those that do not reasonably reflect the cost of the item bid, inclusive of labor, equipment, profit, overhead and material costs. A bid is materially unbalanced when the Owner has reasonable doubt that an award to the Bidder submitting a mathematically unbalanced bid will not result in the lowest ultimate cost to the Owner. A materially unbalanced bid will be cause for rejection of the bid.

TAXES: Contractor will be responsible for payment of any income taxes or other taxes, required by the City of Columbiana for the contractor, contractor's employees, sub-contractors or sub-contractor's employees.

FINDING FOR RECOVERY: House Bill 95, the State of Ohio Operating Budget for fiscal years 2004,05, enacted a new provision of law (ORC Section 9.24), effective January 1, 2004, that prohibits a state agency or political subdivision from awarding a contract for goods, services or construction, which is paid for in whole or in part with state funds, to a person against whom a finding for recovery has been issued by the Auditor of State, if the finding for recovery is unresolved.

Explanation of Finds for Recovery: ORC 9.24 defines a finding for recovery as "a determination issued by the Auditor of State, contained in a report the Auditor of State gives to the Attorney General pursuant to Section 117.28 of the Revised Code, that public money has been illegally expended, public money has been collected but not been accounted for, public money is due but has not been collected, or public property has been converted or misappropriated."

Pursuant to ORC 117.28, when a finding for recovery is issued in an audit report, the legal counsel for the public office is authorized to collect the public money due within 120 days after receiving the audit report. In addition, the Auditor of State is required to notify the Attorney General of every finding for recover. If, after 120 days, the legal counsel for the public office has not initiated legal action to recover the public money due, the Attorney General is authorized to bring such an action.

ORC 9.24 (B) provides that a finding for recovery is unresolved unless any of the following criteria applies:

1. The money identified in the finding for recovery is paid in full to the state agency or political subdivision to whom the money was owed;
2. The debtor has entered into a repayment plan that is approved by the Attorney General and the state agency or political subdivision to whom the money identified in the finding for recovery is owed. A repayment plan may include a provision permitting a state agency or political subdivision to withhold payment to a debtor for goods, services, or construction provided to or for the state agency or political subdivision pursuant to a contract that is entered into with the debtor after the date the finding for recovery was issued.
3. The Attorney General waives a repayment plan described in division (2) of this section for good cause;
4. The debtor and state agency or political subdivision to whom the money identified in the finding for recovery is owed have agreed to a payment plan established through an enforceable settlement agreement.
5. The state agency or political subdivision desiring to enter into a contract with a debtor certifies, and the Attorney General concurs, that all of the following are true:
 - a. Essential services the state agency or political subdivision is seeking to obtain from the debtor cannot be provided by any other person besides the debtor;
 - b. Awarding a contract to the debtor for the essential services described in division (5)(a) is in the best interest of the state;
 - c. Good faith efforts have been made to collect the money identified in the finding of recovery.
6. The debtor has commenced an action to contest the finding for recovery and a final determination on the action has not yet been reached.

Auditor of State Database: ORC 9.24 (D) requires the Auditor of State to establish and maintain a database which is accessible to the public and which lists all persons against whom an unresolved finding for recovery has been issued, dating back to January 1, 2001. The database is also to list the amount of money identified in the finding for recovery. The statute requires the Auditor of State to update the database on a quarterly basis to reflect findings for recovery that have been resolved. Both the initial database and all updates reflecting findings that have been resolved will be based upon written reports that the Attorney General is to provide to the Auditor of State. All new findings for recovery will be added to the database immediately upon being issued by the Auditor of State.

Although the statute only requires that the database be updated to reflect resolved findings on a quarterly basis, the Auditor of State and the Attorney General have agreed to a process to allow for more frequent updates. The Attorney General will notify the Auditor of State in writing upon the resolution of a finding, and the Auditor's database will be updated upon receipt of the certification from the Attorney General.

The database required by ORC 9-24 will be accessible via the Auditor of State's web site, at www.auditor.state.oh.us. The web site will contain a search function, allowing anybody to search for a specific person by name to determine if that person has unresolved findings for recovery issued since January 1, 2001. If the person does have a finding for recovery, the web site will provide additional information about the person and the finding, as well as a link to the audit report in which the finding was issued.

If a public office is searching the database in order to comply with the provisions of ORC 9.24, the web site will allow the public office to perform a certification search. A certification search allows users to be more specific about the persons for whom they are searching and at the end of the process, if none of the search results match the person to whom the public office plans to award a contract, it can print off a certification page documenting this fact for audit purposes.

In addition to searches by name, the database will allow users to obtain a complete listing of all unresolved findings issued since 2001. The database will also contain, for informational purposes only, all persons against whom findings for recovery have been issued since January 1, 2001, even if those findings have been resolved. The database will allow users to easily distinguish between resolved and unresolved findings for recovery. Please note that only those persons who have unresolved findings for recovery are prohibited from entering into public contracts.

Responsibilities of a Public Office: ORC 9.24 (D) provides that before awarding a contract for goods, services or construction, which is paid for in whole or in part with state funds, a state agency or political subdivision is required to verify that the person does not appear in the database established by the Auditor of State.

As mentioned above, the Auditor of State and the Attorney General have agreed to a process that will keep the database as accurate and timely as possible. Nonetheless, it is still possible that a person may have resolved the finding, but the finding continues to be listed in the Auditor of State's database as unresolved. If this occurs, the public office should consult with its legal counsel about how to proceed.

Upon performing a certification search of the Auditor of State's database, if the person is not listed as having an unresolved finding for recovery, the public office may proceed with the contract. Again, when the database shows no unresolved findings for recovery for the person, the web site will offer users the option of printing out a certification page that can be maintained to demonstrate compliance with ORC 9.24 (E).

Responsibilities of a Person with an Unresolved Finding for Recovery: Any person who has an unresolved finding for recovery is prohibited from receiving a contract for goods, services, or construction, paid for in whole or in part with state funds. As described earlier in this bulletin, ORC 9.24 (B) provides the ways in which a finding for recovery may be resolved.

A finding for recovery will not be removed from the Auditor of State's database until written notification of the resolution is received from the Attorney General. Consequently, any person who wishes to resolve a finding for recovery should contact the Attorney General's Office at (614) 644-1234.

SAFETY

Paragraph 6.20 of the General Conditions makes it clear that all safety precautions during the construction process are the responsibility of the CONTRACTOR.

- 6.20 The CONTRACTOR will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:
- 6.20.1 All employees on the Work and other persons who may be affected thereby,
- 6.20.2 All the Work and all the Materials or Equipment to be incorporated therein, whether in storage on or off the site, and
- 6.20.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.

He will comply with all applicable safety and building laws and codes of federal, state, municipal and other governmental bodies for the safety of persons or property or to protect them from damage, injury or loss. (He)(she) will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for their safety and protection, including posting danger signs and other warnings against hazards, promulgation safety regulations and notifying owners of adjacent utilities. When the use or storage of explosives or other hazardous materials is necessary for the prosecution of the Work, the CONTRACTOR will exercise the utmost care and will carry on such activities under the supervision of licensed specially qualified personnel. All damage, injury or loss to any such property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, will be remedied by the CONTRACTOR.

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."

The CONTRACTOR shall maintain at his/her office or other well-known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured at the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

PROTECTION OF LIVES AND HEALTH: In order to protect lives and health of their employees under the contract, the Contractor shall comply with all pertinent provisions of the “Manual of Accident Prevention in Construction” issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract.

CONTRACT TERMINATION: Termination of the Contract for convenience of the Department (City) as described in Section 108.09 of the 2023 ODOT CMS is hereby incorporated into the specifications.

MATERIALS MANAGEMENT PROCESS: All materials not specifically listed below, must be supplied by certified ODOT suppliers. The Contractor will notify the Construction Project Engineer (CPE) and the Construction Monitor (CM) of the start date of the project, a minimum of three days before actual work begins.

- * Aggregate, to be provided by a certified ODOT supplier.
- * Asphalt Concrete production and testing will be performed according to ODOT Supplement 1056. Simply stated, all asphalt concrete specified in plans will be ODOT Item 448. All asphalt concrete supplied will be from ODOT approved Job Mix Formulas (JMF's). As part of ODOT's Quality Assurance procedures, ODOT will perform periodical plant testing and monitoring of asphalt concrete production. Forty-eight (48) hours before significant asphalt concrete production is to begin, the CPE shall notify the CM so that plant monitors are available and aware of the JMF to be used.
- * Miscellaneous materials, such as guardrail, pipe, catch basins, manholes, signs, posts, lighting fixtures, etc. shall be provided by a certified ODOT supplier and field inspected for defects prior to incorporation into the project.
- * Small quantities, with the written approval of the CPE, non-tested Portland cement concrete and asphalt concrete materials may be incorporated into the project, from ODOT certified suppliers provided the quantity is less than 50 cubic yards.

ODOT LOCAL LET BID TEMPLATE INCORPORATION: The required contract provisions for federal-air construction contracts (contained in ODOT's Local Let Federal Bid Doc. Template 11/18/2025 Revision) in Section I are hereby incorporated. The following rules and regulations shall apply to all work to be done under this contract. If any provisions of these rules and regulations conflict with any other clauses of this contract, the ODOT LPA Template shall govern.

CONTRACT TERMINATION: Termination of the Contract for convenience of the Department (City) as described in Section 108.09 of the 2023 DOT CMS is hereby incorporated into the specifications.

DISPUTE RESOLUTION: This specification is the city’s dispute resolution and administrative claim process based on the partnering approach to construction administration. The Contractor must follow this process in order to resolve disputes on the project.

The Contractor must exhaust this process prior to filing an action in the Ohio Court of Claims. These procedures do not compromise the Contractor’s 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 city 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 city personnel and the Contractor.

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

Disputes and claims subject to review by the city include:

1. Interpretation of specifications, standard drawings, plans, the proposal, working drawings, change orders, and orders by city personnel having authority over the project.
2. Differing site conditions as defined in 104.02.B of the 2023 ODOT Construction and Material Specifications.
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.
 - d. Extra work ordered under 104.02.F and the policy on Change Orders.
 - e. Acts or inaction of the city or other government agencies.
4. Adequacy and construct ability of the plan design.
5. Contract time extensions due to weather, shortages of labor, equipment, or materials, or other causes beyond the Contractor’s control as defined in 108.06 and the current Policy 27-012(P) B Time Extensions and Waiver of Liquidated Damages.
6. Other subjects mutually agreed upon by the City 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 city 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 city 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 Engineer 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 (Executive Level):

A three (3) person board designated by the city Mayor will review disputes that are escalated to Step 3.

To prepare for a Dispute Resolution review, the city Engineer 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 city Mayor on the status of the dispute. The dispute number will consist of the city 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. (Example: 79-6-2003-1)

Dispute Documentation:

The Contractor shall submit documentation of the dispute to the city Mayor (4 copies) and city Engineer 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 will terminate further review of the dispute and will 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 city, project number, Contractor name, subcontractor, or supplier, if involved in the dispute, and dispute number. The Mayor will schedule a hearing on the dispute within fifteen (15) working days of receiving acceptable dispute documentation or as otherwise agreed to by the Dispute Resolution Board and the Contractor. The Contractor's position on the dispute will be presented by executive officers of the Contractor (maximum three). The city Engineer will present the reasons the dispute was not resolved. The Dispute Resolution Board will issue a written decision on the dispute, within fifteen (15) working days of the hearing.

CHANGE ORDER REVIEW PROCESS: Only work necessary to complete the project as originally intended may be added by change order.

All significant change orders must be approved by City of Columbiana and by ODOT's District Construction Administrator (DCE) prior to the contractor performing the work.

All change orders will be processed per item 109 of the ODOT Construction and Material Specifications.

UTILITY NOTE
Columbiana County – COL-SR14-9.02
Columbiana, Ohio
PID No. 121969

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

All locations are approximate unless otherwise stated.

City of Columbiana: Water, Sewer, and Electric

Sanitary Sewer: Relocations are included as project items.

Water: Relocations are included as project items.

Electric: The anchor guy at Station 88+16, 31' RT will be removed by the Electric Department, by April 30, 2026.

Ohio Edison Company: Electric

No relocations are anticipated within the project limits.

AT&T: Aerial and Underground Telecommunication Lines

No Aerial or underground AT&T line relocations are anticipated within the project limits.

Comcast Cable: Aerial CATV Cable

No Relocations are anticipated within project limits.

Columbia Gas of Ohio: Underground Gas Lines

The existing gas lines from STA 88+55 to STA 97+10 will be abandoned and replaced by Columbia Gas, from STA 88+55, 28' RT to STA 91+00, 28' RT to STA 91+75, 35' RT to STA 97+10, 35' RT, by April 30, 2026.

SECTION III
BID FORMS

BID FORMS

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BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto CITY OF COLUMBIANA AND OHIO DEPARTMENT OF TRANSPORTATION as OWNER and obligee in the penal sum of the dollar amount of the BID submitted by the Principal to the OWNER on _____ to undertake the PROJECT known as

COL-SR14-9.02

The penal sum referred to herein shall be the dollar amount of the Principal's BID to the OWNER, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the OWNER which are accepted by the OWNER. In no case shall the penal sum exceed the amount of 100 percent of the BID including any alternates which may be accepted. For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, 20____. The CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal has submitted a BID in the amount of

NOW, THEREFORE, if the OWNER accepts the BID of the Principal and the Principal fails to enter into a proper Agreement in accordance with the BID, PLANS, DETAILS, SPECIFICATIONS, and bills of material, and in the event the Principal pays to the OWNER the difference not to exceed 10 percent of the penalty hereof between the amount specified in the BID and such larger amount for which the OWNER may in good faith contract with the next lowest BIDDER to perform the WORK covered by the BID; or in the event the OWNER does not award the Contract to the next lowest BIDDER and resubmits the PROJECT for bidding, the Principal pays to the OWNER the difference not to exceed 10 percent of the penalty hereof between the amount specified in the BID, or the costs, in connection with the resubmission, of printing new CONTRACT DOCUMENTS, required advertising, and printing and mailing notices to prospective BIDDERS, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the OWNER accepts the bid of the Principal and the Principal within 10 days after the awarding of the contract enters into a proper Agreement in accordance with the BID, PLANS, DETAILS, SPECIFICATIONS, and bills of material, which said Contract is made a part of this BOND the same as though set forth herein.

NOW ALSO, if the said _____ shall well and faithfully do and perform the things agreed by _____ to be done and performed according to the terms of said Agreement; and shall pay all lawful claims of SUBCONTRACTORS, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said Agreement; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the OWNER herein; then this obligation shall be void; otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said Agreement or in or to the PLANS or SPECIFICATIONS therefore shall in any wise affect the obligations of said Surety on its BOND.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

Address

Surety

Address

By

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Departments most current list (Circular 570 as amended) and must not exceed the underwriting limitation.

Surety companies and their agents or attorneys-in-fact must be authorized to transact business in the state where the PROJECT is located and shall furnish proof of such authorization in the BID.

FEDERALLY REQUIRED EEO CERTIFICATION

State of OHIO

County of COLUMBIANA

BID Identification COL-SR14-9.02

CONTRACTOR _____, being first duly sworn, deposes and says that he (has) (has not) participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246 and that he (has)(has not) filed with the Joint Reporting Committee, the Director or the Office of Federal Contract Compliance, a Federal Government Contract Compliance, a Federal Government contracting or administering agency, or the former President’s Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements. *The Bidder must circle the appropriate has or has not above.*

The Bidder hereby certifies that he

Signed: _____

Subscribed and sworn to before me this _____ day of _____ 20____

(Notary Public)

My Commission Expires: _____

Seal of Notary:

BIDDER'S AFFIDAVIT

(This Affidavit is Part of the Proposal)

STATE OF _____)

)

§:

COUNTY OF _____)

_____ being duly sworn, deposes and says that (he)(she) resides at _____, that (he)(she) is the _____ who signed the above Proposal or bid, that (he)(she) was duly authorized to sign and that the bid is the true offer of the Bidder, that the seal attached is the seal of the Bidder and that all the declarations and statements contained in the bid are true to the best of (his)(her) knowledge and belief.

(Affiant)

Subscribed and Sworn to before me this _____ day of _____ 20____.

(Notary Public)

My Commission Expires: _____

(SEAL)

BID

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____ doing business as

To the City of Columbiana, Ohio, (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of COL-SR14-9.02.

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that his BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and fully complete the PROJECT within 270 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$600 for each consecutive calendar day thereafter as provided in Section 108.07 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

*Insert "a corporation", "a partnership", or "an individual" as applicable.

COL-SR14-9.02 Bid Proposal Form

Ref. No.	Item No.	Item Description	Unit	Quantity	Labor & Material Unit Price	Bid Amount
		Roadway				
1	201 11000	Clearing & Grubbing	Lump	1		
2	202 23000	Pavement Removed	SY	247		
3	202 98100	Removal Misc.: 40" Ø Rock Removed	Each	1		
4	202 98100	Removal Misc.: Wood Post Removed & Replaced	Each	1		
5	202 98200	Removal Misc.: Wood Wall Removed	LF	12		
6	202 69050350	Removal Misc.: Mailbox Removed and Reset	Each	5		
7	202 30000	Walk Removed	SF	20		
8	202 32000	Curb Removed	LF	241		
9	202 32500	Curb and Gutter Removed	LF	413		
10	202 35100	Pipe Removed, Under 24" Diameter and Under	LF	515		
11	202 58100	Catch Basin Removed	Each	10		
12	203 10000	Excavation	CY	783		
13	203 20000	Embankment	CY	839		
14	204 10000	Subgrade Compaction	SY	4006		
15	204 45000	Proof Rolling	Hour	5		
		Drainage				
16	602 20000	Concrete Masonry	CY	0.2		
17	605 11100	6" Shallow Pipe Underdrain	LF	1882		
18	611 00900	6" Conduit, Type B	FT	60		
19	611 04400	12" Conduit, Type "B" (707.33)	FT	505		
20	611 04600	12" Conduit, Type "C" (707.33)	FT	111		
21	611 07400	18" Conduit, Type "C" (707.33)	FT	4		
22	611 98150	Standard No. 3 Catch Basin	Each	1		
23	611 98180	Standard No. 3A Catch Basin	Each	12		
24	611 98470	Standard No. 2-2B Catch Basin	Each	7		
25	611 98510	Standard No. 2-3 Catch Basin	Each	1		

COL-SR14-9.02 Bid Proposal Form

Ref. No.	Item No.	Item Description	Unit	Quantity	Labor & Material Unit Price	Bid Amount
26	611 98630	Catch Basin Adjusted to Grade	Each	8		
27	611 99900	Conduit Misc.: 24" x 24" x 24" Tee (707.33) w/(2) Lg. 24" Conduit & Masonry Collars	Each	1		
28	611 99820	Miscellaneous Metal	LB	500		
		Pavement				
29	254 01000	Pavement Planing, Asphalt Concrete(T=3")	SY	7214		
30	254 01001	Pavement Planing, Asphalt Concrete (T=1.5"), As Per Plan	SY	140		
31	301 56000	8" Asphalt Concrete Base, PG64-22 (449)	CY	292		
32	304 20000	4" Aggregate Base	CY	115		
33	304 20000	6" Aggregate Base	CY	372		
34	304 20000	8" Aggregate Base	CY	111		
35	407 10000	Tack Coat, Applied at Rate of 0.04 Gal./S.F.	Gal.	325		
36	441 70100	1-1/4" Asphalt Concrete Surface Course, Type 1, (449) PG70-22M	CY	288		
37	441 70300	1-3/4" Asphalt Concrete Intermediate Course, Type 2, (449)	CY	372		
38	441 70301	2-1/2" Asphalt Concrete Intermediate Course, Type 1, (449) (Driveways), As Per Plan	CY	31		
39	602 97000	Masonry Misc.: Modular Block Wall	SF	920		
40	602 98100	Masonry Misc.: Cap Unit w/42" (h) Handrailing (517.06)	FT	275		
41	608 10000	4" Concrete Walk	SF	7938		
42	608 52000	Curb Ramp, Type 2A	SF	685		
43	609 12000	Combination Concrete Curb & Gutter, Type 2	LF	2158		
		Water Work				
44	638 20046	6" Ductile Iron Waterline	FT	141		
45	638 20536	6" Gate Valve	Each	1		
46	638 20706	12" x 6" Tapping Sleeve & 6" Gate Valve	Each	2		
47	638 20750	6" Fire Hydrant	Each	1		
48	638 20754	Fire Hydrant Removed & Reset	Each	1		
49	638 20760	Fire Hydrant Removed and Disposed of	Each	1		
50	638 20770	1" Type K Copper Service Waterline	FT	26		
51	638 20778	2" Type K Copper Service Waterline	FT	323		

COL-SR14-9.02 Bid Proposal Form

Ref. No.	Item No.	Item Description	Unit	Quantity	Labor & Material Unit Price	Bid Amount
52	638 98000	Water Work Misc.: Cut and Cap Existing 6" C.I. Waterline	Each	2		
53	638 98000	Water Work Misc.: Cut and Cap Existing 8" C.I. Waterline	Each	1		
54	638 98000	Water Work Misc.: 6"-90° Ductile Iron Anchor Elbow	Each	1		
55	638 98000	Water Work Misc.: 6"-45° Ductile Iron Elbow	Each	2		
56	638 98000	Water Work Misc.: 6"x 6"x 6" Ductile Iron Tee	Each	1		
57	638 98000	Water Work Misc.: 6" Dresser Coupling	Each	1		
58	638 98000	Water Work Misc.: 1" Tapping Saddle and Corporation Stop	Each	1		
59	638 98000	Water Work Misc.: 2" Tapping Saddle and Corporation Stop	Each	6		
60	638 98000	Water Work Misc.: Service Stop and Service Box	Each	6		
		Sanitary Sewer				
61	202 35101	Pipe Removed 24" Diameter and Under, As Per Plan	FT	34		
62	202 58000	Manhole Removed, Sanitary	Each	1		
63	611 01801	8" Conduit, Type B (707.45), As Per Plan	Each	34		
64	611 99575	Manhole No. 3, Sanitary, As Per Plan	Each	1		
65	611 99654	Manhole, Adjust to Grade	Each	1		
66	611 99901	Drainage Structure Misc.: Manhole Coring & Link Seal, As Per Plan	Each	1		
		Traffic Control				
67	630 85100	Removal of ground Mounted Sign and Re-Erection	Each	6		
68	646 10000	Edge Line 4"	Mile	0.5		
69	646 10100	Lane Line 4"	Mile	0.04		
70	646 10200	Center Line (Double Yellow)	Mile	0.2		
71	646 10201	Center Line (Solid Single Yellow)	Mile	0.4		
72	646 10201	Center Line (Dashed Yellow)	Mile	0.4		
73	646 10400	Stop Line	Foot	52		
74	646 10510	Crosswalk Line 12"	Foot	194		
75	646 10520	Crosswalk Line 24"	Foot	91		
76	646 10601	Transverse/Diagonal Line (Yellow)	Foot	228		

COL-SR14-9.02 Bid Proposal Form

Ref. No.	Item No.	Item Description	Unit	Quantity	Labor & Material Unit Price	Bid Amount
77	646 20300	Lane Arrow	Each	16		
		Maintenance of Traffic				
78	614 11001	Maintaining Traffic, As Per Plan	Lump	1		
79	614 11110	Law Enforcement Officer W/Patrol Car for Assistance	Hour	60		
80	614 22000	Temporary Edge Line Class 1	Mile	0.52		
79	616 10000	Water	M.Gal.	2		
		Incidentals				
80	103 05000	Premium for Contract Performance and Payment Bond	Lump	1		
81	619 16000	Field Office, Type A	Month	9		
82	623 10000	Construction Layout Stakes and Surveying	Lump	1		
83	624 10000	Mobilization	Lump	1		
		Erosion Control				
84	659 00500	Seeding and Mulching, Class 1	SY	2524		
85	659 20000	Commercial Fertilizer	Ton	0.23		
86	659 31000	Lime	Acre	0.52		
87	659 35000	Water	M.Gal.	6.8		
88	832 30000	Erosion Control	Each	10000		

Date Set for Completion: **270** Calendar Days after "Notice to Proceed".

The "TOTAL AMOUNT OF THE BID", based in the "Approximate Unit Quantities" given below times the unit prices specified by the bidder amounts to the sum of

and _____/100 Dollars \$ _____ (in ink)

To the Mayor of the: 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 above for each item as full compensation for the work in this proposal.

Contractor's Name: _____

(Please Print)

Contractor's Signature: _____

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

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

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

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

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

SECTION IV
CONTRACT FORMS

CONTRACT FORMS

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CERTIFICATION

I, _____, certify that I am the Secretary of the Corporation named as Contractor herein; that _____, who signed this Agreement on behalf of the Contractor, was then _____ of said Corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed:

Subscribed and sworn to before me

This _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Seal of Notary:

NONCOLLUSION AFFIDAVIT

State of OHIO

County COLUMBIANA

BID Identification COL-SR14-9.02

CONTRACTOR: _____, being first duly sworn, deposes and says that he is _____ (sole owner, a partner, president, secretary, etc.) of _____, the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such BID is genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham BID, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham BID, or that anyone shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the BID price of said BIDDER, or to fix any overhead, profit, or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the OWNER awarding the Contract or anyone interested in the proposed Contract; that all statements contained in such BID are true; and, further, that said BIDDER has not, directly or indirectly, submitted (his)(her) BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in (his)(her) general business.

Signed: _____
(Contractor)

Subscribed and sworn to before me this _____ day of _____ 20____

(Notary Public)

My Commission Expires: _____

Seal of Notary:

Seal of Notary:

FINDING FOR RECOVERY

State of OHIO

County of COLUMBIANA

BID Identification COL-SR14-9.02

CONTRACTOR _____, being first duly sworn, deposes and says that he is _____ (sole owner, a partner, president, secretary, etc.) of _____, the party making the foregoing BID, hereby affirms under oath, pursuant to Section 9.24 of the Ohio Revised Code, that at the time the Bid was submitted, my company (was)(was not) charged with a Finding for Recovery issued by the Auditor of the State of Ohio.

Signed: _____
Contractor

Subscribed and sworn to before me this _____ Day of _____ 20____

Notary Public

My Commission Expires: _____

Seal of Notary:

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20 _____, by and between City of Columbiana, hereinafter called "OWNER" and _____ doing business as (an individual,) or (a partnership,) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of

COL-SR14-9.02

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 270 days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____,

or as shown in the BID schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) Advertisement For BIDS
- (B) Information For BIDDERS
- (C) Instructions to BIDDERS
- (D) BID
- (E) BID BOND
- (F) Agreement
- (G) General Conditions
- (H) SUPPLEMENTAL GENERAL CONDITIONS
- (I) Payment BOND
- (J) Performance BOND
- (K) NOTICE OF AWARD
- (L) NOTICE TO PROCEED
- (M) CHANGE ORDER
- (N) ODOT LPA Template Required Contract Provisions
- (O) DRAWINGS prepared by Howells and Baird, Inc. numbered _____ through _____, and dated _____, 20 _____
- (N) SPECIFICATIONS prepared or issued by Howells and Baird, Inc., dated _____, 20 _____.

(O) ADDENDA:

No. _____, dated _____, 20 _____

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. The Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (3) each of which shall be deemed an
Number of Copies
original on the date first above written.

OWNER: _____

By _____
(signature)

Name _____
(please type or print)

Title _____

(SEAL)

ATTEST:

(signature)

Name _____
(please print or type)

Title _____

CONTRACTOR:

(signature)

Name _____
(please type or print)

Title _____

Address _____

(SEAL)

ATTEST:

(signature)

Name _____
(Please print or type)

Title _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

The City of Columbiana and Ohio and the Ohio Department of Transportation
(Name of Owner)

28 West Friend Street, Columbiana, Ohio 44408
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, \$(_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by the presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

COL-SR14-9.02

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of
(Number)

which shall be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

Principal

Principal Secretary

(SEAL)

BY _____(S)

Address

Witness as to Principal

Address

Surety

ATTEST:

BY _____

Witness as to Surety

Address

Address

NOTE: Date of BOND must not be prior to date of CONTRACT.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

and _____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

The City of Columbiana, Ohio, and the Ohio Department of Transportation
(Name of Owner)

28 West Friend Street, Columbiana, Ohio 44408
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars, \$ (_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

COL-SR14-9.02

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with construction of such WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of
(Number)
which shall be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

Principal

Principal Secretary

(SEAL)

BY _____(S)

Address

Witness as to Principal

Address

Surety

ATTEST:

BY _____

Witness as to Surety

Address

Address

NOTE: Date of BOND must not be prior to date of CONTRACT. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

Authorization of the Surety Agent to execute the bond and financial statement shall be attached to each copy of the Surety Bond.

If the Bonding Company is a foreign corporation, proper certificate authorizing it to do business in the State of Ohio shall also be attached to each copy of the Surety Bond.

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

STATE OF _____)

COUNTY OF _____)

§:

On this _____ day of _____, 20____, before me personally came and appeared _____
_____ to me known, who, being by me duly sworn, did depose and say
that (he)(she) resides at _____
that (he)(she) is the _____ of _____
_____, the corporation described in
and which executed the foregoing instrument; that (he)(she) knows the seal of said corporation; that one
of the impressions affixed to said instrument is an impression of such seal; that it was so affixed by order
of the directors of said corporation, and that (he)(she) signed (his)(her) name thereto by like order.

(Notary Public)

My Commission Expires: _____

(SEAL)

ACKNOWLEDGEMENT OF PRINCIPAL, IF A FIRM OR PARTNERSHIP

STATE OF _____)

COUNTY OF _____)

§:

On this _____ day of _____ 20____, before me personally came and
appeared _____ to me known and known to me to be
one of the members of the firm of _____
_____ described in and who executed the foregoing instrument and (he)(she)
acknowledged to me that (he)(she) executed the same as and for the act and deed of said firm.

(Notary Public)

(SEAL)

APPROVAL OF LEGAL OFFICER

I, the undersigned _____ the duly authorized and acting legal representative of the City of Columbiana, Ohio, do hereby certify as follows:

I have examined the foregoing documents covering the performance of the Project which include the Advertisement, Instructions to Bidders, Proposal as to Form, Executed Contract, Performance Bonds, Payment Bonds and Surety Bonds, Bidder's Affidavits, Contractor's Bid Letter, Proposal Form, Original Policies for owner's protection both bodily injury and property damage and certificates of additional insurance as may be required, Acknowledgement of Bidders, Payment Bonds, Non-Collusion Affidavits and all other instruments that are a component part of the Proposal and contract and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provisions thereof.

(Signature)

(Title)

Dated this _____ day of _____, 20_____.

FISCAL OFFICER

I, _____, hereby certify that I am the qualified and acting fiscal officer of the City of Columbiana, Ohio, that the amount of money to wit, \$ _____ required to meet the cost of the attached Agreement between:

City of Columbiana, Ohio
(Owner)

And _____
(Contractor)

has been lawfully appropriated for the purpose of said Agreement and the money so appropriated is on deposit (in process of collection) to the credit of the appropriate fund free from any previous encumbrances.

(Signature)

(Date)

(Name)

(Title)

NOTICE OF AWARD

To: _____

PROJECT Description: _____ COL-SR14-9.02 _____

The OWNER has considered the BID submitted by you the above-described WORK in response to its Advertisement for Bids dated _____ and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$_____.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20 ____.

Owner

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by _____,

this the _____ day of _____, 20____

BY _____

Title _____

NOTICE TO PROCEED

To: _____

Date: _____

Project: _____ COL-SR14-9.02 _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____,
20____, on or before _____ 20____,
and you are to complete the WORK within 270 consecutive calendar days thereafter. The date of
completion of all WORK is therefore _____, 20 _____.

Owner

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by

this the _____ day of, _____ 20 _____

By _____

Title _____

COMPLETION AFFIDAVIT

STATE OF OHIO)
) §:
COUNTY OF COLUMBIANA)

being first duly sworn, deposed and says that (he)(she) is _____ (sole owner, a partner, president, secretary, etc.) of _____ the Party that entered into a contract with the City of Columbiana, Ohio on the _____ day of _____, 20____, for the COL-SR14-9.02 project and that all claims and obligations for services, labor, payroll records, tools, appliances, materials, equipment, and damages to personal property and/or bodily injury arising in connection with this contract have been satisfactorily settled.

Signed _____

Sworn to and subscribed before me, a Notary Public, this _____ day of _____ 20____.

Notary Public

My Commission Expires _____

(Seal)

CHANGE ORDER

Order No. _____

Date: _____

Agreement Date: _____

NAME OF PROJECT: COL-SR14-9.02

OWNER: CITY OF COLUMBIANA, OHIO

CONTRACTOR: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$ _____

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$ _____

The CONTRACT PRICE due to this CHANGE ORDER will be (increased, decreased)

by \$ _____

The new CONTRACT PRICE including this CHANGE ORDER will be \$ _____

Change to CONTRACT TIME: The CONTRACT TIME will be (increased, decreased)

by _____ calendar days.

The date for completion of all work will be _____ (Date).

Approvals Required: To be effective this Order must be approved by the Federal agency if it changes the scope or objective of the PROJECT, or may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Requested By: _____
(Contractor's Signature) (Date)

Recommended By: _____
(Engineer's Signature) (Date)

Accepted By: _____
(Grantee's Signature) (Date)

Federal Agency Approval: _____

**AFFIDAVIT OF CONTRACTOR
OR SUB-CONTRACTOR**

PREVAILING WAGES

I, _____,
(Name of person signing affidavit) (Title)

of the _____, do hereby certify that the wages paid to all employees for the full number of hours worked in connection with the Contract to the Improvement, Repair and Construction of:

COL-SR14-9.02, COLUMBIANA, OHIO
(Project and Location)

during the following period from _____ to _____

is in accordance with the prevailing wage prescribed by the contract document.

I further certify that no rebates or deductions for any wages due any person have been directly or indirectly made other than those provided by law.

(Signature of Officer or Agent)

Sworn to and subscribed in my presence this _____ day of _____, 20____.

(Notary Public)

This affidavit must be executed and sworn to by the office or agent or the Contractor or Subcontractor who supervises the payment of employees, before the owner will release the surety and/or make a final payment due under the terms of the Contract.

WAIVER OF LIEN

TO WHOM IT MAY CONCERN:

Whereas, the undersigned, _____, has furnished

to _____

for the project known as _____

No, therefore, _____ for and in consideration of the
sum of _____ Dollars,
the receipt of which is hereby acknowledged, and being requested to give a partial waiver to the extent of
this payment only, does hereby wave and release to the extent of this payment only any and all lien or
claim of or right to lien on the above-described premises and the improvements thereon under the statutes
of the State of _____ relating to mechanics' liens, on account of labor or materials, or both,
furnished by _____ to or on account of _____
_____ for the above-described project.

Dated this _____ day of _____, 20_____.

By: _____

Title: _____

SECTION V
ODOT - LOCAL LET FEDERAL
BID DOCUMENT

ODOT Local-let Federal Bid Doc Template
ODOT’s LPA Template (ODOT Specification Book and LPA Specification Book)
Required Contract Provisions

1 ODOT’S 2023 CONSTRUCTION AND MATERIAL SPECIFICATIONS (C&MS) AND ITS SUPPLEMENTS

ODOT’s Construction and Material Specifications (C&MS) and its supplements are fully incorporated by reference, as if they were rewritten here. This incorporation does not affect the order of precedence outlined in Section 105.04 of the C&MS Manual.

When bidding on this project, the Prime Contractor should replace the terms “the department,” “the engineer,” “the DCE,” and “the DCA” with “the Local Public Agency (LPA).” Additionally, this document does not change the LPA’s duty to comply with the Ohio Revised Code (O.R.C.), local ordinances, and/or other applicable requirements.

2 PN (PROPOSAL NOTE) 100 FOR LPA PROJECTS

LPAs have the option to incorporate PN 100 into their contracts to include specific preferences.

PN 100 Inclusion Options (Check One):

- **PN 100 is included in the contract**
- **PN 100 is not included in the contract**

If PN 100 is included, it must be edited and added to the contract.

3 PN 133 – 07/18/2025 – PRODUCTS PRODUCED IN THE UNITED STATES

The requirements of this note replace the domestic material requirements in 106.09 of the C&MS.

Furnish products that are produced in the United States according to the applicable provisions of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. No. 117-58, which includes the Build America, Buy America Act (BABA) Pub. L. 117-58, §§ 70901-27, and 23 CFR 635.410.

A. Federal Requirements. All steel or iron products incorporated permanently into the work must be made of steel or iron produced in the United States and all subsequent manufacturing must be performed in the United States. “Manufacturing” is any process that modifies the chemical content; physical shape or size; or final finish of a product. Manufacturing as it relates to steel or iron products begins with the initial melting and mixing and continues through the bending and coating stages.

“Manufactured products” means articles, materials, or supplies that have been processed into a specific form and shape, or combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies. If a domestic product is taken out of the United States for any process, it becomes a foreign source material.

All manufactured products used in the project must be manufactured in the United States (“final assembly requirement”) and have greater than 55 percent of the manufactured product’s components,

by cost, be mined, produced, or manufactured in the United States (“55 percent requirement”). “Component” means an article, material, or supply, whether manufactured or unmanufactured, incorporated directly into a manufactured product or, where applicable, an iron or steel product. If a manufactured product is predominately iron, steel or a combination of both it must meet the above requirements for steel or iron products. Predominately iron or steel or a combination of both means the total cost of the iron and steel content exceeds 50 percent of the total cost of all its components. Manufactured products on projects that receive Federal authorization on or after October 1, 2025 must meet the final assembly requirement. Manufactured products on projects that receive Federal authorization on or after October 1, 2026 must meet the final assembly requirement and the 55 percent requirement.

All construction materials must be manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- Non-ferrous metals;
- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Fiber optic cable (including drop cable);
- Optical fiber;
- Lumber;
- Engineered wood; and
- Drywall.

To provide clarity to item, product, and material manufacturers and processors, we note that items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials. For example, a plastic framed sliding window should be treated as a manufactured product while plate glass should be treated as a construction material.

Construction materials brought on site and combined with other materials are not considered manufactured products.

Precast concrete products that are classified as manufactured products must have their predominantly iron or steel components meet the above requirements for iron and steel. The cabinets or other enclosures of intelligent transportation systems and other electronic hardware systems that are installed in the highway right of way and classified as manufactured products must comply with the above requirements for iron and steel if the cabinet or enclosure is predominately iron or steel.

B. Exceptions. The Director may grant specific written permission to use non-domestic steel or iron products in any type of construction in accordance with 23 CFR 635.410(b)(4). The Director may grant such exceptions under the following condition:

- The cost of products to be used does not exceed 0.1 percent of the total contract cost, or \$2,500, whichever is greater. The cost is the value of the product as delivered to the project.

The Director may grant specific written permission to use non-domestic construction materials or manufactured products in any type of construction in accordance with 2 CFR Part 184. The Director may grant such exceptions under the following conditions:

- The total value of the non-compliant products is no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project; or
 - applicable costs are defined as the cost of materials (including the cost of any manufactured products) used in the project that are subject to a domestic preference requirement
 - the actual cost of the materials, not the anticipated cost of those materials.
- The total amount of the federal financial applied to the project, through awards or subawards, is below \$500,000;

The Prime Contractor may request an exception on forms provided by the Department.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

C. Proof of Domestic Origin. Furnish certification to the engineer showing the domestic origin of all products covered by this section before they are incorporated into the work. The Daily Source Report form itself is not acceptable certification of domestic origin. Acceptable documentation could be a specification sheet or cut sheet with the country of origin identified on the sheet. Non-domestic product(s) incorporated into the work does not relieve the Prime Contractor of any responsibility to correct the work up to and including removal and replacement of the non-domestic product(s). Products without a traceable domestic origin will be treated as a non-domestic product.

4 PREQUALIFICATION

Only ODOT-prequalified contractors are eligible to submit bids for this project. Prequalification status must be in force at the time of bid, at the time of award, and through the life of the construction contract. For work types that ODOT does not prequalify, the LPA must still select a qualified contractor. Subcontractors are not subject to the prequalification requirement. **The Prime Contractor must perform no less than 30 percent of the total original contract price.**

5 FEDERALLY REQUIRED EQUAL EMPLOYEMENT OPPORTUNITY CERTIFICATION FORM

The bidder hereby certifies that he or she **has, has not**, participated in a previous contract or subcontract subject to the equal opportunity clause, and that he or she **has, has not**, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal

Government Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity ("EEO"), all reports due under the applicable filing requirements. **The bidder must circle the appropriate "has" or "has not" above.**

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

The EEO Certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)) and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause (41 CFR 60-1.4). Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5.

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

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

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

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

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

Regarding any other matter not yet ready for the formal process described within this section, initial contact should be made with the Branch of Construction Wage Determinations by writing to:

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

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

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

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

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

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

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

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

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

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

This USDOL wage decision may be viewed at <https://sam.gov/wage-determinations>.

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

- 1) The USDOL Regulations, 29 CFR 5.5, 5.31, and 5.32, most recent revision at contract execution.
- 2) Form FHWA-1273 (most recent revision at contract execution) Part IV. Payment of Predetermined Minimum Wage and Part V. Statements and Payrolls.

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

The Prime Contractor and all subcontractors shall pay all wages and fringe benefits by company check. All payroll records and canceled pay checks shall be maintained for at least three years after final acceptance as defined in Section 109.12 of the C&MS. The Prime Contractor's and all subcontractor's payroll records and canceled pay checks shall be made available for inspection by ODOT and USDOL, upon request, anytime during the life of the contract, and for three years thereafter by USDOL.

Additionally, the Prime Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.

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

The Prime Contractor and subcontractors shall submit certified payrolls each week beginning three weeks after the start of work. These payrolls shall include but not limited to the following:

1. Employee name, address, social security number, classification, and hours worked.
2. The basic hourly and overtime rate paid, total pay, and the manner in which fringe benefit payments have been irrevocably made.
3. The contract ID and pay week dates.
4. Signature of an authorized company representative.

Additionally, a copy of the "Apprentice Certification" obtained from the Ohio State Apprenticeship Council, must accompany all certified payrolls submitted for all apprentices working on this project.

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

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

9 LIMITATION ON USE OF CONTRACT FUNDS FOR LOBBYING

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

agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. The prospective bidder also agrees by submitting his or her bid proposal that he or she shall require the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subcontractors shall certify and disclose accordingly.

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

In accordance with 23 U.S.C. 112 and O.R.C. 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/she or his/her 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 also constitute signature of this Non-Collusion Affidavit as permitted by 28 U.S.C. 1746.

REPORTING BID RIGGING

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m. Eastern Standard 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 USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

Knowledge of possible bid rigging, bidder collusion, or other fraudulent activities can also be reported via e-mail (hotline@oig.dot.gov) or through their website [Report Fraud Hotline | DOT OIG](#)

11 DRUG FREE SAFETY PROGRAM

During the life of this project, the Prime Contractor, and all its subcontractors that provide labor on the project site, must be enrolled in and remain in good standing in the Ohio Bureau of Worker's Compensation (OBWC) Drug-Free Safety Program (DFSP) or a comparable program approved by the OBWC.

In addition to being enrolled in and in good standing in the OBWC DFSP or a comparable program approved by the OBWC, ODOT requires each Prime Contractor and subcontractor that provides labor, to

subject its employees who perform labor on the project site to random drug testing of 5 percent of its employees. The random drug testing percentage must also include the on-site supervisors of the Prime Contractors and subcontractors. Upon request, the Prime Contractor and subcontractor shall provide evidence of required testing to ODOT.

Each subcontractor shall require all lower-tier subcontractors that provide labor on the project site with whom the subcontractor is in contract with for the work to be enrolled in and be in good standing in the OBWC DFSP or a comparable program approved by the OBWC prior to a lower-tier subcontractor providing labor at the site.

ODOT will declare a bid non-responsive and ineligible for award if the Prime Contractor is not enrolled and in good standing in the OBWC DFSP Discount Program or a similar program approved by OBWC within 8 days of the bid opening. Furthermore, ODOT will deny all requests to sublet when the subcontractor does not comply with the provisions of this section.

Failure of the Prime Contractor to require a subcontractor to be enrolled in and be in good standing in the OBWC DFSP or a comparable program approved by the OBWC prior to the time that the subcontractor provides labor at the site, shall result in the Prime Contractor being found in breach of the contract and that breach shall be used in the responsibility analysis of that Prime Contractor, or the subcontractor who was not enrolled in a program, for future contracts with the state for five years after the date of the breach.

12 OHIO WORKERS' COMPENSATION COVERAGE

The Prime Contractor must secure and maintain valid Ohio workers' compensation coverage until the project has been finally accepted by ODOT. A certificate of coverage evidencing valid workers' compensation coverage must be submitted to the LPA before the contract is executed by the LPA.

The Prime Contractor must immediately notify the LPA in writing if it or any subcontractor fails or refuses to renew their workers' compensation coverage. Furthermore, the Prime Contractor must notify the LPA in writing if it's or any of it's 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 Prime Contractor or subcontractor being removed from the project, withholding of pay estimates, and/or termination of the contract.

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

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

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

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

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

15 PN 024 – 04/21/2006 – 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 the contractor or its agents refuse or fail to adhere to the requirements of the US Army Corps of Engineers 404 Permit and/or the Ohio Environmental Protection Agency's 401 Water Quality Certification and an assessment or fine is made or levied against ODOT and/or the LPA, the Prime Contractor shall reimburse ODOT and/or the LPA within 30 calendar days of the notice of assessment or fine, or ODOT may withhold the amount of the fine from the Prime Contractor's next pay estimate. All money collected or withheld from the Prime 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 ODOT due to the Prime Contractor's refusal or failure to comply with the permits.

16 PN 008 – 11/7/2025 – SMALL BUSINESS ENTERPRISE (SBE) TRUCKING; SBE SUPPLIERS

COUNTING SBE TRUCKING TOWARDS SBE CONTRACT GOALS

The Apparent Low Bidder/Awarded Contractor may meet a Small Business Enterprise (SBE) contract goal using SBE trucking firms, but only when such firms perform a commercially useful function (CUF). The Bidder/Apparent Low Bidder/Awarded Contractor must not include an SBE trucking firm on its SBE Utilization Plan if it is aware that the firm will not be performing a CUF. Even if an SBE trucking firm will be performing a CUF, the dollar amount of trucking services it provides may not be fully countable towards the SBE contract goal. When including an SBE trucking firm that will be performing a CUF on its SBE Utilization Plan, the Bidder/Apparent Low Bidder/Awarded Contractor must only include the portion of the dollar amount of which it is aware will count towards the SBE contract goal. The Apparent Low

Bidder/Awarded Contractor becomes aware (or is made aware) the SBE trucking firm is subcontracting out duties, PN 015, PN 031, & PN 032 still apply. The SBE trucking firm must follow PN 061 for work on site above de minimus. All Proposal Notes are the Apparent Low Bidder/Awarded Contractor's ultimate responsibility on the project. The Apparent Low Bidder/Awarded Contractor is responsible for performing any Good Faith Efforts (GFEs) that may be necessary if it includes, in good faith, an SBE trucking firm on its SBE Utilization Plan and the Apparent Low Bidder/Awarded Contractor becomes aware (or is made aware) that the SBE trucking firm is not performing a CUF or that the trucking services provided by the SBE trucking firm are not countable to the extent previously believed.

An SBE trucking firm performs a CUF *only when*:

- It provided the Bidder/Apparent Low Bidder/Awarded Contractor with a quote. The SBE trucking firm must be given the opportunity to negotiate its rates.
- It is responsible for the management and supervision of its entire trucking operation, including any valid arrangement(s) (as described below) in which its services are countable towards the SBE contract goal. The extent of the SBE trucking firm's management and supervision are considered on a case-by-case basis. The existence of a contract between the Awarded Contractor and the SBE trucking firm or an SBE trucking firm and a 2nd tier subcontractor is not in and of itself an indicator that the SBE trucking firm is performing a CUF, especially if the contract exists for the mere purpose of creating the appearance of SBE participation.
- It must own and operate at least one fully licensed, properly insured, and operational truck used on the contract.

When an SBE trucking firm performs a CUF, the dollar amount of trucking services it provides counts towards the SBE contract goal *only in instances meeting at least one of the following criteria*:

- It provides trucking services using trucks it owns, properly insures, and operates using drivers it employs (*i.e.*, that are not 1099 "employees"/independent contractors).
- It provides trucking services with trucks that are leased on a long-term basis (*i.e.*, one year or more) from a non-SBE truck leasing company, properly insured, and operated by drivers it employs.

The dollar amount of trucking services provided using leased trucks will only be countable in cases where all the following circumstances apply:

- The SBE trucking firm's lease indicates that the SBE trucking firm has exclusive use of and control over the leased truck(s), including responsibility for maintenance and insurance. This does not preclude the leased truck(s) from working for others during the term of the lease with the SBE trucking firm's consent, as long as the lease gives the SBE trucking firm absolute priority for use of the leased truck(s).
- The leased trucks display the SBE trucking firm's name and federal identification number.
- The leased truck(s), when onsite, carry a copy of the lease agreement.
- PN 015 has been followed

SBE TRUCKING DISCLOSURE AFFIDAVITS

In order to ensure that Prime Contractors are monitoring SBE trucking/hauling operations on projects with federal funding, Prime Contractors must complete a monthly SBE Trucking Disclosure Affidavit (“Affidavit”). An Affidavit must be completed for all SBE trucking/hauling operations, regardless of whether the work is counting towards an SBE contract goal. The Affidavit will be completed by the Prime Contractor and emailed to the Local Public Agency (LPA) by the 10th of each month. This information will be used to affirm SBE and non-SBE trucking utilized by each SBE firm performing those duties during the previous month.

The LPA will monitor trucking with the following requirements for all Local-let projects:

1. The LPA will require Prime Contractors to provide it with a master list of trucks for all anticipated 1st and 2nd Tier SBE trucking firms at the time of the pre-construction meeting. Prime Contractors must use the LPA Project DBE/SBE Trucking Information form for this purpose, which is available at [7 Construction Contract Administration | Ohio Department of Transportation](#).

Note: If SBE trucking/hauling does occur, the Prime Contractor must notify the LPA within 24 hours of the SBE trucking activity. The Prime Contractor will then complete the Affidavits as required below on each Prompt Payment Spreadsheet.

2. The LPA will require Prime Contractors to complete the Affidavit disclosing the SBE trucking operations during the previous month when completing the Prompt Payment Spreadsheet in GoFormz. The Prime Contractor will complete the Trucking Affidavit section on the Prompt Payment Spreadsheet on each reimbursement submittal. The Prime Contractor will select one of the following options on the Trucking Affidavit section of the form:

- The SBE firm performed trucking by utilizing its own equipment and workforce and/or work was subcontracted to another SBE (*i.e.* only trucking that can be counted for SBE participation was utilized).
- The SBE firm utilized SBE & Non-SBE trucking.

Note: If selected, the Prime will provide a list of Non-SBE trucking that was utilized (*i.e.*, not all trucking will earn SBE credit).

- No trucking was performed.

Note: No other information is required. The Prime will sign and submit the Affidavit.

3. The LPA will perform a check of the Affidavit when reviewing the Prompt Payment Spreadsheet. The LPA will follow up on any red flags, for example, if the LPA compares information collected during the CUF process with the affidavit and sees any discrepancies.

Opening Prompt Payment (PP) Spreadsheet (Trucking Affidavit Section on PP Spreadsheet) through GoFormz:

1. Obtain a MyODOT account at <https://myodot.dot.state.oh.us/>
2. Send an email to GoFormz.Help@dot.ohio.gov with *Create GoFormz Account* in the subject line.
3. GoFormz account information will be emailed back.

4. Access GoFormz at <https://www.goformz.com/>
Additional guidance can be found in the [GoFormz LPA/Prime Contractor Contract Compliance End User Guide](#) (Word).

SANCTIONS AND ADMINISTRATIVE REMEDIES

Failure by the Prime Contractor to follow the Affidavit requirements may result in the imposition of sanctions as follows:

- 1st Level Occurrence: The LPA will issue a Letter of Reprimand to the contractor if:
 - there is a failure to submit the Affidavit and/or the Affidavit is not submitted timely; or
 - the Prime Contractor completes the No Anticipated SBE Trucking Affidavit, utilizes 1st or 2nd tier SBE trucking and does not notify the LPA within 24 hours of the activity.
- 2nd Level Occurrence: The LPA may withhold an estimate in the amount due to the SBE trucking firm(s) that the Affidavit was not submitted for if:
 - there is a failure to submit the Affidavit and/or the Affidavit is not submitted timely; or
 - the Prime Contractor completes the No Anticipated SBE Trucking Affidavit, utilizes SBE trucking and does not notify the LPA within 24 hours of the activity.
- 3rd Level Occurrence: If a pattern of not submitting the Affidavit persists or the Prime Contractor has falsified, misrepresented or withheld information, the LPA and/or ODOT can pursue other remedies available by law including suspension, revocation, and/or debarment.

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

- The Prime Contractor's past project practices;
- the magnitude and the type of offense;
- the degree of the Prime Contractor's culpability;
- any steps taken to rectify;
- the Prime Contractor's record of performance on other projects; and
- the number of times the Prime Contractor has been previously sanctioned by the LPA and/or ODOT in the previous three (3) years.

COUNTING MATERIALS AND SUPPLIES PURCHASES FROM SBE SUPPLIERS

The Bidder/Awarded Contractor may meet a Small Business Enterprise (SBE) contract goal using SBE suppliers. The dollar amount of materials purchased from an SBE supplier will not be fully countable towards the SBE contract goal unless the SBE supplier manufactures the materials. When the SBE supplier does not manufacture the materials, the percentage that is countable towards the SBE contract goal will be either 60 percent or 40 percent if the SBE supplier meets certain conditions, or else only the SBE supplier's reasonable fees or commissions will be countable. When including an SBE supplier on its SBE Utilization Plan and Affirmations, the Apparent Low Bidder/Awarded Contractor must specify both

the transaction amount and the participation amount (*i.e.*, the portion of the transaction amount of which it is aware will count towards the SBE contract goal).

The Apparent Low Bidder/Awarded Contractor is responsible for performing any GFEs that may be necessary if it includes, in good faith, an SBE supplier on its SBE Utilization Plan and the Apparent Low Bidder/Awarded Contractor becomes aware, or is made aware, that the materials purchased from the SBE supplier are not countable to the extent previously believed.

The Bidder/Apparent Low Bidder/Awarded Contractor must seek information from SBE suppliers to allow it to be sufficiently informed about the nature of the transaction and which scenario listed below applies. The Apparent Low Bidder/Awarded Contractor must document this information on the SBE Affirmation Form at [Affirmation Form | Ohio Department of Transportation](#).

SBE SUPPLIER COUNTING SCENARIOS

- The purchase price of materials obtained from an SBE supplier may be **fully countable** only if the SBE supplier:
 - Manufactures the materials, as indicated by the information provided by the SBE supplier, subject to verification by the Department. A manufacturer SBE supplier is a firm that owns, or leases, and operates a factory or establishment that produces on site the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications. Manufacturing includes blending or modifying raw materials or assembling components to create the product to meet contract specifications. When an SBE makes minor modifications to the materials, supplies, articles, or equipment, the SBE is not a manufacturer. Minor modifications are additional changes to a manufactured product that are small in scope and add minimal value to the final product; and
 - Is identified by ODOT as having the demonstrated capacity to manufacture the materials.
- The purchase price (including transportation costs) of materials obtained from an SBE supplier may be **countable at 60%** only if the SBE supplier:
 - Does not manufacture the item(s);
 - Owns, or leases, and operates 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 sufficient quantities, and regularly sold or leased to the public in the usual course of business, as indicated by the information provided by the SBE supplier, subject to verification by the Department. (See below for an exception for materials that are considered bulk materials.);
 - Is an established business that engages, as its principal business and under its own name, in the purchase and sale or lease of the materials;
 - Is identified by ODOT as, over a reasonable period, keeping sufficient quantities and regularly selling the materials;

- Provides all the materials from inventory **or** provides at least 51 percent of the materials from inventory, with the remainder being of the general character as those provided from inventory; and
- Does not drop-ship the materials.

Note: If a material is not typically stocked due to its unique characteristics (*e.g.*, limited shelf life) or because it must be ordered to specification, it is treated as a bulk item. The inventory requirement does not apply, but the SBE supplier must deliver the materials using its owned-and-operated distribution equipment. See below.

- The purchase price (including transportation costs) of materials and supplies that are considered bulk materials (petroleum products, steel, concrete or concrete products, gravel, stone, asphalt, and others that ODOT may consider to be bulk materials, plus materials that are not typically stocked due to their unique characteristics (*e.g.*, limited shelf life) or because the material must be ordered to specification) and are obtained from an SBE supplier may be **countable at 60%** only if the SBE supplier:
 - Delivers the materials using distribution equipment that it both owns (or for which it has a long-term (one (1) year or more) lease) and operates with its regular (not ad hoc) employees, as indicated by the information provided by the SBE supplier (subject to verification by the LPA);
 - Is an established business that engages, as its principal business and under its own name, in the purchase and sale of the materials;
 - Is identified by the LPA as owning/leasing and operating distribution equipment that is suitable for the materials; and
 - Does not drop-ship the materials.
- The purchase price (including transportation costs) of materials and supplies that are obtained from a distributor SBE supplier that neither maintains sufficient inventory nor uses its own distribution equipment may be **countable at 40%** only if the distributor SBE supplier:
 - Is an established business that engages in the regular sale or lease of the materials;
 - Takes ownership of the materials from the point of origin to the destination;
 - Ships the materials using a third-party carrier unaffiliated with the originator (*i.e.*, the materials' manufacturer or wholesaler); and
 - Assumes responsibility (*i.e.*, all risk for loss or damage) for the materials once those materials leave the point of origin, making it liable for any and all loss or damage during transportation not covered by the carrier's insurance.
- The purchase price of materials and supplies obtained from an SBE supplier but not in accordance with any of the above scenarios is **not countable**, but the fees or commissions charged by the SBE supplier are countable if ODOT deems such fees to be reasonable and if the SBE supplier convincingly explains how the Bidder/Apparent Low Bidder/Awarded Contractor

benefits by transacting business with it rather than directly with the non-SBE vendor from which the SBE supplier is re-selling.

All credit toward SBE contract goals is conditional. Actual credit will be determined based upon invoices, receipts, and/or transportation documents/bills of lading, which must be submitted to the LPA as they are received throughout the course of the project.

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Definition of *days*

Unless otherwise noted, *days* means calendar days, but in computing any period of time described in this proposal note, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or federal or state holiday, the period extends to the next day that is not a Saturday, Sunday, or federal or state holiday.

See <https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays> for a list of federal holidays. State holidays are those designated in O.R.C. 124.19(A), <https://codes.ohio.gov/ohio-revised-code/section-124.19>, with modifications as designated in the first two sentences of O.R.C. 124.18(B)(4), <https://codes.ohio.gov/ohio-revised-code/section-124.18>. State holidays are generally the same as federal holidays.

SBE Utilization Plan, SBE Affirmation Forms, and SBE Good Faith Efforts documentation

Within 2 hours following the bid opening, each bidder submits a basic SBE Utilization Plan, which is the list of SBEs, and dollar amounts put forth by the bidder to meet the SBE contract goal. Each bidder must be prepared so that if they are identified as the Apparent Low Bidder (ALB), they will be ready to submit SBE Affirmation Forms and/or GFE documentation with much more detail than the SBE Utilization Plan shows. GFE documentation consists of all efforts undertaken by the bidder to meet the SBE contract goal. ODOT strongly suggests each bidder document all pre-award GFEs on the template located at <https://www.transportation.ohio.gov/working/external-workforce/forms/gfe-contractors>, since the successful bidder must submit GFEs if the SBE contract goal is not met.

SBE Utilization Plan

All Bidders shall submit an SBE Utilization Plan within 2 hours following the bid opening, setting forth specific information demonstrating how the bidder will achieve the SBE contract goal. By submitting an SBE Utilization Plan, the Bidder is affirming they will be using the SBE firms identified in the Utilization Plan to meet the SBE contract goal.

The SBE Utilization Plan **must be submitted by the bidder within 2 hours following the bid opening to: https://odot.formstack.com/forms/sbeplan_local**. Unless the bidder is a certified SBE firm, **any bids received without electronic submission of the SBE Utilization Plan after 2 hours following bid opening will be deemed unresponsive.**

The SBE Utilization Plan shall include the following information:

- 1) The names of the certified SBE firm(s) that will be used to meet the SBE contract goal;

- 2) The activity (subcontractor, regular dealer, distributor, manufacturer, consultant, trucking, etc.) that each SBE will perform; and
- 3) The dollar amount of the participation of each SBE firm used to meet the SBE contract goal. *(Note: The participation amount will be less than the dollar amount that must be paid to the SBE if the SBE is acting as a regular dealer, distributor, or broker (see Proposal Note 008) and/or the SBE elects not to perform all activities with its own forces. Ultimately, to be compliant with PN 014, the Awarded Contractor must pay the SBE not less than the transaction amount for the performance of the specific activities described on the SBE Affirmation Form. (See SBE Affirmation section for more details on SBE Affirmation Forms.)*

Bidders cannot modify their SBE Utilization Plans between submission and contract award except at ODOT's discretion.

For supplier SBEs, the bidder must have received the supplier SBE's Material Supply Form to understand the expected SBE participation credit they will receive based on whether the SBE is acting as a manufacturer, regular dealer, distributor, or broker for each type of material to be supplied (see Proposal Note 008).

Projects Awarded on Alternates

In the event the project will be awarded on alternates that increase or decrease the total dollar amount of the bid, a revision to the SBE Utilization Plan and SBE Affirmation Form(s) shall be submitted to and approved by the Office of Contractor Compliance within five (5) days after the notification of the alternates.

SBE Affirmations Prior to Award

The Apparent Low Bidder shall ensure **all** SBE firms listed on the SBE Utilization Plan affirm their participation in the bid within five (5) days after the bid opening to ODOT. However, **ODOT strongly recommends that the ALB submit SBE Affirmation Forms as soon as possible** rather than waiting until the 5th day after the bid opening. For each SBE, the dollar amount shown on the SBE Affirmation Form must be equal to (or greater than) the dollar amount shown on the Apparent Low Bidder's SBE Utilization Plan. SBE Affirmation Forms cannot be modified beyond the 5th day after the bid opening except to correct errors, omissions, etc., that are deemed by ODOT to be immaterial and that do not reduce the participation amount, or in response to an award on alternates (see above).

For each SBE listed on the SBE Utilization Plan, the Apparent Low Bidder and SBE must complete the SBE Affirmation Form located at [Affirmation Form | Ohio Department of Transportation](#). The SBE Affirmation Form will be utilized as written confirmation from each listed SBE firm that is participating in the contract for the dollar amount of activities listed in the Bidder's SBE Utilization Plan. The description of each SBE's activity must be sufficiently detailed to allow ODOT to understand the firm's scope of work. Each SBE listed to perform as a regular dealer or distributor must have completed the Material Supply Form relevant to demonstrating the SBE's capacity and intent and must affirm that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such

participation. The SBE's responses must be included on the SBE Affirmation Form. The Apparent Low Bidder shall submit a separate SBE Affirmation Form for each SBE it is utilizing for the SBE contract goal, as well as its GFEs package (see Good Faith Efforts) if it was not able to attain the SBE contract goal via SBE participation.

All other Bidders shall submit SBE Affirmation Forms if notified that the information is required in order for ODOT to complete its bid assessment. Bidders shall have five (5) days from the date of notification to submit all required SBE Affirmation Forms to ODOT. Notification will be sent via email.

Determination of SBE Contract Goal Participation

ODOT will adjust SBE Affirmation Form amounts downward if needed because:

- An SBE supplier does not affirm that its participation will meet the specific requirements of either a regular dealer or distributor; or
- An SBE will not be self-performing all the activities listed on the form; or
- Other information that indicates the amount on the form was miscalculated or incorrect.

The adjusted SBE Affirmation Form amounts will be used to determine if the SBE contract goal was met. This means that the ALB may not have met the SBE contract goal even if the SBE Utilization Plan shows the contract goal was met. If the SBE contract goal is not met and the ALB does not submit Good Faith Efforts documentation by the 5th day after the bid opening, the bid will be considered non-responsive. ODOT strongly recommends the ALB submit SBE Affirmation Forms as soon as possible rather than waiting until the 5th day after the bid opening.

Non-Responsiveness

See the Sanctions and Administrative Remedies section.

If an SBE Cannot Be Reached

In the event an SBE firm fails to confirm the information contained in the SBE Affirmation Form within five (5) days of bid opening, the Apparent Low Bidder shall submit a Request for Consent to Terminate/Reduce an SBE Commitment, as set forth herein. The Request for Consent to Terminate/Reduce an SBE Commitment form shall be submitted within five (5) days after bid opening in order for the Apparent Low Bidder to still be considered for contract award. The Apparent Low Bidder shall include as its reason for termination the SBE firm's failure to provide a timely affirmation and should include all efforts the Apparent Low Bidder made to obtain the affirmation from the SBE firm and shall attach proof of these efforts. If the Apparent Low Bidder intends to replace the SBE Firm, it shall include the replacement firm's information on the form. In the event the Apparent Low Bidder is unable to affirm an SBE firm included in its original SBE Utilization Plan at bid submission and it results in a contract goal shortfall, GFEs must be submitted by the fifth day after bid opening. All GFE documentation submitted for consideration should demonstrate the efforts the Bidder made prior to the time of bid submission to secure sufficient SBE participation on the project to meet the SBE contract goal although the Bidder was unable to do so. An SBE firm's failure to timely confirm information contained in the SBE Affirmation Form will be considered as good cause to terminate the SBE firm and will also be considered a part of the Apparent Low Bidder's Good Faith Efforts in meeting the contract goal.

SBE Bidders

If the Bidder is a certified SBE firm, the Bidder is not required to complete an SBE Utilization Plan as set forth above and would not need to submit an SBE Affirmation Form for the work it is planning to self-perform in order to meet the contract goal.

Joint Ventures

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

Good Faith Efforts (GFEs)

If the SBE contract goal established by ODOT is not met, the Apparent Low Bidder shall demonstrate that it made adequate GFEs to meet the contract goal, even though it did not succeed in obtaining enough SBE participation to do so.

If the Apparent Low Bidder does not meet the contract goal at bid time, the Apparent Low Bidder shall submit its GFE documentation no later than five (5) days after the bid opening. Submission of SBE affirmation(s) with additional participation sufficient to meet the SBE contract goal does not cure the Apparent Low Bidder's failure to meet the contract goal at bid time or eliminate the Apparent Low Bidder's responsibility of submitting GFEs within five (5) days of the bid opening.

The Apparent Low Bidder has the burden of proof to clearly demonstrate its GFEs by submitting detailed information within five (5) days after the bid opening, such as:

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

The Apparent Low Bidder shall utilize the GFE Contractor Template located at <https://www.transportation.ohio.gov/working/external-workforce/forms/gfe-contractors> to document their GFEs. This template and supporting documentation shall be sent along with any SBE Affirmation Forms within 5 days of bid opening. ODOT has provided Good Faith Efforts Guidance located at <https://www.transportation.ohio.gov/working/external-workforce/forms/gfe-contractors>. All other Bidders that failed to meet the SBE contract goal at bid time shall submit documentation of GFEs if notified that the information is required in order for ODOT to complete its bid assessment. Bidders shall

have five (5) days from the date of notification to submit all required GFE documentation. Notification will be sent by email.

ODOT shall utilize the guidance set forth in 49 CFR 26.53 Appendix A in determining whether the Bidder has made adequate GFEs to meet the contract goal.

Administrative Reconsideration

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

As part of this reconsideration, the Apparent Low Bidder may provide written documentation or argument concerning the issue of whether it met the contract goal or made adequate GFEs to do so. However, this written documentation or argument must not include or propose any new SBE participation not already included in the Apparent Low Bidder's initial GFE documentation. Such written documentation or argument must be received by ODOT, attention: Division of Chief Legal Counsel, 1980 West Broad Street, MS 1500, Columbus, Ohio 43223, within two (2) business days of ODOT's written determination that GFEs were not adequately demonstrated. The Apparent Low Bidder may also include in its written documentation a request for an in-person meeting to discuss the issue of whether it met the contract goal or made adequate GFEs to do so. ODOT's Division of Chief Legal Counsel will respond to the Apparent Low Bidder within five (5) business days of receiving written documentation or holding the in-person meeting.

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

Termination of an SBE or Any Portion of Its Work

In this section, *SBE activities* are those activities, as listed on an SBE Affirmation Form, the performance of which the Awarded Contractor committed to the specific SBE listed on the SBE Affirmation Form for the specific compensation shown. *SBE activities* can be used interchangeably with *SBE commitment*.

The Awarded Contractor must ensure that it pays the SBE not less than the dollar amount for the performance of the specific activities described on the SBE Affirmation Form. If a change in circumstances makes this unlikely, the Awarded Contractor must take action as described herein.

If the Awarded Contractor will not be paying an SBE the entire dollar amount shown on the SBE Affirmation Form, and this is not connected to a change in circumstances driven by the Local Public Agency (LPA), then the Awarded Contractor must submit a Request for Consent to Terminate/Reduce.

Reductions Caused by the LPA

Any reduction or underrun in SBE activities caused by the LPA is considered a termination for which ODOT's prior written consent is not required. For such reductions or underruns, the Awarded Contractor

must notify the SBE via email (with a copy to dot.contractslettingmgr@dot.ohio.gov) to inform the SBE of the change and so that ODOT can update the SBE Commitment amount. The Awarded Contractor does not submit a formal Request for Consent to Terminate/Reduce.

Request for Consent to Terminate/Reduce an SBE Commitment

For any reduction or underrun in SBE activities not caused by the LPA, and in all other cases, the Awarded Contractor must continue to utilize the specific SBEs to perform the activities as described on SBE Affirmation Forms unless the Awarded Contractor obtains ODOT's written consent. Consent requests must be submitted utilizing the Request for Consent to Terminate/Reduce SBE Form located at: <https://www.transportation.ohio.gov/working/external-workforce/forms/pn-014-termination>.

Absent ODOT's prior written consent, the Awarded Contractor is not entitled to any payment for work or material unless it is performed or supplied by the specific SBE indicated on approved SBE Affirmation Forms.

Requests for Consent to Terminate/Reduce an SBE Commitment must be submitted within two (2) weeks of the Awarded Contractor becoming aware of the change in circumstances that is preventing the SBE from fully performing the activities listed on the SBE Affirmation Form.

Requests submitted significantly outside the two-week timeframe may subject the Awarded Contractor to the sanctions listed at the end of this proposal note.

Good Cause to Terminate an SBE or Any Portion of Its Work

ODOT can only provide written consent to terminate an SBE or any portion of its work if it agrees, for reasons stated in its concurrence document, that the Apparent Low Bidder/Awarded Contractor has good cause to terminate the SBE firm or any portion of its agreed-upon activities as listed on SBE Affirmation Forms.

Good cause does not exist if the Awarded Contractor seeks to terminate an SBE or any portion of its work that it relied upon to obtain the contract so that the Awarded Contractor can self-perform the activity for which the SBE contractor was engaged, or so that the Awarded Contractor can substitute another SBE or non-SBE participant after contract award.

Good cause to terminate an SBE includes the following circumstances:

- 1) The SBE firm fails or refuses to execute (*i.e.*, sign) a written contract;
- 2) The SBE firm fails or refuses to perform the activities listed on its SBE Affirmation Form in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the SBE firm to perform the activities results from the bad faith or discriminatory action of the Awarded Contractor. The Awarded Contractor must provide justification to support its assertion that industry standards are not being met;
- 3) The SBE firm fails or refuses to meet the Awarded Contractor's reasonable, nondiscriminatory bond requirements.
- 4) The SBE firm becomes bankrupt, insolvent, or exhibits credit unworthiness;

- 5) The SBE firm is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215, and 1200 or applicable state law;
- 6) ODOT has determined that the SBE firm is not a responsible contractor;
- 7) The SBE firm voluntarily withdraws from the project and provides written notice of its withdrawal;
- 8) The SBE firm is ineligible to receive SBE credit for the type of activity required;
- 9) An SBE owner dies or becomes disabled, with the result that the SBE firm is unable to complete its activity on the contract; and
- 10) Other documented good cause that ODOT determines compels the termination of the SBE firm.

Replacement

When an SBE firm or any portion of its work is terminated by the Awarded Contractor, the Awarded Contractor must use GFEs to include additional SBE participation to the extent needed to meet the SBE contract goal. The GFEs shall be documented by the Awarded Contractor. If ODOT requests documentation under this provision, the Awarded Contractor shall submit the documentation within seven (7) days, which may be extended for an additional seven (7) days if necessary at the request of the contractor, and ODOT shall provide a written determination to the contractor stating whether GFEs have been demonstrated.

Between the bid opening and award, any added SBE participation credit that was not listed on the Bidder's original SBE Utilization Plan will not count toward the SBE contract goal.

Post-Award SBE Additions

In the event additional SBE participation is required for the project, the Awarded Contractor must submit the SBE Affirmation Form located at [Affirmation Form | Ohio Department of Transportation](#). The SBE Affirmation Form will be utilized as written confirmation from the added SBE firm that it is participating in the contract in the type and amount of work on the project. SBE participation credit toward the SBE contract goal will only be approved for work performed after review and approval of the SBE Affirmation Form.

Exceeding the Amount Shown on an SBE Affirmation Form

ODOT will count, towards the SBE contract goal, amounts paid to an SBE that are above the amount shown on the SBE Affirmation Form as long as there is no change to the scope of the SBE's activities. However, ODOT will not count, towards the SBE contract goal, any amount paid to a SBE that is not part of the originally approved scope. If the Awarded Contractor wants or needs such additional participation to count towards the SBE contract goal, the Awarded Contractor must submit an amended SBE Affirmation Form listing the additional activities to be performed by the SBE and the revised participation amount. ODOT will review the amended SBE Affirmation Form and make a determination on whether the proposed additional activity will count towards the SBE contract goal. SBE participation credit toward the SBE contract goal will only be approved for work performed after review and approval of the SBE Affirmation Form.

WRITTEN NOTICE TO SBE RELATED TO REQUESTS FOR CONSENT TO TERMINATE/REDUCE

The Apparent Low Bidder/Awarded Contractor must submit Requests for Consent to Terminate/Reduce an SBE using the specific form available at <https://www.transportation.ohio.gov/working/external-workforce/forms/pn-014-termination>. Part 1 of this form constitutes the Apparent Low Bidder/Awarded Contractor's notice in writing to the SBE firm of the Apparent Low Bidder/Awarded Contractor's intent to request to terminate and the reason for the proposed request. Upon completion of Part 1, the SBE has five (5) days to respond by completing Part 2, advising ODOT and the Apparent Low Bidder/Awarded Contractor of the reasons, if any, why it objects to the proposed termination and why ODOT should not approve the Apparent Low Bidder/Awarded Contractor's request. If required in a particular case as a matter of public necessity (*e.g.*, safety), ODOT may provide a response period shorter than five (5) days. (Urgent requests may be made over the phone by contacting Goal Attainment staff, with the caveat that the associated written request be submitted by 5:00 pm that day.) Part 3 of the form constitutes the Apparent Low Bidder/Awarded Contractor's official request, while Part 4 is ODOT's consent decision and explanation for it.

Goal Attainment Post Award

The Awarded Contractor shall ensure that all subcontracts or agreements with any SBEs meet or exceed conformity with all applicable state and federal laws and regulations. Furthermore, the Awarded Contractor shall require that any subcontractor agreement with all lower-tier subcontractors be performed per this Proposal Note.

The Awarded Contractor shall submit via email to the ODOT District Contract Compliance Officer all 1st and 2nd tier SBE subcontract agreements and PN 032 C92's before allowing the SBE to start performing work or supplying materials. Said subcontract agreement(s) will be reviewed and approved by the District Contract Compliance Officer via email only if it meets or exceeds the conformity with all applicable state and federal laws and regulations. Failure to obtain said approval might result in some or all SBE participation credit for said SBE withheld according to ORC §5525.061 and/or 23 CFR part 633.102.

The Awarded Contractor shall ensure that said 1st and 2nd tier subcontract agreement(s) shall contain at least the following information:

- 1) Award Contractor name;
- 2) Subcontractor name and/or Lower Tier Contractor Name;
- 3) Identification of said project;
- 4) The amount to be contracted is equal to or greater than the amount provided on its Utilization Plan;
- 5) Meets or exceeds the prompt payment requirements of the Federal Bid Document's Proposal Note 031;
- 6) Signatures of both parties; and
- 7) FHWA 1273 form.

Approval of an SBE Utilization Plan does not ensure approval of C-92 Requests to Sublet, nor does approval of an SBE Utilization Plan indicate the SBE contract goal has been met. ODOT & LPA will monitor contract goal attainment throughout the life of the project. It is the responsibility of the Awarded Contractor to advise ODOT of any changes to the SBE Utilization plan throughout the life of the project. The SBE contract goal of a project is stated as a percentage of the contract amount. When the contract amount increases or decreases, the actual dollar amount of the SBE contract goal for the project will increase or decrease accordingly.

Impact of SBE Decertification

When the Awarded Contractor makes a commitment to use an SBE that is decertified PRIOR TO the full execution (*i.e.*, signing) of that SBE's subcontract, the decertified firm DOES NOT COUNT toward the SBE contract goal. The Awarded Contractor's SBE commitment is null and void since the SBE is no longer certified. The Awarded Contractor must make good faith efforts to find additional SBE participation to replace the decertified firm.

When the Awarded Contractor makes a commitment to use an SBE that is decertified AFTER the full execution of that SBE's subcontract, the decertified firm COUNTS toward the SBE contract goal UNLESS the SBE was decertified because it was acquired by or merged with a non-SBE, in which case only the amount paid for work performed by the SBE prior to its decertification counts.

For purposes of this section, a subcontract is deemed to have been signed not before the full execution date of the prime contract.

Sanctions and Administrative Remedies Pre-Award

Failure by the Apparent Low Bidder to do any of the following may result in the bid being rejected as non-responsive in accordance with O.R.C. 5525.08:

- 1) Failure to submit a complete SBE Utilization Plan at the time of bid;
- 2) Failure to submit SBE Affirmation Form(s) and/or failure to submit Requests for Consent to Terminate/Reduce a SBE Commitment as required by this Proposal Note; or
- 3) Failure to meet the contract goal and/or failure to demonstrate GFEs to meet the contract goal as required by this Proposal Note;
- 4) Failure to follow the terms of this Proposal Note.
- 5) The as-submitted SBE Utilization Plan shows the SBE contract goal was met, and the Apparent Low Bidder does not submit all completed and signed SBE affirmations—that are for amounts greater than or equal to the amounts on the SBE Utilization Plan —within five (5) days of the bid opening;
- 6) The as-submitted SBE Utilization Plan shows the SBE contract goal was met, and the Apparent Low Bidder submits all completed and signed SBE affirmations within five (5) days of the bid opening, but adjustments are needed, and after ODOT makes the adjustments, the SBE contract goal is no longer met and the Apparent Low Bidder does not submit its GFEs documentation within five (5) days of the bid opening; or

- 7) The as-submitted SBE Utilization Plan shows the SBE contract goal was NOT met, and the Apparent Low Bidder does not submit all completed and signed SBE affirmations AND its GFE documentation within five (5) days of the bid opening; or
- 8) An SBE Utilization Plan was not submitted, and the Apparent Low Bidder does not submit its GFE documentation within five (5) days of the bid opening; or
- 9) The SBE Affirmation Forms submitted are not complete and/or accurate and have not been made complete and accurate within five (5) days of the bid opening.

Post-Award

Failure by the Awarded Contractor to carry out the requirements of this Proposal Note, including, but not limited to, the failure of the Awarded Contractor to pay an SBE the dollar amount for the performance of the specific activities described on the SBE Affirmation Form, the failure of the Awarded Contractor to submit SBE change orders and/or Requests for Consent to Terminate/Reduce SBE Commitment forms, and the submission of inadequate post-award good faith efforts to include additional SBE participation to the extent needed to meet the SBE contract goal, is a material breach of the contract and may result in the issuance of sanctions as follows:

- 1st Tier: Letter of reprimand
- 2nd Tier: Damages equivalent to the SBE shortfall
- 3rd Tier: If a pattern of paying damages persists or the Contractor has falsified, misrepresented or withheld information, ODOT can pursue other remedies available by law including suspension, revocation, and/or debarment.

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

- the magnitude and type of offense
- the Contractor's unwillingness to provide information and documentation
- the degree of the Contractor's culpability
- any steps taken to rectify
- the Contractor's record of performance on other projects including, but not limited to:
 - annual SBE participation
 - annual SBE participation on projects without contract goals
 - the number of complaints ODOT has received regarding the Contractor
 - the number of times the Contractor has been previously sanctioned by ODOT in the previous three (3) years

Note: Absent ODOT's consent, the Awarded Contractor is not entitled to any payment for work or material unless it is performed or supplied by the specific SBE indicated on approved SBE Affirmation Forms, regardless of the presence or absence of any of the above sanctions.

18 PN 031 - 7/21/2023 – PROMPT PAYMENT - LOCAL-LET CONSTRUCTION PROJECTS

Prompt payment requirements apply to ODOT and, by extension, its Prime Contractors and subcontractors (including traditional subcontractors as well as material suppliers and trucking firms, collectively referred to herein as subcontractors). The state of Ohio's laws related to prompt payment are published in O.R.C. 4113.61. O.R.C. 4113.61 applies to all contracts. The Prime Contractor must comply with this Proposal Note, O.R.C. 4113.61, C&MS 107.21 and, for contracts with USDOT financial assistance (*i.e.*, federally funded contracts), 49 CFR 26.29.

The Department will monitor payments made by prime contractors and subcontractors for compliance with this Proposal Note, C&MS 107.21 and, where applicable, 49 CFR 26.29. To facilitate this monitoring, the Department requires both prime **and** subcontractors to report their payments to all subcontractors/second-tier subcontractors with the submission of each invoice. The payment data reported must include any retainage withheld (*when allowable under the Department's [Retainage Policy dated 4/14/21](#)*) and any previously withheld retainage released. All such reporting must take place through a web-based submission on GoFormz. Please note: submission through GoFormz is required for all Local-let projects. Invoices will not be approved and processed for payment unless this reporting form has been submitted and received by the Department.

The prime/subcontractor must report the following information:

- The name of the payee
- The dollar amount of the payment to the payee
- The date the payee was paid
- The amount of retainage withheld (if any)

Ohio's 10-day prompt payment requirement is based on the payer's payment issuance date and NOT the payee's payment receipt date.

The prime/subcontractor must sign each reported payment and submit to ODOT via the GoFormz website.

The second-tier subcontractor is responsible for completing the affirmation of payment form in GoFormz.

The prime contractor is responsible for ensuring that all subcontractors and second-tier subcontractors are correctly completing all prompt payment forms via the GoFormz website.

If the prime or subcontractor(s) fail to submit the aforementioned documentation with each invoice, they will be determined to be non-compliant, and invoices will not be processed for payment.

Payees must verify each payment reported by the payer within thirty (30) days of the payment being signed by the payer. This verification must include:

- Whether the payment was received, and if so, whether it was or was not as expected
- The dollar amount of the payment received
- The date the payment was received

The prime contractor shall fully complete the last prompt payment form upon receipt of final payment.

SANCTIONS AND ADMINISTRATIVE REMEDIES

Failure by the prime contractor and/or subcontractor(s) to follow Prompt Payment requirements may result in the issuance of sanctions as follows:

1st Tier: Notice of Violation via a Letter of Reprimand

2nd Tier: If corrective actions are not taken within the specified three (3) business days, a pay estimate in the amount due to the subcontractor(s) that was not reported or paid may be withheld.

3rd Tier: If a pattern of paying damages persists or the contractor or subcontractor(s) has falsified, misrepresented, or withheld information, ODOT can pursue other remedies available by law including suspension, revocation, and/or debarment.

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

- the Prime Contractor's past project practices;
- the magnitude and the type of offense;
- the degree of the Prime Contractor's culpability;
- any steps taken to rectify;
- the Prime Contractor's record of performance on other projects; and
- the number of times the Prime Contractor has been previously sanctioned by ODOT.

19 ODOT AS OBLIGEE ON BOND

The Prime Contractor shall furnish a performance and payment bond in an amount at least equal to 100 percent of the estimate as security for the faithful performance of its contract. In addition to the project owner, ODOT shall be named as an obligee.

20 PN 015 - 04/17/2020 - CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS

The required contract provisions for federal-aid construction contracts are hereby incorporated by reference as if rewritten herein. The current version of Form FHWA-1273 (available at <https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>) shall be physically incorporated in all contracts, subcontracts, and lower-tier subcontracts (excluding purchase orders, rental agreements

and other agreement for supplies or services related to a construction contract). The Prime Contractor shall be responsible for ensuring that the FHWA-1273 is physically incorporated into all lower-tier subcontracts.

SANCTIONS AND ADMINISTRATIVE REMEDIES

Failure by the Prime Contractor to include the provisions of FHWA-1273 in their contract or in their lower-tier subcontracts may result in the issuance of sanctions as follows:

- | | |
|-----------|--|
| 1st Tier: | Letter of Reprimand |
| 2nd Tier: | Damages equivalent to the daily liquidated damages amount found in C&MS section 108.07 for each incident of non-compliance |
| 3rd Tier: | If a pattern of paying damages persists or the Prime Contractor has falsified, misrepresented, or withheld information, the LPA can pursue other remedies available by law including suspension, revocation, and/or debarment. |

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

- the magnitude and the type of offense
- the degree of the Prime Contractor's culpability
- any steps taken to rectify
- the Prime Contractor's record of performance on other projects; and
- the number of times the Prime Contractor has been previously sanctioned by the LPA.

21 PN 032 – 01/31/2021 – C92'S REQUIRED ON LOCAL-LET CONSTRUCTION PROJECTS

State and federal law requires that all Prime Contractors and subcontractors participating on state or federally funded projects be evidenced in writing and in conformity with all applicable state and federal laws and regulations.

Effective immediately, all projects advertising after February 1, 2021 will require that a Request to Sublet (C92) form is completed for each subcontractor working on the project prior to the start of work.

A template for this form may be found at, and submitted via, the GoFormz website located at www.goformz.com.

22 REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS (ELECTRONIC FORM FHWA 1273 – OCTOBER 23, 2023)

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

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

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

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

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

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting to duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

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

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its reprourement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901-3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access (1) Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. **Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. **Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of eligibility.** a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its reprourement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901-3907](#).

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**
This provision is applicable to all Federal-aid projects funded
under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

STATE OF OHIO
DEPARTMENT OF
TRANSPORTATION
COLUMBUS, OHIO

LPA
CONSTRUCTION AND MATERIAL
SPECIFICATIONS

PROPOSAL NOTE 100
10/20/2025



An Equal Opportunity Employer

Modified By:
Local Public Agency:
Date:

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100 GENERAL PROVISIONS

101 DEFINITIONS AND TERMS

101.01 General. These Construction and Material Specifications are written to the Bidder before award of the Contract and to the Contractor after award of the Contract. The sentences that direct the Contractor to perform Work are written as commands. For example, a requirement to provide cold-weather protection would be expressed as, "Provide cold-weather protection for concrete," rather than "The Contractor shall provide cold-weather protection for concrete." In the imperative mood, the subject "the Bidder" or "the Contractor" is understood.

All requirements to be performed by others have been written in the active voice. Sentences written in the active voice identify the party responsible for performing the action. For example, "The Engineer will determine the density of the compacted material." Certain requirements of the Contractor may also be written in the active voice, rather than the active voice and imperative mood, if the sentence includes requirements for others in addition to the Contractor. For example, "After the Contractor provides initial written notice, the Engineer will revise the Contract as specified in 104.02."

Sentences that define terms, describe a product or desired result, or describe a condition that may exist are written in indicative mood. These types of sentences use verbs requiring no action. For example, "The characteristics of the soils actually encountered in the subgrade may affect the quality of the cement and depth of treatment necessary."

101.02 Abbreviations. The following abbreviations, when used in the Contract Documents, represent the full text shown.

AAN	American Association of Nurserymen
AASHTO	American Association of State Highway and Transportation Officials
AC	Asphalt Cement (pavement), Alternating Current (traffic)
ACBFS	Air Cooled Blast Furnace Slag (aggregate)
ACI	American Concrete Institute
ACIA	Asynchronous Communications Interface Adapter (traffic controller)
ADT	Average Daily Traffic
ADTT	Average Daily Truck Traffic
AIC	Amps Interrupting Capacity
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANFO	Ammonium Nitrate and Fuel Oil
ANSI	American National Standards Institute
AOS	Apparent Opening Size (fabric)
AREA	American Railway Engineering Association
AMRL	AASHTO Material Reference Library
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects
ASME	American Society of Mechanical Engineers

ASTM	American Society for Testing and Materials
AWG	American Wire Gauge
AWPA	American Wood Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
BBR	Bending Beam Rheometer (asphalt binder test)
BMP	Best Management Practice (erosion)
BOF	Basic Oxygen Furnace (aggregate)
BSG	Bulk Specific Gravity
BTEX	Benzene, toluene, ethyl benzene, and xylene (a soil test)
BUSTR	Bureau of Underground Storage Tank Regulations (Division of Fire Marshal)
C&MS	Construction and Material Specifications
CAPWAP	Case Pile Wave Analysis Program
CBAE	Cut Back Asphalt Emulsion
CCRL	Cement and Concrete Reference Laboratory
CCS	Crushed Carbonate Stone
CECI	Contactors Erosion Control Inspector
CFR	Code of Federal Regulations
CIE	Commission Internationale d'Eclairage (illumination)
CPE	Construction Project Engineer (LPA Local-let Project specific)
CPESC	Certified Professional in Erosion and Sediment Control
CRS	Cationic Rapid Set (asphalt emulsion)
CRSI	Concrete Reinforcing Steel Institute
CSS	Cationic Slow Set (asphalt emulsion)
CVN	Charpy V-notch (steel test)
CWT	Hundred Weight (100 lbs)
DC	Direct Current
DCA	District Construction Administrator
DCE	District Construction Engineer
DDD	District Deputy Director
DET	District Engineer of Tests
DGE	District Geotechnical Engineer
DLS	Data Logging System (traffic markings)
DNR	Department of Natural Resources
DRC	Dry Rodded Condition (asphalt aggregate test)
DSR	Daily Source Report
DZA	Deficient Zone Average (concrete test)
EAF	Electric Arc Furnace
EDA	Earth Disturbing Activity
EEI	Edison Electric Institute
EIA	Electronic Industries Alliance
EPA	Environmental Protection Agency
EQS	Exceptional Quality Solids (compost)
FAA	Fine Aggregate Angularity (asphalt aggregate)
FCM	Fracture Critical Member (steel test)
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration, Department of Transportation

FRP	Fiber Reinforced Polymer
FSS	Federal Specifications and Standards, General Services Administration
GGBFS	Ground Granulated Blast Furnace Slag
GS	Granulated Slag
HDPE	High Density Polyethylene
HMWM	High Molecular Weight Methacrylate
ICEA	Insulated Cable Engineers Association
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineering Society
IMSA	International Municipal Signal Association
IPCEA	Insulated Power Cable Engineers Association
IPS	International Pipe Standard
ISSA	International Slurry Seal Association
ITE	Institute of Transportation Engineers
ITS	Intelligent Transportation System
IZEU	Inorganic Zinc Epoxy Urethane
JMF	Job Mix Formula
LED	Light Emitting Diode
LPA	Local Public Agency
LWT	Loaded Wheel Test (asphalt test)
MBF	Thousand Board Feet (wood)
MC	Medium Cure (asphalt emulsion)
MCB	Microchannel Bus (traffic controller)
MOV	Metal Oxide Varistor (traffic controller)
MPI	Magnetic Particle Inspection (steel test)
MSG	Maximum Specific Gravity (asphalt)
MTD	Maximum Theoretical Density (asphalt)
NACE	National Association of Corrosion Engineers
NCHRP	National Cooperative Highway Research Program
NEMA	National Electrical Manufacturers Association
NHI	National Highway Institute
NIST	National Institute of Standards and Technology
NOI	Notice of Intent
NPDES	National Pollutant Discharge Elimination System
NWE	Normal Water Elevation
OAC	Ohio Administrative Code
ODOT	Ohio Department of Transportation
OEPA	Ohio Environmental Protection Agency
OH	Open Hearth (aggregate)
OHWM	Ordinary High Water Mark
OMM	Office of Materials Management (the Central Office Laboratory)
OMUTCD	Ohio Manual of Uniform Traffic Control Devices
ORC	Ohio Revised Code
ORDC	Ohio Rail Development Commission
OSHA	Occupational Safety and Health Administration
OTO	Office of Traffic Operations
OWPCA	Ohio Water Pollution Control Act
OZEU	Organic Zinc Epoxy Urethane
PAT	Project Average Thickness (concrete test)

PAV	Pressure Aging Vessel (asphalt binder test)
PB	Polybutylene (conduit)
PCC	Portland Cement Concrete
PCS	Petroleum Contaminated Soil
PDA	Pile Dynamic Analysis (steel piling)
PE	Polyethylene (conduit)
PG	Performance Grade (asphalt binder grading system)
pH	Potential of Hydrogen
PLS	Pure Live Seed
PRC	Person in Responsible Charge (representation of the Local Public Agency)
PVC	Polyvinyl chloride
QA	Quality Assurance
QC	Quality Control
QCFS	Quality Control Fabricator Specialist (structures)
QCP	Quality Control Program, or Plan, or Points (steel test)
QPL	Qualified Products List
RAP	Reclaimed Asphalt Pavement
RAS	Reclaimed Asphalt Shingles
RC	Rapid Cure (asphalt emulsion)
REA	Rural Electrification Act
RFI	Radio Frequency Interference (traffic controller)
RH	Relative Humidity
RMS	Root Mean Square (traffic controller)
RPCC	Recycled Portland Cement Concrete
RPM	Raised Pavement Marker (traffic)
RS	Rapid Set (asphalt emulsion)
RTFO	Rolling Thin-Film Oven (asphalt binder test)
RUS	Rural Utilities Service
SAE	Society of Automotive Engineers
SBA	Styrene Butadiene Amine
SBR	Styrene Butadiene Rubber
SBS	Styrene Butadiene Styrene
SCD	Standard Construction Drawing
SDS	Safety Data Sheets
SF	Standard Fabricated members (structures)
SI	International System of Units (Metric)
SM	AASHTOWare Project Sitemanager™
SMA	Stone Matrix Asphalt
SPD	Surge Protection Device (traffic controller)
SPST	Single Pole / Single Throw (traffic controller)
SS	Slow Set (asphalt emulsion)
SSD	Saturated Surface Dry (aggregate)
SSPC	Society for Protective Coatings
SWPPP	Storm Water Pollution Prevention Plan
TAP	Traffic Authorized Product
TCE	Trichloroethylene
TMPTA	Tri-methylpropane Tri-acrylate (paint)

TNP	Total Neutralizing Power
TODS	Tourist-Oriented Directional Signs
TSEC	Temporary Sediment and Erosion Control
TSR	Tensile Strength Ratio (asphalt mix test)
UF	Unique Fabricated members (structures)
UL	Underwriters' Laboratories, Inc.
USACE	United States Army Corps of Engineers
USC	United States Code
VA	Verification Acceptance
VAC	Volts Alternating Current
VCA	Volume of Coarse Aggregate (asphalt mix test)
VECP	Value Engineering Change Proposal
VMA	Voids in the Mineral Aggregate
VME	VersaModule Eurocard (traffic controller)
WDT	Watchdog Timer
WEAP	Wave Equation Analysis (steel piling)
WPS	Welding Procedure Specification (steel test)
WZRPM	Work Zone Raised Pavement Marker (traffic)
XCU	Explosion, Collapse and Underground

101.03 Definitions. The following terms or pronouns, when used in the Contract Documents, are defined as follows:

Advertisement. The public announcement, as required by law, inviting Bids for Work to be performed or materials to be furnished.

Award. The written acceptance by the PRC and/or CPE of a Bid.

Bid. The offer of a Bidder, on the prescribed form properly signed and guaranteed, to perform the Work and to furnish the labor and materials at the prices quoted.

Bid Documents. The Bid Documents include the Invitation for Bids, Addenda, Proposal, Expedite file, contract form and required bonds, Specifications, Supplemental Specifications, Special Provisions, general and detailed plans, Plan notes, standard construction drawings identified in the Plans, notice to Contractor, and any other document designated by the LPA as a Bid Document, all of which constitute one instrument.

Bidder. An individual, firm, or corporation submitting a Bid for the advertised Work, acting directly or through the duly authorized representative, and qualified as provided in ORC 5525.02 to 5525.09.

Bridge. A structure, including supports, erected over a depression or an obstruction, such as water, a highway, or a railway, and having a track or passageway for carrying traffic or other moving loads and having a length measured along the center of roadway of 10 feet (3.048 m) or more between undercopings of abutments or extreme limits of openings for multiple boxes.

A. Length. The length of a bridge structure is the over-all length measured along the centerline of the roadway surface.

B. Roadway Width. The clear width measured at right angles to the longitudinal centerline of the bridge between the bottom of curbs or guard timbers or, in the case of multiple heights of curbs, between the bottoms of the lower risers. For curb widths of 1 foot (0.3 m) or less, the roadway width is measured between parapets or railings.

Calendar Day or Day. Every day shown on the calendar.

Certified Test Data. A test report from a manufacturer's or an independent laboratory approved by the Director listing actual test results of samples tested for compliance with specified LPA requirements. The LPA will accept certified test data from manufacturers' laboratories if their products have been used satisfactorily on prior LPA contracts and their test data has been confirmed. Include a statement that the test data furnished is representative of the material furnished to a LPA project or to a supplier. The report is identified by number or date and identifies the LPA project or supplier to which the material is shipped. Submit reports signed by a person having legal authority to act for the manufacturer or independent laboratory.

Change Order. A written order issued by the PRC and/or CPE to the Contractor, covering changes to the terms and conditions, plans and/or quantities, within or beyond the scope of the Contract and establishing the basis of payment and time adjustments for the work affected by the changes.

Claims. Disputes that are not settled through Steps 1 and 2 of the Dispute Resolution and Administrative Claim Process. The Dispute becomes a Claim when the Contractor submits a Notice of Intent to File a Claim.

Completion Date. The date, as shown in the Contract Documents, on which the Work contemplated shall be completed.

Construction Limits. These limits must encompass all Work. This includes removals, room for construction equipment to complete work, site access, etc.

Construction Project Engineer. Designee by the LPA to serve as the main contact for the Contractor, ODOT, FHWA, and any other agencies having an interest in the Project. The CPE is someone who is tasked with managing a Local-let LPA contract who is either a Professional Engineer or is working under the purview of a Professional Engineer.

Contract. The written agreement between the LPA and the Contractor setting forth the obligations of the parties, including, but not limited to, the performance of the Work and the basis of payment.

Contract Bond. The approved forms of security, executed by the Contractor and its Sureties, guaranteeing complete execution of the Work as required by the Contract Documents and the payment of all legal debts pertaining to the construction of the Project which security shall comply with and be subject to ORC 5525.16 and 5525.13, and related provisions.

Contract Documents. The Contract Documents include the Invitation for Bids, Addenda, Proposal, contract form and required bonds, Specifications, Supplemental Specifications, Special Provisions, general and detailed plans, Plan notes, standard construction drawings identified in the Plans, notice to contractor, Change Orders, Supplemental Agreements, Extra Work Contracts, "Accepted" and "Accepted as Noted" Working Drawings, and any other document designated by the LPA as a Contract Document, all of which constitute one instrument.

Contract Item (Pay Item). A specifically described unit of Work for which a price is provided in the Contract.

Contract Price. The amount of compensation bid by the Contractor for a Contract Item in the Proposal or the amount of compensation established for a Contract Item added or modified pursuant to the Contract Documents.

Contract Time. The number of workdays or calendar days, including authorized adjustments, allowed for completion of the Project. When a specified Completion Date is shown in the Contract Documents instead of the number of workdays or calendar days, completion of the Project shall occur on or before that date. Specified Completion Date and Calendar Day Contracts shall be completed on or before the day indicated even when that date is a Saturday, Sunday, or holiday.

Contractor. The individual, firm, or corporation contracting with the LPA for performance of prescribed Work, acting directly or through a duly authorized representative and qualified under the provisions of ORC 5525.02 to 5525.09 inclusive, and any amendments thereto.

County. The designated county in which the Work specified is to be done.

Culvert. Any structure not classified as a Bridge that provides an opening under the roadway.

Department. The Department of Transportation, State of Ohio.

Director. Administrative head of the Department appointed by the Governor.

Disputes. Disagreements, matters in question and differences of opinion between the Department's personnel and the Contractor.

District Testing. The Departments district testing laboratories.

Engineer. Duly authorized agent of the LPA acting within the scope of its authority for purposes of engineering and administration of the Contract. The Engineer can be either the Person in Responsible Charge (PRC) or the Construction Project Engineer (CPE). In managing the administration of the contract, the Engineer may confer with representatives of Industry including, but not limited to, the designer of record, landscape architects, environmental specialists, etc.

Engineered Drawings. A type of Working Drawing that requires the practice of engineering as defined in ORC 4733.01(E). Examples of Engineered Drawings include: Excavation Bracing Plans, Demolition Plans, Erection Plans, Falsework Plans, Cofferdam Plans, Causeway Plans, Jacking and Temporary Support Plans, Plans for Heavy Equipment on Structures, Plans for structures for Maintaining Traffic, and Corrective Work Plans.

Equipment. All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of the Work.

Extra Work. An item of Work not provided for in the Contract as awarded but found essential to the satisfactory completion of the Contract within its intended scope.

Extra Work Contract. A Contract concerning the performance of Work or furnishing of materials involving Extra Work. Such Extra Work may be performed at agreed prices or on a force account basis as provided in ORC 5525.14.

Fabricator. The individual, firm, or corporation that fabricates structural metals or prestressed concrete members as an agent of the Contractor.

Final Inspector. An Engineer appointed by the DDD who inspects the completed Work and accepts it if it complies with the Contract Documents.

Inspector. The Engineer's authorized representative assigned to make detailed inspections of Contract performance.

Invitation for Bids. The invitation for Proposals for all Work on which Bids are required. Such Proposal will indicate with reasonable accuracy the quantity and location of the Work to be done or the character and quality of the material to be furnished and the time and place of the opening of Proposals.

Laboratory. The testing laboratories of the Department, including the Office of Materials Management (OMM) located at 1600 West Broad Street, Columbus, Ohio, and the District testing facilities.

Local. The LPA responsible for managing the construction contract and acting through its authorized representative.

Materials. Any materials or products specified for use in the construction of the Project and its appurtenances.

Normal Water Elevation. Water elevation within a waterway produced by groundwater flow and not influenced or minimally influenced by surface water runoff. The Normal Water Elevation shown in the plans is approximate and will fluctuate seasonally and from year to year.

Partnering. A collaborative process for project cooperation and communication meant to achieve effective and efficient contract performance and completion of the Project within budget, on schedule, safely and with requisite quality in accordance with the contract.

Person in Responsible Charge (PRC). Serves as the agency contact for all issues or inquiries and ensures that all applicable state and federal regulations are followed on the project.

Plans. The drawings, standard construction drawings and supplemental drawings provided by the Department that show the location, character, dimensions, and details of the Work.

Prebid Question. A written inquiry submitted by a prospective bidder.

Professional Landscape Architect. A landscape architect registered with the Ohio Landscape Architects Board to practice landscape architecture in the State of Ohio.

Profile Grade. The trace of a vertical plane intersecting the top surface of the proposed wearing surface, usually along the longitudinal centerline of the roadbed. Profile grade means either elevation or gradient of such trace according to the context.

Project Limits. Project limits are points on the mainline centerline of construction where the proposed improvement, as described in the project description on the Title Sheet (excluding incidental construction), begins and ends

Project Right-of-Way. That portion of the Right-of-Way between the beginning and end of the Project.

Project. The specific section of the highway or route together with all appurtenances and Work to be performed thereon under the Contract.

Proposal. The approved form on which the LPA requires Bids to be prepared and submitted for the Work.

Proposal Guaranty. The security furnished with a Bid to guarantee that the Bidder will enter into the Contract if its Bid is accepted.

Questionnaire. The specified forms on which the Contractor shall furnish required information as to its ability to perform and finance the Work required under ORC 5525.01.

Reasonably Close Conformity. Reasonably close conformity means compliance with reasonable and customary manufacturing and construction tolerances where working tolerances are not specified. Where working tolerances are specified, reasonably close conformity means compliance with such working tolerances. Without detracting from the complete and absolute discretion of the Engineer to insist upon such tolerances as establishing reasonably close conformity, the Engineer may accept variations beyond such tolerances as reasonably close conformity where they will not materially affect the value or utility of the Work and the interests of the Department.

Registered Engineer. An engineer registered with the Ohio State Board of Registration for Professional Engineers and Surveyors to practice professional engineering in the State of Ohio

Registered Surveyor. A surveyor registered with the Ohio State Board of Registration for Professional Engineers and Surveyors to practice professional surveying in the State of Ohio.

Right-of-Way. A general term denoting land, property, or interest therein, usually in a strip, acquired for or devoted to a highway.

Road. A general term denoting a public way for purposes of vehicular travel, including the entire area within the Right-of-Way, as defined in ORC 5501.01.

Roadbed. The graded portion of a highway within top and side slopes, prepared as a foundation for the pavement structure and shoulder.

Roadside. The areas between the outside edges of the shoulders and the Right-of-Way boundaries. Unpaved median areas between inside shoulders of divided highways and infield areas of interchanges are included.

Roadside Development. Those items necessary to the highway that provide for the preservation of landscape materials and features; the rehabilitation and protection against erosion of all areas disturbed by construction through seeding, sodding, mulching, and the placing of other ground covers; such suitable planting; and other improvements as may increase the effectiveness and enhance the appearance of the highway.

Roadway. The portion of a highway within limits of construction.

Shop Drawings. Drawings accepted by the Contractor and submitted to the LPA that describe portions of the Work fabricated off site that are incorporated permanently with the project. LPA acceptance is not required.

Shoulder. The portion of the roadway contiguous to the traveled way for accommodation of stopped vehicles, for emergency use, and for lateral support of base and surface courses.

Sidewalk. That portion of the roadway primarily constructed for the use of pedestrians.

Signatures on Contract Documents. All signatures on Contract Documents must meet the requirements of 102.06.

Special Provisions. Additions and revisions to the standard and Supplemental Specifications covering conditions peculiar to an individual Project.

Specifications. The directions, provisions, and requirements contained herein as supplemented by the Supplemental Specifications and Special Provisions.

State. The State of Ohio acting through its authorized representative.

Street. A general term denoting a public way for purpose of vehicular travel, including the entire area within the Right-of-Way.

Structures. Bridges, culverts, catch basins, drop inlets, retaining walls, cribbing, manholes, endwalls, buildings, sewers, service pipes, underdrains, foundation drains, and other features that may be encountered in the Work and not otherwise classed herein.

Subcontractor. An individual, firm, or corporation to whom the Contractor sublets part of the Contract to be performed on the job site, who prior to such undertaking receives the written consent of the Director, and who is qualified under ORC 5525.02 through 5525.09 inclusive.

Subgrade. The portion of a Roadbed upon which the pavement structure and shoulders are constructed.

Substructure. All of that part of the structure below the bearings of simple and continuous spans, skewbacks of arches, and tops of footings of rigid frames, together with backwalls and wings.

Superintendent. The Contractor's authorized representative in responsible charge of the Work.

Superstructure. The entire structure except the Substructure.

Supplement. A list of requirements for fabrication plants, methods of test, or other miscellaneous requirements that are maintained on file in the Office of the Director.

Supplemental Agreement. A written agreement executed by the Contractor and by the PRC and/or CPE covering necessary alterations.

Supplemental Specifications. Detailed specifications supplemental to or superseding these Specifications.

Surety. The corporation, partnership, or individual, other than the Contractor, executing a bond furnished by the Contractor.

Titles (or Headings). The titles or headings of the sections and subsections herein are intended for convenience of reference and shall not be considered as having any bearing on their interpretation.

Waters of the United States. Waters that are under the jurisdiction of the Corps of Engineers under the Clean Water Act as defined by 33 CFR Ch. II Part 328, which as applied to Ohio means: the Ohio River and Lake Erie and any other river, stream, creek, lake, pond, or wetland that drains directly or indirectly into the Ohio River or Lake Erie.

Work. All labor, materials, equipment, tools, transportation, supplies, and other incidentals and all tasks that comprise the project or any portion thereof, as described by the Contract Documents.

Work Limits. Work Limits are the extreme limits of the contractor's responsibility on a project, including all temporary and incidental construction, with the exception of work zone traffic control devices required for maintenance of traffic.

Workday. A calendar day that the Contractor normally works.

Working Drawings. Contractor submitted drawings for work, not otherwise defined in the Bid Documents, and require LPA acceptance. Examples of Working Drawings include: Engineered Drawings, installation plans, certified drawings, and any other supplementary plans or similar data that the Contractor is required to submit for acceptance.

101.04 Interpretations. In order to avoid cumbersome and confusing repetition of expressions in these Specifications, it is provided that whenever anything is, or is to be, done, if, as, or, when, or where "contemplated, required, determined, directed, specified, authorized, ordered, given, designated, indicated, considered necessary, deemed necessary, permitted, reserved, suspended, established, approval, approved, disapproved, acceptable, unacceptable, suitable, accepted, satisfactory, unsatisfactory, sufficient, insufficient, rejected, or condemned," it shall be understood as if the expression were followed by the words "by the Engineer" or "to the Engineer."

102 BIDDING REQUIREMENTS AND CONDITIONS

102.01 Prequalification of Bidders. A Bidder must be prequalified by the Department according to ORC Chapter 5525 and the rules and regulations governing prequalification in order to submit a Bid. Upon request, the Department will provide a prequalification application, applicable rules and regulations, and other relevant information. For prospective Bidders that are not yet prequalified, furnish the Department with a properly completed prequalification application at least 30 days before the date specified for the receipt of Bids. The prequalification certificate is the Bidder's license to Bid and perform construction for the Department.

Subcontractors are not subject to the prequalification requirement unless otherwise specified by the LPA. The Prime Contractor will perform no less than 30 percent of the total original contract price unless a greater percentage is specified.

For foreign Contractors, refer to ORC 5525.18 and Ohio Administrative Rule 5501:2-3-07.

102.02 Contents of Bid Documents. Use the Proposal to prepare and submit Bids for the Work. Upon request, the LPA will provide Bid Documents that include or reference the following:

- A. Location and description of the Project.
- B. Estimate of quantities and description of the Work.
- C. Time to complete the Work.
- D. Amount of the Proposal Guaranty.
- E. LPA's deadline for receiving a completed Bid.
- F. Schedule of contract items.
- G. Standard Specifications, Special Provisions, Supplemental Specifications, and the Plans.
- H. Proposal.

102.03 Issuance of Proposals.

A. General. Upon request, the LPA will provide applicable rates and other relevant information for obtaining bidding information and submitting a Bid.

B. LPA Will Not Issue. The LPA may refuse to sell or issue Bid Documents to a prospective Bidder for any of the following reasons:

1. The prospective Bidder owes the LPA for previously issued plans.
2. The prospective Bidder has defaulted on previous contracts.
3. The prospective Bidder is debarred from bidding on and receiving Department contracts.
4. The prospective Bidder is currently in the debarment process.

102.04 Interpretation of Quantities in Proposal. The quantities in the Bid Documents are approximate and the LPA uses them for the comparison of Bids only.

The LPA will only pay the Contractor for the actual quantities of Work performed and accepted according to the Contract Documents. The LPA may increase, decrease, or omit the scheduled quantities of Work as provided in 109.04 without invalidating the Bid prices.

102.05 Examination of Bid Documents and Project Site and Submission of Prebid Questions. Carefully examine the Bid Documents and perform a reasonable site investigation before submitting a Bid. Submitting a Bid is an affirmative statement that the Bidder has investigated the Project site and is satisfied as to the character, quality, quantities, and the conditions to be encountered in performing the Work. A reasonable site investigation includes investigating the Project site, borrow sites, hauling routes, and all other locations related to the performance of the Work.

When available, the LPA will include in the Contract Documents or provide for the Bidder's review at the LPA's offices or website, one or more of the following:

- A. Record drawings.
- B. Available information relative to subsurface exploration, borings, soundings, water levels, elevations, or profiles.
- C. The results of other preliminary investigations.

A reasonable site investigation includes a review of these documents.

Should a question arise at any time during the examination of Bid Documents or investigation of the site the Bidder may seek clarification by submitting a Prebid Question. Responses to Prebid Questions by the LPA are not revisions to the Bidding Documents and are not binding.

102.06 Preparation of Bids.

SEE SECTION II: INSTRUCTIONS TO BIDDERS

102.07 Duty to Notify of Errors in Bid Documents. Notify the LPA of errors and omissions in the Bid Documents. The Contractor’s duty to disclose errors and omissions is not only a bidding requirement but is also a legal requirement that cannot be ignored.

Failure to provide the required notification prior to the opening of bids shall constitute a waiver by the Contractor and does not obligate the LPA for any costs based upon any apparent or patent ambiguity arising from insufficient data or obvious errors in the Bid documents. Knowingly withholding information regarding an error or omission in the Bid Documents, or intentionally misrepresenting an item of Work for financial or competitive gain may result in civil or criminal penalties in excess of the value of the item bid.

102.08 Unbalanced Bidding. Bid all items correctly and price each quantity as indicated in the Bid Documents. The LPA will reject a Mathematically Unbalanced Bid if the Bid is also Materially Unbalanced. A Mathematically Unbalanced Bid is a Bid containing lump sum or unit price items that do not include reasonable labor, equipment, and material costs plus a reasonable proportionate share of the Bidder’s overhead costs, other indirect costs, and anticipated profit. A Materially Unbalanced Bid is when the LPA determines that an award to the Bidder submitting a Mathematically Unbalanced Bid will not result in the lowest ultimate cost to the LPA.

102.09 Proposal Guaranty. The LPA will reject a Bid submitted without a Proposal Guaranty in the amount designated and payable to the Director. Submit the required Proposal Guaranty in one of the following forms:

- A. Properly executed project Bid bond submitted on the LPA’s form.
- B. Properly executed electronic bid transfer to the LPA's account.
- C. Certified check drawn on the account of the Bidder submitting the Bid.
- D. Cashier’s check.
- E. Properly executed electronic project Bid bond submitted using the software specified in the Bid Documents.

When submitting a Bid bond, ensure that the Surety is licensed to do business in the State.

If the LPA invites alternate Bids and the Bidder elects to Bid more than one alternate, the Bidder may submit one Proposal Guaranty in the amount required for a single alternate. The Proposal Guaranty covers each individual Bid.

If the LPA invites combined Bids and the Bidder elects to Bid only on one package, then the Bidder must submit only one Proposal Guaranty. If the Bidder bids on the combined Bid package, the Bidder must submit a Proposal Guaranty in the amount required for the combined Bid. The combined Proposal Guaranty covers each individual Bid.

102.10 Delivery of Bid.

SEE SECTION I: INFORMATION FOR BIDDERS

102.11 Withdrawal of Bids.

SEE SECTION II: INSTRUCTIONS TO BIDDERS

102.12 Combination Proposals. The LPA may elect to issue Bid Documents for projects in combination or separately, so that Bids may be submitted either on the combination or on separate units of the combination. The LPA reserves the right to make awards on combination Bids or separate Bids to the best advantage of the LPA. The LPA will not consider combination Bids, other than those it specifically identifies in the Bid Documents. The LPA will write separate Contracts for each individual Project included in the combination.

102.13 Public Opening of Bids. The LPA will publicly open Bids at the time and place indicated in the notice to Contractors. The LPA will announce the total Bid amount for each Bid.

Bidders or their authorized agent and other interested persons are invited to the opening.

The LPA may postpone the receipt of Bid time or the opening of Bids time. If the LPA changes the hour or the date of the receipt of Bids or the opening of Bids, it will issue an addendum or public notice to notify prospective Bidders.

102.14 Disqualification of Bidders.

SEE SECTION II: INSTRUCTIONS TO BIDDERS

102.15 Material Guaranty. Before any Contract is awarded, the LPA may require the Bidder to furnish a complete statement of the origin, composition, and manufacture of any or all Materials to be used in the construction of the Work together with samples. The LPA may test the samples as specified in these Specifications to determine their quality and fitness for the Work.

102.16 Certificate of Compliance with Affirmative Action Programs. Before any Contract is awarded, the LPA will require the Bidder to furnish a valid Certificate of Compliance with Affirmative Action Programs, issued by the State EEO Coordinator.

102.17 Drug-Free Safety Program. During the life of this project, the Contractor and all its Subcontractors, that provide labor on the Project site, must be enrolled in and remain in good standing in the Ohio Bureau of Worker's

Compensation (“OBWC”) Drug-Free Safety Program (“DFSP”) or a comparable program approved by the OBWC.

In addition to being enrolled in and in good standing in an OBWC-approved DFSP or a comparable program approved by the OBWC, the LPA requires each Contractor and Subcontractor that provides labor, to subject its employees who perform labor on the project site to random drug testing of 5 percent of its employees. The random drug testing percentage must also include the on-site supervisors of the Contractors and Subcontractors. Upon request, the Contractor and Subcontractor shall provide evidence of required testing to the LPA.

Each Subcontractor shall require all lower-tier Subcontractors that provides labor on the project site with whom the Subcontractor is in contract for the Work to be enrolled in and be in good standing in the OBWC-approved DFSP prior to a lower-tier Subcontractor providing labor at the Site.

The LPA 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 Safety Program (DFSP) Discount Program or a similar program approved by the Bureau of Workers’ Compensation within 8 days of the bid opening. Furthermore, the LPA will deny all requests to sublet when the subcontractor does not comply with the provisions of this section.

Failure of the Contractor to require a Subcontractor to be enrolled in and be in good standing in the an OBWC-approved DFSP prior to the time that the Subcontractor provides labor at the Site, shall result in the Contractor being found in breach of the Contract and that breach shall be used in the responsibility analysis of that Contractor or the Subcontractor who was not enrolled in a program for future contracts with the State for five years after the date of the breach.

103 AWARD AND EXECUTION OF CONTRACT

103.01 Consideration of Proposals. After opening and announcing the Bids, the LPA will compare the Bidders’ proposed prices. The proposed price is the summation of the products of the estimated quantities shown in the Proposal and the unit Bid prices. If the amount shown for the proposed product differs from the actual product of the unit Bid price and the estimated quantity, then the actual product will govern.

The LPA may reject any or all Bids, waive technicalities, or advertise for new Bids without liability to the LPA.

103.02 Award of Contract.

SEE SECTION I: INFORMATION FOR BIDDERS

103.03 Cancellation of Award. The LPA may cancel a Contract award at any time before all parties sign the Contract without liability to the LPA.

103.04 Return of Proposal Guaranty. Immediately after the opening and checking of Bids, the LPA will return all Proposal Guaranties provided in the form of a certified check or cashier’s check, except to the three lowest Bidders. Within 10 days after opening bids, the LPA will return the Proposal Guaranties of the two remaining unsuccessful Bidders. After the successful Bidder submits the signed Contract, Contract Bonds, and other Contract Documents, and after the LPA signs

the Contract, the LPA will return the Proposal Guaranty to the successful Bidder. The LPA will not return Bid bonds.

103.05 Requirement of Contract Bond. Furnish Contract Bonds within 10 days after receiving notice of award. Furnish Contract Bonds to the LPA and ODOT shall be names as an obligee on the prescribed form, in the amount of the Contract, and according to ORC 5525.16.

103.06 Execution of Contract.

SEE SECTION II: INSTRUCTIONS TO BIDDERS

103.07 Failure to Execute Contract. If the successful Bidder fails to sign the Contract and furnish the Contract Bonds, the LPA will have just cause to cancel the award. The successful Bidder shall forfeit the Proposal Guaranty to the LPA, not as a penalty, but as liquidated damages. The LPA may award the Contract to the next lowest responsive Bidder, re-advertise the Work, or take any other action decided by the PRC and/or CPE.

104 SCOPE OF WORK

104.01 Intent of the Contract Documents. The intent of the Contract Documents is to provide for the construction and completion of the Work. Perform the Work according to the Contract Documents.

104.02 Revisions to the Contract Documents.

A. General. The LPA reserves the right to revise the Contract Documents at any time. Such revisions do not invalidate the Contract or release the Surety, and the Contractor agrees to perform the Work as revised.

The provisions of this section are subject to the limitation of ORC 5525.14.

B. Differing Site Conditions. During the progress of the Work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract Documents or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract Documents, are encountered at the site, notify the Engineer as specified in 108.02.F of the specific differing conditions before they are disturbed or the affected Work is performed.

Upon notification, the Engineer will investigate the conditions and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any Work under the Contract, the LPA will make an adjustment and modify the Contract as specified in 108.06 and 109.05. The Engineer will notify the Contractor of the determination whether or not an adjustment of the Contract is warranted.

C. Suspension of Work. If the performance of all or any portion of the Work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation or time is due as a result of such suspension or delay, notify the Engineer as specified in 108.02.

Upon receipt of notice, the Engineer will evaluate the Contractor’s request. If the Engineer agrees that the cost or time required for the performance of the Work has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an equitable adjustment (excluding profit) and modify the contract as specified in 108.06 and 109.05. The Engineer will notify the Contractor of its determination whether or not an adjustment to the Contract Documents is warranted. Failure of the Engineer to suspend or delay the Work in writing does not bar the Contractor from receiving a time extension or added compensation according to 108.06 or 109.05.

The LPA will not make an adjustment under this subsection in the event that performance is suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this Contract.

D. Significant Changes in Character of the Work. The Engineer may increase or decrease quantities and alter the Work as necessary to complete the Project. The Engineer will make appropriate adjustments according to 108.06 and 109.05, if such alterations significantly change the character of the Work.

If the Contractor disagrees as to whether an alteration constitutes a significant change, use the notification procedures specified in 108.02.F.

The term “significant change” is defined as follows:

1. when the character of the Work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
2. when the product of the quantity in excess of the estimated quantity of a contract item and the unit price exceeds the limits set forth in Table 104.02-1.

TABLE 104.02-1

Contract Price	Contract Limits
Up to \$500,000	\$25,000
\$500,001 to \$2,000,000	5% of Total Contract Price
Over \$2,000,000	\$100,000

A quantity underrun is defined as follows:

- a. the estimated quantity of a contract item exceeds four units (this minimum quantity does not apply to pavement markings measured in units of miles), and
- b. the decrease in quantity of any unit price Contract Item exceeds 25 percent of the estimated quantity, and
- c. the total of all such adjustments for all Contract Items is more than \$400.

Then after the determination of final quantities according to 109.12.C, the Engineer will adjust the unit prices for the affected Contract item by multiplying the bid unit price by the factor obtained from Table 104.02-2.

TABLE 104.02-2

% Decrease	Factor	% Decrease	Factor
25	1.08	57	1.33
26 to 27	1.09	58	1.35
28 to 29	1.10	59	1.36
30 to 31	1.11	60	1.38
32 to 33	1.12	61	1.39
34 to 35	1.13	62	1.41
36	1.14	63	1.43
37 to 38	1.15	64	1.44
39	1.16	65	1.46
40 to 41	1.17	66	1.49
42	1.18	67	1.51
43	1.19	68	1.53
44 to 45	1.20	69	1.56
46	1.21	70	1.58
47	1.22	71	1.61
48	1.23	72	1.64
49	1.24	73	1.68
50	1.25	74	1.71
51	1.26	75	1.75
52	1.27	76	1.79
53	1.28	77	1.84
54	1.29	78	1.89
55	1.31	79	1.94
56	1.32	80 and over	2.00

When the increase in quantity or decrease in quantity of any unit price contract item does not exceed the limits set forth in Tables 104.02-1 and 104.02-2, the change is considered a minor change. The LPA will pay for minor changes in the Work at the unit bid price.

In place of 104.02(D) above, the LPA has the option to use the following language from 23 CFR 635.109(a)(3)

Significant changes in the character of work.

- (i) The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
- (ii) If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be

agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

(iii) If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

(iv) The term "significant change" shall be construed to apply only to the following circumstances:

(A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or

(B) When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

E. Eliminated Items. The LPA may partially or completely eliminate contract items.

The LPA will only make an adjustment to compensate the Contractor for the reasonable cost incurred in preparation to perform significantly changed work as set forth in 104.02.D or work completely eliminated prior to the date of the Engineer's written order to significantly change or completely eliminate the Work. The adjustment will be determined according to 109.04 and 109.05. Such payment will not exceed the price of the Contract Item.

The LPA will not seek a savings for maintaining traffic, mobilization, and construction layout stakes items for Eliminated Items of Work, unless there is a significant change.

F. Extra Work. Perform Extra Work as directed by the Engineer. The LPA will pay for Extra Work as specified in 109.05. Time extensions, if warranted, will be determined according to 108.06.

G. Unilateral Authority to Pay. The LPA has unilateral authority to pay the Contractor sums it determines to be due to the Contractor for work performed on the project. This unilateral authority to pay by the LPA does not preclude or limit the rights of the LPA and the Contractor to negotiate and agree to the amounts to be paid to the Contractor.

104.03 Rights in and Use of Materials Found on the Work. Upon obtaining the Engineer's approval, the Contractor may use material, such as stone, gravel, or sand, found in the plan excavation for another Contract Item. The LPA will pay for both the excavation of the material under the corresponding Contract Item and for the placement of the excavated material under the Contract Item(s) for which the excavated material is used. Excavate or remove material only from within the grading limits, as indicated by the slope and grade lines.

Obtain written permission from the Engineer according to 107.11.A.

104.04 Cleaning Up. Maintain the Project in a presentable condition. Remove all rubbish, layout stakes, sediment control devices as directed by the Engineer, excess material, temporary structures, and equipment, including stream channels and banks within the Right-of-Way at drainage structures, and all borrow and waste areas, storage sites, temporary plant sites, haul roads, and other ground occupied by the Contractor in connection with the Work. Establish suitable vegetative cover in these areas by seeding and mulching according to Item 659, except for cultivated fields. Leave the Project site in an acceptable condition as determined by the Engineer. The cost of cleanup is incidental to all contract items. The LPA may withhold 10 percent of the Bid amount for the mobilization contract item, if included, until performance under this section is complete. See 624.04.

105 CONTROL OF WORK

105.01 Authority of the Engineer. The Engineer will decide questions concerning all of the following:

- A. The quality and acceptability of Materials furnished.
- B. The quantity of Work performed.
- C. The Contractor's rate of progress.
- D. The interpretation of the Contract Documents.
- E. Acceptable fulfillment of the Contract.
- F. Contractor compensation.

The Engineer may suspend all or part of the Work when the Contractor fails to correct conditions that are unsafe for the workers or the general public, fails to comply with the Contract Documents, or fails to comply with the Engineer's orders. The Engineer may suspend the Work due to adverse weather conditions, conditions considered adverse to the prosecution of the Work, or other conditions or reasons in the public interest.

The Engineer's acceptance does not constitute a waiver of the LPA's right to pursue any and all legal remedies for defective work or work performed by the Contractor in an un-workmanlike manner.

105.02 Plans and Working Drawings. The Plans show details of structures, the lines and grades, typical cross-sections of the Roadway, and the location and design of structures. Keep at least one set of Plans at the Project at all times.

Prepare working drawings when required by the Contract Documents and after verifying applicable field and plan elevations, dimensions, and geometries. Where Work consists of repairs, extension, or alteration of existing structures, take measurements of existing structures to accurately join old and new Work.

Unless otherwise indicated, the LPA will review working drawing submittals to ensure conformance with the Contract and to provide the Contractor a written response to document the results of its review as follows:

- A. **“ACCEPTED.”** The LPA accepts the submittal for construction, fabrication, or manufacture.
- B. **“ACCEPTED AS NOTED.”** The LPA accepts the submittal for construction, fabrication, or manufacture, subject to the Contractor’s compliance with all LPA comments or corrections to the submittal. If also marked “RESUBMIT,” the LPA still accepts the submittal, but requires the Contractor to provide a corrected submittal to the LPA.
- C. **“NOT ACCEPTED.”** The LPA does not accept the submittal. The submittal does not conform to Contract requirements. Do not begin construction, fabrication, or manufacture of Work included in the submittal. Revise the submittal to comply with LPA comments or corrections and Contract requirements and provide the revised submittal to the LPA for another review.

“Accepted” and “Accepted as Noted” Working Drawings are Contract Documents as defined in 101.03. The LPA’s acceptance will not relieve the Contractor of responsibility to complete the Work according to the Contract nor relieve a signatory engineer’s responsibility as defined by OAC 4733-23. Include the cost of furnishing Working Drawings in the cost of the Work they cover.

105.03 Conformity with Contract Documents. Perform all Work and furnish all Materials in reasonably close conformity with the lines, grades, cross-sections, dimensions, and material requirements as shown on the Plans and as specified.

If the PRC and/or CPE determines the Work is not in reasonably close conformity with the Contract Documents and determines the Contractor produced reasonably acceptable Work, the PRC and/or CPE may accept the Work based on engineering judgment. The PRC and/or CPE will document the basis of acceptance in a Change Order that provides for an appropriate adjustment to the Contract Price of the accepted Work or Materials. If the PRC and/or CPE determines the Work is not in reasonably close conformity with the Contract Documents and determines the Work is inferior or unsatisfactory, remove, replace, or otherwise correct the Work at no expense to the LPA.

105.04 Coordination of the Contract Documents. The Contract Documents are those defined in 101.03. A requirement appearing in one of these documents is as binding as though it occurs in all. The Engineer will resolve discrepancies using the following descending order of precedence:

- A. Addenda.
- B. Proposal and Special Provisions.
- C. Plans.
- D. Supplemental Specifications.
- E. Standard Construction Drawings.
- F. Standard Specifications.

Immediately notify the Engineer upon discovering any latent error or omission in the Contract Documents.

105.05 Cooperation by Contractor.

Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Document.
2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
3. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

105.06 Superintendent. Provide a Superintendent for the Project that is available and responsive at all times and is responsible for all aspects of the Work, irrespective of the amount of subcontract Work. The Superintendent must be capable of reading and understanding the Contract Documents and experienced in the type of Work being performed. The Superintendent shall receive instructions from the Engineer or the Engineer's authorized representatives. The Superintendent shall promptly execute the Engineer's orders or directions and promptly supply the required materials, equipment, tools, labor, and incidentals.

105.07 Cooperation with Utilities. Unless otherwise provided for by the Contract Documents, the LPA will direct the utility owners to relocate or adjust water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals, and all other utility

appurtenances within the limits of the proposed construction at no cost to the Contractor.

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

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

The Contract Documents will indicate various utility items and indicate a time frame or date when the LPA expects the owners to complete utility relocation or adjustment. Provide utility owners adjusting facilities during construction with adequate notification of the scheduled Work to prevent conflict with the Contractor's schedule of operations.

When bidding, consider all permanent and temporary utility appurtenances in present and relocated positions as shown in the Contract Documents.

According to ORC 153.64 and at least 2 Workdays prior to commencing construction operations in an area that may affect underground utilities shown on the Plans, notify the Engineer, the registered utility protection service, and the owners that are not members of the registered utility protection service.

The owner of the underground utility shall, within 48 hours, excluding Saturdays, Sundays, and legal holidays, after notice is received, start staking, marking, or otherwise designating the location, course, ± 2 feet (± 0.6 m), together with the approximate depth of the underground utilities in the construction area.

If the utility owners fail to relocate or adjust utilities as provided for in the Contract Documents and the Contractor sustains losses that could not have been avoided by the judicious handling of forces, equipment, and plant, or by reasonable revisions to the schedule of operations, then the Engineer will adjust the Contract according to 108.06 and 109.05.

105.08 Cooperation Between Contractors. At any time, the LPA may contract for other work on or near the Project.

Separate Contractors working within the limits of the Project shall conduct their work without interfering with or hindering the progress or completion of Work being performed by other Contractors and shall cooperate with each other as directed by the Engineer.

105.09 Authority and Duties of the Inspector. Inspectors are authorized to inspect the Work and the preparation, fabrication, or manufacture of materials. Inspectors are not authorized to alter or waive requirements of the Contract Documents. Inspectors are authorized to notify the Contractor of Work that does not conform to the Contract; reject materials that do not conform to Specification requirements; and until the issue is decided by the Engineer, suspend portions of the Work if there is a question regarding the Contract Documents, use of unapproved

material, or safety. Inspectors are not obligated or authorized to provide direction, superintendence, or guidance to the Contractor, its crew, its subcontractors, or suppliers to accomplish the Work.

Any action or inaction of the Inspector does not constitute a waiver of the LPA's right to pursue any and all legal remedies for defective work or work performed by the Contractor in an un-workmanlike manner.

105.10 Inspection of Work. The Engineer may inspect materials and the Work. Provide the Engineer or the Engineer's representative access to the Work, information, and assistance necessary to conduct a complete inspection. Notify the Engineer at least 24 hours prior to all required inspections.

When directed by the Engineer, remove or uncover completed Work to allow inspection. After the Engineer's inspection, restore the Work according to the requirements of the Contract Documents. If the inspected Work conformed to the requirements of the Contract Documents, the LPA will pay for uncovering or removing and restoring the Work as Extra Work according to 109.05. If the inspected Work did not conform to the Contract Documents, the LPA will not pay for uncovering or removing and restoring the Work.

The LPA shall have the discretion to dictate the level of inspection for any item of work. The Contractor bears sole responsibility for the quality of work and compliance with the contract regardless of the LPA's level of inspection.

The LPA's failure to identify defective Work or material shall not, in any way, prevent later rejection when defective Work or material is discovered, or obligate the LPA to grant acceptance under 109.11 or 109.12.

Inspection of Work may include inspection by representatives of other government agencies or railroad corporations that pay a portion of the cost of the Work. This inspection will not make other government agencies or railroad corporations a party to the Contract and will not interfere with the rights of the Contractor or LPA.

105.11 Removal of Defective and Unauthorized Work. Work that does not conform to the requirements of the Contract is defective.

Unless the LPA formally accepts defective Work according to 105.03, immediately remove and replace defective Work.

Unauthorized Work is Work done contrary to the instructions of the Engineer, beyond the plan lines, or any extra work done without the LPA's permission. The LPA will not pay for unauthorized Work. The Engineer may order the Contractor to remove or replace unauthorized Work at no expense to the LPA.

If the Contractor fails to comply with the Engineer's orders under the provisions of this subsection, the PRC and/or CPE may correct or remove and replace defective or unauthorized Work and deduct the costs from the Contract Price.

105.12 Load Restrictions. Comply with all legal load restrictions when hauling materials on public roads.

Operate equipment of a weight or so loaded as to not cause damage to structures, to the roadway, or to other types of construction. Comply with subsection 501.05.B.6 for allowed loads on bridges.

Do not use off road vehicles on bases or pavements unless permitted by the PRC and/or CPE in writing.

Do not haul on concrete pavement, base, or structures before the expiration of the curing period.

Do not exceed the legal load limits in this section unless permitted by the PRC and/or CPE in writing.

105.13 Haul Roads. Prior to hauling equipment or materials, provide written notification to the Engineer of the specific roads or streets on the haul route. If the haul route includes roads and streets that are not under the jurisdiction and control of the LPA and the PRC determines that LPA controlled roads are not available or practical for a haul route, the Contractor may use local roads and streets that are not restricted by local authorities. If the PRC determines that LPA controlled roads are available and practical for a haul route, revise the proposed haul route provided in the original written notification and resubmit to the PRC.

If the Engineer determines that haul route roads were properly used during construction to haul equipment and materials and that the haul route roads were damaged, then the Engineer may order the Contractor to perform immediate and practical repairs to ensure reasonably normal traveling conditions. The Engineer will pay for repairs according to applicable provisions of 109.04 and 109.05.

The Contractor shall not file a claim for delays or other impacts to the Work caused by disputes with the local authorities regarding the use of local roads or streets as haul routes. The Contractor shall save the LPA harmless for any closures or hauling restrictions outside the Project limits beyond the control of the LPA.

105.14 Maintenance During Construction. Maintain the Work during construction and until Final Inspector accepts the work under 109.12, except for portions of the Work accepted under 109.11. The Contractor is responsible for damage done by its equipment.

Maintain the previous courses or subgrade during all construction operations, when placing a course upon other courses of embankment, base, subgrade, concrete or asphalt pavement, or other similar items previously constructed. This maintenance includes, but is not limited to draining, re-compacting, re-grading, or if destroyed, the removal of Work previously accepted by the LPA.

Maintain the Post Construction Storm Water Best Management Practice (BMP) features. Prevent sediment laden surface water from coming in contact with the BMP features during construction.

Maintain the Work during construction and before acceptance of the Work under 109.12, except for portions of the Work accepted under 109.11. The LPA will not provide additional compensation for maintenance work.

105.15 Failure to Maintain Roadway or Structure. If the Contractor, at any time, fails to comply with the provisions of 105.14, the Engineer will immediately notify the Contractor of such noncompliance. If the Contractor fails to remedy unsatisfactory maintenance within 24 hours after receipt of such notice, the Engineer

may immediately proceed to maintain the Project, and deduct the entire cost of this maintenance from monies due or to become due the Contractor on the Contract.

105.16 Borrow and Waste Areas. Prior to beginning borrow or wasting operations, obtain the Engineer's written approval of a detailed operation plan that addresses the following concerns:

- A. Control of drainage water.
- B. Cleanup, shaping, and restoration of disturbed areas.
- C. Disposal of regulated materials.
- D. Avoidance of regulated areas.
- E. Excavation and filling of waste and borrow areas.
- F. Saving of topsoil.
- G. Temporary Sediment and Erosion Control BMPs required for compliance under the Clean Water Act, Ohio Water Pollution Control Act, (OWPCA) (ORC Chapter 6111) and the NPDES permit.

Perform all engineering necessary to ensure long term stability of all side slopes and foundations of all borrow and waste areas. Furnish a certification by a Registered Engineer attesting to the stability of all borrow and waste areas. All damage resulting from the instability of borrow and waste areas, the removal of borrow materials, the placement of waste materials, or the hauling of material to and from these areas is the sole responsibility of the Contractor. Repairs to approved haul roads will be made in accordance with 105.13.

Perform all engineering, including any field investigation, necessary to ensure long term stability of all side slopes and foundations of all borrow and waste areas.

Ensure that all side slopes of all waste areas do not reduce horizontal sight distance as defined by the current version of ODOT's *Location and Design Manual*.

Have the proposed borrow and waste areas reviewed by an environmental consultant that is pre-qualified by the Department for ecological work. Have the environmental consultant certify that the proposed borrow and waste operations will not impact the "Waters of the United States" or an isolated wetland. If consultant certification is not provided, obtain the 404/401 permits necessary to perform the operations as proposed. Have the environmental consultant certify that the work conforms to the requirements of the permit(s). Provide all documentation submitted to obtain the appropriate permit(s) and a copy of the permit(s) to ODOT Office of Environmental Services.

If burning is permitted under the OAC-3745-19 and ORC 1503.18, submit a copy of the Ohio EPA permit and the Ohio DNR permit to the Engineer and copies of all information used to obtain the permit.

Prior to the disposal of waste materials, submit to the LPA an executed copy of the Contract or permission statement from the property owner. The Contract or permission statement must indicate that the waste materials are not the property of the LPA. Further, it must expressly state that the LPA is not a party to the Contract or permission statement and that the Contractor and property owner will hold the

LPA harmless from claims that may arise from their contract or permission statement.

Restoration of all borrow or waste areas includes cleanup, shaping, replacement of topsoil, and establishment of vegetative cover by seeding and mulching according to 104.04 and Item 659. Ensure the restored area is well drained unless approval is given by the Engineer to convert a pit area into a pond or lake, in which case confine restoration measures to the disturbed areas above the anticipated normal water level.

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.

The allowed use of Project Right-of-Way and other LPA property for borrow and waste is detailed in 104.03 and 107.11.

Borrow and Waste Area shall adhere to 107.10.

The cost of work described herein is incidental to the Contract, unless included under another item of work.

105.17 Construction and Demolition Debris. OAC-3745-37, OAC-3745-400, and ORC Chapter 3714 regulates the use and disposal of construction and demolition debris. Notify the local Board of Health or the local Ohio EPA office 7 days before placing Clean Hard Fill off the Right-of-Way. Submit copies of this notification to the Engineer.

Legally dispose of debris containing wood, road metal, or plaster at a licensed construction and demolition debris site.

Under the regulations cited above the disposal of brush, trees, stumps, tree trimmings, branches, weeds, leaves, grass, shrubbery, yard trimmings, crop residue, and other plant matter is restricted. If allowed by the Contract Documents, the Contractor may waste brush, trees, stumps, tree trimming, branches, weeds, leaves, grass, shrubbery, yard trimmings, crop residue, and other plant matter within the Right-of-Way. Otherwise, submit a plan and any required permits to legally dispose of these materials off the Right-of-Way to the Engineer. Provide all documents submitted to obtain this permit to the Engineer.

If the Project contains garbage or solid and hazardous waste, the Contract Documents will detail the removal of these items.

When wasting PCC, mix the PCC with at least 30 percent natural soil to construct an inner core in the waste area. Cover this inner core with 3 feet (1.0 m) of natural soil on the top and 8 feet (2.4 m) on the side slopes. Place and compact the material according to 203.06.D to prevent future settlement and sliding.

Clean Hard Fill consisting of reinforced or non-reinforced concrete, asphalt concrete, brick, block, tile or stone that is free of all steel as per 703.16 shall be managed in one or more of the following ways:

- A. Recycled into a usable construction material.
- B. Disposed in licensed construction and demolition debris facility.
- C. Used in legitimate fill operations on the site of generation according to 105.16.

D. Used in legitimate fill operations on a site other than the site of generation to bring a site up to grade.

A Beneficial Reuse Certification form needs to be properly executed by the Recipient prior to any material leaving the project.

105.18 Acceptance. The LPA will accept Work according to 109.12 or completed sections of the Project according to 109.11.

105.19 Value Engineering Change Proposals. The LPA will partner with the Contractor by considering a Contractor's submission of a Value Engineering Change Proposal (VECP) which must reduce the overall construction cost on projects not containing Design Build provisions. Savings in construction costs will be shared equally between the Contractor and the LPA. The LPA will partner with the Contractor by considering a VECP for time savings on projects not containing time-based award provisions. The economic value of the savings in time will be shared equally between the Contractor and LPA, however the impacted completion date shall be adjusted to the full amount. Time savings VECPs shall not consist of only acceleration and shall contain a substantial amount of material savings as determined by the LPA.

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 VECP designer may not be the designer of record. The submission of the VECP shall conform to Supplement 1113. Acceptance of a VECP is at the discretion of the LPA albeit the ODOT District and/or Central Office shall be involved for review and approval

The LPA will not approve VECPs with any of the following characteristics:

- A. Consist only of non-performing items of work contained in the plans.
- B. Include identified plan errors as part of the cost reduction, at the discretion of the LPA.
- C. Changes to any special architectural or aesthetic treatments or requires changes to NEPA commitments.
- D. Requires concrete beams to be installed with less than 17' vertical clearance over a state highway.
- E. Changes the type or buildup of permanent pavement.
- F. Compromises controlling design criteria or would require a design exception as discussed in Volume I, Section 100, of the Location and Design Manual.
- G. Proposes a time savings to any portion of work on a project which has an Incentive / Disincentive clause associated with Project award.

VECP engineering, design development and implementation costs are not recoverable. Contractor costs or delays due to the LPA's review or rejection of the VECP are not recoverable.

The LPA may reject the Contractor’s initial VECP or portions thereof and may proceed with such revisions without any obligations to the Contractor if the LPA already is considering revisions to the contract which are subsequently proposed as a VECP.

Acceptance of a VECP is at the sole discretion of the LPA and may be rejected for any reason.

105.20 As Per Plan Designation. Work item descriptions may include an “As Per Plan” (“APP”) designation in the proposal or the plans to assist with identifying Work with project specific requirements.

Read, bid and construct all items in accordance with all governing plan notes. The absence of an “As Per Plan” designation on work item descriptions having clear and controlling project specific requirements does not relieve the responsibility to read, bid and construct those particular items per the item’s governing project specific requirements. The “order of precedence” as identified by C&MS 105.04 will not be cause for disregarding project specific requirements for Work with or without an “As Per Plan” designation.

Item descriptions in the proposal or plans must be read or interpreted with the governing project specific requirements and the C&MS. Submit a Prebid Question per C&MS 102.05 if a perceived conflict exists between the work item description and the governing project specific requirements.

106 CONTROL OF MATERIAL

106.01 Source of Supply and Quality Requirements. Notify the Engineer of the proposed sources of supply before the delivery of materials. Submit material information to the Department per Supplement 1136. The Engineer may approve materials at the source of supply before delivery. If the proposed sources of supply cannot produce the specified material, then furnish materials from alternate sources without adjustment to the Contract Price or Completion Date.

106.02 Samples, Tests, and Cited Specifications. The Engineer will inspect and determine whether the materials comply with the specified requirements before they are incorporated into the Work. The LPA may sample and test materials or require certifications. Unless specified, the LPA will pay for and test materials according to AASHTO, ASTM, or the methods on file in the office of the Engineer. A qualified representative of the LPA will take test samples according to LPA procedures. Read any reference to other specifications or testing methods to mean the version in effect at the pertinent Project Advertisement date. All materials being used are subject to inspection, test, or rejection at any time before their incorporation into the Work. The LPA will furnish copies of the tests to the Contractor’s representative upon request. Furnish the required samples and specified material certifications at no expense to the LPA other than provided in 109.03.

Equip all transports and distributors hauling asphalt material with an approved submerged asphalt material sampling device.

106.03 Small Quantities and Materials for Temporary Application. The Engineer may accept small quantities and materials for temporary application that are not intended for permanent incorporation in the Work. The Engineer may accept these small quantities and materials for temporary application in either of the following cases:

- A. Where similar materials from the same source have recently been approved.
- B. Where the materials, in the judgment of the Engineer, will serve the intended purpose.

106.04 Plant Sampling and Testing Plan. The Engineer may undertake the inspection of materials at the source.

In the event plant sampling and testing is undertaken, the Contractor and its material provider shall meet the following conditions:

- A. Cooperate and assist the Engineer with the inspection of materials. Provide full entry to the Engineer at all times to such parts of the plant as may concern the manufacture or production of the materials being furnished. Agree to all documentation and inspection requirements of the DSR sampling and testing plan.
- B. If required by the Engineer, arrange for the inspector to use an approved building on site. The building should be located near the plant and independent of any building used by the material producer.
- C. Maintain and provide adequate safety measures at the plant at all times.

The LPA reserves the right to retest all materials that have been tested and accepted at the source of supply before their incorporation into the Work. After the approved materials have been delivered to the site, the LPA may reject all materials that when retested do not meet the requirements of the Contract Documents.

106.05 Storage of Materials. Properly store all materials to ensure the preservation of their quality and fitness for the Work. The Engineer may re-inspect stored materials before their incorporation into the Work, even though they were approved before storage. Locate stored materials to facilitate their prompt inspection. The Contractor may use approved portions of the Project Right-of-Way for storage; however, if any additional space is required, the Contractor must provide it at the Contractor's expense. Do not use private property for storage purposes without written permission from the owner or lessee. If requested by the Engineer, furnish copies of the written permission. Restore all storage sites to their original condition at no expense to the LPA. The Contractor and property owner will hold the LAP harmless from claims that may arise from their contract or permission statement. This subsection does not apply to the stripping and storing of topsoil, or to other materials salvaged from the Work.

Areas used to Store Materials shall conform to 107.10.

106.06 Handling Materials. Handle all materials in such manner as to preserve their quality and fitness for the Work. Transport aggregates from the storage site to the project site in vehicles constructed to prevent loss or segregation of materials after loading and measuring. Ensure that there are no inconsistencies in the

quantities of materials loaded for delivery and the quantities actually received at the place of operations.

106.07 Unacceptable Materials. Unacceptable materials are all materials not conforming to the requirements of these Specifications at the time they are used. Immediately remove all unacceptable materials from the project site unless otherwise instructed by the PRC and/or CPE. The PRC and/or CPE will determine if unacceptable materials may remain conforming to Supplement 1102. The PRC and/or CPE must approve the use of previously identified unacceptable materials that have been corrected or repaired. If the Contractor fails to comply immediately with any order of the PRC and/or CPE made under the provisions of this subsection, the PRC and/or CPE will have authority to remove and replace defective materials and to deduct the cost of removal and replacement from any monies due or to become due to the Contractor.

106.08 LPA-Furnished Material. Furnish all materials required to complete the Work, except when otherwise provided in the Proposal.

The LPA will deliver the LPA-furnished materials to the Contractor at the points specified in the Contract Documents.

Include the cost of handling and placing of all LPA-furnished materials in the contract price for the contract item for which they are used.

The LPA will hold the Contractor responsible for all material upon delivery of the materials to the Project site. The LPA will make deductions from any monies due the Contractor to make good any shortages and deficiencies, for any cause whatsoever, and for any damage that may occur after such delivery, and for any demurrage charges.

106.09 Steel and Iron Products Made in the United States. Furnish steel products that are made in the United States according to the applicable provisions of State of Ohio laws, ORC 153.011 and 5525.21. "United States" means the United States of America and includes all territory, continental or insular, subject to the jurisdiction of the United States.

A. State Requirements. All steel products used in the Work for load-bearing structural purposes must be made from steel produced in the United States. State requirements do not apply to iron.

B. Exceptions. The Director may grant specific written permission to use foreign steel products in bridge construction. The Director may grant such exceptions under either of the following conditions:

1. The cost for each contract item used does not exceed 0.1 percent of the total contract cost, or \$2,500, whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project..

2. The director determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

C. Proof of Domestic Origin. Furnish documentation to the Engineer showing the domestic origin of all steel products covered by this section, before they are incorporated into the Work. Products without a traceable domestic origin will be treated as a non-domestic product.

106.10 Qualified Products List. The LPA may use Qualified Product Lists (QPL) for approval of manufactured materials. The ODOT Office of Materials Management (OMM) will maintain the QPL and the standard procedure for the QPL process. Inclusion of a material onto the QPL will be determined by OMM with support from other Department offices. To be kept on the QPL, manufacturers must recertify their material according to the Department's standard procedure by January 1 of each year. When a material requires QPL acceptance, only provide materials listed on the QPL at the time of delivery of the material to the project. Provide the Engineer documentation according to the Department's standard procedure that, at the time of delivery, the material provided is on the QPL.

106.11 Maritime Transportation. On federal-aid projects, ensure that project-specific materials or equipment transported by ocean vessel are in compliance with 46 CFR 381 and the Cargo Preference Act. Transport at least 50% of any equipment or materials on privately owned United States-flag commercial vessels, if available.

106.12 Traffic Authorized Product. The LPA may use Traffic Authorized Product (TAP) List for approval of products used in Intelligent Transportation Systems (ITS) or Traffic Signal Systems. The ODOT Office of Traffic Operations will maintain the TAP and the standard procedure for the TAP process. Inclusion of a product onto the TAP will be determined by Office of Traffic Operations with support from other Department offices. To be kept on the TAP, manufacturers must recertify their product according to the Department's standard procedure by February 28 of each year. When a product requires TAP acceptance, only provide products listed on the TAP at the time of delivery of the product to the project. Provide the Engineer documentation according to the LPA's standard procedure that, at the time of delivery, the material provided is on the TAP.

106.13 Certified Supplier. The LPA may use Certified Suppliers for approval of manufactured materials. The ODOT Office of Materials Management (OMM) will maintain the Certified Supplier list and the procedure for the Certified Supplier process. Inclusion of a material onto the Certified Supplier list will be determined by OMM with support from other Department offices. Administration of the Certified Supplier Program will be in accordance with Supplement 1139.

107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107.01 Laws to be Observed. Stay fully informed of all Federal and State laws, all local laws, ordinances, and regulations, and all orders and decrees of authorities having any jurisdiction or authority that affect those engaged or employed on the Work, or that affect the conduct of the Work. Observe and comply with all such laws, ordinances, regulations, orders, and decrees. The Contractor shall protect and indemnify the State, respective Local and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees, subcontractors, or agents.

The Contractor, under Title VI of the Civil Rights Act and related statutes, agrees that in the hiring of employees for the performance of Work under this Contract or any subcontract hereunder, neither the Contractor, the subcontractor, nor any person

acting on behalf of such Contractor or subcontractor shall, by reasons of race, religion, color, sex, national origin, disability or age, discriminate against any citizen of the United States in the employment of labor or workers, who is qualified and available to perform the Work to which the employment relates.

Neither the Contractor, the subcontractor, nor any person on their behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Contract on account of race, religion, color, sex, national origin, disability or age.

Comply with OAC-4123:1-3, entitled “Specific Safety Requirements of the Industrial Commission of Ohio Relating to Construction,” as amended, and with the Federal Occupational Safety and Health Act of 1970 and Code of Federal Regulations, Title 29, Chapter XVII, Part 1926 and as amended.

107.02 Permits, Licenses, and Taxes. Procure all permits and licenses; pay all charges, fees, and taxes; and provide all notices necessary and incidental to the due and lawful prosecution of the Work.

107.03 Patented Devices, Materials, and Processes. Before employing any design, device, material, or process covered by letters of patent or copyright, provide for its use by suitable legal agreement with the patentee or owner. The Contractor and the Surety shall indemnify and save harmless the State, respective Local, any affected third party, or political subdivision from any and all claims for infringement of patented design, device, material, process, or any trademark or copyright, and shall indemnify the State for any costs, expenses, and damages that it may be obliged to pay by reason of any infringement, at any time during the prosecution or after the completion of the Work.

107.04 Restoration of Surfaces Opened by Permit.

SEE PLAN DETAILS

107.05 Federal-Aid Provisions. When the United States Government pays for all or any portion of the Project’s cost, the Work is subject to the inspection of the appropriate Federal agency.

Such inspections will not make the Federal Government a party to this Contract. The inspections will in no way interfere with the rights of either party to the Contract.

107.06 Sanitary Provisions. Provide and maintain sanitary accommodations in a neat condition for the use of employees and LPA representatives that comply with the requirements of the State and local Boards of Health, or of other authorities having jurisdiction over the Project.

107.07 Public Convenience and Safety. At all times, ensure that the Work interferes as little as possible with the traffic. Provide for the safety and convenience of the general public and the residents along the highway and the protection of persons and property. Do not close any highways or streets unless specifically allowed by the Contract.

Any illegal drugs, drug paraphernalia, mobile drug labs or dumps, weapons or firearms found on the Project Right of Way shall be considered a potential crime scene and shall not be handled or moved. Immediately notify law enforcement and the Project Engineer.

107.08 Bridges Over Navigable Waters. Conduct all Work on navigable waters so that it does not interfere with free navigation of the waterways and that it does not alter the existing navigable depths, except as allowed by permit issued by the U.S. Coast Guard. Work within the flood plain of a navigable stream may require a permit from the U.S. Army Corps of Engineers. If an U.S. Army Corps of Engineers permit is required, provide all documentation submitted to obtain the permit(s) and a copy of the permit(s) to the LPA.

107.09 Use of Explosives. When the use of explosives is necessary for the prosecution of the Work, exercise the utmost care not to endanger life or property, including new Work. The Contractor is responsible for all damage resulting from the use of explosives.

Obtain written permission to perform in-stream blasting from the Chief of the Division of Wildlife, Ohio DNR according to ORC 1533.58. Provide the Engineer with all documentation submitted to obtain this permit and with a copy of the permit.

The Contractor agrees, warrants, and certifies that it will observe State laws and local ordinances and regulations relative to the use and storing of explosives kept on the Project site.

Perform all blasting operations according to Item 208.

107.10 Protection and Restoration of Property. The Contractor is responsible for the preservation of all public and private property impacted by the Contractor's operations.

The Contractor is responsible for all damage or injury to property, during the prosecution of the Work, resulting from any act, omission, neglect, defective work or materials, or misconduct in the manner or method of executing the Work. The Contractor will remain responsible for all damage and injury to property until the Project is accepted under 109.12, except for portions of the Work accepted under 109.11.

If the Contractor causes any direct or indirect damage or injury to public or private property by any act, omission, neglect, or misconduct in the execution or the non-execution of the Work, then it must restore, at its own expense, the property to a condition similar or equal to that existing before the damage or injury.

If mail boxes, road, or street name signs and supports interfere with the Work, then remove and erect them in a temporary location during construction in a manner satisfactory to and as directed by the Engineer. After completion of the Work and before final acceptance of the Project, erect the mailboxes, road, or street name signs and supports in their permanent locations according to the plans unless otherwise directed by the Engineer. Consider the cost of this Work as incidental to the affected items.

Cooperate with the Engineer in protecting and preserving survey monuments that are affected by the Work as required by ORC 5519.05. At the beginning of the Work, verify the position of all survey monuments in the area to be improved, according to 623. If survey monuments not shown in the Contract Documents are unexpectedly encountered, then protect, reference, and preserve them in the same manner as survey monuments that are shown in the Contract Documents.

Do not create staging areas, store materials and equipment, or borrow or waste materials in areas labeled as an environmental resources areas in the Contract Documents. All properties to be utilized by the Contractor outside the project Work Limits must be cleared for all environmental resource impacts prior to the beginning of work. Environmental resources include but may not be limited to:

1. Cultural Resources
 - a. Buildings, structures, objects, and sites eligible for or listed on the National Register of Historic Places
 - b. Historic or prehistoric human remains, cemeteries, and/or burial sites (pursuant with ORC 2909.05 and 2927.11)
2. Ecological Resources
 - a. Wetlands
 - b. Streams
 - c. Wooded areas with trees to be removed in excess of 8 inches diameter at breast height
3. Public Lands
 - a. Lands meeting the criteria of 49 U.S.C. 303, 23 CFR 771.135: 4(f).
 - b. Lands meeting the criteria of 16 U.S.C. 4601-4, 36 CFR59.1: 6(f).
4. FEMA Mapped 100 year Floodplains
5. Hazardous Waste Areas

Except for locations utilized specifically for:

1. Parking of equipment between workdays for maintenance type projects:
2. Reuse of Clean Hard Fill as described in CA-EW-20 (ODOT Beneficial Reuse Form). Prior to transferring Clean Hard Fill from the project, fully execute form CA-EW-20 and provide appropriate documentation to the Engineer as described for each reuse option.

All areas proposed to be utilized by the Contractor outside the project construction limits and not described above shall be reviewed by environmental Contractor(s) that are prequalified by the Department for each environmental resource. Exception (1.) noted above only applies to projects with “maintenance” in the project description. Have the consultant(s) certify that the proposed site to be utilized for the Contractor will not impact:

1. Cultural Resources
2. Ecological Resources
3. Public Lands
4. FEMA Mapped 100 year Floodplains
5. Hazardous Waste Areas

Provide all documentation and the consultant certification to the ODOT Office of Environmental Services with a copy to the Engineer.

Should the areas proposed for use by the Contractor outside the project right of way limits contain environmental resources the Contractor is responsible to the LPA for all environmental clearances and permits prior to the beginning of work.

107.11 Contractor's Use of the Project Right-of-Way or Other LPA-Owned Property.

A. Disposal of Waste Material and Construction Debris and Excavation of Borrow on the Project Right-of-Way or on Other LPA-Owned Property. Dispose of waste material according to 105.16 and dispose of construction debris according to 105.17. In addition to the rights granted in 104.03, the Contractor's use of the Project Right-of-Way or other LPA-owned property for the disposal of waste material and construction debris and excavation of borrow material is restricted as follows:

1. If the Contract Documents identify locations for the disposal of waste material and construction debris or excavation of borrow material within the Project Right-of-Way or on other LPA-owned property, then only perform these operations in these designated locations.

2. If the Contract Documents do not identify locations for the disposal of waste material and construction debris or excavation of borrow material within the Project Right-of-Way or on other LPA-owned property, then do not Bid assuming that the LPA will make such locations available.

If the Contractor's request to use locations within the Project Right-of-Way or on other LPA-owned property is approved by the Engineer, then the LPA may allow the Contractor to dispose of waste material and construction debris or excavate borrow material for a fee of \$0.50 per cubic yard.

B. Contractor's Use of Portable Plants Within the Project Right-of-Way or on Other LPA-Owned Property. The Contractor's use of portable plants within the Project Right-of-Way or on other LPA-owned property is limited as follows:

1. If the Contract Documents identify locations within the Project Right-of-Way or on other LPA-owned property to place a portable plant, then only place a portable plant in these designated locations subject to the requirements of 107.11.C.

2. If the Contract Documents do not identify locations within the Project Right-of-Way or on other LPA-owned property to place a portable plant, then do not bid assuming that the LPA will make such locations available.

However, the LPA will consider a Value Engineering Change Proposal (VECP) for the placement of a portable plant within the Project Right-of-Way or on other LPA-owned property and, if accepted, may allow the use of a particular site on its property subject to the requirements of 107.11.C.

C. Placement of a Portable Plant within the Project Right-of-Way or on Other LPA-Owned Property. To place a portable plant within the Project Right-of-Way or on other LPA-owned property, comply with the following requirements:

1. Local noise ordinances.

2. Obtain any necessary EPA permits for the operation of the plant. Provide the LPA with a copy of the information submitted to obtain the permit and a copy of the permit.

3. Provide the Engineer written certification that the plant will supply material only for the Project for which it was approved. Do not use the plant to supply any other project or to sell materials commercially.

4. Submit a traffic control plan to the Engineer for approval that details the anticipated truck movements and provides acceptable protection, warning, and guidance to motorists, pedestrians, and the workers.

D. Equipment Storage and Staging. The Contractor may use, fee-free, any portion of the Project within the Project Right-of-Way for staging, equipment storage, or an office site with the approval of the Engineer, provided such usages do not interfere with the Work and are not prohibited by the Contract Documents. Do not bid in anticipation of using any properties within the Project Right-of-Way or LPA-owned property outside the Project Right-of-Way for equipment storage or staging.

E. Equipment Removal and Site Restoration. Remove all Contractor equipment and completely restore all utilized sites used as required by 104.04 before Final Acceptance as provided in 109.12.

107.12 Responsibility for Damage Claims and Liability Insurance. The Contractor shall indemnify and save harmless the State and all of its representatives, municipalities, counties, public utilities, any affected railroad or railway company, and any fee owner from whom a temporary Right-of-Way was acquired for the Project from all suits, actions, claims, damages, or costs of any character brought on account of any injuries or damages sustained by any person or property on account of any negligent act or omission by the Contractor or its subcontractors or agents in the prosecution or safeguarding of the Work.

The Contractor shall procure and maintain insurance for liability for damages imposed by law and assumed under this Contract, of the kinds and in the amounts hereinafter provided from insurance companies authorized to do business in the State by the Ohio Department of Insurance. The cost of insurance is incidental to all contract items. Before the execution of the Contract by the PRC, furnish to the LPA a certificate or certificates of insurance in the form satisfactory to the LPA demonstrating compliance with this subsection. Provide an insurance certificate or certificates that show that the Contractor's liability and auto policies coverage are not reduced, restricted, or canceled until 30 days written notice has been given to the LPA by the insurer.

Mail all certificates and notices to: Administrator, Office of Contracts, Ohio Department of Transportation, 1980 West Broad Street, Columbus, Ohio 43223.

Upon request, the Contractor shall furnish the LPA with a certified copy of each policy, including the provisions establishing premiums.

The types and minimum limits of insurance are as follows:

A. Workers' Compensation Insurance. Comply with all provisions of the laws and rules of the Ohio Bureau of Workers' Compensation covering all operations under Contract with the LPA whether performed by it or its subcontractors. In

addition, if a portion of the Work is performed from a barge or ship or requires unloading material from a barge or ship on a navigable waterway of the United States, it is the responsibility of the Contractor to arrange coverage for that portion of the Work under the Longshore and Harborworkers' Compensation Act [33 USC Section 901 *et seq.*] and the Jones Act [5 USC Section 751 *et seq.*] and provide proof of coverage to the LPA.

B. Commercial General Liability Insurance. The minimum limits for liability insurance are as follows:

General Aggregate Limit	\$2,000,000
Products - Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000

Obtain the above minimum coverages through primary insurance or any combination of primary and umbrella insurance. In addition, the LPA will require the General Aggregate Limit on a per project basis.

Ensure that the Commercial General Liability Insurance policy names the State of Ohio, Local Public Agency, its officers, agents, and employees as additional insureds with all rights to due notices in the manner set out above. Obtain Explosion, Collapse, and Underground (XCU) coverage at the same limits as the commercial general liability insurance policy. In addition, if blasting is to be performed, obtain XCU coverage providing a minimum Aggregate Limit of \$5,000,000 and Each Occurrence Limit of \$1,000,000. Submit proof of insurance, endorsements, and attachments to the Engineer prior to starting the Work.

C. Comprehensive Automobile Liability Insurance. The Comprehensive Automobile Liability policy shall cover owned, non-owned, and hired vehicles with minimum limits as follows:

Bodily Injury and Property Damage Liability Limit	
Each Occurrence	\$1,000,000

Insurance coverage in the minimum amounts set forth neither relieves the Contractor from liability in excess of such coverage, nor precludes the LPA from taking such other actions as are available to it under any other provisions of this Contract or otherwise in law.

Clearly set forth all exclusions and deductible clauses in all proof of insurance submitted to the LPA. The Contractor is responsible for the deductible limit of the policy and all exclusions consistent with the risks it assumes under this Contract and as imposed by law.

If the Contractor provides evidence of insurance in the form of certificates of insurance, valid for a period of time less than the period during which the Contractor is required by terms of this Contract, then the LPA will accept the certificates, but the Contractor is obligated to renew its insurance policies as necessary. Provide new certificates of insurance from time to time, so that the LPA is continuously in possession of evidence that the Contractor's insurance is according to the foregoing provisions.

If the Contractor fails or refuses to renew its insurance policies or the policies are canceled or terminated, or if aggregate limits have been impaired by claims so that the amount available is under the minimum aggregate required, or modified so that the insurance does not meet the requirements of 107.12.C, the LPA may refuse to make payment of any further monies due under this Contract or refuse to make payment of monies due or coming due under other contracts between the Contractor and the LPA. The LPA in its sole discretion may use monies retained pursuant to this subsection to renew or increase the Contractor’s insurance as necessary for the periods and amounts referred to above. Alternatively, should the Contractor fail to comply with these requirements, the LPA may default the Contractor and call upon the Contractor’s Surety to remedy any deficiencies. During any period when the required insurance is not in effect, the Engineer may suspend performance of the Contract. If the Contract is so suspended, the Contractor is not entitled to additional compensation or an extension of time on account thereof.

Nothing in the Contract Documents and insurance requirements is intended to create in the public or any member thereof a third-party beneficiary hereunder, nor is any term and condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

107.13 Reporting, Investigating, and Resolving Motorist Damage Claims.

REPLACE THE WORD “DEPARTMENT” WITH “CITY” IN ODOT CMS ITEM 107.13

107.14 Opening Sections of Project to Traffic. The Engineer may order the Contractor to open a section of the Work to the safe use of traffic at any time. The LPA will make an adjustment according 108.06 and 109.05 to compensate the Contractor for the added costs and delay, if any, resulting from such an opening.

107.15 Contractor’s Responsibility for Work. Until the Final Inspector accepts the Work during the Final Inspection according to 109.12.A, the Contractor is responsible for the Project and will take every precaution against injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work. Rebuild, repair, restore, and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before final acceptance. Bear the expense of the repairs except when damage to the Work was due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor. Unforeseeable causes include but are not restricted to; (a) earthquake, floods, tornados, high winds, lightning or other catastrophes proclaimed a disaster or emergency, (b) slides, (c) civil disturbances, or (d) governmental acts.

In the event that the Engineer determines that damage to completed permanent items of Work results from traffic using a substantially completed section of Roadway, the LPA may compensate the Contractor for repair of the damage as authorized by Change Order. Additionally, if traffic permanently damages beyond use and of the following temporary maintenance of traffic items, the LPA may compensate the Contractor for replacement of the item as authorized by Change Order:

- Arrow board,
- Work zone signal, pole, or controller,

Lighting unit or pole,
Changeable message sign,
Work Zone Impact Attenuator,
Truck Mounted Impact Attenuator,
Digital Speed Limit Sign Assembly.
Portable Barrier

To receive compensation for the damage to permanent items of Work or temporary maintenance of traffic items named above, the Contractor must first meet the following requirements.

A. Notify the Engineer of each occurrence of damage in writing within 10 Calendar Days.

B. Contact the local law enforcement agency to determine if the accident was investigated and a report filed. If an accident report was filed, obtain the report and notify the motorist, and copy their insurance company, via certified mail informing both that the motorist is responsible for the cost of damage repairs. If the motorist does not respond within 30 days, make a second attempt to contact the motorist and copy the insurance company via certified mail.

C. If no response is received from the motorist or insurance company within 30 days of the motorist receipt of the second notice, send a letter to the Engineer within eighteen months of the event and include documentation of good faith effort to seek recovery from responsible parties.

D. The LPA will make an adjustment according to 108.06 and 109.05 to compensate the Contractor for the added costs and delays, if any, resulting from the repair or replacement of damaged Work.

If there is no accident report on file and no means of identifying the responsible motorist, the Contractor may likewise be compensated to repair the damaged Work.

In case of suspension of Work by the Contractor or under the provisions of 105.01, the Contractor is responsible for the Project and shall take necessary precautions to prevent damage to the Project; provide for normal drainage; and erect any necessary temporary structures, signs, or other facilities at its expense. During such period of suspension of Work, properly and continuously maintain in an acceptable growing condition all living material in newly established plantings, seedings, and soddings furnished under the Contract, and take adequate precautions to protect new tree growth and other important vegetative growth against injury.

The Engineer may direct the Contractor to remove graffiti any time during the Work. The LPA will make an adjustment according to 108.06 and 109.05 to compensate the Contractor for the added costs and delays, if any, resulting from all ordered graffiti removal.

107.16 Contractor's Responsibility for Utility Property and Services. At points where the Contractor's operations are adjacent to properties of railway, cable, telephone, and power companies, or are adjacent to other property, and any damage to their property may result in considerable expense, loss, or inconvenience, do not

commence with the operation until all arrangements necessary for the protection of the property have been made.

Cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations to ensure these operations progress in a reasonable manner, that duplication of rearrangement Work may be reduced to a minimum, and that services rendered by those parties will not be unnecessarily interrupted.

In the event interruption to underground or overhead utility services results from an accidental breakage or from being exposed or unsupported, immediately alert the occupants of nearby premises as to any emergency that the accidental breakage may create at or near such premises. Then notify the Engineer and the owner or operator of the utility facility of the disruption and cooperate with the said utility owner or operator in the restoration of service. If water service is interrupted, perform the repair work continuously until the service is restored unless the repair work is performed by the local governmental authority. Do not begin Work around fire hydrants until the local fire authority approves provisions for continued service.

107.17 Furnishing Right-of-Way. The LPA is responsible for securing all necessary Right-of-Way in advance of construction. The Bid Documents will indicate any exceptions. The LPA will notify all prospective Bidders in writing before the date scheduled for receipt of Bids regarding the specific dates certain parcels will be made available to the Contractor.

107.18 No Waiver of Legal Rights. The following LPA actions do not waive the LPA's rights or powers under the Contract, or any right to damages herein provided:

- A. Inspection by the Engineer or by any of Engineer's duly authorized representatives.
- B. Any order, measurements, or certificate by the PRC and/or CPE, or LPA representatives.
- C. Any order by the PRC and/or CPE or LPA representatives for the payments of money or the withholding of money.
- D. Acceptance of any Work.
- E. Any extension of time.
- F. Any possession taken by the LPA or its duly authorized representatives.

The LPA will not consider any waiver of a breach of this Contract to be a waiver of any other subsequent breach.

107.19 Environmental Protection. Comply with all Federal, State, and local laws and regulations controlling pollution of the environment. Avoid polluting streams, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, sediments, or other harmful materials, and avoid polluting the atmosphere with particulate and gaseous matter.

By execution of this contract, the Contractor, will be deemed to have stipulated as follows:

- A. 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.

B. 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.

C. That the firm shall promptly notify the LPA 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.

D. 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.

Fording of streams is prohibited. Causeways for stream and river crossings or for Work below a bridge are permitted provided:

A. The causeway complies with the requirements of the 404 Permit the LPA obtained for the Project.

B. The Contractor obtains a 404 Permit from the U.S. Army Corps of Engineers if the LPA has not obtained such a permit. Obtain the 404 Permit prior to beginning construction of the causeway. The LPA does not guarantee that the Contractor will be able to obtain a 404 Permit.

Comply with all current provisions of the Ohio Water Pollution Control Act (OWPCA), (ORC Chapter 6111). The LPA will obtain a storm water permit under the OWPCA provisions when the plan work acreage requires a permit. Apply for a permit to cover operations outside the Project limits shown on the plans as required by the OWPCA provisions. When the LPA has not applied for a permit on the Project and a permit is required under the provisions of the OWPCA because of the total area of the Contractor's work, apply for, obtain, and comply with the required permit for both the Work within Project limits and the Contractor's work.

The LPA has obtained the required permits from the U.S. Army Corps of Engineers and Ohio EPA for Work in the "Waters of the United States" and isolated wetlands under ORC Chapter 6111. Comply with the requirements of these permits.

When equipment is working next to a stream, lake, pond, or reservoir, appropriate spill response equipment is required. Do not stockpile fine material next to a stream, lake, pond, or reservoir.

Take precautions to avoid demolition debris and discharges associated with the excavation and hauling of material from entering the stream. Remove any material that does fall into the stream as soon as possible.

When excavating in or adjacent to streams, separate such areas from the main stream by a dike or barrier to keep sediment from entering the stream. Take care

during the construction and removal of such barriers to minimize sediment entering the stream.

Contain, collect, characterize and legally dispose of all liquid waste and sludge generated during the work. Do not mix wastes with storm water. Do not discharge any liquid waste without the appropriate regulatory permits. Manage liquid waste and sludge in accordance with ORC Chapter 6111 and all other laws, regulations, permits and local ordinances relating to this waste. Liquid waste management is incidental to the Work unless otherwise specified in the contract.

Control the fugitive dust generated by the Work according to OAC-3745-17-07(B), OAC-3745-17-08, OAC-3745-15-07, and OAC-3745-17-03 and local ordinances and regulations. Prior to the initiation of abrasive coating removal, pavement cutting or any other construction operation that generates dust, demonstrate to the Engineer that construction related dust will be controlled with appropriate Reasonable Available Control Measures (RACM) as described in OEPA Engineering Guide #57 (<http://epa.ohio.gov/dapc/engineer/eguides.aspx>).

In addition, use dust control measures when fugitive dust creates unsafe conditions as determined by the Engineer. Perform this work without additional compensation except for Item 616.

Perform open burning according to 105.16.

107.20 Civil Rights. Comply with Federal, State, and local laws, rules, and regulations that prohibit unlawful employment practices including that of discrimination because of race, religion, color, sex, national origin, disability or age and that define actions required for Affirmative Action and Small Business Enterprise (SBE) programs.

107.21 Prompt Payment. In accordance with ORC 4113.61, make payment to each subcontractor and supplier within 10 Calendar Days after receipt of payment from either the Department or LPA for Work performed or materials delivered or incorporated into the Project, 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 supplier.

A. Bonded subcontractors. Withhold no retainage from bonded subcontractors.

B. Unbonded subcontractors and suppliers. Withhold from unbonded subcontractors and suppliers the percent retainage, if any, the Contractor feels necessary to protect itself.

Retainage cannot exceed eight percent of the estimates paid until fifty percent of the work has been satisfactorily completed, then the amount retained cannot exceed four percent. Progressively and proportionately release any retainage held, as set forth in any subcontractor or supplier agreement. For the purposes of this section, a subcontractor's work is satisfactorily completed when payment for a subcontractor's work or supplier's material has been made by the Department or LPA. No subcontract provision shall permit the Contractor to delay subcontractor's retainage payments until the Project's final payment.

Also require that this contractual obligation be placed in all subcontractor and supplier contracts that it enters into and further require that all subcontractor and suppliers place the same payment obligation in each of their lower tier contracts. If

the Contractor, subcontractors, or supplier subject to this provision fail to comply with the 10 Calendar Day requirement, the offending party shall pay, in addition to the payment due, interest in the amount of 18 percent per annum of the payment due, beginning on the eleventh Calendar Day following the receipt of payment from either the Department or LPA and ending on the date of full payment of the payment due plus interest.

Repeated failures to pay subcontractors and suppliers timely pursuant to this subsection will result in a finding by the LPA that the Contractor is in breach of Contract and subject to all legal consequences that such a finding entails. Further, repeated failures to pay timely pursuant to this subsection will result in a lower evaluation score for the Contractor and those subcontractors who are subject to evaluation by the Department.

107.22 Unmanned Aircraft Systems. If the project requires or anticipates the use of Unmanned Aircraft Systems within LPA Right of Way, the Contractor will follow proper risk assessment and federal regulations in accordance with Supplement 1132.

108 PROSECUTION AND PROGRESS

108.01 Subletting of the Contract. Perform Work amounting to not less than 50 percent of the Contract Price with its own organization, unless otherwise approved by the PRC or CPE. The phrase “its own organization” includes only workers employed and paid directly, inclusive of employees who are employed by a lease agreement acceptable to the PRC or CPE, and equipment owned or rented with or without operators by the Contractor. The phrase does not include employees or equipment of a subcontractor, assignee, or agent of the Contractor. Obtain the PRC or CPE’s written consent to subcontract, sublet, sell, transfer, assign, or otherwise relinquish rights, title, or interest in the Work. Provide the PRC or CPE with a copy of all Small Business Enterprise subcontracts.

The Contractor’s percentage of the total Contract Price includes the cost of materials and manufactured products purchased by the Contractor, but not the cost of materials and manufactured products purchased by subcontractors.

The PRC or CPE will calculate the Contractor’s percentage based on the quantities shown in the Proposal and the unit prices of the contract items to be performed by the Contractor’s organization. If the Contractor performs only a portion of a contract item, then the PRC or CPE will determine the proportional value administratively on the same basis. The PRC or CPE will follow this procedure even when the part not subcontracted consists only of the procurement of materials. However, if a firm both sells the materials to the Contractor and performs the Work of incorporating the materials into the Project, then the PRC or CPE will consider these two phases in combination and as a single subcontract. If an affiliate of the firm either sells the materials or performs the Work, the PRC or CPE may refuse approval. An affiliate is one who has some common ownership or other close relation to said firm.

Use actual subcontract prices for calculating compliance with any Small Business Enterprise (SBE) percentage subcontracting obligations. If only a part of a contract item is sublet, then determine its proportional value administratively on the same basis. The PRC or CPE will follow this procedure even when the part not sublet consists only of procuring materials. However, if a firm both sells the materials to the Contractor and performs the work of incorporating the materials into the Project, then the LPA will consider these two phases in combination and as a single subcontract. If an affiliate of the firm either sells the materials or performs the Work, the LPA may refuse approval.

108.02 Partnering. It is the intent of the LPA to partner every project. The purpose of Partnering is to develop a proactive effort and spirit of trust, respect, and cooperation among all stakeholders in a project. Partnering does not affect the terms and conditions of the Contract. The Partnering process in this section is Self-facilitated Partnering performed by the Project personnel. Costs associated with the Self-facilitated Partnering process are incidental to the Contract.

A. Preconstruction Meeting. Meet with the Engineer for a Preconstruction Meeting before beginning the Work. At or before the meeting, submit the initial progress schedule to the PRC. Prepare the schedule according to 108.03.

Furnish a list of proposed subcontractors and material suppliers at or before the Preconstruction Meeting. If the Contractor fails to provide the required submissions at or before the Preconstruction Meeting, the Engineer may order the meeting suspended until they are furnished. Do not begin the Work until the meeting is reconvened and concluded or the Engineer gives specific written permission to proceed.

B. Initial Partnering Session. In conjunction with the PRC and/or CPE, determine whether the Initial Partnering Session will be conducted as part of the Preconstruction Meeting or as a separate meeting. Partnering shall have its own agenda with specific time set aside to develop the necessary partnering protocols. Develop the Partnering agenda with the PRC and/or CPE.

Identify and invite all stakeholders necessary to make the Project successful including utility companies, other transportation entities (i.e., railroads), community leaders, all Project participants including subcontractors.

During the Initial Partnering Session, consider developing Partnering teams consisting of LPA and Contractor senior personnel and Project personnel. Consider the following items for discussion:

1. Identifying and developing a consensus on project goals consistent with the contractual obligations, including specific goals concerning safety, quality, schedule, and budget.
2. Deciding how the teams will measure progress on Project goals.
3. Identifying any potential risks to the Project's success, mitigation strategies and an implementation plan for the appropriate strategies.
4. Defining key issues, project concerns, joint expectations, roles of key partnership leaders, lines of decision making authority, and share relevant information to help determine the scope of the Partnering efforts.

5. Identifying any opportunities for project enhancement, enhancement strategies and a specific action plan for implementing strategies.

6. Developing a communication protocol to enhance communication on the Project

7. Developing an issue identification and resolution process that identifies and attempts to resolve issues at the level closest to the work. The issue identification and resolution process will develop all the necessary steps for issue elevation including Notice and Mitigation defined in 108.02.F and the Dispute Resolution and Administrative Claims Process defined in 108.02.G.

8. On-line surveys of Project participants may be used to evaluate Project goals and help identify issues either before or immediately after the Initial Partnering Session. The on-line survey is located on the Division of Construction Management's Partnering website:

www.dot.state.oh.us/Divisions/ConstructionMgt/Pages/Partnering.aspx

C. Progress Meetings. Hold monthly Progress Meetings unless the frequency is otherwise determined at the Preconstruction Meeting. Coordinate with the Engineer to determine agenda topics prior to each meeting. The purpose of Progress Meetings is to keep open communication between the Contractor and the Engineer. The senior personnel team is encouraged to participate in all Progress Meetings. Include Partnering as an agenda item at the Progress Meetings.

D. Post-milestone Meeting. In conjunction with the PRC and/or CPE, determine whether the Post-milestone Meeting will be conducted as part of the Progress Meeting or as a separate meeting for multi-year, multi-phase, or projects with critical items of work or milestone dates. Consider discussing and updating items from the Initial Partnering Session in addition to items specific to the Project. All stakeholders should be invited to attend.

E. Partnering Monitoring.

N/A

F. Mitigation and Notice. Mitigation of any issue, whether caused by the LPA, Contractor, third-party or an intervening event, is a shared contract and legal requirement. Mitigation efforts include, but are not limited to, re-sequencing work activities, acceleration, and substitution of materials. Mitigation efforts may or may not result in additional costs. Mitigation efforts which result in additional cost will be compensated per 109.05.B or 109.05.C

1. Contractor Initial Oral Notification. Provide oral notification upon discovery of an issue to the PRC and/or CPE that a circumstance may require a revision to the Contract Documents prior to pursuing or constructing future work that will impact mitigation efforts of the issue. Upon notification, the PRC and/or CPE will attempt to resolve the identified issue as quickly as possible.

2. Contractor Written Early Notice. If the PRC and/or CPE has not resolved the identified issue within two (2) working days after receipt of oral notification, provide written notice to the PRC and/or CPE of any circumstance that may require a revision to the Contract Documents or may result in a dispute. This early notice

must be given by the end of the second working day following the discovery of the circumstance.

The PRC and/or CPE and Contractor shall maintain records of labor, equipment, and materials used on the disputed work or made necessary by the circumstance. Such records will begin when early notice is received by the PRC and/or CPE. Tracking such information is not an acknowledgement that the LPA accepts responsibility for payment for this disputed work.

If an issue is not resolved through the initial mitigation efforts, either abandon or escalate to the Dispute and Administrative Claims Process defined in 108.02.G.

G. Dispute Resolution and Administrative Claims Process. Whenever an issue is elevated to a dispute, the parties shall exhaust the LPA’s Dispute Resolution and Administrative Claim process set forth below as a condition precedent to filing an action in the Ohio Court of Claims. The following procedures do not otherwise compromise the Contractor’s right to seek relief in any Ohio Court with legal jurisdiction.

All parties to the dispute must adhere to the Dispute Resolution and Administrative Claim process. Informal discussions with the LPA are permissible during the Step 1 review. Do not contact LPA personnel who are to be involved in a Step 2 or Step 3 review until a decision has been issued by the previous tier. LPA personnel involved in Step 2 or Step 3 reviews will not consider a dispute until the previous tier has properly reviewed the dispute and issued a decision.

Failure to meet any of the timeframes outlined above or below or to request an extension may terminate further review of the dispute and serve as a waiver of the Contractor’s right to file a claim. Failure by the LPA to meet the timeframes outlined in this section will be a de facto equivalent time extension to the Contractor for the subsequent Dispute Resolution and Administrative Claims Process step.

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

Continue with all Work during the Dispute Resolution and Administrative Claims process, including that which is in dispute. The LPA will continue to pay for Work.

The LPA will not make the adjustments allowed by 104.02.B, 104.02.C, and 104.02.D if the Contractor did not give notice as specified in 108.02.F.1 and 108.02.F.2. This provision does not apply to adjustments provided in Table 104.02-2.

LPA SHALL SPECIFY

Dispute Resolution Templates can be found on the following ODOT Office of Local Programs Website.

<http://www.dot.state.oh.us/Divisions/Planning/LocalPrograms/Pages/LocalLetProcesses.aspx>

H. Post Construction Meeting. The LPA will conduct a Post Construction Meeting with the Contractor prior to the project finalization. The PRC and/or CPE will invite the design agency and any other stakeholders deemed necessary including utility companies, other transportation entities (i.e. railroads), community leaders, all Project participants including subcontractors performing critical work to attend this meeting.

Consider the following items for discussion:

1. Project Safety.
2. How were the goals evaluated or measured?
3. How were foremen/ workers involved in the Partnering process?
4. How were the subcontractors involved in the Partnering process?
5. How were relationships with key stakeholders managed?
6. Teambuilding activities or unique motivational activities.

I. Partnering Close-Out Survey.

N/A

108.03 Prosecution and Progress. Start the Work according to 108.02. Notify the Engineer at least 24 hours before starting the Work. If the prosecution of the Work is suspended, notify the Engineer a minimum of 24 hours in advance of resuming operations.

Pursue the Work diligently and continuously as to complete the Project by the Completion Date.

A. Progress Schedule.

1. General. Furnish a bar chart progress schedule to the PRC and/or CPE for review at or before the Preconstruction Meeting. 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 LPA 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.

a. Include the following Administrative Identifier Information:

- (1) Project Number
- (2) County
- (3) Route Number
- (4) PID Number
- (5) Completion Date
- (6) Contractor's Name
- (7) Contractor's Dated Signature
- (8) LPA'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 LPA, 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.

b. 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.

2. Early Completion Schedule. An Early Completion Schedule is defined as a baseline schedule or update schedule which anticipates completion of all work prior to the Completion Date established by the contract documents and the Contractor submits as an Early Completion Schedule. In the event that an Early Completion Schedule is accepted, the Engineer will initiate a change order amending the Completion Date to the finish date shown on the accepted Early Completion Schedule. The amended Completion Date will be effective upon execution of that change order and all contract provisions concerning the Completion Date such as incentives, disincentives, excusable delays, compensable delays, and liquidated damages will be measured against the amended Completion Date. The Contractor may elect not to execute the change order amending the Completion Date; however, in so doing, the Contractor waives its rights to delay damages in meeting the projected early Completion Date.

3. 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.

4. 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 LPA 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.

108.04 Limitation of Operations. Limit operations to prevent unnecessary inconvenience to the traveling public. If the Engineer concludes that the extent of the Contractor's Work unnecessarily inconveniences the public or concludes limiting operations are necessary to protect the existing or new construction from damage, the Engineer will require the Contractor to finish portions of Work in progress before starting new Work.

108.05 Character of Workers Methods and Equipment. Provide personnel with sufficient skills and experience to perform assigned tasks.

Ensure that no debarred individuals listed on the Federal website: www.epls.gov or State debarment list at the website: www.dot.state.oh.us/divisions/contractadmin/ act in any ownership, leadership, managerial, or other similar position that could influence the operations of an entity doing business with the LPA.

If the Engineer gives written notification that specific Contractor or subcontractor personnel are improperly performing the Work, intemperate, disorderly, or creating a hostile work environment, remove the identified personnel from the Project. Do not allow removed personnel to return to the Project without the Engineer's approval.

The Engineer may suspend the Work by written notice under this subsection for the following reasons:

- A. The Contractor does not furnish sufficient skilled and experienced personnel to complete the Project by the Completion Date.
- B. The Contractor does not remove personnel from the Project as directed in writing by the Engineer.

Use equipment of sufficient size and mechanical condition to complete the Project by the Completion Date. Ensure that the equipment does not harm the roadway, adjacent property, other highways, workers, or the public.

If the Contract Documents do not prescribe the methods and equipment required to accomplish the Work, determine the methods or equipment necessary to complete the Work according to the Contract.

If the Contract Documents specify methods and equipment to perform the Work, use such methods and equipment, unless others are authorized by the Engineer. Obtain the Engineer's written approval before substituting alternate methods or equipment. To obtain the Engineer's approval, submit a written description of the alternate methods and equipment proposed and an explanation of the reasons for making the change. The Engineer's approval of the substitute methods and equipment does not relieve the Contractor of the obligation to produce Work according to 105.03. If after trial use of the substituted methods or equipment, the Engineer determines that the Work does not conform to the Contract Documents, then complete the remaining Work using the specified methods and equipment. Remove all deficient Work and replace it according to the Contract Documents, or take such other corrective action as directed by the Engineer. The Engineer's authorization to substitute alternate methods and equipment will not change the basis of payment for the construction items involved or the Contract Time.

108.06 Determining a Time Extension to the Completion Date and Payment for Excusable Delays.

A. General. The LPA will only extend the Completion Date if an excusable delay, as specified in 108.06.B or 108.06.D, delays Work on the critical path shown on the accepted progress schedule and impacts the Completion Date. The critical path is defined as; the longest path of activities in the project that determines the project schedule completion date. The activities that make-up the critical path of activities are the “Critical Activities.” Any extension of the Completion Date will be executed by a change order.

Mitigation of any delay, whether caused by the LPA, Contractor, third-party or an intervening event, is a shared contract and legal requirement. Mitigation efforts include, but are not limited to, re-sequencing work activities, acceleration, and continuation of work through an otherwise planned shutdown period. The Contractor and Engineer must explore and discuss potential mitigation efforts in a timely manner.

The LPA will not evaluate a request for extension of the Completion Date unless the Contractor notifies the Engineer as specified in 108.02.F. Notification shall be in writing to the Engineer within 30 days following the termination of the event giving rise to the request and shall be accompanied by supporting analysis and documentation.

The Engineer will evaluate the Contractor’s analysis and determine the time extension due, if any. The Engineer will measure all time extensions in Calendar Days. For delays measured in Workdays, the Engineer will convert Workdays to Calendar Days by multiplying by 1.4 for a 5-day work week or less; 1.2 for a 6-day work week; and 1 for a 7-day work week; and extend the Completion Date by the resulting number of Calendar Days plus any holidays the Contractor does not normally work that occur in the extension period. When the conversion of Workdays to Calendar Days results in a decimal of 0.5 or greater, the Engineer will round the number of Calendar Days to the next highest whole number. When the conversion results in a decimal less than 0.5, the Engineer will delete the decimal portion of the Calendar Days.

The Engineer will not grant an extension of time for delays incurred from December 1 to April 30 unless the Contractor’s accepted progress schedule depicts work on the critical path occurring during this period.

The Engineer may order the Contractor to continue Work after November 30 and compensate the Contractor for costs incurred due to cold weather Work.

The Contractor’s plea that insufficient time was specified is not a valid reason for an extension of time.

The LPA will relieve the Contractor from associated liquidated damages, as specified in 108.07, if the Engineer extends the Completion Date under 108.06.A.

The extended Completion Date shall then have the same standing and effect as though it was the original Completion Date.

If the Contractor contends that an excusable delay is also compensable, as specified in 108.06.D, submit a detailed cost analysis of the requested additional compensation along with the request for extension of Completion Date.

B. Excusable, Non-Compensable Delays. Excusable, non-compensable delays are delays that are not the Contractor's or the LPA's fault or responsibility. The Engineer will not grant additional payment for excusable, non-compensable delays.

The following are excusable, non-compensable delays:

1. Delays due to floods, tornadoes, lightning strikes, earthquakes, or other cataclysmic phenomena of nature.
2. Delays due to weather as specified in 108.06.C.
3. Extraordinary delays in material deliveries the Contractor or its suppliers cannot foresee or avoid resulting from freight embargoes, government acts, or area-wide material shortages. Delays due to the Contractor's, subcontractor's, or supplier's insolvency or mismanagement are not excusable.
4. Delays due to civil disturbances.
5. Delays from fires or epidemics.
6. Delays from labor strikes that are beyond the Contractor's, subcontractor's, or supplier's power to settle and are not caused by improper acts or omissions of the Contractor, subcontractor, or supplier.
7. Added quantities that delay an activity on the critical path.
8. All other delays not the Contractor's and LPA's fault or responsibility.

C. Extension to the Completion Date for Weather or Seasonal Conditions. A weather day is defined as a workday that weather or seasonal conditions reduced production by more than 50 percent on items of work on the critical path. Submit the dates and number of weather days in writing to the Engineer at the end of each month. In the event the Contractor fails to submit weather days at the end of each month the Engineer will determine the dates and number of weather days from project records.

Delays caused by weather and seasonal conditions should be anticipated and will be considered as the basis for an extension of time when the Contractor's accepted progress schedule depicts Work on the critical path and the actual workdays lost exceeds the number of work days lost each month as determined by Table 108.06-1.

TABLE 108.06-1

Month	Number of Workdays Lost Due to Weather
January	8
February	8
March	7
April	6
May	5
June	5
July	4
August	4
September	5
October	6
November	6
December	6

This table applies to the duration between contract execution and original completion date. Extensions for weather days beyond the original completion date will be for the actual workdays lost each month.

Lane closures within the project, 60 days or less as indicated in the contract documents, which are impacted by weather will be extended for the actual work days lost each month. Lane closures within the project, 61 days or longer as indicated in the contract documents, which are impacted by weather will be extended when the actual work days lost exceeds the number of anticipated work days lost each month as determined by Table 108.06-1.

The Engineer will not consider weekends and holidays as lost workdays unless the Contractor normally works those days or unless the Engineer directs the Contractor to work those days.

D. Excusable, Compensable Delays. Excusable, compensable delays are delays that are not the Contractor’s fault or responsibility, and are the LPA’s fault or responsibility or are determined by judicial proceeding to be the LPA’s sole responsibility or are the fault and responsibility of a local government. For the following excusable, compensable delays, the Engineer will extend the Completion Date if the conditions specified in 108.06.A are met:

1. Delays due to revised Work as specified in 104.02.B, 104.02.D, or 104.02.F.
2. Delays due to utility or railroad interference within the Project limits.
3. Delays due to an Engineer-ordered suspension as specified in 104.02.C.
4. Delays due to acts of the government or a political subdivision other than the LPA.
5. Delays due to the neglect of the LPA or its failure to act in a timely manner.

Compensation for excusable, compensable delays will be determined by the Engineer according to 109.05.D.

E. Non-Excusable Delays. Non-excusable delays are delays that are the Contractor's fault or responsibility. All non-excusable delays are non-compensable.

F. Concurrent Delays. Concurrent delays are separate critical delays that occur at the same time. When a non-compensable delay is concurrent with a compensable delay, the Contractor is entitled to additional time but not entitled to additional compensation.

108.07 Failure to Complete on Time. If the Contractor fails to complete the Work by the Completion Date, then the PRC and/or CPE, if satisfied that the Contractor is making reasonable progress, and deems it in the best interest of the public, may allow the Contractor to continue in control of the Work. The LPA will pay the Contractor for Work performed on the Project less any liquidated damages incurred.

If the Work is not completed by the Completion Date and the PRC and/or CPE permits the Contractor to remain in control, prosecute the Work at as many different places, at such times, and with such forces as the PRC requests. Provide a written plan for the completion of the Work.

For each calendar day that Work remains uncompleted after the Completion Date, the LPA will deduct the sum specified herein from any money due the Contractor, not as a penalty, but as liquidated damages. The PRC will adjust the Completion Date or other contractually mandated dates for delays specified in 108.06.B.7 and 108.06.D.

Permitting the Contractor to continue and complete the Work or any part of the Work after the Completion Date, or after extensions to the Completion Date, will in no way operate as a waiver on the part of the LPA of any of its rights under the Contract.

Provided the project is available for use as intended by the Contract and the Work remaining will not impact traffic, the Contractor may submit a request that the LPA suspend the assessment of liquidated damages for a stated period of time. For the limited purposes of assessing liquidated damages, the closing of a shoulder is not considered an impact upon traffic. Submit this request within 30 days of the assessment of the liquidated damages. In addition to the written plan required to remain in control of the Work as stated above, this request should include at a minimum the Work left to be completed, the reason(s) the Work is incomplete or on hold, as well as, methods, resources and timelines for pursuing the same. This will define diligent pursuit of the work. Once accepted, and provided both of the following criteria are met, the LPA may suspend the assessment of liquidated damages:

A. The Contractor is diligently pursuing the remaining Work.

B. Necessary items are completed and operational to provide an appropriate level of safety to the traveling public. These items include but are not limited to signs, pavement markings, guardrail, attenuators, signals and RPM's.

TABLE 108.07-1 SCHEDULE OF LIQUIDATED DAMAGES

Original Contract Amount (Total Amount of the Bid)		Amount of Liquidated Damages to be Deducted for each Calendar Day of Overrun in Time
From More Than	To and Including	
\$0.00	\$500,000	\$450
\$500,000	\$2,000,000	\$600
\$2,000,000	\$10,000,000	\$1,000
\$10,000,000	\$50,000,000	\$2,300
Over \$50,000,000		\$4,200

108.08 Unsatisfactory Progress and Default of Contractor. The PRC and/or CPE will notify the Contractor in writing of unsatisfactory progress for any of the following reasons:

- A. The Contractor has not commenced the Work by the dates established in the schedule.
- B. The Contractor does not proceed with the Work in a manner necessary for completion of the Project by the Completion Date.
- C. The Contractor is performing the Work improperly.
- D. The Contractor abandons, fails, or refuses to complete the Work.
- E. Any other reason the PRC and/or CPE believes jeopardizes completion of the Work by the Completion Date.

If the Contractor does not respond to the satisfaction of the PRC and/or CPE, the PRC and/or CPE may declare the Contractor in default and may notify the Contractor and Surety that the responsibility to complete the Work is transferred to the Surety. Upon receipt of this notification, the Contractor’s right to control and supervise the Work will immediately cease. In such a case, the PRC and/or CPE will proceed as specified in ORC 5525.17. The defaulted Contractor will not be compensated for costs resulting from the default and is not eligible to be retained by the Surety to complete the Work. If it is determined that the LPA’s default of the Contractor according to 108.08 is wrongful, then the default will revert to a termination of the Contract according to 108.09.

108.09 Termination of the Contract for Convenience of the LPA. The PRC and/or CPE may terminate the Contract at any time for the convenience of the LPA. The LPA will compensate the Contractor according to 109.04 and 109.05 for termination of the Contract for the convenience of the LPA. This subsection is subject to the provisions of ORC 5525.14.

108.095 Partial Severability Due to Legal Revisions. If any term of the Contract is to any extent illegal, otherwise invalid, or incapable of being legally enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other requirements hereof shall remain in full force and effect.

108.10 Payroll Records. Keep payroll records as specified in ORC 4115.07 or as required by Federal law.

Authorized representatives of the PRC and/or CPE may inspect the certified payroll and other payroll records. Upon completion of the Work and before receiving the final estimate and when required by ORC 4115.07, submit an affidavit

stating that wages have been paid according to the minimum rates specified in the Contract Documents.

109 ACCEPTANCE, MEASUREMENT, AND PAYMENT

109.01 Measurement of Quantities. The LPA will measure the quantities of Work and calculate payments based on the method of measurement and basis of payment provisions provided in these Specifications. When the following units of measure are specified, the LPA will measure quantities as described below unless otherwise specified in the Contract Documents. The accuracy for both Daily Diary payment and Final Quantity payment will be in accordance with Supplement 1133.

Lump Sum. Not measured. Describes payment as reimbursement for all resources necessary to complete the Work. When a complete structure or structural unit is specified as the unit of measurement, the unit will include all necessary fittings and accessories.

Each. Measured by the number of individual items of Work completed.

Foot (Meter). Measured parallel to the longitudinal base or foundation upon which items are placed, or along the longitudinal surface of the item. Measured vertically to the nearest 0.1 foot (0.01 m), with a minimum vertical measurement of 1 foot (0.10 m), at each unit.

Square Yard or Square Foot (Square Meter). Measured by a two-dimensional area method on the surface of the item.

M Square Feet. One thousand square feet.

Cubic Yard (Cubic Meter). Measured by a three-dimensional volume method. Measure all “loose material” or material “measured in the vehicle” by the cubic yard (cubic meter). Haul material “measured in the vehicle” in approved vehicles and measure in the vehicle at the point of delivery. For this purpose, use approved vehicles of any type or size satisfactory to the Engineer, provided the vehicle’s bed is of such type that the actual contents are readily and accurately determined. Unless all approved vehicles on a job are of uniform capacity, each approved vehicle must bear a legible identification mark indicating the specific approved capacity. The Inspector may reject all loads not hauled in such approved vehicles.

Cubic Yard (Cubic Meter) for Asphalt Concrete. Measure as specified in 401.12.

Acre (Hectare). Measured by a two-dimensional area method on the surface to the nearest 0.1 acre (0.05 ha).

Pound (Kilogram). Measured by actual item net weight avoirdupois (mass).

Ton (Metric Ton). The term “ton” means the short ton consisting of 2000 pounds avoirdupois. The term “metric ton” means 1000 kilograms. Weigh all materials that are proportioned by weight on accurate and approved scales that are operated by competent, qualified personnel at locations approved by the Engineer. However, car weights will not be acceptable for materials to be passed through mixing plants. If trucks are used to haul material being paid for by weight, weigh the empty truck at least once daily and as the Engineer directs and only if the weight of the truck is

used in determining the ticket weight. Place a plainly legible identification mark on each truck bearing the weight of the truck.

For Work on a tonnage basis, file with the Engineer receipted freight bills for railroad shipments and certified weight-bills when materials are received by any other method, showing the actual tonnage used. For Work on a volume basis, itemize evidence of the volume used.

Gallon (Liter). Measured by actual item liquid volume. The LPA will measure the following materials by the gallon (liter) at the following temperatures:

Temperatures	Items
60 °F (16 °C)	Creosote for Priming Coat, Creosote Oil, Creosote Solutions for Timber Preservatives, Asphalt Primer for Water-proofing, and Liquefier
100 °F (38 °C)	RC, MC Asphalt Emulsions, CBAE, Primer 20, and Primer 100
300 °F (149 °C)	Asphalt Binder

Measure tank car outage of asphalt material at its destination before any material has been removed from the tank car according to Supplement 1060.

Convert the net weight of asphalt material shipments to gallons (liters) at the specified pay temperature according to Supplement 1060.

Convert the gallons (liters) at the measured temperature to gallons (liters) of asphalt material at the specified pay temperature according to Supplement 1060.

M Gallon. One thousand gallons.

Thousand Board Feet, MBF (Cubic Meter). Measure timber by MBF (cubic meter) actually incorporated in the structure. Base the measurement on nominal widths, thicknesses, and the extreme length of each piece.

Standard Manufactured Items. When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by size, unit weight, section dimensions, etc., such identification will be to nominal weights or dimensions set by the industry.

109.02 Measurement Units. The LPA will measure using either English or metric units as indicated in the Contract Documents. Use the Tables 109.02-1 and 109.02-2 to convert units when required. If Tables 109.02-1 and 109.02-2 do not provide a required factor, then use the appropriate factor provided in the IEEE/ASTM SI 10.

TABLE 109.02-1 ENGLISH TO SI (METRIC) CONVERSION FACTORS

Symbol	When You Know	Multiply By	To Find	Symbol
Length				
mil	mils	25.4	micrometers	μm
in	inches	25.4	millimeters	mm
ft	feet	0.3048	meters	m
yd	yards	0.9144	meters	m
mi	miles	1.609347	kilometers	km
Area				
in ²	square inches	645.16	square millimeters	mm ²
ft ²	square feet	0.09290304	square meters	m ²
yd ²	square yards	0.8361274	square meters	m ²
ac	acres	0.4046873	hectares	ha
ac	acres	4046.873	square meters	m ²
mi ²	square miles	2.589998	square kilometers	km ²
Volume				
fl oz	fluid ounces	29.57353	milliliters	mL
gal	gallons	3.785412	liters	L
ft ³	cubic feet	0.02831685	cubic meters	m ³
yd ³	cubic yards	0.7645549	cubic meters	m ³
Mass				
oz	ounces	28.34952	grams	g
lb	pounds	0.4535924	kilograms	kg
T	2000 pounds	0.9071847	metric tons	t
Temperature				
°F	Fahrenheit	$C = (F-32)/1.8$	Celsius	°C
Illumination				
fc	foot-candles	10.76391	lux	lx
fl	foot-lamberts	3.426259	candelas per square meter	cd/m ²
Force and Pressure or Stress				
lbf-ft	pounds-force foot	1.355818	newton meter	N-m
lbf	pounds force	4.448222	newtons	N
lbf/ft ² (psf)	pounds force per square foot	47.88026	pascals	Pa
lbf/in ² (psi)	pounds force per square inch	0.006894757	megapascals	MPa

TABLE 109.02-2 SI (METRIC) TO ENGLISH CONVERSION FACTORS

Symbol	When You Know	Multiply By	To Find	Symbol
Length				
µm	micrometers	0.03937	mils	mil
mm	millimeters	0.03937	inches	in
m	meters	3.28084	feet	ft
m	meters	1.093613	yards	yd
km	kilometers	0.62137	miles	mi
Area				
mm ²	square millimeters	0.00155	square inches	in ²
m ²	square meters	10.76391	square feet	ft ²
m ²	square meters	1.19599	square yards	yd ²
ha	hectares	2.4710437	acres	ac
m ²	square meters	0.000247	acres	ac
km ²	square kilometers	0.3861	square miles	mi ²
Volume				
mL	milliliters	0.033814	fluid ounces	fl oz
L	liters	0.264172	gallons	gal
m ³	cubic meters	35.31466	cubic feet	ft ³
m ³	cubic meters	1.30795	cubic yard	yd ³
Mass				
g	grams	0.035274	ounces	oz
kg	kilograms	2.204622	pounds	lb
t	metric tons	1.1023114	2000 pounds	T
Temperature				
°C	Celsius	F = 1.8C + 32	Fahrenheit	°F
Illumination				
lx	lux	0.09290304	foot-candles	fc
cd/m ²	candelas per square meter	0.29186352	foot-lamberts	fl
Force and Pressure or Stress				
N·m	newton meters	0.7375621	pounds-foot force	lbf ft
N	newtons	0.22480892	pound force	lbf
Pa	pascals	0.02088543	pounds force per square foot	lbf/ft ² (psf)
MPa	megapascals	145.03774	pounds force per square inch	lbf/in ² (psi)

109.03 Scope of Payment. Payment of the Contract Price is full compensation for all resources necessary to complete the Contract Item and maintain the Work. Assume liability for risk, loss, damage, or expense resulting from the Work. The Contract Price and Contract Time shall only be changed by written Change Order or as determined by the LPA in writing in accordance with the contract documents.

109.04 Compensation for Altered Quantities, Eliminated Items or Termination of the Contract for Convenience of the LPA. If the agreed quantities of contract items vary from the quantities in the Contract, the LPA will make payment at the original Contract unit prices for the agreed quantities of Work.

A. If an item is eliminated in accordance with 104.02.E or the contract is terminated in accordance with 108.09 the LPA will pay the following in addition to that provided by 104.02.D:

1. Restocking charges supported by paid invoices and an additional 5 percent markup on the compensation for overhead and profit.

2. The cost of material transferred to the LPA in lieu of restocking or disposal. The allowed compensation is the paid invoice cost plus 15 percent markup, but no more than the unit bid price for the reference number involved.

3. Hauling costs, if not included in restocking charges, for returned material and for material delivered to the LPA.

B. If the project is terminated for convenience of the LPA, the LPA will negotiate compensation with the Contractor for actual costs incurred as a result of the termination. The LPA will pay for Extra Work as stipulated in approved Extra Work Change Orders or written authorizations subject to the limitations set forth in ORC 5525.14. Such authorizations for emergencies and to avoid Project delays are in advance of an approved Extra Work Change Order and commit the LPA only to the terms of the authorizations. The LPA will pay for Extra Work after the approval of the subsequent Change Order.

109.05 Changes and Extra Work.

A. General. If the LPA revises the Contract under: 104.02, 105.07, 105.10, 105.13, 107.10, 107.14, 107.15, 108.09, 109.06, or 109.07, the LPA will pay for changes and Extra Work with a Change Order using the sequence specified in 109.05.B through 109.05.E.

In establishing the method of payment for contract changes or extra work orders, force account procedures shall only be used when strictly necessary, such as when agreement cannot be reached with the Contractor on the price of a new work item, or when the extent of work is unknown or is of such character that a price cannot be determined to a reasonable degree of accuracy. The reason or reasons for using force account procedures shall be documented.

Unless otherwise stated in 109.05, the compensation provided in 109.05.B through 109.05.E constitutes payment in full for all changes and Extra Work completed by original Contract Price, agreed unit price, agreed lump sum price, and for work performed on a force account basis, including:

1. Administration.
2. Superintendence.
3. Project and field office overhead.
4. Home office overhead.
5. Use of tools and equipment for which no rental is allowed.

6. Profit.

7. Taxes other than sales tax.

8. Premiums on insurance including additional premiums for Commercial General Liability Insurance required by 107.12.B and any additional coverage carried by the Contractor or subcontractor, excluding pollution and railroad General Liability Insurance. The LPA will pay the Contractor's pollution and railroad liability insurance premiums, if required by the contract, by a separate Change Order for the cost of the premium without any markup. When the Contractors or subcontractors basic rate for General Commercial Liability Insurance required by 107.12.B is greater than 5 percent of payroll, the LPA will pay directly without markup the portion of the premium in excess of 5 percent and provide copies of paid premiums.

Sales tax will not be allowed on any item for which tax exemption was obtained.

B. Negotiated Prices. Negotiated prices for changes and Extra Work shall be comparable to prices that would have resulted from a competitive bid contract. The Engineer and Contractor will negotiate agreed unit or lump sum prices using one or more of the following methods:

1. Original Contract prices for similar work but adjusted for:
 - a. increased or decreased material costs specified in 109.05.C.3.
 - b. increased or decreased labor costs specified in 109.05.C.2
 - c. increased or decreased equipment costs specified in 109.05.C.4

Adjustments of these prices for inflation or markup for subcontractor work is not allowed.

2. State-wide average unit price awarded for the item or items as listed in the LPA's annual "Summary of Contracts Awarded." These prices may be adjusted for inflation using factors issued by the ODOT Office of Construction Administration. No markup for subcontractor work is allowed.

3. Average price awarded on three different projects of similar work and quantity. These prices may be adjusted for inflation using factors issued by the ODOT Office of Construction Administration. No markup for subcontractor work is allowed.

4. Prices computed by the ODOT Office of Estimating.

5. Cost analysis of labor, material, equipment, and markups as allowed in 109.05.C.

6. For the cost of compensable delays as defined in 108.06, prepare a cost analysis as allowed by 109.05.D.

Provide proposed pricing and cost justification for changes or Extra Work within 5 business days after the LPA's request. The LPA will respond within 5 business days after receipt of the Contractor's proposal. The LPA and the Contractor can mutually agree to extend these 5-day time limits.

If the LPA negotiates with the Contractor but does not agree on a price adjustment, the Engineer may direct the Contractor to perform all or part of the revised Work under force account.

C. Force Account.

1. General. The Engineer may direct the Contractor to perform the revised Work under force account. Submit a written proposal and estimated costs for the Work, including the planned equipment, materials, labor, and a work schedule.

The LPA will pay the Contractor as specified in 109.05.C as full compensation for performing the force account Work. The Project and Contractor personnel will document the labor and equipment used on the force account work on a Daily Force Account Record. At the end of each Workday, the Project and Contractor personnel will compare and sign the Daily Force Account Record. The LPA will make no force account payment before the Contractor submits an itemized statement of the costs for that work.

The Engineer will examine and, if found to be acceptable, approve all rates and costs submitted by the Contractor.

Provide the following content in itemized statements for all force account work:

- a. Name, classification, date, daily hours, total hours, rate, and amount for all labor.
- b. Designation, dates, daily hours, total hours of actual operation and idle time, Blue Book rate with reference or category, and amount for each unit of equipment and the applicable Blue Book hourly operating cost for each unit of equipment and invoices for all rental equipment. The designation includes the manufacturer's name or trademark, model number, and year of manufacture.
- c. Quantities of materials and prices.
- d. Transportation charges on materials, free on board (F.O.B.) at the job site.
- e. Cost of workers' compensation insurance premiums, all applicable insurance premiums, unemployment insurance contributions, and social security tax and fees or dues required by a collective bargaining agreement. Express each of these items of cost as a percentage of payroll, except fees or dues, which should be expressed as a cost per hour.
- f. Documentation showing payment for all surveying, professional, or similar specialized Work not normally a part of a LPA contract.
- g. If materials are taken from Contractor's stock and original receipted invoices for the materials and transportation charges do not exist, provide an affidavit and certify all of the following:
 - (1) The materials were taken from the Contractor's stock.
 - (2) The quantity shown was actually used for the force account work.

(3) The price and transportation costs represent the actual cost to the Contractor.

h. Documentation showing payment to trucking firms and owner-operators. Submit documentation showing owner-operations status. When the trucking is subject to prevailing wage, submit payroll and equipment usage records according to 109.05.C.1.a, 109.05.C.1.b, and 109.05.C.1.e.

i. Provide “receipted invoices” for all costs substantiated by an invoice.

If only part of the expenditure represented by an invoice is applicable to force account work, or if the invoice represents expenditure for more than one item of work, clearly indicate the actual amount of expenditure applicable to each item of work.

2. Labor. The LPA will pay the wages and fringe benefits currently in effect for each hour the Work is performed by all labor employed in the Work and all foremen in direct charge of the specific operation. The LPA will pay an additional 38 percent markup on these wages and benefits. “Fringe benefits” are the actual costs paid to, or on behalf of, workmen by reason of health and welfare benefits, pension fund benefits, or other benefits, when such amounts are required by prevailing wage laws or by a collective bargaining agreement or other employment contracts generally applicable to the classes of labor employed on the Project.

The LPA will pay the actual itemized cost, without markup, of the following payroll taxes and legally required insurances:

- a. Social Security Tax.
- b. Medicare Tax.
- c. Ohio Workers’ Compensation Premiums.
- d. State and Federal Unemployment Insurance.
- e. Longshore and Harborworkers’ Compensation Insurance for work from a barge or ship, or unloading material from a barge or ship.

Provide itemized statements in addition to the documentation requirements for all labor including the name, classification, date, daily hours, total hours, rate, and amount. If any person is paid more than the one rate, a separate listing shall be made for that person for each rate paid. Provide itemized statements for Ohio Workers’ Compensation insurance premiums, all applicable insurance premiums, State and Federal Unemployment Insurance contributions, and Social Security Tax and fees or dues required by a collective bargaining agreement. Express each of these items of cost as a percentage of payroll, except fees or dues, which shall be expressed as a cost per hour.

Instead of itemizing the cost of Social Security Tax, Ohio Workers’ Compensation, and State and Federal Unemployment Insurance, the Contractor may elect to receive as compensation for these payroll taxes and premiums, an amount equal to 22 percent of the paid wages. If the Contractor pays fringes directly to the worker in lieu of paying into a fringe benefit program, then the LPA will treat these fringe payments as paid wages when calculating the allowed 22 percent compensation.

The LPA will pay, without markup, the actual itemized cost of fees and dues paid to labor unions or to business associations when they are based on payroll hours and required by a collective bargaining agreement.

The LPA will not pay for wages or benefits for personnel connected with the Contractor's forces above the classification of foreman that have only general supervisory responsibility for the force account work.

If the foreman or timekeeper is employed partly on force account work and partly on other work, the Contractor shall prorate the number of hours between the force and non-force account work according to the number of people on each task as shown on payrolls.

The LPA will pay the prevailing wage and fringe rates that apply to the Project for the classifications required for Extra Work. The Contractor must provide payroll records for pay rates higher than the prevailing wages and establish that the higher than prevailing rates are paid for original Contract Work. The LPA will pay for foremen and time keepers not covered by prevailing wages not more than the salaried rate they receive when engaged in original Contract Work.

The LPA will pay actual costs for subsistence and travel allowances when such payments are required by the collective bargaining agreement or other employment contracts applicable to the classes of labor employed on the Project. The LPA will not pay a percent markup on these costs.

3. Materials. The LPA will pay the Contractor's actual invoice costs, including applicable taxes and actual freight charges, for Engineer approved materials the Contractor uses in force account Work. The LPA will pay an additional 15 percent markup on these costs.

Freight or hauling costs charged to the Contractor and not included in unit prices shall be itemized and supported by invoices. The cost of owned or rented equipment used to haul materials to the project is not part of the materials cost. Such equipment, when used for hauling materials, shall be listed under cost of equipment.

Provide itemized statements in addition to the documentation requirements for all equipment including the quantity and price of each material and transportation charges free on board (F.O.B.) at the job site. Attach invoices to support the quantities of materials used, unit prices paid and transportation charges. If the Contractor uses materials from the Contractor's stock and original receipted invoices for the materials and transportation charges do not exist, the LPA and the Contractor will agree on a price that represents the actual cost to the Contractor. Provide an affidavit and certify all of the following:

- a. The materials were taken from the Contractor's stock.
- b. The quantity shown was actually used for the force account work.
- c. The price and transportation costs represent the actual cost to the Contractor.

Do not incorporate materials into the Work without a price agreement.

4. Equipment.

a. General. The LPA will pay the Contractor's costs for equipment the Engineer deems necessary to perform the force account work for the time directed by the Engineer or until the Contractor completes the force account Work, whichever happens first. The LPA will pay the Contractor the established rates for equipment only during the hours that it is operated, except as otherwise allowed elsewhere in these Specifications. The LPA will pay for non-operating hours at the idle equipment rate as specified in 109.05.C.4.c. Report equipment hours to the nearest 1/2 hour. The established equipment rates in these Specifications include compensation for overhead and profit except as otherwise specified.

The LPA will pay for use of Contractor-owned equipment the Engineer approves for force account Work at established rates. The LPA will pay the rates, as modified in 109.05.C.4.b, given in the Equipment Watch Cost Recovery (formerly Rental Rate Blue Book), by EquipmentWatch, a division of Penton Business Media, Inc.

Provide, and the Engineer will confirm, the manufacturer's ratings and manufacturer-approved modifications required to classify equipment for rental rate determination. For equipment with no direct power unit, use a unit of at least the minimum recommended manufacturer's rating.

The LPA will not pay rental for small tools or equipment that show a daily rate less than \$5.00 or for unlisted equipment that has a value of less than \$400.

Tool trucks will be allowed for compensation if they are used at the force account site. Only the tools used from the tool truck will be allowed for compensation. Tools in the tool truck that are not used in the force account work will not be compensated. A tool trailer that remains at the Contractor's office or yard will not be allowed on the force account work. Tool trailers that are taken to the force account site will be allowed for compensation along with the tools used on the force account work that were taken from the trailer.

Treat traffic control devices used in Maintaining Traffic and owned by the Contractor as owned equipment. Allowed rates for common traffic control devices and concrete barrier that are not listed in the Blue Book will be as determined by the LPA.

Use Engineer approved equipment in good working condition and providing normal output or production. The Engineer may reject equipment not in good working condition or not properly sized for efficient performance of the Work.

For each piece of equipment used, whether owned or rented, provide the Engineer with the following information:

- (1) Manufacturer's name or trademark.
- (2) Equipment type.
- (3) Year of manufacture.
- (4) Model number.
- (5) Type of fuel used.
- (6) Horsepower rating.
- (7) Attachments required, together with their size or capacity.
- (8) All further information necessary to determine the proper rate.

- (9) Dates, daily hours, total hours of actual operation and idle time,
- (10) Blue Book rate with reference or category,
- (11) Amount
- (12) Applicable Blue Book hourly operating cost
- (13) Invoices for all rental equipment.

b. Hourly Owned Equipment Rates. The base rate for the machine and attachments represent the major cost of equipment ownership, such as depreciation, interest, taxes, insurance, storage, and major repairs. The hourly operating rate represents the major costs of equipment operation, such as fuel and oil lubrication, field repairs, tires, expendable parts, and supplies.

For all equipment used on force account work, determine, and have the LPA confirm, the hourly owned equipment rates as follows:

$$\text{HOER} = [\text{RAF} \times \text{ARA} \times (\text{R} / 176)] + \text{HOC}$$

Where:

- HOER = hourly owned equipment rate
- RAF = regional adjustment factor shown in the Blue Book
- ARA = age rate adjustment factor shown in the Blue Book
- R = current Blue Book monthly rate
- HOC = estimated hourly operating cost shown in the Blue Book

However, compensation for equipment normally used on a 24 hours per day basis will not exceed the monthly rate plus adjustments and operating costs.

The rate adjustment factor assigned to any attachment will be the yearly factor as determined for the base equipment.

When multiple attachments are included with the rental equipment, only the attachment having the highest rental rate will be eligible for payment, provided that the attachment has been approved by the Engineer as being necessary to the force account Work.

When a piece of owned equipment is not listed in the Blue Book, use the rate for similar equipment found in the Blue Book or use 6 percent of the purchase price as the monthly rate (*R*) and add the hourly operating rate found in the Blue Book for similar equipment of the same horsepower.

For equipment brought to the Project exclusively for force account work and on the Project for less than a month, multiply the monthly rate (*R*) by the factor listed below:

TABLE 109.05-1

Working Hours	Factor
Less than or equal to 8.0	2.00
8.1 to 175.9	2.048 - (hours/168)
176 or greater	1.00

The term “WORKING HOURS,” as used in Table 109.05-1, includes only those hours the equipment is actually in operation performing force account work; apply the factor, as determined above, to these actual working hours only. Calculate compensation for any idle time according to 109.05.C.4.c without application of the factor.

The LPA will pay as working equipment for the entire Workday equipment used intermittently during the Workday. The following criteria qualify for intermittently used equipment:

(1) Equipment dedicated to the force account exclusively all day and not used on bid work.

(2) Equipment works before and after the intermittent idle period and its total working time during the Workday is at least 2 hours.

Equipment that is captive to the force account work (i.e. it must remain at the force account site), but does not qualify for intermittently used owned equipment, is paid as idle equipment according to C&MS Section 109.05.C.4.c. for the time it is not working.

c. Hourly Idle Equipment Rate. For equipment that is in operational condition, on site, and necessary for force account Work, but is idle, the LPA will pay an hourly idle equipment rate. The procedure to determine the hourly idle equipment rate for Contractor owned equipment is as follows:

$$\text{HIER} = \text{RAF} \times \text{ARA} \times (\text{R} / 176) \times (1/2)$$

Where:

HIER = Hourly idle equipment rate.

RAF = Regional adjustment factor shown in the Blue Book.

ARA = Age rate adjustment factor shown in the Blue Book.

R = Current Blue Book monthly rate.

If rented equipment necessary for force account work is idle, the LPA will pay the Contractor for the actual invoiced rates prorated for the duration of the idle period. The actual invoiced rates must be reasonably in line with the Blue Book rates and approved by the Engineer. The LPA will pay a 15 percent markup for overhead and profit for the actual invoiced rates during the idle period.

The LPA will not pay idle owned equipment costs for more than 8 hours in a 24-hour day or 40 hours in a week.

The LPA will not pay for inoperable equipment.

The Engineer may order specific equipment to the site up to 5 days before its planned usage. If this equipment is not used for other work, the LPA will pay for it as idle equipment until used.

The LPA will pay for the cost of idle owned or rented equipment when the Work was suspended for the convenience of the State. The LPA will not pay the cost of idle equipment when the Work was suspended by the Contractor for the Contractor’s own reasons.

The LPA will only pay for the number of Calendar Days during the existence of the suspension. The LPA will not compensate the Contractor for days that the Engineer determined were lost to weather.

The LPA will only pay for equipment physically located at the Project site that was received to prosecute the scheduled work during the delay.

Compensation for idle equipment will stop at the completion of the force account Work or at the end of the suspension of Work.

d. Rented Equipment. The LPA will pay a 15 percent markup for overhead and profit for all rented equipment, its corresponding Blue Book hourly operating costs, and State and Local sales taxes.

(1) Equipment Rented Solely for Force Account Work. If the Contractor rents or leases equipment from a third party exclusively for force account Work, the LPA will pay the actual invoiced amount. The actual invoiced rates must be reasonably in line with the Blue Book and approved by the Engineer. The LPA will pay a 15 percent markup for overhead and profit for all rented equipment paid for by the actual invoices. Add the Blue Book hourly operating cost to the marked up actual invoiced rates.

(2) Equipment Rented for Original Contract Work, but Used for Force Account Work. If the Contractor uses rented equipment currently on the Project for original Contract Work to perform force account Work, then determine the hourly outside-rented equipment rate as follows:

$$\text{HRER} = (\text{HRI} \times 115\%) + \text{HOC}$$

Where:

HRER = hourly rented equipment rate

HRI = hourly rental invoice costs prorated for the actual number of hours that rented equipment is operated solely on force account work. Use a monthly invoice rate divided by 176, a weekly invoice rate divided by 40, or a daily invoice rate divided by 8.

HOC = hourly operating cost shown in the Blue Book

The LPA will not compensate for rental rates that exceed the Blue Book rates unless approved in advance of the Work by the Engineer.

e. Moving of Equipment. The LPA will also pay for the time required to move needed equipment to the location of the force account work and to return it to its original location. The LPA will pay for loading and transportation costs instead of moving time if equipment is moved by means other than its own power. Moving time back to the original location or loading and transportation costs will not be allowed if the equipment is used at the site of the force account work on contract items or related work.

The LPA will consider the actual cost of transferring the equipment to the Project and returning it to the original location as an additional expense and pay for it as specified, for equipment moved on the Project exclusively for force account work.

The Engineer will confirm the original location of the equipment before the Contractor moves and uses it for force account work.

If the equipment is transported by a common carrier, the allowance is the invoiced amount paid for the freight plus 15 percent. However, if the Contractor's forces transport the equipment, the allowable compensation will be Blue Book rate of the hauling unit and hourly Blue Book operating cost plus the driver's wages and the cost of loading and unloading the equipment calculated according to 109.05.C.2.

5. Foreman's Transportation. The LPA will pay the Blue Book rate for every hour the foreman's truck is on the force account site or moving to or from the site. This rate includes equipment cost, fuel and lubricants, overhead, profit, and mobile phone or two-way radios.

6. Subcontract Work. For Work performed by an approved subcontractor, the LPA will pay an amount to cover administrative costs of 8% on the first \$10,000 of work and 5% for work in excess of \$10,000 as provided in 109.05.C.2 through 109.05.C.5. No additional mark-up is allowed for work of a sub-subcontractor or trucking services employed by a subcontractor.

7. Final Adjustment to Premium for Contract Bonds. The final bond premium amount for the payment and performance bonds will be computed based on the actual final contract value. For the purpose of computing a bond premium adjustment the actual final contract value is defined as the whole sum of money, excluding any bond premium adjustment, which is passed from the LPA to the Contractor as a result of the completion of the Work. If the actual final contract value is different from the original contract value, the premium shall be adjusted accordingly; either by refund of part of the original bond premium by the Contractor if the original contract value is larger than the actual final contract value; or by payment of additional bond premium by the LPA if the original contract value is smaller than the actual final contract value. Additional payment by the LPA or refund by the Contractor will be based on the difference between the invoiced bond premium for the original contract value and the invoiced bond premium for the actual final contract value without any markup. A final bond premium adjustment will not be made when the actual final contract value differs from the original contract value by less than \$ 40,000.00.

8. Trucking.

a. Trucking firms and owner operators not subject to prevailing wage will be paid at the invoiced cost plus 8% on the first \$10,000 of trucking and 5% for trucking in excess of \$10,000 to cover administrative costs.

b. Trucking that is subject to the prevailing wage law will be compensated according to 109.05.C.1, 109.05.C.2, 109.05.C.4, 109.05.C.6, and 109.05.C.10.

Provide documentation showing payment to trucking firms and owner-operators and owner-operations status. When the trucking is subject to prevailing wage, submit payroll and equipment usage records according to 109.05.C.2 and 109.05.C.4.

9. Professional and Specialized Work. The following work, when performed by a firm hired by the Contractor, is paid at the reasonable and fair market

invoiced cost plus 8% on the first \$10,000 of work and 5% for work in excess of \$10,000.

- a. Surveying.
- b. Engineering design.
- c. Specialized work that is not normally part of a LPA Contract and is not normally subject to prevailing wage.
- d. Installation, periodic maintenance, and removal of traffic control devices under Item 614 performed by a traffic control service or rental company, provided the workers are not on the Project full-time. Maintenance of Traffic services performed by LEO.
- e. Other professional or specialized work not contemplated at the time of Bid.

Provide documentation showing payment for professional and specialized Work.

10. Payment for Force Account Work. Submit an analysis of estimated cost prepared in accordance with 109.05C for work that will be performed on a force account basis. Attach an original affidavit to the analysis stating:

“Labor rates shown are the actual rates paid for labor, unit prices for materials and rates for owned and rented equipment have been estimated on the basis they are not in excess of those charged in the area in which the work will be performed.”

The Engineer will process an Estimated Cost of Force Account (ECFA) if the amount of the force account work is likely to be greater than \$100,000 and is expected to take more than two weeks to complete. The Engineer will process an Actual Cost of Force Account (ACFA) to make any necessary adjustment between the ECFA and the final itemized costs for the force account work.

For force account work estimated to be less than \$100,000 and anticipated to require less than two weeks to perform, the Engineer will process an Actual Cost of Force Account (ACFA) at the conclusion of the work.

Submit biweekly itemized statement of costs prepared from the Daily Force Account Records to the Engineer as the work is being performed. The Engineer will process estimates as the force account work is performed. Payment will only be made upon receipt of the Contractor’s itemized statement of costs.

Upon conclusion of the work performed by an ECFA or work performed by an ACFA submit an itemized statement of the actual costs prepared from the Daily Force Account Record and utilizing the LPA’s electronic template titled “Electronic Force Account.” Submit a compact disk (CD), labeled with the Contractor’s name and the project number, and a hard copy of the “Electronic Force Account.” The “Electronic Force Account” template can be downloaded from the following website:

www.dot.state.oh.us/divisions/constructionmgt/admin/pages/default.aspx

The Engineer may approve an alternative electronic template provided all calculations and printouts are equivalent to those generated by the “Electronic Force Account” template.

Attach an original affidavit to the hard copy stating:

“The name, classification, total hours worked and rates paid each person listed on the Summary of Actual Cost are substantiated by actual records of persons employed on the force account work. All unit prices for materials and rates for owned and rented equipment listed on the Summary of Actual Costs are substantiated by actual records of materials and equipment actually used in performance of the force account work and the price of any owned equipment not previously agreed upon does not exceed prices charged for similar equipment in the area in which the work was performed.”

Daily Force Account Records signed by both the LPA and Contractor will govern over other LPA and Contractor records subject to the following:

- a. When the Contractor is subject to a Union Contract that requires a minimum number of paid hours, the compensation will be for the verified contract minimum hours.
- b. Material quantity disagreements will be resolved by field measurements of the installed quantities or the Engineer’s estimate of the amount of temporary or un-measurable material used. The Engineer may also review and consider the Contractor’s material invoices and material certifications to make the final determination.

In the event the Contractor declines to sign the Daily Force Account Record, the LPA’s records shall govern. Any resulting dispute must be pursued in accordance with 108.02.G.

D. Delay Costs.

1. General. If the LPA agrees that it has caused a delay, the LPA will pay for the costs specified in 109.05.D as allowed by 108.06.D, unless these costs have been previously paid as listed in 109.05.B or 109.05.C. Such payment constitutes full compensation for any and all delay costs

The LPA will make no payment for delays occurring during the period from December 1 to April 30 unless the Contractor’s approved progress schedule depicts critical Work occurring throughout this period.

The LPA will not pay for delay costs until the Contractor submits an itemized statement of those costs. Provide the content specified in 109.05.C.1, for the applicable items in this statement and as follows:

- a. Proof of cost of Superintendent, or other project staff salaries, wages, and payroll taxes and insurance.
- b. Proof of cost of office rent, utilities, land rent, and office supplies.
- c. Proof of escalated cost for labor and material.
- d. Proof of material storage costs.

2. Allowable Delay Costs

a. Extended Labor. Compute labor costs during delays as specified in 109.05.C.2 for all non-salaried personnel remaining on the Project as required under collective bargaining agreements or for other Engineer-approved reasons.

b. Escalated Labor. To receive payment for escalated labor costs, demonstrate that the LPA-caused delay forced the Work to be performed during a period when labor costs were higher than planned at the time of Bid. Provide adequate support documentation for the costs, allowances, and benefits specified in 109.05.C.2. The LPA will pay wages and fringes with a 20 percent mark-up to cover administrative costs.

c. Idle Equipment or Equipment Demobilization. The LPA will pay the Contractor according to 109.05.C.4.c for idle equipment, other than small tools, that must remain on the Project during the delays. The LPA will pay the Contractor's transportation costs to remove and return equipment not required on the Project during the delays. No other equipment costs are recoverable as a result of delay.

d. Material Escalation or Material Storage. The LPA will pay the Contractor for increased material costs or material storage costs due to the delay. Obtain the Engineer's approval before storing materials due to a delay. Payment will be based upon the accepted quantity of work performed during the period for which escalated costs have been approved. The LPA will pay increased material costs with an 8 percent mark-up to cover administrative costs and any material waste inherent to the Work.

e. Field Overhead. The LPA will pay any Contractor or subcontractor for field overhead costs which include the cost of supervision, field office and office supplies, and utilities for which payment is not provided for in 109.05.D.2.f, during a delay period provided all of the following criteria are met:

(1) The Contractor or subcontractor has incurred an excusable, compensable delay that delays the Work at least 10 Calendar Days beyond the original Completion Date. These days are cumulative throughout the project.

(2) The delay for which payment of field overhead is sought is only due to delays defined in 108.06.D.2, 108.06.D.3, 108.06.D.4, 108.06.D.5 or for delays due to revised Work as specified in 104.02.B or 104.02.F.

The LPA will pay the salary and fringes plus a 5 percent markup for field personnel identified in Table 109.05-4.

TABLE 109.05-4

Original Contract Amount	Field Personnel
Up to \$5,000,000	One Superintendent
\$5,000,001 to \$50,000,000	One Superintendent, One Assistant Superintendent or One Engineer, One Clerk
Over \$50,000,000	One Superintendent, One Assistant Superintendent, One Engineer, One Clerk

Superintendent's transportation is compensable at the same rate allowed for foreman's transportation in Section 109.05.C.5, which includes the cost of mobile communication devices. The allowed hours are when the superintendent is at the project site.

Superintendent's subsistence, provided this is the company's terms of compensation to such employees, as documented by the Contractor's written company policy or contracts with their employees.

The Contractor's or subcontractor's field office costs include field office trailers, tool trailers, office equipment rental, temporary toilets, and other incidental facilities and supplies. Compute these costs on a Calendar Day basis. Owned trailers are paid at the Blue Book rate. Rented trailers are paid at the invoiced cost plus a 15 percent markup. Rented office space, toilets, and office equipment are allowed a 5 percent markup. Purchased office supplies are allowed a 5 percent markup.

Office utilities include, but are not limited to, telephone, electric, water, and natural gas. Compute these costs on a Calendar Day basis and allow a 5 percent markup.

f. Home Office Overhead. The LPA will pay the Contractor for home office overhead, unabsorbed home office overhead, extended home office overhead, and all other overhead costs for which payment is not provided for in 109.05.D.2.e, including overhead costs that would otherwise be calculated using the Eichleay formula or some other apportionment formula, provided all of the following criteria are met:

(1) The Contractor has incurred an excusable, compensable delay that delays the Work at least 10 Calendar Days beyond the original Completion Date. These days are cumulative throughout the project.

(2) The delay for which payment of home office overhead is sought is only due to delays defined in 108.06.D.2, 108.06.D.3, 108.06.D.4 and 108.06.D.5

Any subcontractor that has approved C-92's for subcontracted work totaling \$4,000,000 or more is eligible for reimbursement of home office overhead provided the criteria set forth in 109.05.D.2.f.(1) and 109.05.D.2.f.(2) are met.

Payment will be made for every eligible day beyond the original contract completion date at the rate determined by 109.05.D.2.f.i. Payment for eligible days occurring during an unanticipated construction period will be calculated in accordance with 109.05.D.2.f.ii. Payment for eligible days occurring during an unanticipated winter period will be calculated in accordance with 109.05.D.2.f.iii.

(i) Home Office Overhead Daily Rate

Calculate the home office overhead daily rate using the following formula:

$$\text{Daily HOOP} = (A \times C)/B$$

Where:

A = original contract amount

B = contract duration in Calendar Days

C = value from Table 109.05-5

TABLE 109.05-5

Original Contract Amount	C
Up to \$5,000,000	0.08
\$5,000,001 to \$25,000,000	0.06
Over \$25,000,000	0.05

Daily HOOP = home office overhead daily rate

Contract duration term, B, includes every Calendar Day from the execution of the Contract, unless otherwise specified by the PRC and/or CPE, to the original Contract Completion Date.

When the Contractor requests home office overhead compensation for a subcontractor, use the above formula to calculate the subcontractor's Daily HOOP; however, in the subcontractor calculation, A is equal to the subcontractor's portion of the original contract amount as determined by the sum of all approved C-92's issued for the subcontracted work.

(ii) Home Office Overhead Payment for an Unanticipated Construction Period

Calculate the home office overhead payment for an unanticipated construction period occurring between May 1 and November 30 using the following formula:

$$\text{CP HOOP} = \text{Daily HOOP} \times D$$

Where:

D = sum of all excusable, compensable delays in Calendar Days minus the sum of all delays due to 108.06.D.1 and 108.06.D.4 in Calendar Days

Daily HOOP = daily home office overhead rate

CP HOOP = home office overhead payment for an unanticipated construction period occurring between May 1 and November 30

The excusable, compensable delay term, D, is the additional, unanticipated extended period for work performed between May 1 and November 30 in Calendar Days.

(iii) Home Office Overhead Payment for an Unanticipated Winter Period

Calculate the payment for home office overhead for an unanticipated winter period occurring between December 1 and April 30 using the following formula:

$$\text{WP HOOP} = \text{Daily HOOP} \times F \times D/E$$

Where:

D = sum of all excusable, compensable delays in Calendar Days minus the sum of all delays due to 108.06.D.1 and 108.06.D.4 in Calendar Days

E = sum of all excusable, compensable delays in Calendar Days plus the sum of all excusable, non-compensable delays in Calendar Days

F = 151 for a non-leap year or 152 for a leap year

Daily HOOP = daily home office overhead rate

WP HOOP = home office overhead payment for an unanticipated winter period occurring between December 1 and April 30

Payment for Home Office Overhead for an unanticipated winter period will not be made when the value of the remaining work is below the lesser of \$500,000.00 or 10 percent of the estimated final contract value.

(iv) Total Home Office Overhead Payment

Calculate the total home office overhead payment using the following formula:

$$\text{Total HOOP} = \text{CP HOOP} + \text{WP HOOP}$$

Where:

CP HOOP = home office overhead payment for an unanticipated construction period occurring between May 1 and November 30

WP HOOP = home office overhead payment for an unanticipated winter period occurring between December 1 and April 30

Total HOOP = total home office overhead payment

g. Subsistence and Travel Allowance. The LPA will pay costs for subsistence and travel allowances for labor that must remain on the Project during the delays, when such payments are required by the collective bargaining agreement or other employment contracts applicable to the classes of labor employed on the project. Overnight lodging will be reimbursed if the person is at a location greater than forty-five miles from their residence up to a maximum of \$106 per day. Meals and incidental expenses will be reimbursed up to a maximum of \$56 per day. The LPA will not pay a percent markup on these costs.

E. Changes in Materials. Changes in material specifications that result in increased cost to the Contractor are compensated by lump sum adjustment to the reference number. The allowed compensation is equal to the invoice supported material cost increase plus 15 percent markup for profit and overhead.

Material cost savings resulting from a specification change shall be credited to the project by a lump sum adjustment to the reference number plus a 15 percent markup if the originally specified material has not been ordered.

If the original material was ordered before the Contractor was informed of the change, the savings markup allowed is 2.5 percent in order to exclude profit on the original bid price and pay only for incurred overhead.

109.06 Directed Acceleration. The PRC and/or CPE may order the Contractor to accelerate the Work to avoid delay costs or to complete the Project early. The PRC and/or CPE and the Contractor will negotiate acceleration costs.

109.07 Inefficiency. The LPA will compensate the Contractor for inefficiency or loss of productivity resulting from 104.02 Revisions to the Contract Documents. Use the Measured Mile analysis comparing the productivity of work impacted by a

change to the productivity of similar work performed under un-impacted conditions to prove and quantify the inefficiency.

Provide notice as per 108.02.F when inefficiency or loss of production is experienced resulting from 104.02 Revisions to the Contract Documents.

Use the following calculation for the Measured Mile analysis:

Additional Crew Hours = (Unit Productivity Unimpacted Period – Unit Productivity Impacted Period) / Unit Productivity Unimpacted Period x (Number of Units During Impacted Period/Unit Productivity Impacted Period).

109.08 Unrecoverable Costs. The Contractor is not entitled to additional compensation for costs not specifically allowed or provided for in 109.05 including, but not limited to, the following:

- A. Loss of anticipated profit.
- B. Consequential damages, including loss of bonding capacity, loss of bidding opportunities, insolvency, and the effects of force account work on other projects, or business interruption.
- C. Indirect costs.
- D. Attorney's fees, claim preparation expenses, and the costs of litigation.

109.09 Estimates. If satisfactory progress is being made, the Contractor will receive monthly payments equaling the Work and materials in place. The monthly payment is approximate, and all partial estimates and payments are subject to correction in the Final Estimate and payment. Payment for Work and materials shall not, in any way, prevent later rejection when defective Work or material is discovered, or constitute acceptance under 109.11 or 109.12. Any pay item deficient in material approval can be withheld for payment on an estimate.

Except for the final estimate, the LPA will not pay an estimate until the Contractor certifies to the Engineer that the work for which payment is being made was performed in accordance with the contract. Certification will be made on forms provided by the LPA.

The LPA may pay estimates twice each month if the Engineer concludes the amount of work performed is sufficient.

No estimate or payment shall be construed as acceptance of defective Work or improper materials.

The LPA will not pay the adjusted final estimate until the Contractor remedies all defective Work and accepted Work damaged by the Contractor's operations.

Interest will be paid in accordance with ORC 126.30 when warranted.

109.10 Payment for Delivered Materials. The LPA will pay, up to 75 percent of the applicable contract item, for the invoiced cost of the delivered and approved materials before they are incorporated in the Work, if the approved materials are delivered, accepted, and properly stored on the project or stored in acceptable storage places in the vicinity of the Project.

The LPA will pay for the cost of approved materials before they are incorporated in the Work when asked by the Contractor, if the Engineer determines that it is not practical to deliver the material to the Project site. This provision applies only to bulky materials that are durable in nature and represent a significant portion of the project cost, such as aggregates, steel, and precast concrete. The LPA will pay for un-fabricated structural steel if the following requirements are met:

- A. The Contractor has provided both the Engineer and the ODOT Office of Materials Management an itemized invoice from the steel mill for the steel for which reimbursement is requested
- B. Project structural Steel design plans are complete with no forthcoming revisions. For design build projects, Contractor accepted show drawings per 501.04, will need to be provided.
- C Contractor accepted certified test data for all steel in question along with mill shipping notices have been received by the ODOT Office of Materials Management per 501.06.
- D. The steel is properly stored to allow inspection by the ODOT Office of Materials Management. It shall also be properly set apart from other material and identified as belonging to ODOT.
- E. The Contractor will provide the Engineer a written statement that under 106, the Contractor is responsible for the steel that has been paid for until the actual steel is erected and accepted in the field.
- F. Payment shall only be authorized after all the aforementioned documentation has been received by the ODOT Office of Materials Management and the steel has been inspected by the ODOT Office of Materials Management to verify that all steel listed in the itemized invoice has been received by the fabricator and properly stored. The amount to be paid shall be equivalent to the itemized invoice from the steel mill, but shall not exceed 50% of the bid price for the structural steel.

The LPA will not pay delivered materials on small warehouse items or for plant materials.

109.11 Partial Acceptance. Upon completion of a portion of the Work, the Contractor may request acceptance of a completed portion of the Work.

- A. An inspection may be performed on a completed portion of the project roadway section provided:
 - 1. All safety items are in place including permanent pavement markings.
 - 2. Traffic is in its final pattern.
 - 3. A completed portion of the project constitutes a completed geographic section of the project or a direction of traffic on a divided highway.
 - 4. Is in accordance with other contract provisions.
- B. An inspection may be performed on a completed bridge provided:
 - 1. All work on the bridge and approaches are complete, including all safety items and permanent pavement markings.

2. The Contractor will not return to the bridge for any work except as allowed in 4.
3. Traffic is in its final pattern.
4. Painting of structural steel is either completed or scheduled to be performed.
5. Is in accordance with other contract provisions.

The Final Inspector will grant written partial acceptance for that portion of the Work or reject the Contractor's request. Such written partial acceptance will designate what portion of the Work is accepted, the date of acceptance, and the warranty provisions started by the partial acceptance.

Partial acceptance will relieve the Contractor of maintenance responsibility for the designated portion of the Work. This does not relieve the Contractor of responsibility to correct defective Work or repair damage caused by the Contractor or waive any other remedy to which the LPA is entitled at law or in equity.

109.12 Final Acceptance.

A. Final Inspection. The LPA will perform a Final Inspection for the sole purpose of relieving the Contractor of maintenance responsibility for the Work.

The Final Inspection shall be a limited visual review of the Work and shall only serve as the LPA's verification that the Work appears substantially complete. Final Inspection does not waive any available rights or remedies of the LPA, nor divest the Contractor of any responsibility for compliance with the contract or liability for damages.

Notify the Engineer when the Project is complete and all of the Engineer's punch list items are complete. If the Engineer agrees the Project is complete, then within 15 business days the District Final Inspector will inspect the Work and categorize it as one of the following:

1. Unacceptable or not complete.
2. Substantially complete with punch list items found by the Final Inspector.
3. Substantially complete.

If the Final Inspector finds the Work substantially complete or substantially complete with punch list items, then the Contractor's maintenance responsibilities end on the day of the Final Inspection, except for any maintenance related to unfinished punch list items. This does not relieve the Contractor of responsibility to correct defective Work or repair damage caused by the Contractor or waive any other remedy to which the LPA is entitled at law or in equity. The Final Inspector will issue a Final Inspection Report that will document the findings of the inspection and start any warranty period.

B. Punch List. The Final Inspector will issue to the Contractor a written punch list of work required as a condition of acceptance. For project involving multiple public agencies, the Final Inspector will receive and compile punch lists from all agencies that have authority to provide one prior to issuing the LPA's punch list.

The Final Inspector’s punch list will stipulate a reasonable time to complete the required Work. Failure of the Contractor to complete the punch list items by the stipulated time will result in the assessment of fifty percent of the Liquidated Damages according to 108.07 for each Calendar Day for every day beyond the stipulated time the punch list work remains incomplete and beyond the revised Completion Date.

C. Finalization. The Contractor shall accept the final quantities as determined by the Engineer or provide a written notice indicating the reason for disagreement within 30 Calendar Days of receiving the Engineer’s list of final quantities. The prescribed 30 Calendar Day period can be modified by mutual agreement of the Contractor and the PRC and/or CPE. If no notice of disagreement is received, then the final payment will be based on the Engineer’s list of final quantities.

Supply all documents necessary for Project finalization within 60 Calendar Days from the date that the Work is physically complete. These documents include:

1. Delinquent material certifications.
2. Delinquent certified payrolls or required revised payrolls.
3. Wage affidavit required by ORC Chapter 4115 on projects without any Federal funding.
4. Delinquent force account records.
5. If applicable, SBE affidavits.
6. Any other document required to complete finalization of the project.

Failure to submit these acceptably completed documents will result in an administrative fee of \$100 per Calendar Day for every day that any of the required documents remain delinquent, starting 30 Calendar Days after receipt of written notification from the Engineer of a document deficiency.

D. Final Payment. Final payment is based on:

1. The agreed final quantities or as determined by the Engineer if agreement is not possible, no compensation for unauthorized work is allowed.
2. Finding of substantial completion by the Final Inspector.
3. Receipt of acceptable finalization documents.
4. Contractor certification that the Work was performed in accordance with the contract.

E. Completion of Contract and Continuation of Contractor’s Responsibility. The Contract is complete, except for items covered by the required bonds, when the Contractor receives final payment. The PRC or if applicable, the CPE will issue a letter confirming completion of the contract, noting any exception as provided in Items 659 and 661 and any warranty. The date the final payment is approved by the PRC or if applicable, the CPE constitutes acceptance for the purpose of ORC 5525.16. Neither Completion of the Contract nor substantial completion relieves the Contractor of any responsibilities to properly perform or correct the Work or to repair damage or waives any remedies to which the LPA is entitled at law or in equity.

SECTION VI
WATERLINE SPECIFICATIONS

SECTION 33 10 00 - SITE WATER LINES

PART 1 – GENERAL

1.01 SCOPE OF WORK

- A. Under this Section of the Specifications, the Contractor shall furnish all labor, equipment and materials required to complete and shall complete the construction of site water lines including, but not limited to, the following general items of work in accordance with the Drawings and Specifications:
1. Fire water mains and accessories.
 2. Water mains and accessories.

1.02 GENERAL REQUIREMENTS

- A. The Contractor shall visit the site, prior to submitting his bid, inform himself of the conditions and make his own estimates of the facilities and difficulties attending the execution of the work.
- B. The Contractor shall be responsible for avoidance and cleanup of street spillage and tracking to the satisfaction of the local and state authorities.
- C. The right to make any inspections deemed necessary at the source of supply, and during preparation of any material used in this work, is reserved.
- D. The Contractor shall obtain and pay for all tests, inspections, etc., required by agencies that have jurisdiction over the project. All work shall be executed and inspected in accordance with all local and state codes, rules, ordinances, or regulations pertaining to the particular type of work involved. Should any changes in the Contract Drawings and Specifications be required to conform to such ordinance, notify the Owner at the time of submitting bid. After entering into the Contract, the Contractor shall be held responsible for the completion of all work necessary for a complete and approved installation without extra expense to the Owner. This Contractor shall prepare any supplementary detailed diagrams or drawings which may be required by any local or state authority.
- E. Waterline specifications for the City of Columbiana and ODOT CMS Item 638 apply to this section.
- F. The Contractor shall be responsible for maintaining existing service connections to water customers, until new service connections are ready for use.

1.03 RELATED WORK SPECIFIED ELSEWHERE

- A. Aggregate Materials – ODOT CMS Item 703.11
- B. Excavation, Backfilling & Compacting – ODOT CMS Item 638
- C. Trenching for Site Utilities – ODOT CMS Item 638
- D. Site Sanitary Sewerage Systems - See Section 33 30 00.

1.04 SUBMITTALS

- A. Shop Drawings: The Contractor shall submit, in accordance with the Contract Documents, detailed Shop Drawings for all water line work.
- B. Record Drawings: The Contractor shall submit, prior to final payment, accurate record drawings for all water line and associated work.

1.05 REGULATORY REQUIREMENTS

- A. Specification references made herein for manufactured materials such as pipe, hydrants, valves and fittings refer to designations for American Water Works Association (AWWA), or to American Standards Association (ASA) as they are effective on the date of call for bids.
- B. Copies of these publications may be obtained at nominal cost from the American Water Works Association, 2 Park Avenue, New York, NY 10016, and from the American Standards Association, 10 East 40th Street, New York, NY 10016.
- C. All work shall conform to City of Columbiana Standards which shall take precedence to the above-named standards and these Specifications in the event of a conflict; however, if the requirements of these Specifications are more stringent, they shall apply.

1.06 QUALITY ASSURANCE

- A. Reference Standards:
 - 1. Some products and execution and specified in this Section by reference to published specifications or standards of the following (with respective abbreviation used):
 - a. The American Society for Testing and Materials (ASTM)
 - b. American Water Works Association (AWWA)
 - c. American Standards Association (ASA)
 - d. City of Columbiana Standards
 - e. Ohio Department of Transportation (ODOT) Construction and Material Specifications (CMS)

PART 2 PRODUCTS

2.01 DUCTILE IRON PIPE

- A. Pipe water mains may be ductile iron pipe conforming to ASA Specification A21.51 or AWWA C151. Pipe shall be Class 52 with push-on joints.
- B. Push-on rubber gasketed joints shall conform to ASA Specification A21.11, or AWWA C111, or AWWA C110.
- C. Ductile Iron pipe shall be encased with 8 mil Polyethylene, as per AWWA A21.5.

2.02 PVC PIPE

- A. Pipe for water mains may be polyvinyl chloride (PVC) as per AWWA C909-Class 150 with push on joints conforming to ASTM D3139.
- B. Pipe for water mains may be polyvinyl chloride (PVC) as per AWWA C900 – DR18 with push on joints conforming to ASTM D3139.

2.02 PIPE FITTINGS

- A. All fittings shall be ductile iron conforming to the latest AWWA Specification A21.10 for short body, cast iron fittings 12 inches and less.
- B. Water line restraints shall be EBBA Iron "Mega-Lug", where indicated, and thrust block as per City of Columbiana Standards.
- C. Ductile Iron fittings shall be wrapped with Polyethylene encasement, as per AWWA A21.5.

2.04 VALVES

- A. The valves shall be gate valves, suitable for ordinary water works service, intended to be installed in a normal position on buried pipe lines for water distribution.

- B. The minimum requirements for all gate valves shall, in design, material and workmanship, conform to the standards of the latest AWWA C509. All materials used in the manufacture of waterworks gate valves shall conform to AWWA standards designed for each material listed.
- C. The gate valve shall be standard pattern and shall have the name or mark of the manufacturer, size and working pressure plainly cast in raised letters on the valve body.
- D. The valve bodies shall be cast iron, mounted with approved non-corrosive metals. All wearing surfaces shall be bronze or other approved non-corrosive material and there shall be no moving bearing or contact surfaces of iron in contact with iron. Contact surfaces shall be machined and finished in the best workmanlike manner, and all wearing surfaces shall be easily renewable.
- E. End connections for gate valves shall be fused-on (rubber gasketed) joints.
- F. All gate valves up to and including 12 inches in size shall be furnished with O-Ring Stem Seals, Number, Size and Design shall conform to the AWWA Standards for gate valve O-Ring Stem Seals.
- G. Wrench nuts shall be made of cast iron and shall be 1-15/16 inches square at the top, 2 inches square at the base and 1-1/4 inches high, unless otherwise designated in the special provisions. Nuts shall have a flanged base upon which shall be cast an arrow at least 2 inches long showing the direction of opening. The word "Open" in 1/2 inch or larger letters shall be cast on the nut to clearly indicate the direction of opening the valve.
- H. Each gate valve shall be tested at the factory for performance and operation prior to painting and shall be subject to the following hydrostatic pressure tests: Each 3 inch to 12 inch valve, inclusive, shall be subjected to hydrostatic pressure test under pressures of both 300 psi and 175 psi. These tests shall be conducted in accordance with provisions of AWWA C500.
- I. After the factory test and inspection, all ferrous parts of the valves except finished or bearing surfaces shall be painted inside and out with two coats of asphalt varnish.

2.04 HYDRANTS

- A. All materials used in the production of fire hydrants for ordinary service shall conform to the specifications designated for each material listed in AWWA Standard C502.
- B. They hydrant shall be Mueller Super Centurion operating and cap nuts, 1.75 inches flat to point. The name or mark of the manufacturer, size of the valve opening shall be plainly cast in raised letters and so placed on the hydrant barrel as to be visible after the hydrant has been installed. All Fire Hydrants shall be equipped with a factory installed 4-1/2-inch nozzle and (2) 2-1/2 inch nozzles.
- C. As a minimum requirement, all hydrants shall be designed for a working pressure of 150 lbs. per square inch and in workmanship, design and material shall conform to the AWWA Standard A502. They hydrant bodies shall be cast iron, fully mounted with approved non-corrodible metals. All wearing surfaces shall be either bronze or some other approved non-corrodible material, and there shall be no moving bearing or contact surfaces of iron in contact with iron or steel. All contact surfaces shall be finished or machined in the best workmanlike manner and all wearing surfaces shall be easily renewable.
- D. The design of the hydrant shall be such that all working parts may be removed through the top of the hydrant and shall have the required AWWA specified number of turns of the stem to open the gate in area equal to the area of the valve opening. Any change in area of the water passage through the valve must have an easy curve, and all outlets must have round corners of good radius.

- E. Lugs, if required for harnessing the hydrant to the connecting pipe from the main in the street, shall be provided on the bell of the elbow or on the hydrant bottom casting. A drawing of the lug construction shall be submitted for approval on request of the Project Manager and/or the Owner.
- F. Hydrants shall be provided with a sidewalk flange. Breaking devices shall be at the sidewalk flange which will allow the hydrant barrel to separate at this point with a minimum breakage of hydrant parts in case of damage. There shall also be provided at this point a safety stem coupling on the operating stem that will shear at the time of impact. Unless otherwise specified, all hydrants will be equipped with O-Ring stem seals.
- G. All dimensions, thread details and other specifications and construction details for all hydrants shall be approved by the City of Columbiana.
- H. Before the hydrant is painted at the factory, it shall be subjected to an internal hydrostatic test of 300 pounds per square inch with the hydrant valve in a closed position and again with the hydrant valve in an open position.
- I. All iron parts of the hydrant both inside and outside shall be thoroughly cleaned and painted. All inside surfaces and the outside surfaces below the ground line shall be coated with asphalt varnish. They shall be covered with two coats, the first having dried thoroughly before the second is applied. The outside of the hydrant above the finished ground line shall be thoroughly cleaned and thereafter painted with two coats of high-quality yellow paint.

2.05 RING AND COVER AND VALVE BOX CASTING

- A. Castings for cast iron ring and cover and for cast iron parts of valve boxes shall conform to the requirements of AWWA C500.

2.06 SERVICE LINE

- A. Any service lines connected to mains shall be Type K, soft copper, conforming to ASTM B 88.

PART 3 EXECUTION

3.01 INSTALLATION OF PIPE

- A. All excavations and backfill work shall be in accordance with these Specifications, Trench Replacement Detail, and City of Columbiana Standards.
- B. Proximity to Sewers
 - 1. Water mains shall be laid at least *10 feet* horizontally from any sanitary sewer, storm sewer or sewer manhole, whenever possible; the distance shall be measured edge to edge.
- C. Water mains passing under sewers shall, in addition, be protected by providing:
 - 1. A vertical separation of at least *18 inches* between the bottom of the sewer and the top of the water main.
 - 2. Adequate structural support of the sewers to prevent excessive deflection of joints and settling on and breaking the water mains.
 - 3. That the length of water pipe be centered at the point of crossing so that the joints will be equidistant and as far as possible from the sewer.
- D. All pipe shall be laid to a minimum depth of *48 inches* measured from the existing ground surface or established grade to the top of the barrel of the pipe. In areas subject to subsequent excavation or fill, the mains shall be laid to grades required on the Drawings.

- E. The trench, unless specified otherwise, shall have a flat bottom conforming to the grade to which the pipe is to be laid. The pipe shall be laid on approved granular material true and even so that the barrel of the pipe will have a bearing for its full length. Bell holes shall be excavated for joints. Any part of the trench excavation below grade shall be corrected with approved material and thoroughly compacted. Slag products are not permitted for bedding and backfill material.
- F. Where water is encountered in the trench, it shall be removed during pipe laying and jointing operations. Provisions shall be made to prevent floating of the pipe. Trench water shall not be allowed to enter the pipe at any time.
- G. Dirt or other foreign material shall be prevented from entering the pipe or pie joint during handling or laying operations and any pipe or fitting that has been installed with dirt or foreign material in it shall be removed, cleaned and re-laid. At time when pipe laying is not in progress, the open ends of the pipe shall be closed by a watertight plug or by other means approved by the Owner to ensure absolute cleanliness inside the pipe.
- H. Trench width measured at the top of the pipe, shall not be exceed 12 inches on each side of the conduit. The cost of any additional trench width, including excavation, bedding, and backfill materials shall be the responsibility of the Contractor.

3.02 JOINTING OF PIPE

- A. The inside of the bell shall be thoroughly cleaned to remove all foreign material from the joints. The circular rubber gasket shall be inserted in the gasket seat provided.
- B. A thin film of gasket lubricant shall be applied to the inside surface of the gasket. Gasket lubricant shall be a solution of vegetable soap or other solution supplied by the pipe manufacturer and approved by the Owner.
- C. The spigot end of the pipe shall be cleaned and entered into the rubber gasket in the bell, using care to keep the joint from contacting the ground. The joint shall then be completed by forcing the plain end into the seat of the bell. Pipe which is not furnished with a depth mark shall be marked before assembly to assure that the spigot end is inserted to the full depth of the joint. Serrated brass wedges shall be provided for electrical thawing; two per joint, for 3 inch through 12 inch pipe; four for larger diameter pipe. Each wedge is driven into the opening between the plain end and the bell until snug. When four wedges are used, they are inserted side by side, in pairs.
- D. Field-cut pipe lengths shall be beveled to avoid damage to the gasket and facilitate making the joint.

3.03 THRUST BLOCKING

- A. Blocking to prevent movement of lines under pressure shall be placed at all bends, tees, caps, valves and hydrants. They shall be constructed with Portland cement concrete, as shown on the City of Columbiana Standard Drawings, placed between solid ground and the fittings, and shall be anchored in such a manner that pipe and fitting joints will be accessible for repairs.
- B. All bends of 11-1/4 degrees or greater, and all tees and plugs shall be thrust protected to prevent movement of the lines under pressure.
- C. Contractor shall submit thrust block details to the Engineer for approval prior to the work. All such details shall be approved by the local water department prior to submittal to the Engineer. Details shall fully describe the width, length and depth of the thrust block, anchors where applicable, and the minimum concrete compressive strength.

- D. All fittings bends, tees, plugs, valves, etc. shall be equipped with joint restraint devices such as Meg-A-Lug by EBBA iron or approved equal.

3.04 PRESSURE TESTING OF WATER MAINS

- A. After the pipe has been laid and partly backfilled as specified herein, all newly laid pipe or any valved sections of it shall, unless otherwise expressly specified, be subjected to a hydrostatic pressure equal to 150 percent of the operating pressure at the lowest elevation of the pipe section, but not to exceed the pressure at the lowest elevation of the pipe section, but not to exceed the pressure rating of the type of pipe specified, but not less than 100 psi at the highest elevation. The duration of each pressure test shall be for a period of two (2) hours. The basic provisions of AWWA C600 shall be applicable.
- B. Each section of pipe to be tested, as determined by the Owner, shall be slowly filled with water and the specified test pressure shall be applied by means of a pump connected to the pipe in a satisfactory manner. The pump pipe connection and all necessary apparatus, including gauges and meters, shall be furnished by the Contractor. Before applying the specified test pressure, all air shall be expelled from the pipe. To accomplish this, taps shall be made, if necessary, at points of highest elevation and afterwards tightly plugged. Any cracked or defective pipes, fittings, valves or hydrants discovered in consequence of this pressure test shall be removed and replaced by the Contractor with sound material and the test shall be repeated until satisfactory to the Owner. Provisions of AWWA C600, where applicable, shall apply.

C. Leakage Test:

- 1. After completion of the pressure test, a leakage test shall be conducted to determine the quantity of water lost by leakage under the specified test pressure. Test pressure is defined as the maximum operating pressure of the section under test and is based on the elevation of the lowest point in the line or section under test corrected to the elevation of the test gauge. Applicable provisions of AWWA C600 shall apply. Duration of each leakage test shall be a minimum of one hour in addition to the pressure test period.
- 2. Allowable leakage in gallons per hour for pipeline shall not be greater than that determined by the formula:

$$L = \frac{ND(P)^2}{7,400}$$

NOTE: L = Allowable leakage in gallons per hour.

N = Number of joints in length of pipe line tested.

D = Nominal diameter of the pipe in inches.

P = Average test pressure during leakage test in pound per square inch gauge.

- 3. Leakage is defined as the quantity of water to be supplied in the newly-laid pipe or any valved section under test, which is necessary to maintain the specified leakage test pressure after the pipe has been filled with water and the air expelled.

3.05 DISINFECTION OF WATER MAINS

Flushing and Disinfection shall be in accordance with AWWA C-651.

A. Flushing:

- 1. Sections of pipe to be disinfected shall first be flushed to remove any solids or contaminated material that may have become lodged in the pipe. If no hydrant is installed at the end of the main, then a tap should be provided large enough to develop velocity of at least 2-5/10 feet per second in the main. One 2-1/2 inch hydrant opening will, under normal pressure, provide this velocity in pipe sizes up to and including 12 inches.

2. All taps 2 inch size and smaller require for chlorination or flushing purposes, or for temporary or permanent release of air shall be provided for by the Contractor as a part of the construction of water mains. Taps larger than 2 inches shall be paid for as a bid item or as an extra.
- B. Before being placed into service, all new mains and repaired portions of, or extensions to existing mains shall be chlorinated so that a chlorine residual of not less than 25 mg/l remains in the water after standing 24 hours in the pipe. Chlorine shall be applied by one of the methods which follow subject to approval by the City of Columbiana.
1. A mixture of water and high-test calcium hypochlorite (65-70 percent C1) may be used. The dry powder shall first be mixed as a paste and then thinned to a one (1) percent chlorine solution by adding water to give a total quantity of 7.5 gallons of water per pound of dry power. This solution shall be injected in one end of the section of main to be disinfected while filling the main with water in the amounts as shown in the table which follows:

Chlorine Requirements to Produce 50 MG/L
Concentration in 100 Foot of Pipe - By Diameter

<u>Pipe Size Inches</u>	<u>100% Chlorine Lb.</u>	<u>1% Chlorine Solution, Gals.</u>
4	0.027	0.33
6	0.061	0.73
8	0.108	1.30
10	0.170	2.04
12	0.240	2.88

2. Tablet disinfection is best suited to short extensions (up to 2,500 feet) and smaller diameter mains (up to 12 inches). Since preliminary flushing must be eliminated in using this method, it should be utilized only when scrupulous cleanliness has been used in construction. It shall not be used if trench water or foreign material has entered the main or if the water is below 40 degrees F.
3. Tablets should be placed in each section of pipe, hydrant branches and other appurtenances. Tablets must be at the top of the main and shall be attached by an adhesive, such as Permatex No. 1 or any alternative approved by the Owner. Tablets in joints between pipe sections, hydrants, hydrant branches or appurtenances are to be crushed and placed inside the annular space, rubbed like chalk in butt ends of sections to coat them if the type of assembly does not permit crushing.

In filling a section of piping with water when using the tablet method, water velocity shall be less than 1 foot per second.

Number of a 5-Gram Hypochlorite Tablets Required
for a Dosage of 50 MG/L per Length of Pipe Section

<u>Pipe Size Inches</u>	<u>Length of Pipe Section</u>				
	<u>Up to 13</u>	<u>18</u>	<u>20</u>	<u>30</u>	<u>40</u>
2	1	1	1	1	1
4	1	1	1	2	2
6	2	2	2	2	2
8	2	3	3	5	6
10	3	5	5	8	9
12	5	7	8	10	14

- C. The preferred point of application of the chlorinating agent is at the beginning of the pipeline extension or any valved section of it, and through a corporation stop inserted in the pipe. The water injector for delivering the chlorine-bearing water into the pipe should be supplied from a tap made on the pressure side of the gate valve controlling the flow into the pipeline extension. Alternate points of application may be used when approved or directed by the Owner.
- D. Valves shall be manipulated so that the strong chlorine solution in the line being treated will not flow back into the line supplying the water. Check valves may be used if desired.
- E. Treated water shall be retained in the pipe at least 24 hours. After this period, the chlorine residual at pipe extremities and at other representative points shall be at least 25 mg/l.
- F. In the process of chlorinating newly-laid pipe, all valves or other appurtenances shall be operated while the pipe line is filled with the chlorinating agent and under normal operating pressure.
- G. Disinfection and sampling will be supervised by a representative of the City of Columbiana.
 - 1. Final Flushing:
 - a. Following chlorination, all treated water shall be thoroughly flushed from the newly laid pipe at its extremity until the replacement water throughout its length shows upon test, a chlorine residual of less than 1 mg/l. In the event chlorine is normally used in the source of supply, then the tests shall show a residual of not in excess of that carried in the system.
 - b. After flushing, water samples collected on two successive days from the treated piping system, as directed by the Project Manager, shall show satisfactory bacteriological results. Bacteriological analysis must be performed by a laboratory approved by the Environmental Protection Agency. The Contractor will be responsible for disinfection, sampling and bacteriological testing of the water lines and all costs associated.
- H. Repetition of Flushing and Testing:
 - 1. Should the initial treatment result in an unsatisfactory bacterial test, the original chlorination procedure shall be repeated by the Contractor until satisfactory results are obtained.

3.06 INSTALLATION OF HYDRANTS

- A. Hydrants shall be installed at the locations as shown on the Drawings. They shall be plumb and shall be set so that the lowest hose connection is at least 24 inches above the surrounding finished grade.
- B. All hydrants shall be inspected in the field upon delivery to the job site to insure proper operation before installation.
- C. The blocking of the hydrant shall be as per the City of Columbiana Drawings.

3.07 CLEAN-UP

- A. Upon completion of the Work, all surplus materials, debris, tools, and equipment shall be removed from the site.

END OF SECTION

SECTION VII
SANITARY SEWER SPECIFICATIONS

SECTION 33 30 00 - SITE SANITARY SEWERAGE SYSTEM

PART 1 - GENERAL

A.01 SCOPE OF WORK

A. Under this Section of the Specifications the Contractor shall furnish all equipment, materials, labor and services required to complete and shall complete all site sanitary sewer work, shown on the drawings including but not limited to the following general items of work in accordance with the Drawings and Specifications:

1. Sanitary sewer.
2. Sanitary Sewer Force Main
3. Manholes.

1.02 GENERAL REQUIREMENTS

- A. The Contractor shall visit the site, prior to submitting his bid, inform himself of the conditions and make his own estimates of the facilities and difficulties attending the execution of the work.
- B. The Contractor shall be responsible for avoidance and cleanup of street spillage and tracking to the satisfaction of the local and state authorities.
- C. The right to make any inspections deemed necessary at the source of supply, and during preparation of any material used in this work, is reserved.
- D. The Contractor shall obtain and pay for all tests, inspections, etc. required by local boards that have jurisdiction over the project. All work shall be executed and inspected in accordance with all local and state codes, rules, ordinances, or regulations pertaining to the particular type of work involved. Should any changes in the Contract Drawings and Specifications be required to conform to such ordinances, notify the Owner at the time of submitting bid. After entering into the Contract, the Contractor shall be held responsible for the completion of all work necessary for a complete and approved installation without extra expense to the Owner. This Contractor shall prepare any supplementary detailed diagrams or drawings which may be required by any local or stated authority at no additional cost to the Owner.
- E. The Contractor shall be responsible for maintaining any sanitary sewerage flows by using existing or proposed sanitary sewer and manholes or By-pass pumping.

1.03 RELATED WORK SPECIFIED ELSEWHERE

- A. Aggregate Materials – ODOT CMS Item 703.11.
- B. Excavation – ODOT CMS Item 611.05.
- C. Backfilling – ODOT CMS Item 611.06.
- D. Site Water Lines – See Water Main Specifications.

1.04 SUBMITTALS

- A. Shop Drawings: The Contractor shall submit, in accordance with the Contract Documents, detailed Shop Drawings for all sanitary sewerage system work.
- B. Record Drawings: The Contractor shall submit, prior to final payment, accurate record drawings for all sanitary and associated work.

1.05 REGULATORY REQUIREMENTS

All work shall conform the City of Columbiana standards which shall take precedence to these specifications in the event of a conflict; however, if the requirements of these Specifications are more stringent, they shall apply.

1.06 QUALITY ASSURANCE

A. Reference Standards:

1. Some products and execution are specified in this Section by reference to published specifications or standards of the following (with respective abbreviation used):
 - a. The American Society for Testing and Materials (ASTM)
 - b. Ohio Department of Transportation (ODOT) Construction and Material Specifications (CMS) dated January 1, 2023.

PART 2 - PRODUCTS

2.01 PIPE MATERIALS

A. Sanitary Sewer Pipe:

1. Sanitary sewer pipe shall be polyvinyl chloride (PVC) pipe of the integral wall bell and spigot type with elastomeric seal joints and smooth inner walls meeting or exceeding all of the requirements set forth in ASTM D-3034, Type PS 46, SDR 35 or ASTM D-1785 Schedule 40 PVC where indicated.
 2. The minimum wall thickness shall conform to SDR-26 or SDR-35 Type PSM as specified in ASTM D-3034. The date of manufacture, class of pipe, specification designation, size of pipe, name or trademark of manufacturer, and identification of plan/location shall be legibly marked on the outside of each sanitary pipe section in accordance with the ASTM D-3034.
 3. The Contractor shall upon request furnish the City of Columbiana Department of Public Works with manufacturer's certification stating that the sanitary sewer pipe supplied meets or exceeds all requirements of the applicable ASTM standards and these Specifications.
- B. Sanitary sewer pipe joints shall be flexible gasketed joints of the compression type so that when assembled the gasket inside the bell will be compressed radially on the pipe spigot to form a watertight seal. The gaskets sealing the joint shall be made of rubber of special composition having a texture to assure a watertight and permanent seal and shall be the product of a manufacturer having at least five years' experience in the manufacturer of rubber gaskets for pipe joints. The gasket shall be a continuous ring of flexible joint rubber of a composition and texture which is resistant to common ingredients of sewage, industrial wastes and groundwater, and which will endure permanently under the conditions likely to be imposed by this service. The gasket shall conform to the requirements of ASTM F-477.
- C. Sanitary sewer pipe fittings shall be manufactured fittings made of PVC plastic having a cell classification of 12454-B or 12454-C as defined in ASTM D-1784.
- D. Sanitary Sewer Force Main shall be High Density Polyethylene (HDPE) Pipe conforming to AWWA C-906 DR17.
1. Butt Fusion fittings shall be as per ASTM C2361.
 2. Electrofusion fittings shall be as per ASTM C2361.

2.02 MANHOLES

- A. Manholes shall be precast concrete conforming to the City of Columbiana standard designs and specifications as noted on the Drawings. Precast concrete manhole shall also conform to ASTM C478 with O-ring joints as per ASTM C443.
- B. Manhole frames and lids shall conform to the City of Columbiana standard designs and specifications as noted on the Drawings. Lid and ring shall be Neenah R-1642 or East Jordan No. 1045 with self-sealing lid.
- C. Manhole steps shall be Grade 60 steel covered with propylene plastic conforming to ASTM D4101.
- D. Manhole interior shall be coated with Master Seal® 583, or equivalent.

PART 3 - EXECUTION

3.01 INSTALLATION OF PIPES

- A. Pipe trenches shall be excavated to the lines and grades shown on the Drawings. Depth of trench shall be as required to provide for the specified bedding materials.
- B. All excavations shall be adequately sloped or shored and braced to protect the property of the Owner and neighboring Owner(s), and the safety of the workmen. All such protection shall be in accordance with the Occupational Safety and Health Act (OSHA) requirements and all other applicable codes and ordinances.
 - 1. To avoid disturbance of existing landscaping, Contractor shall use trench boxes for shoring in all places possible.
- C. Trench width, measured at the top of the pipe, shall not exceed **12 inches** on each side of the conduit. Cost of excavating or backfilling excess trench width will be borne by the contractor.
- D. Sanitary sewer pipe bedding shall be coarse aggregate size **#57 or #67** crushed stone or fractured face aggregate in accordance with the ODOT CMS Item 703. The thickness shall be at least **6 inches** below the bottom of the pipe and extending up around the pipe for a depth of not less than **30 percent** of its outside diameter. The layer of bedding material shall be shaped to fit the conduit for at least **10 percent** of the diameter of the conduit and shall have recesses shaped to receive the bell of bell-and-spigot pipe.
- E. After the sanitary sewer pipe is positioned, **No. 57 or No. 67** crushed stone or **No. 57 or No. 67** fractured face aggregate shall be placed around the sides of the pipe up to the sides of the pipe to the **spring line (1/2 the outside diameter)**. This material shall be shovel sliced or otherwise carefully placed and "walked" or hand tamped in to ensure compaction of the haunch area and complete filling of all voids. From the spring line to **12 inches** above the crown of the pipe, bedding shall be added in **6" lifts** "walked" in for compaction.
- F. Sanitary sewer pipe joints shall be assembled in accordance with the pipe manufacturer's recommendation and ASTM D-3212.
- G. All field cutting of sanitary sewer pipe shall be done in a neat, trim manner using a hand or power saw, and the cut end shall be beveled using a file or wheel to produce a smooth bevel of approximately 15 degrees and be a minimum depth of one-third the pipe wall thickness. Field cut pipe will only be allowed to be installed at manholes, at prefabricated tees and wyes, and at the connection of new sanitary sewer to existing sanitary sewer.

- H. All pipe trenches shall be backfilled, as per Trench Replacement Detail on the Drawings, after inspection by the local approval authorities, with mechanically compacted granular backfill material as specified.
- I. The Contractor shall be responsible for protecting all drainage structures, conduits, and other utility lines from damage due to construction equipment.
- J. The contractor shall be responsible for the maintenance of Sanitary flows during construction, using existing systems, new systems, or a combination of both.
- K. Sanitary Sewer laterals 6" diameter and under shall be placed on a minimum 1% grade, unless otherwise directed by the Engineer.
- L. Excavation width of bore pits shall not exceed 10 feet width, excess excavation and backfill costs shall be the responsibility of the Contractor. Bore pit lengths shall not exceed plan dimensions. All excavation and backfill costs for bore pits shall be included in the steel casing boring item per lineal foot.

3.02 SANITARY SEWER FORCE MAIN

- A. Sanitary Sewer Force Main shall be HDPE AWWA C906-DR17 installed by Directional Drilling as per the Horizontal Directional Drilling Specifications.
 - 1. Any sections installed by open trench methods will be paid at the same unit price as Directional Drilling per lineal foot.
- B. Sanitary Sewer Force Main shall be tested by Hydrostatic Testing Methods as described in the High Density Polyethylene Pipe and fitting specification Section 3.3.

3.03 CONSTRUCTION OF MANHOLES

- A. All precast bases shall be placed on a 6 inch bed of **#57 stone** aggregate conforming to Section 31 20 00.
- B. Bottom channels shall be formed to the crown of the outlet pipe with concrete in all manholes.
- C. All lift holes on all precast elements shall be completely filled with an approved bitumastic material. All joints between all precast elements shall be made with an approved bitumastic material or an approved rubber gasket.
- D. Casting shall be set in a full bed of Portland cement mortar.
- E. Excavation and backfill shall be as specified in Sections 31 20 00.

3.43 CLEAN-UP

- A. Upon completion of the Work, all surplus materials, debris, tools, and equipment shall be removed from the site.

END OF SECTION

SECTION VIII
FEDERAL WAGE RATES

SANDBLASTERS.....	\$ 36.39	17.13
SEWER BRICKLAYERS & STACK BUILDERS.....	\$ 36.64	17.13
SWING SCAFFOLDS.....	\$ 37.14	17.13

 BROH0006-005 06/01/2024

CARROLL, COLUMBIANA (Knox, Butler, West & Hanover Townships),
 STARK & TUSCARAWAS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

 BROH0007-002 06/01/2024

LAWRENCE

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

 BROH0007-005 06/01/2023

PORTAGE & SUMMIT

	Rates	Fringes
BRICKLAYER.....	\$ 32.40	19.30

 BROH0007-010 06/01/2024

PORTAGE & SUMMIT

	Rates	Fringes
MASON - STONE.....	\$ 33.39	20.06

 BROH0008-001 06/01/2024

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

	Rates	Fringes
BRICKLAYER.....	\$ 33.39	20.06

 BROH0009-002 06/01/2024

BELMONT & MONROE COUNTIES and the Townships of Warren & Mt.
 Pleasant and the Village of Dillonvale in JEFFERSON COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06
Refractory.....	\$ 31.45	19.01

 BROH0010-002 06/01/2024

COLUMBIANA (St. Clair, Madison, Wayne, Franklin, Washington, Yellow Creek & Liverpool Townships) & JEFFERSON (Brush Creek & Saline Townships)

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0014-002 06/01/2024		

HARRISON & JEFFERSON (Except Mt. Pleasant, Warren, Brush Creek, Saline & Salineville Townships & the Village of Dillonvale)

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0016-002 06/01/2023		

ASHTABULA, GEAUGA, and LAKE COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 32.40	19.30

BROH0018-002 06/01/2024		

BROWN, BUTLER, CLERMONT, HAMILTON, PREBLE (Gasper, Dixon, Israel, Lanier, Somers & Gratis Townships) & WARREN COUNTIES:

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0022-004 06/01/2024		

CHAMPAIGN, CLARK, CLINTON, DARKE, GREENE, HIGHLAND, LOGAN, MIAMI, MONTGOMERY, PREBLE (Jackson, Monroe, Harrison, Twin, Jefferson & Washington Townships) and SHELBY COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0032-001 06/01/2024		

GALLIA & MEIGS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0035-002 06/01/2024		

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

Rates	Fringes
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Bricklayer, Stonemason.....\$ 33.39 20.06

BROH0039-002 06/01/2024

ADAMS & SCIOTO

Rates Fringes

Bricklayer, Stonemason.....\$ 33.39 20.06

BROH0040-003 06/01/2024

ASHLAND, CRAWFORD, HARDIN, HOLMES, MARION, MORROW, RICHLAND,
WAYNE and WYANDOT (Except Crawford, Ridge, Richland & Tymochtee
Townships) COUNTIES

Rates Fringes

Bricklayer, Stonemason.....\$ 33.39 20.06

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above
journeyman rate.
Free standing stack work ground level to top of stack;
Sandblasting and laying of carbon masonry material in swing
stage and/or scaffold; Ramming and spading of plastics and
gunniting: \$1.50 per hour above journeyman rate.
""Hot"" work: \$2.50 above journeyman rate.

BROH0044-002 06/01/2024

Rates Fringes

Bricklayer, Stonemason
COSHOCOTON, FAIRFIELD,
GUERNSEY, HOCKING, KNOX,
KICKING, MORGAN,
MUSKINGUM, NOBLE (Beaver,
Buffalo, Seneca & Wayne
Townships) & PERRY
COUNTIES:.....\$ 33.39 20.06

BROH0045-002 06/01/2023

FAYETTE, JACKSON, PIKE, ROSS and VINTON COUNTIES

Rates Fringes

Bricklayer, Stonemason.....\$ 35.39 17.47

BROH0046-002 06/01/2024

ERIE, HANCOCK, HURON, OTTAWA, SANDUSKY, SENECA, WOOD (Perry &
Bloom Townships) and WYANDOT (Tymochtee, Crawford, Ridge &
Richland Townships) COUNTIES & the Islands of Lake Erie north
of Sandusky

Rates Fringes

Bricklayer, Stonemason.....\$ 33.39 20.06

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above journeyman rate.

Free standing stack work ground level to top of stack; Sandblasting and laying of carbon masonry material in swing stage and/or scaffold; Ramming and spading of plastics and gunniting: \$1.50 per hour above journeyman rate.

""Hot"" work: \$2.50 above journeyman rate.

BROH0052-001 06/01/2024

ATHENS COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0052-003 06/01/2024

NOBLE (Brookfield, Noble, Center, Sharon, Olive, Enoch, Stock, Jackson, Jefferson & Elk Townships) and WASHINGTON COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0055-003 06/01/2024

DELAWARE, FRANKLIN, MADISON, PICKAWAY and UNION COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

CARP0002-024 05/01/2025

BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE, GREENE, HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY & WARREN

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 35.94	23.59
Diver.....	\$ 40.58	9.69

CARP0171-001 05/01/2025

MAHONING & TRUMBULL

	Rates	Fringes
CARPENTER.....	\$ 33.19	25.02

CARP0171-002 05/01/2025

BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE

	Rates	Fringes
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CARPENTER.....\$ 32.50 26.19

CARP0200-002 05/01/2025

ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA,
GUERNSEY, HIGHLAND, HOCKING, JACKSON, LAWRENCE, LICKING,
MADISON, MARION, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY,
PICKAWAY, PIKE, ROSS, SCIOTO, UNION, VINTON and WASHINGTON
COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 35.94	23.59
Diver.....	\$ 39.41	10.40
PILEDRIVERMAN.....	\$ 35.94	23.59

CARP0285-001 05/01/2025

CARROLL, STARK, TUSCARAWAS and WAYNE

	Rates	Fringes
CARPENTER.....	\$ 34.07	24.28

CARP0285-002 05/01/2025

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
CARPENTER.....	\$ 33.38	24.69

CARP0285-008 05/01/2025

MEDINA, PORTAGE & SUMMIT

	Rates	Fringes
CARPENTER.....	\$ 37.18	25.07

CARP0351-005 05/01/2025

LUCAS & WOOD

	Rates	Fringes
CARPENTER.....	\$ 35.44	27.56

CARP0351-006 05/01/2025

	Rates	Fringes
CARPENTER DEFIANCE, FULTON, HANCOCK, HENRY, PAULDING & WILLIAMS COUNTIES.....	\$ 32.05	26.13

CARP0372-002 05/01/2025

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM & VAN WERT

	Rates	Fringes
CARPENTER.....	\$ 31.80	26.33

CARP0435-005 05/01/2025		

ASHTABULA, CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
CARPENTER.....	\$ 38.57	24.64

CARP0735-001 05/01/2025		

ASHLAND, HURON & RICHLAND

	Rates	Fringes
CARPENTER.....	\$ 34.67	23.57

CARP0735-002 05/01/2025		

LORAIN

	Rates	Fringes
CARPENTER.....	\$ 38.42	24.01

CARP0735-004 05/01/2025		

ERIE

	Rates	Fringes
CARPENTER.....	\$ 36.71	24.14

CARP0744-001 05/01/2025		

CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
CARPENTER.....	\$ 33.74	27.05

CARP1090-002 05/01/2025		

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM, VAN WERT & WYANDOT

	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 35.94	28.39

DIVERS - \$250.00 per day		

CARP1090-003 05/01/2025		

BELMONT, HARRISON, & MONROE

	Rates	Fringes
Diver, Wet.....	\$ 58.52	24.91

Piledrivermen; Diver, Dry.....\$ 39.01 24.91

CARP1090-004 05/01/2025

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
Diver, Wet.....	\$ 49.82	25.40
Piledrivermen; Diver, Dry.....	\$ 33.21	25.40

CARP1090-005 05/01/2025

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

	Rates	Fringes
Diver, Wet.....	\$ 54.51	27.50
Piledrivermen; Diver, Dry.....	\$ 36.34	27.50

CARP1090-006 05/01/2025

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
Diver, Wet.....	\$ 54.36	22.54
Piledrivermen; Diver, Dry.....	\$ 36.24	22.54

CARP1090-007 05/01/2025

MAHONING & TRUMBULL

	Rates	Fringes
Diver, Wet.....	\$ 50.85	24.82
Piledrivermen; Diver, Dry.....	\$ 33.90	24.82

CARP1090-008 05/01/2025

COLUMBIANA & JEFFERSON

	Rates	Fringes
PILEDRIVERMAN.....	\$ 39.01	24.91

CARP1090-009 05/01/2025

CRAWFORD, DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA,
PAULDING, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 37.98	28.63

DIVERS - \$250.00 per day

ELEC0008-002 05/27/2024

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING,
 PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
CABLE SPLICER.....	\$ 38.98	18.96
ELECTRICIAN.....	\$ 48.40	4.5%+23.06

 ELEC0032-003 06/01/2025

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY, VAN WERT &
 WYANDOT (Crawford, Jackson, Marseilles, Mifflin, Ridgeland,
 Ridge & Salem Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 39.17	23.60

 ELEC0038-002 04/28/2025

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) &
 LORAIN (Columbia Township)

	Rates	Fringes
ELECTRICIAN Excluding Sound & Communications Work.....	\$ 46.63	24.92

FOOTNOTES;
 a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th;
 Labor Day; Thanksgiving Day; & Christmas Day
 b. 1 week's paid vacation for 1 year's service; 2 weeks' paid
 vacation for 2 or more years' service

 ELEC0038-008 04/28/2025

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) &
 LORAIN (Columbia Township)

	Rates	Fringes
Sound & Communication Technician Communications Technician...	\$ 34.30	14.95
Installer Technician.....	\$ 33.05	14.91

FOOTNOTES;
 a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th;
 Labor Day; Thanksgiving Day; & Christmas Day
 b. 1 week's paid vacation for 1 year's service; 2 weeks' paid
 vacation for 2 or more years' service

 ELEC0064-003 11/30/2025

COLUMBIANA (Butler, Fairfield, Perry, Salem & Unity Townships)

MAHONING (Austintown, Beaver, Berlin, Boardman, Canfield, Ellsworth, Coitsville, Goshen, Green, Jackson, Poland, Springfield & Youngstown Townships), & TRUMBULL (Hubbard & Liberty Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 41.49	21.81

ELEC0071-005 01/06/2025		

ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN

	Rates	Fringes
LINE CONSTRUCTION: Equipment Operator		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 39.97	27%+8.00
Municipal Power/Transit Projects.....	\$ 49.46	27%+8.25
LINE CONSTRUCTION: Groundman		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 31.10	27%+8.00
Municipal Power/Transit Projects.....	\$ 38.47	27%+8.25
LINE CONSTRUCTION: Linemen/Cable Splicer		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 43.89	27%+8.00
Municipal Power/Transit Projects.....	\$ 54.96	27%+8.25

ELEC0071-010 01/06/2025		

Statewide

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 40.44	4%+16.09
Groundman.....	\$ 29.07	4%+13.81
Lineman & Cable Splicers....	\$ 46.02	4%+17.20

ELEC0082-002 12/02/2024		

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN (Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 38.00	22.49

ELEC0082-006 11/25/2024		

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN (Wayne, Clear Creek & Franklin Townships)

Rates	Fringes
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Sound & Communication
Technician

Cable Puller.....	\$ 13.85	5.30
Installer/Technician.....	\$ 27.70	15.71

ELEC0129-003 02/24/2025

LORAIN (Except Columbia Township) & MEDINA (Litchfield & Liverpool Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 42.95	18.81

ELEC0129-004 02/24/2025

ERIE & HURON (Lyme, Ridgefield, Norwalk, Townsend, Wakeman, Sherman, Peru, Bronson, Hartland, Clarksfield, Norwich, Greenfield, Fairfield, Fitchville & New London Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 42.95	18.81

ELEC0141-003 06/02/2025

BELMONT COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 42.94	27.74
ELECTRICIAN.....	\$ 39.25	31.23

ELEC0212-003 11/26/2018

BROWN, CLERMONT & HAMILTON

	Rates	Fringes
Sound & Communication Technician.....	\$ 24.35	10.99

ELEC0212-005 06/02/2025

BROWN, CLERMONT, and HAMILTON COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 38.05	22.97

ELEC0245-001 08/26/2024

ALLEN, HARDIN, VAN WERT & WYANDOT (Crawford, Jackson, Marseilles, Mifflin, Richland, Ridge & Salem Townships)

	Rates	Fringes
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Line Construction

Equipment Operator.....	\$ 32.95	28%+7.85
Groundman Truck Driver.....	\$ 20.59	28%+7.85
Lineman.....	\$ 47.07	28%+7.85

FOOTNOTE: a. Half day's Paid Holiday: The last 4 hours of the workday prior to Christmas or New Year's Day

ELEC0245-003 01/01/2025

DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, and WOOD COUNTIES

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 53.90	8.10+28%
Groundman/Truck Driver.....	\$ 20.51	8.10+28%
Heli-arc Welding.....	\$ 47.17	8.10+28%
Lineman.....	\$ 46.87	8.10+28%
Operator - Class 1.....	\$ 37.50	8.10+28%
Operator - Class 2.....	\$ 32.81	8.10+28%
Traffic Signal & Lighting Technician.....	\$ 42.18	8.10+28%

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; & Christmas Day. Employees who work on a holiday shall be paid at a rate of double their applicable classified straight-time rates for the work performed on such holiday.

ELEC0245-004 01/01/2025

ERIE COUNTY

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 53.90	28%+8.10
Groundman/Truck Driver.....	\$ 20.51	28%+8.10
Lineman.....	\$ 46.87	28%+8.10
Operator - Class 1.....	\$ 37.50	28%+8.10
Operator - Class 2.....	\$ 32.81	28%+8.10

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; & Christmas Day. Employees who work on a holiday shall be paid at a rate of double their applicable classified straight-time rates for the work performed on such holiday.

ELEC0246-001 10/28/2024

Carroll, Columbiana, Harrison and Jefferson Counties in Ohio; Brooke and Hancock Counties in West Virginia.

	Rates	Fringes
ELECTRICIAN.....	\$ 44.00	30.38%+24.31

FOOTNOTE: a. 1 1/2 Paid Holidays: The last scheduled workday prior to Christmas & 4 hours on Good Friday.

ELEC0306-005 05/27/2024

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

	Rates	Fringes
CABLE SPLICER.....	\$ 46.81	20.95
ELECTRICIAN.....	\$ 42.55	20.95

ELEC0317-002 06/02/2025

GALLIA & LAWRENCE

	Rates	Fringes
CABLE SPLICER.....	\$ 32.68	18.13
ELECTRICIAN.....	\$ 41.15	29.35

ELEC0540-005 06/30/2025

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

	Rates	Fringes
ELECTRICIAN.....	\$ 39.86	29.19

ELEC0573-003 06/01/2025

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

	Rates	Fringes
ELECTRICIAN.....	\$ 42.20	23.37

ELEC0575-001 05/29/2023

ADAMS, FAYETTE, HIGHLAND, HOCKING, JACKSON (Bloomfield, Franklin, Hamilton, Jefferson, Lick, Madison, Scioto, Coal, Jackson, Liberty, Milton & Washington Townships), PICKAWAY (Deer Creek, Perry, Pickaway, Salt Creek & Wayne Townships),

PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, PeePee, Perry, Seal, Camp Creek, Newton, Scioto, Sunfish, Union & Marion Townships), ROSS, SCIOTO & VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 37.00	22.26

ELEC0648-001 09/01/2025		

BUTLER and WARREN COUNTIES (Deerfield, Hamilton, Harlan, Massie, Salem, Turtle Creek, Union & Washington Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 30.50	18.23
ELECTRICIAN.....	\$ 38.00	24.162

ELEC0673-004 05/26/2025		

ASHTABULA (Excluding Orwell, Colebrook, Williamsfield, Wayne & Windsor Townships), GEAUGA (Burton, Chardon, Claridon, Hambden, Huntsburg, Montville, Munson, Newbury & Thompson Townships) and LAKE COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 33.81	21.47
ELECTRICIAN.....	\$ 41.17	24.58

ELEC0683-002 06/02/2025		

CHAMPAIGN, CLARK, DELAWARE, FAIRFIELD, FRANKLIN, MADISON, PICKAWAY (Circleville, Darby, Harrison, Jackson, Madison, Monroe, Muhlenberg, Scioto, Walnut & Washington Townships), and UNION COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.00	26.40
ELECTRICIAN.....	\$ 43.00	26.37

ELEC0688-003 05/30/2022		

ASHLAND, CRAWFORD, HURON (Richmond, New Haven, Ripley & Greenwich Townships), KNOX (Liberty, Clinton, Union, Howard, Monroe, Middleberry, Morris, Wayne, Berlin, Pike, Brown & Jefferson Townships), MARION, MORROW, RICHLAND and WYANDOT (Sycamore, Crane, Eden, Pitt, Antrim & Tymochtee Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 32.30	21.83

ELEC0972-002 06/01/2024		

ATHENS, MEIGS, MONROE, MORGAN, NOBLE, VINTON (Brown, Knox, Madison, Vinton & Wilkesville Townships), and WASHINGTON COUNITIES

	Rates	Fringes
CABLE SPLICER.....	\$ 40.25	33.33
ELECTRICIAN.....	\$ 40.00	33.32

ELEC1105-001 05/27/2024

COSHOCTON, GUERNSEY, KNOX (Jackson, Clay, Morgan, Miller, Milford, Hilliar, Butler, Harrison, Pleasant & College Townships), LICKING, MUSKINGUM, PERRY, and TUSCARAWAS (Auburn, York, Clay, Jefferson, Rush, Oxford, Washington, Salem, Perry & Bucks Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 39.60	24.41

ENGI0018-003 05/01/2024

ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, and SUMMIT COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 45.63	16.41
GROUP 2.....	\$ 45.53	16.41
GROUP 3.....	\$ 44.49	16.41
GROUP 4.....	\$ 43.27	16.41
GROUP 5.....	\$ 37.98	16.41
GROUP 6.....	\$ 46.63	16.41
GROUP 7.....	\$ 46.63	16.41

OPERATING ENGINEER CLASSIFICATIONS

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

Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; Wheel Excavator; and Asphalt Plant Engineer (Cleveland District Only).

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Horizontal Directional Drill (Over 50,000 ft lbs thrust); Hydro Milling Machine; Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); Vermeer type Concrete Saw; and Maintenance Operators (Portage and Summit Counties Only).

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer (Portage and Summit Counties Only); Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); Welding Machines; and Railroad Tie Inserter/Remover; Articulating/straight bed end dumps if assigned (minus \$4.00 per hour).

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

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonry Fork Lift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signaller; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

ENGI0018-004 05/01/2024

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, and YANDOT COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 44.14	16.41
GROUP 2.....	\$ 44.02	16.41
GROUP 3.....	\$ 42.98	16.41
GROUP 4.....	\$ 41.80	16.41
GROUP 5.....	\$ 36.34	16.41
GROUP 6.....	\$ 45.14	16.41
GROUP 7.....	\$ 45.14	16.41

OPERATING ENGINEER CLASSIFICATIONS

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

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring

Machine More than 48"; Bulldozer; Endloader; Hydro Milling Machine; Horizontal Directional Drill (over 50,000 ft. lbs. thrust); Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); and Vermeer type Concrete Saw.

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer; Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Railroad Tie Insertor/Remover; Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); and Welding Machines; Articulating/straight bed end dumps if assigned (minus \$4.00 per hour.

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

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonary Forklift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

ENGI0066-023 06/01/2023

COLUMBIANA, MAHONING & TRUMBULL COUNTIES

Rates Fringes

POWER EQUIPMENT OPERATOR
ASBESTOS; HAZARDOUS/TOXIC

WASTE PROJECTS		
GROUP 1 - A & B.....	\$ 44.63	24.30
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 2 - A & B.....	\$ 44.30	24.30
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 3 - A & B.....	\$ 38.47	24.30
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 4 - A & B.....	\$ 34.52	24.30
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 5 - A & B.....	\$ 31.13	24.30
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 1 - C & D.....	\$ 40.91	24.30
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 2 - C & D.....	\$ 40.61	24.30
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 3 - C & D.....	\$ 35.27	24.30
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 4 - C & D.....	\$ 31.65	24.30
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 5 - C & D.....	\$ 28.53	24.30
ALL OTHER WORK		
GROUP 1.....	\$ 37.19	24.30
ALL OTHER WORK		
GROUP 2.....	\$ 36.92	24.30
ALL OTHER WORK		
GROUP 3.....	\$ 32.06	24.30
ALL OTHER WORK		
GROUP 4.....	\$ 28.77	24.30
ALL OTHER WORK		
GROUP 5.....	\$ 25.94	24.30

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

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

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

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

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

GROUP 5 - Brakeperson; Fireperson; & Oiler

IRON0017-002 05/01/2024

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

Rates Fringes

IRONWORKER

Ornamental, Reinforcing, & Structural.....\$ 36.83 29.01

IRON0017-010 05/01/2024

ASHTABULA (Eastern part from Lake Erie on the north to route #322 on the south to include Conneaut, Kingsville, Sheffield, Denmark, Dorset, Cherry Valley, Wayne, Monroe, Pierpont, Richmond, Andover & Williamsfield Townships)

Rates Fringes

IRONWORKER

Structural, including metal building erection & Reinforcing.....\$ 36.83 29.01

IRON0044-001 06/01/2025

ADAMS (Western Part), BROWN, BUTLER (Southern Part), CLERMONT, CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) and WARREN (South of a line drawn from Blanchester through Morrow to the west county line) COUNTIES

Rates Fringes

IRONWORKER, REINFORCING.....\$ 38.27 23.90

IRON0044-002 06/01/2025

CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) & WARREN (South of a line drawn from Blanchester through Morrow to the west county line)

Rates Fringes

IRONWORKER

Fence Erector.....\$ 35.88 23.90
Ornamental; Structural.....\$ 37.77 23.90

IRON0055-003 07/01/2024

CRAWFORD (Area Between lines drawn from where Hwy #598 & #30 meet through N. Liberty to the northern border & from said Hwy junction point due west to the border), DEFIANCE (S. of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), ERIE (Western 1/3), FULTON, HANCOCK, HARDIN (North of a line drawn from Maysville to a point 4 miles south of the northern line on the eastern

line), HENRY, HURON (West of a line drawn from the northern border through Monroeville & Willard), LUCAS, OTTAWA, PUTNAM (East of a line drawn from the northern border down through Miller City to where #696 meets the southern border), SANDUSKY, SENECA, WILLIAMS (East of a line drawn from Pioneer through Stryker to the southern border), WOOD & WYANDOT (North of Rte. #30)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 26.40	24.62
Flat Road Mesh.....	\$ 29.77	21.30
Tunnels & Caissons Under Pressure.....	\$ 29.77	21.30
All Other Work.....	\$ 35.50	29.20

IRON0147-002 06/01/2025		

ALLEN (Northern half), DEFIANCE (Northern part, excluding south of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), MERCER (Northern half), PAULDING, PUTNAM (Western part, excluding east of a line drawn from the northern border down through Miller City to where #696 meets the southern border), VAN WERT, and WILLIAMS (Western part, excluding east of a line drawn from Pioneer through Stryker to the southern border) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 38.00	26.39

IRON0172-002 06/01/2025		

CHAMPAIGN (Eastern one-third), CLARK (Eastern one-fourth), COSHOCTON (West of a line beginning at the northwestern county line going through Walhonding & Tunnel Hill to the southern county line), CRAWFORD (South of Rte. #30), DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, HARDIN (Excluding a line drawn from Roundhead to Maysville), HIGHLAND (Eastern one-fifth), HOCKING, JACKSON (Northern half), KNOX, LICKING, LOGAN (Eastern one-third), MADISON, MARION, MORROW, MUSKINGUM (West of a line starting at Adams Mill going to Adamsville & going from Adamsville through Blue Rock to the southern border), PERRY, PICKAWAY, PIKE (Northern half), ROSS, UNION, VINTON and WYANDOT (South of Rte. #30) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 40.87	23.15

IRON0207-004 06/01/2025		

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

	Rates	Fringes
IRONWORKER		
Layout; Sheeter.....	\$ 37.26	28.16
Ornamental; Reinforcing; Structural.....	\$ 36.26	28.16

IRON0290-002 06/01/2025

ALLEN (Southern half), AUGLAIZE, BUTLER (North of a line drawn from east to the west county line going through Oxford, Darrown & Woodsdale), CHAMPAIGN (Excluding east of a line drawn from Catawla to the point where #68 intersects the northern county line), CLARK (Western two-thirds), CLINTON (Excluding south of a line drawn from Blanchester to Lynchburg), DARKE, GREENE, HIGHLAND (Inside lines drawn from Marshall to Lynchburg & from the northern county line through East Monroe to Marshall), LOGAN (West of a line drawn from West Liberty to where the northern county line meets the western county line of Hardin), MERCER (Southern half), MIAMI, MONTGOMERY, PREBLE, SHELBY & WARREN (Excluding south of a line drawn from Blanchester through Morrow to the western county line) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 37.39	25.35

IRON0549-003 12/01/2022

BELMONT, GUERNSEY, HARRISON, JEFFERSON, MONROE & MUSKINGUM (Excluding portion west of a line starting at Adams Mill going to Adamsville and going from Adamsville through Blue Rock to the south border)

	Rates	Fringes
IRONWORKER.....	\$ 35.19	25.66

IRON0550-004 05/01/2024

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

	Rates	Fringes
Ironworkers:Structural, Ornamental and Reinforcing.....	\$ 34.70	22.88

IRON0769-004 06/01/2025

ADAMS (Eastern Half), GALLIA, JACKSON (Southern Half), LAWRENCE & SCIOTO

	Rates	Fringes
IRONWORKER.....	\$ 39.70	29.59

IRON0787-003 06/01/2025		

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 36.10	24.65

LAB00265-008 05/01/2024		

	Rates	Fringes
LABORER		
ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES		
GROUP 1.....	\$ 35.95	14.45
GROUP 2.....	\$ 36.12	14.45
GROUP 3.....	\$ 36.45	14.45
GROUP 4.....	\$ 36.90	14.45
CUYAHOGA AND GEAUGA COUNTIES ONLY: SEWAGE PLANTS, WASTE PLANTS, WATER TREATMENT FACILITIES, PUMPING STATIONS, & ETHANOL PLANTS		
CONSTRUCTION.....	\$ 38.56	14.45
CUYAHOGA, GEAUGA & LAKE COUNTIES		
GROUP 1.....	\$ 37.18	14.45
GROUP 2.....	\$ 37.35	14.45
GROUP 3.....	\$ 37.68	14.45
GROUP 4.....	\$ 38.13	14.45
REMAINING COUNTIES OF OHIO		
GROUP 1.....	\$ 35.52	14.45
GROUP 2.....	\$ 35.69	14.45
GROUP 3.....	\$ 36.02	14.45
GROUP 4.....	\$ 36.47	14.45

LABORER CLASSIFICATIONS

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

GROUP 2 - Asphalt Raker; Concrete Puddler; Kettle Man Pipeline); Machine Driven Tools (Gas, Electric, Air); Mason Tender; Brick Paver; Mortar Mixer; Power Buggy or Power Wheelbarrow; Paint Striper; Sheeting & Shoring Man; Surface

Grinder Man; Plastic Fusing Machine Operator; Pug Mill Operator; & Vacuum Devices (wet or dry); Rodding Machine Operator; Diver; Screwman or Paver; Screed Person; Water Blast, Hand Held Wand; Pumps 4" & Under (Gas, Air or Electric) & Hazardous Waste (level C); Air Track and Wagon Drill; Bottom Person; Cofferdam (below 25 ft. deep); Concrete Saw Person; Cutting with Burning Torch; Form Setter; Hand Spiker (Railroad); Pipelayer; Tunnel Laborer (without air) & Caisson; Underground Person (working in Sewer and Waterline, Cleaning, Repairing & Reconditioning); Sandblaster Nozzle Person; & Hazardous Waste (level B)

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

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

TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE

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

 PAIN0006-002 05/01/2023

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

Rates Fringes

PAINTER

COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS		
GROUP 1.....	\$ 30.75	18.95
GROUP 2.....	\$ 31.15	18.95
GROUP 3.....	\$ 31.45	18.95
GROUP 4.....	\$ 37.01	18.95
COMMERCIAL REPAINT		
GROUP 1.....	\$ 29.25	18.95
GROUP 2.....	\$ 29.65	18.95
GROUP 3.....	\$ 29.95	18.95

PAINTER CLASSIFICATIONS - COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting; Closed Steel Above 55 feet; Bridges & Open Structural Steel; Tanks - Water Towers; Bridge Painters; Bridge Riggers; Containment Builders

GROUP 4 - Bridge Blaster

PAINTER CLASSIFICATIONS - COMMERCIAL REPAINT

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting

PAIN0007-002 07/01/2025

FULTON, HENRY, LUCAS, OTTAWA (Excluding Allen, Bay, Bono, Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem Beach & Genova) & WOOD

	Rates	Fringes
PAINTER		
NEW COMMERCIAL WORK		
GROUP 1.....	\$ 33.66	23.88
GROUP 2.....	\$ 34.66	23.88
GROUP 3.....	\$ 34.66	23.88
GROUP 4.....	\$ 34.66	23.88
GROUP 5.....	\$ 34.66	23.88
GROUP 6.....	\$ 34.66	23.88
GROUP 7.....	\$ 34.66	23.88
GROUP 8.....	\$ 34.66	23.88
GROUP 9.....	\$ 34.66	23.88

REPAINT IS 90% OF JR

PAINTER CLASSIFICATIONS

GROUP 1 - Brush; Spray & Sandblasting Pot Tender

GROUP 2 - Refineries & Refinery Tanks; Surfaces 30 ft. or over where material is applied to or labor performed on above ground level (exterior), floor level (interior)

GROUP 3 - Swing Stage & Chair

GROUP 4 - Lead Abatement

GROUP 5 - All Methods of Spray

GROUP 6 - Solvent-Based Catalized Epoxy Materials of 2 or More Component Materials, to include Solvent-Based Conversion Varnish (excluding water based)

GROUP 7 - Spray Solvent Based Material; Sand & Abrasive Blasting

GROUP 8 - Towers; Tanks; Bridges; Stacks Over 30 Feet

GROUP 9 - Epoxy Spray (excluding water based)

PAIN0012-008 05/01/2019

BUTLER COUNTY

Rates Fringes

PAINTER

GROUP 1.....	\$ 21.95	10.20
GROUP 2.....	\$ 25.30	10.20
GROUP 3.....	\$ 25.80	10.20
GROUP 4.....	\$ 26.05	10.20
GROUP 5.....	\$ 26.30	10.20

PAINTER CLASSIFICATIONS

GROUP 1: Bridge Equipment Tender; Bridge/Containment Builder

GROUP 2: Brush & Roller

GROUP 3: Spray

GROUP 4: Sandblasting; & Waterblasting

GROUP 5: Elevated Tanks; Steeplejack Work; Bridge; & Lead Abatement

PAIN0012-010 05/01/2019

BROWN, CLERMONT, CLINTON, HAMILTON & WARREN

Rates Fringes

PAINTER

HEAVY & HIGHWAY BRIDGES- GUARDRAILS-LIGHTPOLES- STRIPING Bridge Equipment Tender and Containment Builder....	\$ 21.95	10.20
Bridges when highest point of clearance is 60 feet or more; & Lead Abatement Projects.....	\$ 26.30	10.20
Brush & Roller.....	\$ 25.30	10.20
Sandblasting & Hopper Tender; Water Blasting....	\$ 26.05	10.20
Spray.....	\$ 25.80	10.20

PAIN0093-001 12/01/2024

ATHENS, GUERNSEY, HOCKING, MONROE, MORGAN, NOBLE and
WASHINGTON COUNTIES

Rates Fringes

PAINTER

Bridges; Locks; Dams; Tension Towers; & Energized Substations.....	\$ 36.44	24.46
Power Generating Facilities..	\$ 33.29	24.46

PAIN0249-002 05/01/2025

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE

	Rates	Fringes
PAINTER		
GROUP 1 - Brush & Roller....	\$ 29.15	13.97
GROUP 2 - Swing, Scaffold Bridges; Structural Steel; Open Acid Tank; High Tension Electrical Equipment; & Hot Pipes.....	\$ 33.09	13.97
GROUP 3 - Spray; Sandblast; Steamclean; Lead Abatement.....	\$ 29.90	13.97
GROUP 4 - Steeplejack Work..	\$ 30.10	13.97
GROUP 5 - Coal Tar.....	\$ 30.65	13.97
GROUP 6 - Bridge Equipment Tender & or Containment Builder.....	\$ 37.86	13.97
GROUP 7 - Tanks, Stacks & Towers.....	\$ 33.86	13.97
GROUP 8 - Bridge Blaster, Rigger.....	\$ 40.86	13.97

PAIN0356-002 09/01/2009

KNOX, LICKING, MUSKINGUM, and PERRY

	Rates	Fringes
PAINTER		
Bridge Equipment Tenders and Containment Builders....	\$ 27.93	7.25
Bridges; Blasters; and Riggers.....	\$ 34.60	7.25
Brush and Roller.....	\$ 20.93	7.25
Sandblasting; Steam Cleaning; Waterblasting; and Hazardous Work.....	\$ 25.82	7.25
Spray.....	\$ 21.40	7.25
Structural Steel and Swing Stage.....	\$ 25.42	7.25
Tanks; Stacks; and Towers...\$	28.63	7.25

PAIN0438-002 12/01/2023

BELMONT, HARRISON and JEFFERSON COUNTIES

	Rates	Fringes
PAINTER		
Bridges, Locks, Dams, Tension Towers & Energized Substations.....	\$ 36.09	19.49
Power Generating Facilities.\$	32.94	19.49

PAIN0476-001 06/01/2025

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 30.64	18.36

GROUP 2.....	\$ 40.27	18.36
GROUP 3.....	\$ 40.27	18.36
GROUP 4.....	\$ 31.14	18.36
GROUP 5.....	\$ 31.29	18.36
GROUP 6.....	\$ 35.27	18.36
GROUP 7.....	\$ 32.64	18.36

PAINTER CLASSIFICATIONS:

GROUP 1: Painters, Brush & Roller

GROUP 2: Bridges

GROUP 3: Structural Steel

GROUP 4: Spray, Except Bar Joist/Deck

GROUP 5: Epoxy/Mastic; Spray- Bar Joist/Deck; Working Above 50 Feet; and Swingstages

GROUP 6: Tanks; Sandblasting

GROUP 7: Towers; Stacks

PAIN0555-002 01/01/2025

ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 33.32	21.54
GROUP 2.....	\$ 35.02	21.54
GROUP 3.....	\$ 36.72	21.54
GROUP 4.....	\$ 40.03	21.54

PAINTER CLASSIFICATIONS

GROUP 1 - Containment Builder

GROUP 2 - Brush; Roller; Power Tools, Under 40 feet

GROUP 3 - Sand Blasting; Spray; Steam Cleaning; Pressure Washing; Epoxy & Two Component Materials; Lead Abatement; Hazardous Waste; Toxic Materials; Bulk & Storage Tanks of 25,000 Gallon Capacity or More; Elevated Tanks

GROUP 4 - Stacks; Bridges

PAIN0639-001 05/01/2011

	Rates	Fringes
Sign Painter & Erector.....	\$ 20.61	3.50+a+b+c

FOOTNOTES: a. 7 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; Christmas Day & 1 Floating Day
b. Vacation Pay: After 1 year's service - 5 days' paid vacation; After 2, but less than 10 years' service - 10

days' paid vacation; After 10, but less than 20 years' service - 15 days' paid vacation; After 20 years' service - 20 days' paid vacation
 c. Funeral leave up to 3 days maximum paid leave for death of mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandparent and inlaw provided employee attends funeral

 PAIN0788-002 06/01/2024

ASHLAND, CRAWFORD, ERIE, HANCOCK, HURON, MARION, MORROW, OTTAWA (Allen, Bay, Bono, Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem Beach & Genoa), RICHLAND, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 29.13	17.52
Structural Steel.....	\$ 30.73	17.52

WINTER REPAINT: Between December 1 to March 31 - 90%JR

\$.50 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

While working swingstage, boatswain chair, needle beam and horizontal cable. While operating sprayguns, sandblasting, cobbblasting and high pressure waterblasting (4000psi).

\$1.00 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

For the application of catalized epoxy, including latex epoxy that is deemed hazardous, lead abatement, or for work or material where special precautions beyond normal work duties must be taken. For working on stacks, tanks, and towers over 40 feet in height.

 PAIN0813-005 12/01/2008

GALLIA, LAWRENCE, MEIGS & VINTON

	Rates	Fringes
PAINTER		
Base Rate.....	\$ 24.83	10.00
Bridges, Locks, Dams & Tension Towers.....	\$ 27.83	10.00

 PAIN0841-001 07/01/2025

MEDINA, PORTAGE (South of and including Ohio Turnpike), and SUMMIT (South of and including Ohio Turnpike) COUNTIES

	Rates	Fringes
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Painters:

GROUP 1.....	\$ 31.93	18.15
GROUP 2.....	\$ 32.58	18.15
GROUP 3.....	\$ 32.68	18.15
GROUP 4.....	\$ 32.78	18.15
GROUP 5.....	\$ 33.18	18.15
GROUP 6.....	\$ 38.60	18.15
GROUP 7.....	\$ 33.18	18.15

PAINTER CLASSIFICATIONS:

GROUP 1 - Brush, Roller & Paperhanger

GROUP 2 - Epoxy Application

GROUP 3 - Swing Scaffold, Bosum Chair, & Window Jack

GROUP 4 - Spray Gun Operator of Any & All Coatings

GROUP 5 - Sandblast, Painting of Standpipes, etc. from Scaffolds, Bridge Work and/or Open Structural Steel, Standpipes and/or Water Towers

GROUP 6 - Public & Commerce Transportation, Steel or Galvanized, Bridges, Tunnels & Related Support Items (concrete)

GROUP 7 - Synthetic Exterior, Drywall Finisher and/or Taper, Drywall Finisher and Follow-up Man Using Automatic Tools

PAIN0841-002 07/01/2025

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE

Rates Fringes

PAINTER

Bridges; Towers, Poles & Stacks; Sandblasting Steel; Structural Steel & Metalizing.....	\$ 33.18	18.15
Brush & Roller.....	\$ 31.93	18.15
Spray; Tank Interior & Exterior.....	\$ 32.78	18.15

PAIN1020-002 07/01/2025

ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER, PAULDING, PUTNAM, SHELBY, VAN WERT, and WILLIAMS COUNTIES

Rates Fringes

PAINTER

Brush & Roller.....	\$ 27.59	18.54
Drywall Finishing & Taping..	\$ 28.34	18.54
Lead Abatement.....	\$ 29.34	18.54
Spray, Sandblasting Pressure Cleaning, & Refinery.....	\$ 28.34	18.54
Swing Stage, Chair, Spiders, & Cherry Pickers...	\$ 27.84	18.54

Wallcoverings.....\$ 28.34 18.54

All surfaces 40 ft. or over where material is applied to or labor performed on, above ground level (exterior), floor level (interior) - \$.50 premium

Applying Coal Tar Products - \$1.00 premium

PAIN1275-002 05/01/2025

DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS & UNION

	Rates	Fringes
PAINTER		
Bridges.....	\$ 37.26	15.16
Brush; Roller.....	\$ 30.20	15.16
Sandblasting; Steamcleaning; Waterblasting (3500 PSI or Over)& Hazardous Work.....	\$ 32.35	15.16
Spray.....	\$ 32.15	15.16
Stacks; Tanks; & Towers.....	\$ 34.46	15.16
Structural Steel & Swing Stage.....	\$ 30.50	15.16

PLAS0109-001 06/01/2025

MEDINA, PORTAGE, STARK, and SUMMIT COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 33.00	23.83

PLAS0109-003 06/01/2025

CARROLL, HOLMES, TUSCARAWAS, and WAYNE COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 33.00	23.83

PLAS0132-002 07/01/2025

BROWN, BUTLER, CLERMONT, HAMILTON, HIGHLAND, WARREN COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 31.35	17.65

PLAS0404-002 05/01/2018

ASHTABULA, CUYAHOGA, GEAUGA, AND LAKE COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 29.63	17.11

PLAS0404-003 05/01/2018

LORAIN COUNTY

	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11

PLAS0526-022 05/01/2018		

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11

PLAS0526-023 05/01/2018		

BELMONT, HARRISON, and JEFFERSON COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.21	17.11

PLAS0886-001 07/01/2025		

FULTON, HANCOCK, HENRY, LUCAS, PUTNAM, and WOOD COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 36.65	25.60

PLAS0886-003 07/01/2025		

DEFIANCE, ERIE, HURON, OTTAWA, PAULDING, SANDUSKY, and SENECA

	Rates	Fringes
PLASTERER.....	\$ 36.65	25.60

PLAS0886-004 07/01/2025		

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, and VAN WERT

	Rates	Fringes
PLASTERER.....	\$ 35.29	23.07

PLUM0042-002 07/01/2025		

ASHLAND, CRAWFORD, ERIE, HURON, KNOX, LORAIN, MORROW, RICHLAND & WYANDOT

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 43.02	26.45

PLUM0050-002 06/30/2025		

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 51.00	32.56

PLUM0055-003 05/05/2025		

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

	Rates	Fringes
PLUMBER.....	\$ 44.86	30.03

PLUM0083-001 07/01/2023		

BELMONT & MONROE (North of Rte. #78)

	Rates	Fringes
Plumber and Steamfitter.....	\$ 35.94	37.35

PLUM0094-002 05/01/2025		

CARROLL (Northen Half), STARK, and WAYNE COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 47.48	27.14

PLUM0120-002 05/01/2025		

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN (the C.E.I. Power House in Avon Lake), MEDINA (N. of Rte. #18) & SUMMIT (N. of #303)

	Rates	Fringes
PIPEFITTER.....	\$ 49.17	28.55

PLUM0162-002 06/01/2024		

CHAMPAIGN, CLARK, CLINTON, DARKE, FAYETTE, GREENE, MIAMI, MONTGOMERY & PREBLE

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 43.05	27.18

PLUM0168-002 06/01/2025		

MEIGS, MONROE (South of Rte. #78), MORGAN (South of Rte. #78) & WASHINGTON

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 40.92	37.20

PLUM0189-002 06/01/2024		

DELAWARE, FAIRFIELD, FRANKLIN, HOCKING, LICKING, MADISON,
MARION, PERRY, PICKAWAY, ROSS & UNION

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 43.25	26.94

PLUM0219-002 06/01/2025		

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

	Rates	Fringes
Plumber and Steamfitter.....	\$ 46.87	28.39

PLUM0392-002 06/01/2025		

BROWN, BUTLER, CLERMONT, HAMILTON & WARREN

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 43.30	27.40

PLUM0396-001 06/01/2025		

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

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 40.55	29.25

PLUM0495-002 06/01/2025		

CARROLL (Rose, Monroe, Union, Lee, Orange, Perry & Loudon Townships), COLUMBIANA (Washington & Yellow Creek Townships & Liverpool Township, Secs. 35 & 36, West of County Rd. #427), COSHOCTON, GUERNSEY, HARRISON, HOLMES, JEFFERSON, MORGAN (South to State Rte. #78 & from McConnelville west on State Rte. #37 to the Perry County line), MUSKINGUM, NOBLE, and TUSCARAWAS COUNTIES

	Rates	Fringes
Plumber, Pipefitter,		

Steamfitter.....\$ 39.32 37.60

PLUM0577-002 06/01/2025

ADAMS, ATHENS, GALLIA, HIGHLAND, JACKSON, LAWRENCE, PIKE,
SCIOTO & VINTON

Rates Fringes

Plumber, Pipefitter,
Steamfitter.....\$ 42.65 28.56

PLUM0776-002 07/01/2025

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY and VAN WERT
COUNTIES

Rates Fringes

Plumber, Pipefitter,
Steamfitter.....\$ 42.76 30.81

TEAM0377-003 05/01/2025

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

Rates Fringes

TRUCK DRIVER
GROUP 1.....\$ 34.26 18.85
GROUP 2.....\$ 35.26 18.85

TRUCK DRIVER CLASSIFICATIONS

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

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

TEAM0436-002 05/01/2025

CUYAHOGA, GEAUGA & LAKE

Rates Fringes

TRUCK DRIVER
GROUP 1.....\$ 34.92 19.30
GROUP 2.....\$ 35.73 19.30

GROUP 1: Straight & Dump, Straight Fuel

GROUP 2: Semi Fuel, Semi Tractor, Euclids, Darts, Tank,
Asphalt Spreaders, Low Boys, Carry-All, Tourna-Rockers,
Hi-Lifts, Extra Long Trailers, Semi-Pole Trailers, Double
Hook-Up Tractor Trailers including Team Track & Railroad

Siding, Semi-Tractor & Tri-Axle Trailer, Tandem Tractor & Tandem Trailer, Tag Along Trailer, Expandable Trailer or Towing Requiring Road Permits, Ready-Mix (Agitator or Non-Agitator), Bulk Concrete Driver, Dry Batch Truck, Articulated End Dump

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey

rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the "SA" identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

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END OF GENERAL DECISION

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